

Lauren L. Scheffers Written Submission to Supreme Court Mortgage Foreclosure Committee

Date: April 17, 2012

To: Supreme Court Mortgage Foreclosure Committee
c/o Administrative Office of the Illinois Courts

Street Address: 3101 Old Jacksonville Road
City, State, Zip: Springfield, IL 62704

From: Lauren L. Scheffers
Street Address: 1305 Morningstar Ct.
City, State, Zip: Naperville, IL 60564

Home Phone: 630-305-3401 (no messages)
Cell Phone: 630-212-5651 (no messages)
E-Mail: LaurenScheffers@yahoo.com

Signature
Confirmation #: 2301 0370 0001 1704 5167

WRITTEN SUBMISSION TO
SUPREME COURT MORTGAGE FORECLOSURE COMMITTEE
UNDER MISPRISION OF FELONY

I am submitting this Written Submission as required by the U.S. Code, Title 18, Crimes and Criminal Procedure (Federal Rules of Civil Procedure, III. Pleadings and Motions, Rule 11, Section 4: Misprision of felony:

Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both.

I. PUBLIC ACT 096-1551, AN ACT CONCERNING CRIMINAL LAW

1. I have personal knowledge/witnessing of the felonies relative to the ongoing criminal financial enterprises in the foreclosure courts of the 12th Judicial Circuit Court of Will County and the 18th Judicial Circuit Court of DuPage County, as presided over by Judge Richard Siegel/Judge Rossi/Judge O'Leary in Will County and Judge Robert Gibson/Appointed, Associate Judge Cerne in DuPage County.

2. Under Public Act 096-1551, AN ACT CONCERNING CRIMINAL LAW, with an effective date of July 1, 2011 (see Key Exhibit 19.a inclusive), the felonies meet the definitions of organizers and accessories to "ongoing financial criminal enterprise".

3. I have reported my personal knowledge of the ongoing felonies, as well as tax fraud, to the many following authorities and individuals:

a. Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Illinois Attorney General (see Group Exhibit 1.2 inclusive, Group Exhibit 5.3 inclusive, and Group Exhibit 17.3 as a subset of my research findings for more than 1.5 years),

NOTE: Please see the many e-mail addresses on the CC: list. All of those entities/individuals have been apprised of the felonies being committed in the foreclosure courtroom of the 12th Judicial Circuit Court.

b. Multiple District Court judges in Will County, including Chief Judge Kinney, Judge O'Leary, Judge Siegel, and Judge Rossi,

c. Multiple District Court judges in DuPage County, including Judge Wheaton, Associate Judge Cerne, and Judge Gibson,

d. The IRS for tax fraud,

e. The Illinois Department of Revenue for tax fraud,

f. The Illinois Secretary of State that neither of the Plaintiffs in my Will County or DuPage County foreclosure case is licensed to do business in the State of Illinois,

g. The Justices and Clerk of the 3rd Appellate Court (see Group Exhibit 6 inclusive)

h. The Justices and Clerk of the 2nd Appellate Court,

i. Each individual Justice of the Illinois Supreme Court by USPS Priority Mail with signature-required proof of delivery (see Group Exhibit 4.1.b and Group Exhibit 5.1.b)

j. The Clerk of the Illinois Supreme Court,

k. A Judicial Complaint requesting investigation of Judge Siegel for Commission of a Class 1 Felony on February 29, 2012 that I just served on April 12, 2012, again by USPS Priority Mail with signature-required proof of delivery (see Group Exhibit 11.1 inclusive),

l. The Department of Justice,

m. Will County Sheriff Kaupus,

n. Will County State's Attorney Glasgow,

o. Will County Board,

p. Will County Chief Executive,

q. Will County Circuit Court Clerk, Pamela McGuire, and

r. Will County Recorder of Deeds Karen Stukel.

4. Per the Online Docket (see Key Exhibit 12) of the 12th Judicial Circuit Court of Will County, I have submitted many Notices of Filing since July of 2011 to make my ongoing reports part of the public record:

- a. Reports of Treason by the Justices of the Illinois Supreme Court (see Group Exhibit 4.1.b inclusive and Group Exhibit 5.1.b inclusive), and
- b. Report of Will County Judge Siegel's Commission of a Class 1 Felony on February 29, 2012 per the Report of Proceedings and his Order of Personal Deficiency (see Group Exhibit 1.1 inclusive).

NOTE: As specified in the Notices of Filing, courtesy copies have been given to Chief Judge Kinney, Judge O'Leary, Judge Siegel, and Judge Rossi, so all four have been apprised of the felonies being committed in the foreclosure courtroom of the 12th Judicial Circuit Court.

5. I have also reported attorneys for Pierce & Associates; Dykema Gossett; and Deutsch, Levy, & Engel with extensive supporting documentation to the IARDC, only to have the office staff return refusal to investigate form letters.

NOTE: With this written submission, I am now reporting my personal knowledge of the felonies being committed on a daily basis in the 12th Judicial Circuit Court of Will County and the 18th Judicial Circuit Court of DuPage County to the Illinois Supreme Court Mortgage Foreclosure Committee.

II. CREDENTIALS

1. My credentials: I am a non-attorney, but I was a former CPA/auditor with Touche Ross LA (post-Equity Funding) and a long-term Business Analyst/Quality Assurance-System Tester in Information Technology, starting with Arthur Andersen Consulting in 1980 (pre-Enron).

2. I became an independent IT consultant around 1985.

3. My last client as an independent, senior consultant was the Federal Reserve of Chicago in Q4 of 2007 before American IT professionals were replaced with cheap legal/illegal alien workers, a primary cause of the foreclosure crisis in Illinois and across the country.

4. I had previously been a consultant at JPMorgan Chase in Chicago, Bank One, Harris Bank, Continental Bank and the very stringent pharmaceutical industry at Abbott/Baxter Labs.

5. I also have an M.B.A. from UCLA with dual majors, Computer Information System and Marketing/Finance.

6. Based on those many years as a financial auditor and as an IT quality assurance analyst/tester, I have been required to keep documentation in support of any problems I reported.

7. In each of my two criminal foreclosure cases, I paid for more than 400 pages of Reports of Proceedings at \$3.15 or \$3.70 per page. The public records in each case are in the thousands of pages. Judge Rossi has more than 13 3-ring binders of courtesy copies in Will County and has refused to return the binders to me.

NOTE: I believe my credentials and my entire work history, as well as the extensive competent evidence I have submitted under Section 1109 Certification would qualify me as an expert witness regarding the ongoing criminal financial enterprise in the foreclosure courts of Will County and DuPage County.

III. FOUNDATIONAL ILLINOIS LAW

1. As always, I have submitted foundational Illinois Supreme Court Rules, Code of Civil Procedure, laws (see Key Exhibit 19 inclusive):

- a. Public Act 096-1551, AN ACT concerning criminal law, effective July 1, 2011 (see Key Exhibit 19.a)
- b. Rule 63, Canon 3 (see Key Exhibit 19.b)
- c. Rule 8.4, Misconduct (see Key Exhibit 19.c)
- d. ILCS 735.5/1.09, Code of Civil Procedure, re: Verification by Certification (see Key Exhibit 19.d.1))
- e. ILCS 735.5/Art. II. Pt. 10, Code of Civil Procedure, re: Summary Judgment (see Key Exhibit 19.d.2))
- f. ILCS 765-5/0.01, Illinois Conveyances Act (see Key Exhibit 19.d.3))
- g. ILCS 735.5/Art. XV, Illinois Mortgage Foreclosure Law (see Key Exhibit 19.d.4))
- h. ILCS 810.5/Article 3, Uniform Commercial Code, re: Negotiable Securities and Part 3. Enforcement of Instruments (see Key Exhibit 19.d.5))
- i. ILCS 735.5/Art. II, Pt. 6 Code of Civil Procedure, re: Pleading (see Key Exhibit 19.d.6))
- j. Illinois Financial Crime Law (see Key Exhibit 19.e)

NOTE: It appears that, as of July 1, 2011, Public Act 096-1551 above has superseded the Illinois Financial Crime Law of 1961.

IV. SECURITIZATION

1. Subsequent to the implementation of Public Act 84-1462, effective July 1, 1987, that included the Illinois Mortgage Foreclosure Law, ILCS 735 5/Art. XV, (see Key Exhibit 19.d.4)), a major change occurred in the real estate markets in the 1990s.

2. That change is now referred to as “securitization”.

3. An excellent “Do – Did” schematic (see Key Exhibit 20) was created by James McGuire that documents the drastic changes that occurred with a comparison of current procedures, “Do”, vs. prior procedures, “Did”.

4. In non-legalese, I use the following analogy to explain the Mortgage-Backed Securities of my Will County case and the Mortgage Electronic Registration System of my DuPage County case:

a. The original lenders per the Mortgage and Note closing papers property-owners signed endorsed the Note to “blank”, thereby converting the Note to bearer paper.

b. Anyone who had access to a Note with an endorsement to blank could sell the Note.

1) When I refinanced three mortgages in 2003 with Town & Country/Ameriquest as the original lender per the Will County/DuPage County property records, all three Notes were endorsed to blank.

c. The infamous subprime, toxic lenders, such as Ameriquest and Countrywide, immediately sold those Notes into the equivalent of “mutual funds” where investor’s purchased shares of such a mutual fund to receive monthly or quarterly investment income based on mortgage interest and gains on the sales of the property.

d. There are two major, but different, types of “mutual funds”:

1) Mortgage Electronic Registration System and

2) Mortgage-Backed Security trusts.

NOTE: The alleged Deutsche Bank National Trust 2004-R1 has over 1.5 *billion* dollars in a single trust of the 25 or so Ameriquest trusts per the SSEC site.

5. There are now several critical problems relative to those subprime, toxic Notes:

a. Millions have gone into default or into strategic/intentional default.

b. Large percentages of residential and commercial properties are now “underwater”, where the amounts due are greater than the current market value of the properties.

c. ~~The chain of title from the original lender to the foreclosure Plaintiffs does not~~ exist in the county property records in Illinois for properties that have been securitized into Mortgage-Backed Security trusts or tracked in the Mortgage Electronic Registration System, thereby clouding the property titles of many/most properties in Illinois.

d. Who retained the servicers as payment processing companies, if not the mortgagee?

5. There are now several critical problems relative to those subprime, toxic Notes (con't.):

e. As documented in the “Do – Did” analysis (see Key Exhibit 20), the original Mortgages were intentionally destroyed:

1) In my two cases, Judge Rossi in Will County and Judge Gibson in DuPage County granted Plaintiff Motions for Summary Judgment when the originals of the two Mortgages were never produced in open court, in violation of the Illinois Mortgage Foreclosure Law requirement that the originals of the Exhibits in support of the allegations in the Complaint must be produced in open court.

f. When/with whom/under what authority did servicers sign Pooling and Servicing Agreements (PSA)?

g. If there is no Mortgagee of record, who authorized the many changes in servicers since 2003 in my two cases?

h. If there is no legally enforceable Mortgagee of record in the property records, then who were the servicers collecting payments for? With the subsequent distribution to investors, were property-owners victim of Consumer Fraud in making mortgage payments to servicers at all?

QUESTION: Didn't the servicers receive fraudulent payments just like other mortgage scam businesses under criminal investigation?

i. More importantly, if the Pooling and Servicing Agreement requires the servicers to advance to the investors mortgage interest when the Mortgagor fails to make the payment, hasn't the PSA required the servicers to be CO-SIGNERS, so the NOTE/MORTGAGE IS NOT IN DEFAULT AT ALL?

j. CRITICAL As a matter of Illinois law, that securitization meant that mortgage defaults could not elect to enforce those securitized Notes under the Illinois Mortgage Foreclosure Law (see Key Exhibit 19.d.4)), because the securities are in Mortgage-Backed Security trusts, not land trusts, and mortgages are not real estate installment contracts.

1) See the Petition for a Certificate of Importance relative to that issue that was allegedly denied by the 3rd Appellate Court (see Group Exhibit 6 inclusive) and

2) See the Motion to Vacate Void Orders due to Lack of Jurisdiction Pursuant to Section 2-619 that was allegedly denied by the Illinois Supreme Court (see Group Exhibit 5 inclusive).

V. FRAUD UPON THE COURT

1. I have reported to all levels of the judiciary system and to the Illinois Secretary of State that the Plaintiffs in my two cases are not licensed to do business in the State of Illinois. Therefore, they are denied access as Plaintiffs to the Illinois judicial system.

2. Per the Online Docket (see Key Exhibit 12) of the 12th Judicial Circuit Court of Will County:

- a. The Complaint was filed on August 26, 2009.
- b. Yet, there has been no order to set up a Case Management conference in preparation for a trial.

3. On September 16, 2009, after the Complaint had been filed on August 26, 2009, I received a collection letter from Pierce & Associates (see Key Exhibit 13):

- a. Pierce & Associates was hired by the servicer, American Home Mortgage Servicing, Inc., *not* by the Plaintiff.
- b. The total amount of the debt due is \$186,795.82
 - 1) Per the Complaint filed on August 26, 2009, less than 3 weeks previously, the amount due was \$170,963.25
 - 2) Per the September 10, 2010 Affidavit (see Key Exhibit 5), the amount due was \$208,064.75
 - 3) Per the January 20, 2011 Affidavit (see Key Exhibit 6), the amount due was \$210,601.10.
 - 4) Per the July 20, 2011 Sheriff's Report of Sale and Distribution of July 20, 2011 (see Group Exhibit 17.1), there was a deficiency of \$74,973.96 (with fraudulent "post judgment advances of \$6,515.35 included in that calculation) after the foreclosure sale of \$152,000, for a total of amount due of \$226,973.96.

QUESTION: No supporting documents for any of the drastically different amounts due were submitted to the Court, from \$170,963.25 to on August 26, 2009 to the calculated amount due of \$226,973.96 per the Dunn, Martin Sheriff's package (see Group Exhibit 17.1) with a "robotsigned" Sheriff Kaupu's "signature" by ink stamp. How can they not be considered Consumer Fraud?

4. On November 13, 2009, I filed my Answer and Counter-Complaint (see Group Exhibit 7 inclusive) with extensive supporting Exhibits submitted under Section 1109 Certification.

5. On November 9, 2009, I filed the Defendant's Motion for Quiet Title (see Group Exhibit 8 inclusive).

6. On December 24, 2009, I served Defendant's First Request for Production (see Group Exhibit 9.1).

7. On February 26, 2010, I received Plaintiff's Response to Defendant's First Request for Production (see Key Exhibit 14/Group Exhibit 9.2):

a. My first request for production (see Group Exhibit 9.1) was the original Note and the original Mortgage, as well as the original Assignment (see Key Exhibit 21).

b. The Plaintiff's Response stated:

1) "Trustee states that it is searching for an original of the mortgage and will produce it to Scheffers upon locating it. Investigation continues."

2) "Trustee states that it is searching for an original of the note and will produce it to Scheffers upon locating it. Investigation continues."

3) "Trustee states that it is searching for an original of the assignment and will produce it to Scheffers upon locating it. Investigation continues."

8. On March 3, 2010, I filed the Defendant/Counter-Plaintiff Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing (see Group Exhibit 11 inclusive).

9. On March 15, 2010, Plaintiff's alleged counsel filed Plaintiff/Counter-Defendant's Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS Section 2-619.1 (see Group Exhibit 10 inclusive).

10. On May 13, 2010, Judge Siegel signed the Order (see Group Exhibit 11.4) that stated:

a. "Defendant's Motion to Dismiss is denied."

b. **"The Court finds that Plaintiff has legal standing":**

1) Per the Plaintiff's Response to Defendant's First Request for Production (see Key Exhibit 14/Group Exhibit 9.2), the Plaintiff's alleged counsel admitted in pleadings and during the May 13, 2010 hearing that:

a) "Trustee states that it is searching for **an original** of the mortgage and will produce it to Scheffers upon locating it. Investigation continues" as though there is more than one original of the mortgage.

b) "Trustee states that it is searching for **an original** of the assignment and will produce it to Scheffers upon locating it. Investigation continues" as though there is more than one original of the note.

c) "Trustee states that it is searching for **an original** of the assignment and will produce it to Scheffers upon locating it. Investigation continues" as though there is more than one original of the assignment.

11. On June 11, 2010, I submitted my first Motion to Compel Production (see Group Exhibit 9.3).

12. On August 12, 2010, Judge Siegel signed an Order (see Key Exhibit 15 and Group Exhibit 9.4) that violated my right to due process by denying routine discovery of items required for judgment under the Illinois Mortgage Foreclosure Law.

a. "Defendant's Motion denied for reasons stated on the record."

13. On August 12, 2010, Judge Siegel's Order (see Group Exhibit 1.5 and Group Exhibit 9.4) clearly violated judicial discretion according to the Code of Civil Procedure relative to Pleadings (see Key Exhibit 19.d.6)), when the order went on to state:

a. "All filings by Defendant Scheffers related to affirmative defenses, counterclaims, or related defense matters must be submitted to the Court for written approval regarding whether Plaintiff must respond or whether the filings will be stricken without hearing or further briefings."

14. On September 8, 2010, I submitted the Defendant Motion for Summary Judgment (see Group Exhibit 12 inclusive).

15. On October 5, 2010, Plaintiff's alleged counsel actually filed a Motion to Strike Defendant's Motion for Summary Judgment (see Group Exhibit 12.2). The primary grounds for that Motion was Judge Siegel's August 12, 2010 Court Order (see Group Exhibit 12.2.d) clearly violated judicial discretion according to the Code of Civil Procedure relative to Pleadings (see Key Exhibit 19.d.6)).

16. On October 28, 2010, I filed the Defendant Response to Plaintiff Motion to Strike Defendant Motion for Summary Judgment (see Group Exhibit 12.3) and Defendant Combined Response to Plaintiff Motion for Order of Default, Motion for Judgment for Foreclosure and Sale, and Motion for Summary Judgment (see Group Exhibit 12.4)

a. Per the Exhibits submitted under Section 1 109 Certification, Plaintiff's alleged counsel had submitted a Notice of Motion and 3 Motions:

1) Notice of Motion

2) Motion for Order of Default

3) Motion for Judgment for Foreclosure and Sale

4). Motion for Summary Judgment (see Group Exhibit 12.4.f.4)).

b. None of those Exhibits (see Group Exhibit 12.4.f inclusive) were ever recorded with the Court as part of the public record.

17. On November 12, 2010, I filed the Defendant Motion for Sanctions (see Group Exhibit 1.4 inclusive).

18. On November 22, 2010, Judge Siegel recused himself from my case under Rule 63 (see Group Exhibit 1.5).

a. By doing so, Judge Siegel avoided ruling on the Defendant Motion for Sanctions (see Group Exhibit 1.4) filed on November 12, 2010.

19. After Judge Siegel's recusal on November 22, 2010 (see Group Exhibit 1.5), newly elected Judge Rossi with no prior real estate/securities background was assigned to my case.

20. On January 21, 2011, Plaintiff's alleged counsel filed its Response to Defendant's Motion for Sanctions (see Group Exhibit 1.6).

NOTE: That Defendant Motion for Sanctions was never ruled upon by either Judge Siegel due to his recusal or by Judge Rossi.

21. On February 7, 2011, I filed the Defendant Reply in Support of Defendant Motion for Sanctions (see Group Exhibit 1.7).

22. On February 22, 2011, I served Defendant's Second Request for Production (see Group Exhibit 14.1),

23. On March 22, 2011, Judge Rossi mailed a Memorandum and Order (see Group Exhibit 12.7z) that I received on March 26, 2011 for a status hearing just days later on April 4, 2011 hearing:

- a. "Plaintiff's motion to strike the motion for summary judgment of Defendant is denied."
- b. "Defendant's motion to strike the motion for summary judgment of Plaintiff is denied."
- c. "Defendant's motion for sanctions is denied."
- d. "Defendant's motion for summary judgment is denied."
- e. "Plaintiff's motion for summary judgment is denied."
- f. "Matter is set for status on April 4, 2011 at 9:00 AM in Room 401:"

24. On April 4, 2011, Judge Rossi signed an Order (see Group Exhibit 12.8):

- a. "Plaintiff's Motion for Summary Judgment is granted."
- b. "Plaintiff is to send copy of its Motion for Summary Judgment to Defendant."

NOTE 1: Judge Rossi sabotaged me by suddenly granting [Plaintiff] Motion for Summary Judgment at a status call to set a trial date, when the unrecorded Plaintiff's Motion for Summary Judgment had just been denied on March 22, 2011.

NOTE 2: The original Mortgage and the original Assignment to support the Complaint allegations were never produced in open court as required by the Illinois Mortgage Foreclosure Law.

25. On April 5, 2011, Pierce & Associates sent a letter to Judge Rossi (see Group Exhibit 12.9) with a copy of its [Plaintiff] Motion for Summary Judgment (see Group Exhibit 12.10):

- a. **Granted the day before, when denied on March 22, 2011**
- b. **Never filed nor previously served upon the Defendant**

NOTE: The [Plaintiff] Motion for Summary Judgment that was granted by Judge Rossi on April 4, 2011 Order (see Group Exhibit 12.8) was totally different than the [Plaintiff] Motion for Summary Judgment (see Group Exhibit 12.4.f.4) that was never recorded in 2010.

26. On May 7, 2011, I filed the Defendant Motion to Vacate Judgment for Foreclosure and Sale (see Group Exhibit 13.1 inclusive):

- a. **Included as Group Exhibit D.3 was the Alleged Corporate resolution by Citi Residential Lending Inc. of November 20, 2008 (see Key Exhibit 22).**

27. The List of Exhibits (see Group Exhibit 13.1.e) submitted under Section 1109 Certification in support of the Defendant Motion to Vacate Judgment for Foreclosure and Sale (see Group Exhibit 13 inclusive) clearly document that the entire Complaint, pleadings, and hearings violate the Plaintiff's several Cease and Desist Orders (see Key Exhibit 24, Key Exhibit 25, Key Exhibit 26, and Key Exhibit 27.)

a. To notify the Plaintiff that its servicer, American Home Mortgage Servicing, Inc. and the two law firms it had retained were in total violation of those Cease and Desist Orders, I have served the Plaintiff at **ATTN: David Co, Director, Deutsche Bank National Trust, in Santa Ana, CA.**

b. That is why the office staff of the Clerk of the Supreme Court of Illinois have copied an out-of-state Respondent with two different "Notification Letters" (see Group Exhibit 4.1.b and Group Exhibit 5.1.b).

28. On May 8., 2011, I filed a second Motion for Sanctions, the Motion for Sanctions Against Pierce & Associates Pursuant to Rule 137 (see Group Exhibit 1.8 inclusive).

29. On May 9, 2011, I submitted my second Motion to Compel Production (see Group Exhibit 14.3) based upon the Second Request for Production (see Group Exhibit 14.1) with no reply at all from Plaintiff's counsel.

30. On June 17, 2011 I filed the Motion for Temporary Restraining Order and/or Preliminary Injunction (see Group Exhibit 15 inclusive).

31. On June 22, 2011, Judge Rossi signed an Order (see Group Exhibit 1.10, Group Exhibit 13.2, Group Exhibit 14.4, and Group Exhibit 15.2) that denied all Defendant motions with no briefing schedules to require a Response from Plaintiff's alleged counsel to either the Defendant's Motion to Compel Production (see Group Exhibit 14 inclusive) or to the Motion for Sanctions Against Pierce & Associates Pursuant to Rule 137 (see Group Exhibit 1.8 inclusive):

a. "Defendant's motion to vacate judgment of foreclosure and sale is denied."

b. "Defendant's motion for temporary restraining order and preliminary injunction is denied."

c. **"Defendant's motion to Compel Production 2 is denied."**

NOTE : That denial is yet another violation of my right to due process under the Constitution.

d. **"Defendant's Motion for Sanctions Against Pierce & Associates is denied."**
NOTE: With this denial, Judge Rossi clearly condoned the Rule 137 violations.

32. On July 1, 2011, I filed the Notice of Appeal (see Group Exhibit 16 inclusive).

33. On July 20, 2011, while the case was under appeal, I personally witnessed the criminal sale of my home by Dunn, Martin et al per the Sheriff's Report of Sale and Distribution (see Group Exhibit 17.1).

34. On July 28, 2011 Dunn, Martin recorded the Sheriff's Certificate of Sale (see Group Exhibit 17.2) in the Will County property records, when the July 20, 2011 sale has never to this date been submitted to the Court with a Motion for Approval of the Sale and Distribution.

35. On February 28, 2012, I reported Dunn, Martin to Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Illinois Attorney General re: **SCHEFFERS/UPDATE 1 OF 3 DUNN MARTIN-SCHEFFERS/PIERCE/DYKEMA CONSUMER FRAUD** (see Group Exhibit 17.3).

NOTE: Update 2 of 3 and Update 3 of 3 were Dunn, Martin Sheriff's Reports of Sale and Distribution with equally fraudulent deficiency judgment calculations that include fraudulent "post judgment advances" in the many thousands of dollars.

36. On April 5, 2011, I sent e-mails to Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Illinois Attorney General re: **WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12** (see Group Exhibit 1.2 inclusive).

37. On April 12, 2012, I sent the Judicial Inquiry Board (see Group Exhibit 1.1 inclusive) a **Request for an Immediate Investigation of Judge Richard J. Siegel for Commission of a Class 1 Felony and for Multiple Violations of the Judicial Code of Conduct** with signature – required confirmation of delivery (see Group Exhibit 1.1.d).

VI. FEEDBACK - GENERAL

1. The members invited to be on the Mortgage Foreclosure Committee included foreclosure judges whose rulings may be under appeal:
 - a. My Petition for Leave to Appeal as a Matter of Right, Case 113039, from the 18th Judicial Circuit Court of DuPage County, is based on Judge Gibson's erroneous Order granting Plaintiff Motion for Summary Judgment.
 - b. Three different law firms have scheduled/rescheduled that property for a foreclosure sale 8-10 times since March 13, 2011. It was now rescheduled, yet again, from May 1, 2012 to May 31, 2012 with Pierce & Associates as the alleged seller.
 - c. On March 20, 2012, Judge Gibson was voted out of office. It appears that the only recourse foreclosure defendants have is to vote the foreclosure judges, the Appellate Court Justices, and the Supreme Court Justices out of office.

2. **The only notice I have received of the regarding the April 27, 2012 meeting where the Mortgage Foreclosure Committee is Seeking Comment on Proposals to Improve Foreclosure Proceedings (see Key Exhibit 2) was via a Google Alert.** I have yet to be able to find a single news article by any mainstream media or alternative media, even when I personally submitted news tips to the Chicago Tribune, the Chicago Sun Times, the Daily Herald, and to the Channel 2 News Investigators, Dave Savini and Pam Zekman.

3. Based on that Google alert, I downloaded the relevant PDFs and attached them to an e-mail dated April 10, 2012 to Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Illinois Attorney General re: ILLINOIS SUPREME COURT SEEKING COMMENTS ON PROPOSALS TO IMPROVE FORECLOSURE PROCEEDINGS, April 4, 2012 (see Key Exhibit 7).

4. Based on my court hearings that have been ongoing since 2009 in the 18th Judicial Circuit Court and the 12th Judicial Circuit Court, my appeals to the 3rd Appellate Court and to the 2nd Appellate Court, and my Petitions for Leave to Appeal as a Matter of Right for Case 1130313 (see Group Exhibit 3 inclusive) and for Case 113069, **my reactions to the foreclosure proceeding "improvements" is that they were laughable and worthy of a sitcom for the TV.**

5. *The only problem is that Illinois homeowners are having their homes criminally sold in violation of every foundational Illinois law that already exists (see Key Exhibit 19 inclusive).*

6. Even a cursory review of the entire Fraud Upon the Court documentation, including the actual commission of a Class 1 Felony by Judge Siegel on February 29, 2012 as reported to the Judicial Inquiry Board on April 12, 2012 (see Group Exhibit 1.1 inclusive) and to Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Illinois Attorney General (see Group Exhibit 1.2 inclusive) should make it blatantly obvious that **the RULE OF LAW DOES NOT EXIST IN THE ILLINOIS JUDICIARY SYSTEM.**

6. QUESTION: Do the proposed "improvements" to foreclosure proceedings meet recent federal requirements of the Consumer Financial Protection Bureau re: Service Providers as of April 13, 2012 (see Key Exhibit 1)?

VII. FEEDBACK – SUPREME COURT/APPELLATE COURT RULINGS

1. On January 7, 2011, the Massachusetts Supreme Judicial Court ruled on the U.S. Bank National Associates, trustee [FN1] vs. Antonio IBANEZ (see Key Exhibit 8) and was widely reported by the foreclosure fraud bloggers.

2. On page five of that ruling the Justices cited the May 21, 2008 Bayview Loan Servicing, L.L.C vs. Jeffrey Eden Nelson ruling of the Appellate Court of Illinois, Fifth District, No. 5-06-0664 (see Key Exhibit 9).

3. Yet, on April 6, 2012, that same Appellate Court of Illinois, Fifth District, No. 5-10-0483 (see Key Exhibit 10) ruled that foreclosure Defendants cannot appeal any foreclosures for any reason unless a final order to approve the sale of their homes has been granted, even if the sale was based on fraud, which means that no Order can ever be considered “final”.

4. The April 6, 2012 ruling (see Key Exhibit 10) is basically saying that no foreclosure defendants can appeal until after the criminal sale of home is approved by the court.

5. The analogy I use is that I had a car loan with Company ABC for which I could no longer afford to make the payments. However, instead of Company ABC repossessing the vehicle, the known gang members (the “banksters”) down the street are stealing the car.

6. When I call 911 to report the occurrence of the theft, the gang members show the police a photocopy of the car title, and the police (the judges/justices) helped direct traffic, so the gang members could steal the car safely.

VIII. FEEDBACK – (LACK OF) JUDICIAL INTEGRITY

1. On November 2, 2011, I filed the Petition for Leave to Appeal Pursuant to Rule 315 or Appeal as a Matter of Right (see Group Exhibit 3 inclusive.).

2. On January 25, 2012, I received a “Notification Letter” (see Group Exhibit 3.2):
- “The Supreme Court today DENIED the petition for leave to appeal or appeal as a matter of right in the above entitled cause.”
 - No order with “wet ink signature” of a Supreme Court Justice was included.

NOTE: With the denial of my Petition for Leave to Appeal as a Matter of Right, the Supreme Court Justices violated my right to due process and committed TREASON against the Constitution.

3. On December 15, 2012, I filed the Motion for Service of Orders Signed by Supreme Court and Appellate Court Justices (see Group Exhibit 4 inclusive).

4. Per the Proof of Service (see Group Exhibit 4.1.b), that Motion was served:
- By delivery confirmation to the Plaintiff, ATTN: David Co, Director, Deutsche Bank National Trust, in Santa Ana, CA
 - By delivery confirmation to Denis Pierce, Robert Deisinger, and Shaun Callahan at Pierce & Associates,
 - By delivery confirmation to Patrick Stanton and Amy Jonker of Dykema Gossett,
 - By signature-required delivery confirmation to the Clerk of the Supreme Court of Illinois,
 - By signature-required delivery confirmation to each Justice of the Supreme Court,
 - By signature-required delivery confirmation to Mr. Gist Fleshman, as Clerk of the Illinois Appellate Court, Third District,
 - By signature-required delivery confirmation to Mr. Robert J. Mangan, as Clerk of the Illinois Appellate Court, Second District, and
 - By signature-required delivery confirmation of the Criminal Enforcement Division of the Illinois Attorney General.

5. On January 6, 2012, I received a “Notification Letter” (see Group Exhibit 4.2):
- “Today the following order was entered in the captioned case: Motion by petitioner, pro se, for service of signed orders by Supreme Court and Appellate Court Justices, Motion Denied. Order entered by the court.”
 - No order with “wet ink signature” of a Supreme Court Justice was included.
 - The office staff of the Clerk of the Supreme Court copied all parties in that Proof of Service (see Group Exhibit 4.1.b) without questioning:
 - Why the Plaintiff has an out-of-state address, or
 - Why neither of the two law firms filed an Appearance, or
 - Why Lisa Madigan/Criminal Enforcement Division was involved.

NOTE: The office staff of the Clerk of the Supreme Court sent competent evidence to the Criminal Enforcement Division that the Justices of the Supreme Court are committing TREASON by not signing orders.

6. On March 6, 2012, I filed the Motion to Vacate Void Orders due to Lack of Jurisdiction Pursuant to Section 2-619 (see Group Exhibit 5 inclusive) that included two Exhibits:

- a. On February 2, 2012, the Illinois Attorney General filed a Complaint, Case 12CH0.3602, **The People of the State of Illinois, Plaintiff, v. Nationwide Title Clearing, Inc., a Florida corporation, Defendants** (see Group Exhibit 2.1).
- b. Previously, on May 25, 2011, a Subpoena had been issued to Nationwide Title Clearing, Inc (see Group Exhibit 2.2). It was not until February 22, 2012 that I was able to access that Subpoena via a Freedom of Information request.
- c. The Exhibits included in support of the Subpoena were:
 - 1) **Exhibit A, relative to ILSC Case 113313** (see Group Exhibit 2.2.c) includes the same competent evidence I have submitted under Section 1109 certification to Judge Siegel and Judge Rossi in the 12th Judicial Circuit Court and to the Justices of the 3rd Appellate Court and
 - 2) **Exhibit B, relative to ILSC Case 113039** (see Group Exhibit 2.2.d) of includes the same competent evidence I have submitted to under Section 1109 certification to Associate Judge Cerne and to Judge Gibson in the 18th Judicial Circuit Court and to the Justices of the 2nd Appellate Court.

7. Per the Proof of Service (see Group Exhibit 5.1.b), that Motion was served:

- a. **By delivery confirmation to the Plaintiff, ATTN: David Co, Director, Deutsche Bank National Trust, in Santa Ana, CA,**
- b. *By delivery confirmation to Denis Pierce, Robert Deisinger, and Shaun Callahan at Pierce & Associates,*
- c. By delivery confirmation to Patrick Stanton and Amy Jonker of Dykema Gossett ,
- d. By signature-required delivery confirmation to the Clerk of the Supreme Court of Illinois,
- e. By signature-required delivery confirmation to each Justice of the Supreme Court,
- f. By signature-required delivery confirmation to Mr. Gist Fleshman, as Clerk of the Illinois Appellate Court, Third District,
- g. By signature-required delivery confirmation to Mr. Robert J. Mangan, as Clerk of the Illinois Appellate Court, Second District, and
- h. **By signature-required delivery confirmation of the Criminal Enforcement Division of the Illinois Attorney General.**

8. On March 20, 2012, I received a "Notification Letter" (see Group Exhibit 5.2):

- a. "Motion by petitioner, pro se, to Vacate void orders due to lack of jurisdiction Pursuant to Section 2-619. Motion denied."
- b. No order with "wet ink signature" of a Supreme Court Justice was included.
- c. The office staff of the Clerk of the Supreme Court copied all parties in that Proof of Service (see Group Exhibit 5.1.b) without questioning:
 - 1) Why the Plaintiff has an out-of-state address, or
 - 2) Why neither of the two law firms filed an Appearance, or
 - 3) Why Lisa Madigan/Criminal Enforcement Division was involved.

NOTE: The office staff of the Clerk of the Supreme Court sent competent evidence to the Criminal Enforcement Division that the Justices of the Supreme Court are committing TREASON by not signing orders.

9. On December 23, 2012, after I, as a non-attorney, had submitted a Motion to Correct, Chief Justice Kilbride of the Supreme Court of Illinois allegedly corrected the referenced Order (see Key Exhibit 11):

- a. The "Notification Letter" states, "Motion for Leave to Proceed in forma pauper is permitting the applicant to sue or defend without payment of fees, costs or charges. is hereby allowed, nunc pro tunc to November 15, 2011."
- b. Yet, Chief Justice Kilbride and the Justices of the Supreme Court continued to violate that Order by failing to address how I could submit future filings without paying the costs and expenses, particularly copy costs at FedEx, ink and paper costs at Staples, and service costs at USPS.
- c. I now need to file yet another motion, a Motion for Reimbursement for the many hundreds of dollars I have spent relative to ILSC Case 113313 and ILSC Case 113039.
- d. I use the word "allegedly" because no Justice of the Supreme Court or Justice of the 3rd or 2nd Appellate Courts has ever signed an Order (see Group Exhibit 4 inclusive)
- e. **QUESTION: How does a non-attorney know Illinois law better than the Chief Justice of the Supreme Court of Illinois?**

10. Per the Report of Proceedings for September 7, 2012 (see Group Exhibit 1.3), William McAlister apparently forged Judge O'Leary's signature on the Order, when Judge O'Leary was presiding over the foreclosure courtroom in Judge Siegel's absence. I believe that Judge Rossi commented on the record later that week about someone forging Judge Rossi's signature on the Order.

11. Per a previous Report of Proceedings for November 16, 2010 (see Key Exhibit 16), Judge Siegel had a discussion with Scott Guido of Pierce & Associates about the many foreclosures that had been put on hold.

12. On November 22, 2010, Judge Siegel recused himself from my case under Rule 63 (see Group Exhibit 1.5).

13. On February 29, 2012, Judge Siegel actively committed a Class 1 Felony:

- a. On April 5, 2012, I sent e-mails to Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Illinois Attorney General re: **WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12** (see Group Exhibit 1.2 inclusive).
- b. On April 12, 2012, I sent the Judicial Inquiry Board (see Group Exhibit 1.1 inclusive) a **Request for an Immediate Investigation of Judge Richard J. Siegel for Commission of a Class 1 Felony and for Multiple Violations of the Judicial Code of Conduct** with signature –required confirmation of delivery (see Group Exhibit 1.1.d).

IX. VIOLATION OF MY RIGHT TO DUE PROCESS/TREASON

1. Judge Siegel denied the first Defendant Motion to Compel Production (see Group Exhibit 9 inclusive) of a routine discovery request, to produce the original Note, the original Mortgage, and the original Assignment from the lender to the Plaintiff. Judge Siegel blatantly violated my right to due process as TREASON against the Constitution.

2. Judge Rossi denied the second Defendant Motion to Compel Production (see Group Exhibit 14 inclusive) of another routine discover request to produce evidence that Plaintiff's two separate law firms were actually hired by the Plaintiff, not by the servicer on behalf of he Plaintiff. Judge Rossi blatantly violated my right to due process as TREASON against the Constitution.

3. With its alleged Order denying my Petition for Leave to Appeal Pursuant to Rule 315 or Appeal as a Matter of Right (see Group Exhibit 3 inclusive), the Justices of the Supreme Court blatantly violated my right to due process as TREASON against the Constitution, as well.

4. Violation of the oaths of office by the Justices of the Supreme Court is acting without subject matter jurisdictions, as a trespasser of the law, Von Kettler et.al. v. Johnson, 57 Ill. 109 (1870), Elliott v. Peirsol, 1 Pet. 328, 340, 26 U.S. 328, 340 (1828); In re TIP-PA-HANS Enterprises, Inc., 27 B.R. 780, 783 (1983), and acted in treason, U.S. v. Will, 449 U.S. 200, 216, 101 S.Ct. 471, 66 L.Ed.2d 392, 406 (1980), Cohens v. Virginia, 19 U.S. (6 Wheat) 264, 404, 5 L.Ed 257 (1821).

NOTE: Per the subscription I have had for many months to the Petitions for Leave to Appeal Dispositions PDF files, it appears that the Justices of the Supreme Court are blatantly violated the rights of many Petitioners to due process as TREASON against the Constitution.

X. FEEDBACK – PROPOSAL 1/AFFIDAVITS

1. How will the foreclosure proceedings be “improved” with either proposed affidavit?
2. The two proposed Affidavits version 1 (see Key Exhibit 3) and version 2 (see Key Exhibit 4) reference willingness of the Affiant to testify in a trial.
 - a. **QUESTION: Has a single foreclosure case gone to trial in Illinois? If not, why not?**
3. Two different affidavits were submitted to Judge Rossi by Shaun Callahan of Pierre & Associates, one as of September 1, 2010 (see Key Exhibit 5) and a different one as of January 20, 2011 (see Key Exhibit 6):
 - a. The affiant is an infamous robo-signer and his “title” changes.
 - b. In addition, the Affiant obviously has no personal knowledge that the Note in this case was discharged in a Chapter 7 Bankruptcy on May 5, 2009, so any additional mortgage interest is a violation of federal bankruptcy laws, as well as a violation of federal and state debt collection laws.
4. Per the existing Illinois Mortgage Foreclosure Law (see Key Exhibit 19.d.4)), the judge is required to submit a Certificate of Personal Knowledge of the Affiant.
 - a. Every foreclosure Order without such judicial certificates is VOID.
5. If the foreclosure judges had followed the Illinois laws that they swore to uphold, the “robo-signing” issue would have been inapplicable to Illinois. The two Affidavits of Prove-Up in my Will County Case (see Key Exhibit 5 and Key Exhibit 6), would/should never have been accepted by the Court.
6. Also, according to the Illinois Conveyances Act, property records require that the notary be licensed by the Illinois Secretary of State, so the proposed Version 1 Affidavit violates Illinois law, which the Mortgage Foreclosure Committee members should have known.

XI. FEEDBACK – PROPOSED AFFIDAVIT 2 FOOTNOTE

1. It was also “ironic” to see the footnote on proposed Affidavit 2 (see Key Exhibit 4) that is not on proposed Affidavit 1 (see Key Exhibit 3):

"This affidavit provides a form for establishing only the amounts due and owing on the borrower's loan. It is not intended to relieve the foreclosing party from establishing other evidentiary requirements in connection with proving the allegations contained in its complaint as appropriate, including but not limited to the party's right to enforce the instrument of indebtedness if applicable"

2. What does the Mortgage Foreclosure Committee consider “evidentiary requirements”?
 - a. Production of the original note and the original mortgage in open court is already required by the Illinois Mortgage Foreclosure Law, yet no original mortgage was produced in either of my cases.
 - b. Proof of a valid chain of title relative to the right to enforce a security is already required by the Illinois Commercial Code and the Illinois Conveyances Act.
 - c. The Statute of Frauds requires “wet ink” signatures on contracts.

3. It is the footnote that is the critical failure in the foreclosure courts in Illinois and the entire country.

4. Any changes in foreclosure proceedings must address the “footnote”, particularly in relation to the more than 65 million securitized Notes registered in the Mortgage Electronic Registration System and the Notes in the Mortgage-Backed Security trusts have permanently clouded in the property records in Illinois and across the country.

XII. FEEDBACK – PROPOSAL 2/PAYMENT HISTORY

1. Each and every penny specified in an Affidavit of Prove-Up is money taken from the Mortgagor.

- a. If there is a surplus after the foreclosure sale, each penny of the Affidavit of Prove-Up decreases the amount of the surplus.
- b. If the foreclosure sale does not cover all amounts due (e.g., property is “under water”), each penny of the Affidavit of Prove-Up increases the amount of the personal deficiency.

2. QUESTION:: How can a Judgment for Foreclosure and Sale be granted with NO COMPETENT EVIDENCE submitted to the Court supporting the amounts due, particularly with default judgments?

- a. On February 29, 2012, Judge Siegel explicitly committed a Class 1 Felony (see Group Exhibit 1.1 *inclusive* and Group Exhibit 1.2 *inclusive*), with his Order granting a Personal Deficiency of \$231,200 with NO EVIDENCE, NOT EVEN AN AFFIDAVIT OF PROVE-UP, submitted for the Order that granted the Judgment for Foreclosure and Sale.
- b. Two different Affidavits of Prove-Up were submitted to Judge Rossi by Shaun Callahan of Pierce & Associates, one as of September 1, 2010 (see Key Exhibit 5) and a different one as of January 20, 2011 (see Key Exhibit 6):
 - 1) The affiant is an infamous robo-signer and his “title” changes.
 - 2) In addition, the Affiant obviously has no personal knowledge that the Note in this case was discharged in a Chapter 7 Bankruptcy on May 5, 2009, so any additional mortgage interest is a violation of federal bankruptcy laws, as well as a violation of federal and state debt collection laws.

XIII. FEEDBACK – PROPOSAL 3/CHAIN OF (FRAUDULENT) ASSIGNMENTS

1. On February 2, 2012, the Illinois Attorney General filed a Complaint, Case 12CH03602, **The People of the State of Illinois, Plaintiff, v. Nationwide Title Clearing, Inc., a Florida corporation, Defendants** (see Group Exhibit 2.1).

2. Previously, on May 25, 2011, a Subpoena had been issued to Nationwide Title Clearing, Inc (see Group Exhibit 2.2). It was not until February 22, 2012 that I was able to access that Subpoena via a Freedom of Information request.

3. The Exhibits included in support of the Subpoena were:

- a. **Exhibit A, relative to ILSC Case 113313** (see Group Exhibit 2.2.c) includes the same competent evidence I have submitted under Section 1 109 certification to Judge Siegel and Judge Rossi in the 12th Judicial Circuit Court and to the Justices of the 3rd Appellate Court and
- b. **Exhibit B, relative to ILSC Case 113039** (see Group Exhibit 2.2.d) includes the same competent evidence I have submitted to under Section 1 109 certification to Associate Judge Cerne and to Judge Gibson in the 18th Judicial Circuit Court and to the Justices of the 2nd Appellate Court.

4. In addition, I have submitted competent evidence from the Will County and DuPage County property records to Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Illinois Attorney General that Plaintiff attorneys are fabricating/ recording fraudulent assignments in the Illinois property records:

- a. Jill Rein, Managing Partner at Pierce & Associates, as "Certifying Officer" for the Mortgage Electronic Registration System
- b. William McAlister of Codilis & Associates, as "Signator" for the Mortgage Electronic Registration System

5. QUESTION: What kind of competent evidence is required relevant to assignments recorded in the Illinois property records?

- a. **Would the Court grant an Order for Foreclosure and Sale to Santa Claus based on upon a "humorous" assignment (see Key Exhibit 23)?**
- b. **Why are any of the fraudulent assignments any more valid, when the Illinois Records of Deeds are required to accept anything submitted with no verification, whatsoever?**

6. QUESTION: How can Mandatory Mediation be required, if the Plaintiffs are not even required to prove legal standing to agree to any loan modifications, principal reductions, or refinances:

- a. **If the Plaintiffs know they do not have legally enforceable standing, if/when the Mortgagors sign loan modifications, principal reductions, or refinances, FRAUDULENT DOCUMENTATION has been replaced with legally enforceable documentation.**
- b. **Do the legal fees associated with those Mandatory Mediation meetings get billed to the Mortgagor?**

6. QUESTION: How can Mandatory Mediation be required, if the Plaintiffs are not even required to prove legal standing to agree to any loan modifications, principal reductions, or refinances (con't):

c. If the Mortgagor makes the requisite monthly payments for a "trial" modification, but a final modification is denied, then the Mortgagor effectively has been conned out of all of those monies that will be needed for moving costs upon an Order for Possession after the Plaintiff forecloses, anyway.

d. It appears that Mandatory Mediation meetings are a "win-win" for the Plaintiffs.

NOTE: In the 12th Judicial Circuit Court of Will County, those mandatory mediations are not digitally recorded and there is no Order signed by the presiding judge, so there is no witness to any "alleged" agreements made by the Plaintiff's counsel.

7. When I called a Title Search company to ask about "Sheriff's Certificate of Sale" vs. "Sheriff's Deed", I mentioned that Illinois attorneys were fabricating assignments. The person casually mentioned, "Oh, there are a lot of those."

8. Again, Illinois attorneys are violating the Code of Professional Standards:

a. Violation of conflict of interest by acting on behalf of both the Assignor and the Assignee

b. How do they have signing authority for the Assignor

c. Commission of a Class X Felony against a financial institution under Public Act 096-1551, AN ACT CONCERNING CRIMINAL LAW see Key Exhibit 19.a inclusive) for intentionally assigning a Note in default to a financial institution.

8. Per media reports, reputable Title Insurance companies will no longer insure titles for any properties that have been foreclosed in Florida.

a. QUESTION: Will only disreputable Title Insurance companies, as now being specified to Mortgagors to use by foreclosure Plaintiffs, insure my two properties?

XIV. FEEDBACK – PROPOSAL 6/DEFENDANT NOTIFICATIONS

1. Regarding submission of any Motions to Vacate, based on my cases, it would appear to be a total waste of the little money foreclosure defendants have:

- a. On May 7, 2011, I filed the Defendant Motion to Vacate Judgment for Foreclosure and Sale (see Group Exhibit 13.1 inclusive).
- b. On June 22, 2011, Judge Rossi signed an Order denying the Motion to Vacate Judgment for Foreclosure and Sale (see Group Exhibit 13.2)
- c. On March 6, 2012, I filed the Motion to Vacate Void Orders due to Lack of Jurisdiction Pursuant to Section 2-619 with the Supreme Court of Illinois (see Group Exhibit 5 inclusive)
- d. On March 20, 2012, I received a "Notification Letter" that stated "Motion Denied", but no such order was included (see Group Exhibit 5.2).

2. Per its April 6, 2012 ruling in case No. 5-10-0483 (see Key Exhibit 10), the same Appellate Court of Illinois, Fifth District, No. 5-10-0483 ruled that foreclosure Defendants cannot appeal any foreclosures for any reason unless a final order to approve the sale of their homes has been granted, even if the sale was based on fraud, which means that no Order can ever be considered "final".

3. The Background and Analysis in that No. 5-10-0483 ruling (see Key Exhibit 10) clearly document that the Defendant-Appellant did everything that Proposal 6 recommends (see Key Exhibit 2), but the Appellate Court, Fifth District cited a 1989 Supreme Court ruling to dismiss the Appeal. **That ruling is basically saying that no foreclosure defendants can appeal until after the criminal sale of home is approved by the court.**

4. Yet, that ruling clearly violates the same Appellate Court's prior Bayview ruling No. 5-06-0664 on May 21, 2008 (see Key Exhibit 9) relative to a Summary Judgment, which is not a final order.

5. QUESTION: Why would any judge admit prior judicial error by vacating his own prior order?

XV. FEEDBACK – PROPOSAL 9/PLAINTIFF ATTORNEY AFFIDAVIT

1. Rule 137 already applies to the Plaintiff alleged attorneys:

- a. Per my entire Fraud Upon the Court section relative to Will County, particularly the two Motions for Sanctions (see Group Exhibit 1.4 inclusive) and Group Exhibit 1.8 inclusive), the attorneys from Pierce & Associates (Denis Pierce, Robert Deisinger, and Shaun Callahan) and the attorneys from Dykema Gossett (Patrick Stanton and Amy Jonker) committed blatant Fraud Upon the Court.
- b. Robert J. Emanuel, as a principal attorney for Deutsch, Levy & Engel, but then as a principal attorney for Much, Shelist et al, also blatantly violated Rule 137.

2. I have submitted competent evidence from the Will County and DuPage County property records to Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Illinois Attorney General that Plaintiff attorneys are fabricating/ recording fraudulent assignments in the Illinois property records:

- a. Jill Rein, Managing Partner at Pierce & Associates, as "Certifying Officer" for the Mortgage Electronic Registration System
- b. William McAlister of Codilis & Associates, as "Signator" for the Mortgage Electronic Registration System

3. Will such recommended attorney "affidavits" require Section 1109 Certification/ penalty of perjury?

4. QUESTION: How can independent law firms, Pierce & Associates/Dykema Gossett in Will County and Pierce & Associates/Deutsch, Levy & Engel/Much Shelist in DuPage County allegedly represent the same Plaintiff client, with no Motions to Withdraw filed by Pierce & Associates in either case?

XVI. FEEDBACK - NO ENFORCEMENT

1. In the proposals to “improve” foreclosure proceedings (see Key Exhibit 2), there is no mention of enforcement.

2. The Plaintiffs have already violated HARP, HAMP, and a multitude of Consent Orders from federal regulatory agencies with impunity.

3. Just like the ~~Ameriquest Settlement of January 23, 2006~~, the alleged National Mortgage Settlement of 2012 effectively has changed nothing relative to criminal foreclosure processes like the criminal sale of my Naperville home on July 20, 2011.

4. In fact, neither the National Mortgage Settlement nor the Independent Foreclosure Review process covers either of my two foreclosures:

- a. The foreclosure Complaint for my primary residence was not filed by the servicer, American Home Mortgage Servicing, Inc. Even if it were, that servicer is not included as a servicer in the “National Mortgage Settlement”.
- b. The ~~foreclosure Complaint for my Aurora property is not my primary residence.~~

5. QUESTION: How does a federal judge have jurisdiction over state foreclosure fraud? If the federal courts have jurisdiction, then why aren't the State Attorneys General filing federal racketeering/RICO or Ponzi scheme Complaints?

XVII. CONCLUSION

1. Even a cursory review of this submission with its several hundred pages of Exhibits that have been previously submitted under Section 1 109 Certification clearly documents a **GROSS MISCARRIAGE OF JUSTICE** relative to the **CRIMINAL SALE OF MY HOME**.

2. It is also blatantly obvious that the **RULE OF LAW DOES NOT EXIST AT ANY LEVEL OF THE ILLINOIS JUDICIARY SYSTEM**.

3. It is also blatantly obvious that there is **ZERO INTEGRITY** at any level of the Illinois Judiciary System, by attorneys or by judges/Justices.

4. The proposals (see Key Exhibit 2) to “improve” foreclosure procedures will not change a thing:

- a. They totally fail to address any accountability for Plaintiff foreclosure attorneys for the **Commission of a Class X Felony against a financial institution under Public Act 096-1551, AN ACT CONCERNING CRIMINAL LAW** see **Key Exhibit 19.a inclusive**, for intentionally assigning a **Note in default to a financial institution**.
- b. They totally fail to address any accountability for foreclosure judges who are accessories to ongoing criminal enterprises, like Judge Siegel’s explicit commission of a **Class 1 Felony** as reported to the Judicial Inquiry Board on April 12, 2012.
- c. They totally fail to address the criminal foreclosures like mine where **Fraud Upon the Court** was committed at every step in the foreclosure process.
- d. **Per the pleadings, Amy Jonker of Dykema, Gossett, one of the two “alleged” law firms representing the Plaintiff, could not even keep track of which Deutsche Bank National Trust this was in, R2004-R1 or R2004-R2. NOTE: The April 12, 2012 submission to the Judicial Inquiry Board was a prerequisite to this “term paper” Written Submission to Supreme Court Mortgage Foreclosure Committee under Misprision of Felony.**

5. By my Defendant/Appellant Certifications under Section 1 109 Certification, I verified everything I submitted in both of my foreclosure cases from the District Courts to the Appellate Courts, and to the Illinois Supreme Court:

- a. Yet, the Plaintiff’s alleged law firms never verified a thing.
- b. No attorney or law firm filed an Appearance in either Case 113313 or Case 113039 with the Supreme Court of Illinois, because doing so would be perjury, since the several law firms were hired by the servicers in both cases, not directly by the Plaintiffs.

6. The foreclosure improvements needed are to enforce the Illinois Mortgage Foreclosure Law that notes securitized into Mortgage-Backed Security trusts and registered in the Mortgage Electronic Registration System cannot elect to enforce those securities under the Illinois Mortgage Foreclosure Law AT ALL (see Group Exhibit 6 inclusive):

- a. Any/ all foreclosures based on securitized notes are VOID, even if chain of title were verified.

7. The “Do – Did” changes (see Key Exhibit 20) violate the Illinois Conveyances Act, the Illinois Mortgage Foreclosure Law, and the Illinois Statute of Frauds.

8. Per my Request for an Immediate Investigation of Judge Richard J. Siegel for Commission of a Class 1 Felony and for Multiple Violations of the Judicial Code of Conduct (see Group Exhibit 1.1 inclusive) served upon the Judicial Inquiry Board on April 12, 2012, all prior foreclosure rulings by Judge Siegel on behalf of Plaintiffs are now suspect, as well.

8. The “foreclosure mill” law firms in my two cases (Pierce & Associates; Dykema, Gossett; Deutsch, Levy & Engel; Much, Shelist et al; and Dunn, Martin et al) and in other cases I have researched and reported (Codilis & Associates and Freedman, Anselmo et al) qualify as organizers of an ongoing criminal financial enterprises.

9. All judges/Justices and the many attorneys who have failed to report the judges/Justices and attorneys for investigation have become accessories to the felonies.

10. The many judges/Justices have all violated their oaths of office and have committed TREASON against the Constitution. As a direct result, all judicial immunity is waived.

11. Any Judge, Justice, or attorney who reads this submission, with copies of the extensive documentation which has been submitted under Section 1109 certification to the District Courts, to the 2nd/3rd Appellate Courts, and to the Supreme Court of Illinois is required to take action on this carefully documented competent evidence by:

- a. Rule 63 for judges/justices and
- b. Rule 8.4 as attorneys.

12. CRITICAL: Both the 12th and the 18th Judicial Circuit Courts digitally record all foreclosure hearings:

13. Per those digital recordings, as well as the Plaintiff filings/pleadings, provide extensive evidence that the foreclosure courtrooms of the 12th and the 18th Judicial Circuit Courts meet the definition of ongoing criminal financial enterprises.

14. With two Illinois governors in a row who have been convicted of corruption and are now in prison, I have requested that the Illinois Attorney General investigate the many District Court judges, the 2nd/3rd Appellate Court Justices, and each of the Illinois Supreme Court Justices for TREASON against the Constitution for violating my right to Due Process under the Constitution.

Respectfully submitted,



Lauren L. Scheffers

LIST OF EXHIBITS

KEY EXHIBITS

1. 2012/04/13, Consumer Financial Protection Bureau Re: Service Providers (3 pgs.)
2. 2012/04/04, Illinois Supreme Court Mortgage Foreclosure Committee Proposals (2 pgs.)
3. 2012/04/04, Affidavit 1 (3 pgs.)
4. 2012/04/04, Affidavit 2 (4 pgs.)
5. 2010/09/01, Affidavit in Case 09CH03797 (2 pgs.)
6. 2011/01/20, Affidavit in Case 09CH03797 (2 pgs.)
7. 2012/04/10, E-mail to Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Illinois Attorney General re: ILLINOIS SUPREME COURT SEEKING COMMENTS ON PROPOSALS TO IMPROVE FORECLOSURE PROCEEDINGS, April 4, 2012, including March 23, 2011 e-mail re: **SCHEFFERS/ILSC TREASONOUS *DENIAL* OF Motion to Vacate Void Orders Pursuant to Section 2-619** (6 pgs.)
8. 2011/01/07, Massachusetts Supreme Judicial Court, U.S. Bank National Associates, trustee [FN1] vs. Antonio IBANEZ (16 pgs.)
9. 2008/05/21, Appellate Court of Illinois, Fifth District, No. 5-06-0664, Bayview Loan Servicing, L.L.C. v. Jeffrey Eden Nelson (6 pgs.)
 - a. A summary judgment is an appropriate remedy only if the pleadings, depositions, and admissions on file, together with any affidavits, show that there is no genuine issue of material fact and that the movant is entitled to a judgment as a matter of law. *Puertill v. Hess*, 111 Ill.2d 229, 240 (1986) (pg. 4).
 - b. Nothing in the trial court record indicates that Bayview holds the mortgage or note that is the subject of this foreclosure action. (final pg.)**
 - c. Additionally, because there was no basis for the entry of a summary judgment in favor of Bayview, the court improperly entered the judgment of foreclosure and order of sale. (final pg.)**
10. 2012/04/06, Appellate Court of Illinois, Fifth District, No. 5-10-0483 (3 pgs.)
11. 2012/12/23, Chief Justice Kilbride of the Supreme Court of Illinois correction of order per Motion to Correct submitted by non-attorney (2 pgs.)
12. 2012/04/05, 12th Judicial Circuit Court Online Docket, Judicial Notice requested (10 pgs.)
13. 2009/09/16, Pierce & Associates Collection Letter (2 pgs.)
 - a. Hired by American Home Mortgage Servicing, Inc., the servicer, not by the Plaintiff
 - b. The total amount of the debt due is \$186,795.82 vs. \$170,963.25 in the Complaint
14. 2010/02/26, Plaintiff's Response to Defendant's First Request for Production (6 pgs.)
15. 2010/08/12, Order (1 pg.)
 - a. **"All filings by Defendant Scheffers related to affirmative defenses, counterclaims, or related defense matters must be submitted to the Court for written approval regarding whether Plaintiff must respond or whether the filings will be stricken without hearing or further briefings."**

KEY EXHIBITS (CON'T.)

16. 2010/11/16, Report of Proceedings, presiding Judge Siegel (11 pgs.)
17. 2011/07/01, Notice of Appeal (1 pg.)
18. 2011/07/20, Sheriff's Report of Sale and Distribution (2 pgs.)
19. Foundational Illinois legislation, Supreme Court Rules, Civil Statutes, and Judicial/Attorney Codes of Professional Conduct
 - a. Public Act 096-1551, AN ACT concerning criminal law, effective July 1, 2011 (3 pgs.)
 - b. Rule 63, Canon 3 (3 pgs.)
 - c. Rule 8.4, Misconduct (2 pgs.)
 - d. List of Exhibits – Motion to Vacate (3 pgs.)
 - 1) ILCS 735.5/1 109, Code of Civil Procedure, re: Verification by Certification
 - 2) ILCS 735 5/Art. II. Pt. 10, Code of Civil Procedure, re: Summary Judgment
 - 3) ILCS 765-5/0.01, Illinois Conveyances Act
 - 4) ILCS 735 5/Art. XV, Illinois Mortgage Foreclosure Law
 - 5) ILCS 810 5/Article 3, Uniform Commercial Code, re: Negotiable Securities and Part 3. Enforcement of Instruments
 - 6) ILCS 735 5/Art. II, Pt. 6 Code of Civil Procedure, re: Pleading
 - e. Illinois Financial Crime Law (4 pgs.)
20. 2010, "Do – Did", by James McGuire (1 pg.)
21. ~~2009/01/15 Assignment of Mortgage Deed (1 pg.)~~
NOTE: Alleged assignment was notarized after the Note was in default with an effective date after the Note was included in a Chapter 7 Bankruptcy filing on January 30, 2009
22. **2008/11/20 Alleged corporate resolution by Citi Residential Lending Inc.** regarding signing authority for assignments by Crystal Moore and Bryan Bly, both employees of Nationwide Title Clearing, Inc., not of Citi Residential Lending (3 pgs.)
 - a. Bryan Bly
 - b. Crystal Moore
 - c. Only 2 of 3 signatures
 - d. No titles of signatories

NOTE: Where did Town & Country Credit authorize Citi Residential Lending Inc. to have legal standing to assign the Note and the Mortgage

23. 07/09/10 Santa Claus Assignment as fabricated/published on the Internet (1 pg.)
24. 2010/10/25 Deutsche Bank Re: Certain Allegations Regarding Loan Servicer Foreclosure Practices (1 pg.)
 - a. "Specifically, the Trustee issued, on October 8, 2010, the attached memorandum to all loan servicers for U.S. residential mortgage backed securities trusts"

NOTE: The alleged trust is not a land trust as specified in Sec. 15-1106 of the Illinois Mortgage Foreclosure Law

KEY EXHIBITS (CON'T.)

25. 2010/10/08, Deutsche Bank Re: Allegations Regarding Certain Servicing Foreclosure Procedures (3 pgs.)
- a. "We write to express the Trustee's serious concern regarding allegations of potential defects in foreclosure practices, procedures and/or documentation used by certain major loan servicers and their agents" (pg. 1)
 - b. **"Cease and desist from taking any unlawful or improper action with respect to the servicing of Trust assets, including, but not limited to, making any false or misleading statements in any filing, notice, document or paper of any kind" (pg. 2)**
 - c. **"Cease and desist from executing any document on behalf of the Trustee or on behalf of any Trust, under any power or attorney or otherwise, unless and until the Servicer and its agents have: (a) verified that all statements in such document are true, complete and correct; and (b) determined that the execution and filing of such documents are in full compliance with all applicable laws, rules and regulations, including all applicable rules of court"** (pg. 2)

NOTE: The January 10, 2011 Affidavit of Prove-Up document violates this Cease and Desist order with its violation of the Chapter 7 Bankruptcy filing on January 30, 2009

NOTE: The affiant apparently had no personal knowledge of the Chapter 7 Bankruptcy

- d. **"Cease and desist from executing any document in a manner that indicates or suggests that the signatory is an officer or employee of the Trustee"** (pg. 2)

NOTE: The January 10, 2011 Affidavit of Prove-Up document violates this Cease and Desist order as "Agent" for the Trustee

26. 2008/07/28 Deutsche Bank Re: Advisory Concerning Servicing Issues Affecting Securitized Housing Assets (4 pgs.)

NOTE: The alleged trust is not a land trust as specified in Sec. 15-1106 of the Illinois Mortgage Foreclosure Law

- a. **"(1) Foreclosure Procedures: Proof of "Ownership" of Loans (pg. 1)**
 - 1) "in compliance with all federal, state, and local laws, rules, regulations and court procedures"

NOTE: The Illinois Conveyances Act controls the recording requirements relative to real estate liens

- b. "In this regard, the Trustee is concerned that servicers make clear to their servicing personnel and other professionals, including legal counsel, retained by servicers, that **securitization trusts typically become the owners of, and take title to, mortgage loans at the time the securitization trusts are formed** (pg. 2)

NOTE: The alleged Trust closed on February 6, 2004

KEY EXHIBITS (CON'T.)

26. 2008/07/28 Deutsche Bank Re: Advisory Concerning Servicing Issues Affecting **Securitized Housing Assets** (con't.)
- c. "In particular, servicing professionals must become sufficiently familiar with the terms of the relevant securitization documents for each Trust for which they act to explain and, where necessary, prove those terms and the resulting ownership interests to courts and government agencies" (pg. 2)
 - d. **"In no event should servicer-retained foreclosure professionals, including counsel, mislead third parties, including courts, into believing that the Trustee directly controls the foreclosure process or any related litigation process"** (pg. 2)

NOTE: The Complaint in this instant action lists the Trust as Plaintiff, not American Home Mortgage Servicing, Inc., as servicer on behalf of the Trust

27. 2007/08/30 Deutsche Bank Re: Complaint With Laws, Rules and Regulations in Connection With Foreclosures on **Securitized Assets**: Attentiveness to Certain Community and Governmental Concerns: Proper Description of Legal Capacities (2 pgs.)
- NOTE: The alleged trust is not a land trust as specified in Sec. 15-1106 of the Illinois Mortgage Foreclosure Law**

- a. "d) At all times properly identify your representative capacity, as servicer, and DBNTC's or DBTCA's capacity "as Trustee of [insert name of relevant Trust]" in all notices, pleadings, correspondence or other documents relating to the mortgage loans" (pg. 2)

NOTE: The Complaint in this instant action lists the Trust as Plaintiff, not American Home Mortgage Servicing, Inc., as servicer on behalf of the Trust

GROUP EXHIBIT 1 – FRAUD UPON THE COURT

1. 2012/04/12, Judicial Inquiry Board
 - a. **Request for an Immediate Investigation of Judge Richard J. Siegel for Commission of a Class 1 Felony and for Multiple Violations of the Judicial Code of Conduct** (5 pgs.)
 - b. **Judicial Complaint Form** (4 pgs.)
 - c. **List of Exhibits** (3 pgs.)
 - d. 2012/04/13, USPS Signature-Required Proof of Delivery (1 pg.)
2. 2012/04/05, Copies of E-mails with print-outs of attached PDFS to Consumer Counsel, IAG, Re: **WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12**
 - a. Notice of Filing, April 5, 2012 (1 pg.)
 - b. Certification of Service (1 pg.)
 - c. 2012/04/04 Letter to Judge Richard J. Siegel with Signature-Required Confirmation of Delivery of 2307 1770 0000 1052 1604 (1 pg.)
 - d. 2012/04/04 List of Enclosures (2 pgs.)
 - e. 2012/03/02 E-mails to Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Illinois Attorney General
 - 1) Re: SCHEFFERS 1 of 6/WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12 (4 pgs.)
 - 2) Re: SCHEFFERS 2 of 6/WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12 (2 pgs.)
 - 3) Re: SCHEFFERS 3 of 6/WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12 (1 pg.)
 - 4) Re: SCHEFFERS 4 of 6/WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12 (4 pgs.)
 - 5) Re: SCHEFFERS 5 of 6/WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12 (4 pgs.)
 - 6) Re: SCHEFFERS 6 of 6/WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12 (2 pgs.)
3. 2011/09/07, Report of Proceedings, presiding **Judge O’Leary’s signature forged** by William McAlistier of Codilis & Associates (3 pgs.)
4. 2010/11/12, Motion for Sanctions
 - a. **Notice of Motion, November 12, 2010** (1 pg.)
 - b. **Proof of Service** (2 pgs.)
 - c. **Defendant Section 1 109 Certification** (1 pg.)
 - d. **Defendant Motion for Sanctions** (13 pgs.)
 - e. **List of Exhibits** (13 pgs.)
5. 2010/11/22, Recusal Order by Judge Siegel under Rule 63 (3 pgs.)
6. 2011/01/21, Response to Defendant’s Motion for Sactions <sic>
 - a. **Notice of Filing/Proof of Service, January 21, 2011** (1 pg.)
 - b. **Response to Defendant’s Motion for Sactions <sic>** (2 pgs.)

GROUP EXHIBIT 1 – FRAUD UPON THE COURT (CON'T.)

7. 2011/02/07, Defendant Reply in Support of Defendant Motion for Sanctions
 - a. Notice of Filing, February 7, 2011 (1 pg.)
 - b. Proof of Service (2 pgs.)
 - c. Defendant Section 1 109 Certification (1 pg.)
 - d. Defendant Reply in Support of Defendant Motion for Sanctions (11 pgs.)
 - e. List of Exhibits (10 pgs.)
8. 2011/05/08, Motion for Sanctions Against Pierce & Associates Pursuant to Rule 137
 - a. Notice of Motion, May 8, 2011 (1 pg.)
 - b. Proof of Service (1 pg.)
 - c. Defendant Section 1 109 Certification (1 pg.)
 - d. Motion for Sanctions Against Pierce & Associates Pursuant to Rule 137 (5 pgs.)
 - e. List of Exhibits (4 pgs.)
9. **Pierce & Associates Response to Defendant's Motion for Sanctions Against Pierce & Associates Pursuant to Rule 137 - NONE**
10. 2011/06/22, Order (1 pg.)
 - a. **"Defendant's Motion for Sanctions Against Pierce & Associates is denied."**

GROUP EXHIBIT 2: – IAG COMPLAINT 12CH03602 IN THE CIRCUIT COURT OF COOK COUNTY

1. 2012/02/02, Complaint 12CH03602 in the Circuit Court of Cook County, Chancery Division
 - a. **The People of the State of Illinois, Plaintiff, v. Nationwide Title Clearing, Inc., a Florida corporation, Defendants**
 - b. Filed February 2, 2012
 - c. Complaint for Injunctive and Other Relief for violations of the Consumer Fraud and Deceptive Business Practices Act ("Consumer Fraud Act"), 815 ILCS 505/1 *et seq* (23 pgs.)
 - d. Exhibits (6 pgs.)
2. 2011/05/25, Subpoena Duces Tecum of the Attorney General of the State of Illinois, The People of the State of Illinois Consumer Protection Division
 - a. Subpoena Duces Tecum of the Attorney General of the State of Illinois (1 pg.)
 - b. Rider to Subpoena for Nationwide Title Clearing, Inc. with Interrogatories and Requests for Production (5 pgs.)
 - c. **Exhibit A, relative to ILSC Case 113313 (9 pgs.)**
 - d. **Exhibit B, relative to ILSC Case 113039 (2 pgs.)**
 - e. Certified Mail (1 pg.)

ILLINOIS SUPREME COURT CASES 113313/113039

GROUP EXHIBIT 3 – CASE 113313, NOTICE OF FILING PETITION FOR LEAVE TO APPEAL PURSUANT TO RULE 315 OR APPEAL AS A MATTER OF RIGHT PURSUANT TO RULE 317

1. 2011/11/02, Notice of Filing Petition for Leave to Appeal Pursuant to Rule 315 or Appeal as a Matter of Right Pursuant to Rule 317
 - a. Notice of Filing, November 2, 2011 (2 pgs.)
 - b. Proof of Service (2 pgs.)
 - c. Defendant Section 1 109 Certification (1 pg.)
 - d. Notice of Filing Petition for Leave to Appeal Pursuant to Rule 315 or Appeal as a Matter of Right Pursuant to Rule 317 (19 pgs.)
 - e. Separate Appendix (8 pgs.)
2. 2012/01/25, "Notification Letter" (1 pg.)
 - a. "The Supreme Court today DENIED the petition for leave to appeal or appeal as a matter of right in the above entitled cause."

GROUP EXHIBIT 4 – CASE 113313, MOTION FOR SERVICE OF ORDERS SIGNED BY SUPREME COURT AND APPELLATE COURT JUSTICES

1. 2012/12/15, Motion for Service of Orders Signed by Supreme Court and Appellate Court Justices
 - a. Notice of Filing, December 15, 2012 (1 pg.)
 - b. Proof of Service (4 pgs.)
 - c. Defendant Section 1 109 Certification (1 pg.)
 - d. Motion for Service of Orders Signed by Supreme Court and Appellate Court Justices (20 pgs.)
 - e. Separate Appendix (7 pgs.)
2. 2012/01/06, "Notification Letter" (1 pg.)
 - a. "Today the following order was entered in the captioned case: Motion by petitioner, pro se, for service of signed orders by Supreme Court and Appellate Court Justices, Motion Denied. Order entered by the court."

GROUP EXHIBIT 5 – CASE 113313, MOTION TO VACATE VOID ORDERS DUE TO LACK OF JURISDICTION PURSUANT TO SECTION 2-619

1. 2012/03/06, Motion to Vacate Void Orders due to Lack of Jurisdiction Pursuant to Section 2-619
 - a. Notice of Filing, March 6, 2012 (1 pg.)
 - b. Proof of Service (4 pgs.)
 - c. Defendant Section 1 109 Certification (1 pg.)
 - d. Motion to Vacate Void Orders due to Lack of Jurisdiction Pursuant to Section 2-619 (16 pgs.)
 - e. Appendix (2 pgs.)
2. 2012/03/20, “Notification Letter” (1 pg.)
 - a. “Motion by petitioner, pro se, to vacate void orders due to lack of jurisdiction Pursuant to Section 2-619. Motion denied.”
3. 2012/03/26, E-mail to Consumer Counsel, 1AG Re: **SCHEFFERS/ILSC TREAONOUS *DENIAL* OF Motion to Vacate Void Orders Pursuant to Section 2-619**
 - a. Notice of Filing, March 26, 2012 (1 pg.)
 - b. Certification of Service (1 pg.)
 - c. 2012/03/23, E-mails to Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Illinois Attorney General Re: SCHEFFERS/ILSC TREAONOUS *DENIAL* OF Motion to Vacate Void Orders Pursuant to Section 2-619 (3 pgs.)
 - d. 2012/03/20, “Notification Letter” (1 pg.)
 - 1) “Motion by petitioner, pro se, to vacate void orders due to lack of jurisdiction Pursuant to Section 2-619. Motion denied.” (1 pg.)

THIRD APPELLATE COURT CASE 3-11/0476

GROUP EXHIBIT 6 – PETITION FOR CERTIFICATE OF IMPORTANCE

1. 2011/10/17, Petition for Certificate of Importance
 - a. Notice of Filing, October 17, 2011 (1 pg.)
 - b. Certification of Service (1 pg.)
 - c. Defendant Section 1 109 Certification (1 pg.)
 - d. Petition for Certificate of Importance (13 pgs.)
2. 2011/11/10, “Notification Letter” (1 pg.)
 - a. “The Court has this day entered in the above entitled cause the following order: *Appellant’s Petition for Certificate of Importance is DENIED.*”

12th JUDICIAL CIRCUIT COURT CASE 09CH3797

GROUP EXHIBIT 7 – ANSWER AND COUNTER-COMPLAINT

1. 2009/11/13, Answer and Counter-Complaint
 - a. Defendant Section 1 109 Certification (1 pg.)
 - b. *Answer and Counter-Complaint (20 pgs.)*
 - c. Exhibit Categories (4 pgs.)

GROUP EXHIBIT 8 – DEFENDANT’S MOTION FOR QUIET TITLE

1. 2009/11/09, Defendant’s Motion for Quiet Title
 - a. Notice of Motion, November 9, 2009 (1 pg.)
 - b. Proof of Service (1 pg.)
 - c. Defendant’s Motion for Quiet Title (2 pgs.)
2. 2009/12/21, Response to Defendant’s Motion for Quiet Title
 - a. Notice of Filing/Proof of Service, December 21, 2009 (1 pg.)
 - b. Response to Defendant’s Motion for Quiet Title (3 pgs.)
3. 2010/01/14, Defendant/Counter-Plaintiff Reply to Plaintiff/Counter-Defendant Response to Motion for Quiet Title (15 pgs.)
 - a. Notice of Filing, January 14, 2010 (2 pgs.)
 - b. Proof of Service (1 pg.)
 - c. Defendant Section 1 109 Certification (1 pg.)
 - d. Defendant/Counter-Plaintiff Reply to Plaintiff/Counter-Defendant Response to Motion for Quiet Title (15 pgs.)
 - e. List of Exhibits (1 pg.)
4. 2009/11/24, Order with briefing schedule (1 pg.)
5. 2009/11/28, Order (1 pg.)
 - a. “Motion for Quiet Title denied.”
 - b. “Plaintiff has 28 days to respond to Defendant’s Counterclaim and Affirmative Defenses, **as well as any pending discovery.**”

GROUP EXHIBIT 9 – DEFENDANT MOTION TO COMPEL PRODUCTION

1. 2009/12/24, Defendant’s First Request for Production (3 pgs.)
2. 2010/02/26, Plaintiff’s Response to Defendant’s First Request for Production
 - a. *Certification of Service, February 26, 2010 (1 pg.)*
 - b. Plaintiff’s Response to Defendant’s First Request for Production (5 pgs.)
3. 2010/06/11, Defendant Motion to Compel Production
 - a. Notice of Motion – Amended Date, June 11, 2010 (1 pg.)
 - b. Proof of Service (1 pg.)
 - c. Defendant Section 1 109 Certification (1 pg.)
 - d. Defendant Motion to Compel Production (4 pgs.)
 - e. List of Exhibits (1 pg.)
4. 2010/08/12, Order (1 pg.)
 - a. “Defendant’s Motions denied for reasons stated on the record.”

NOTE: No such reason stated in the Report of Proceedings.

GROUP EXHIBIT 10 – PLAINTIFF/COUNTER-DEFENDANT’S MOTION TO DISMISS AFFIRMATIVE DEFENSES AND COUNTER-COMPLAINT PURSUANT TO 735 ILCS SECTION 2-619.1

1. 2010/03/16, Plaintiff/Counter-Defendant’s Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS Section 2-619.1
 - a. Certification of Service, March 16, 2010 (1 pg.)
 - b. Plaintiff/Counter-Defendant’s Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS Section 2-619.1 (2 pgs.)
2. 2010/03/16, Memorandum in Support of Plaintiff/Counter-Defendant’s Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS Section 2-619.1
 - a. Certification of Service, March 16, 2010 (1 pg.)
 - b. Memorandum in Support of Plaintiff/Counter-Defendant’s Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS Section 2-619.1 (14 pgs.)
3. 2010/04/15, Defendant/Counter-Plaintiff Response to Plaintiff/Counter-Defendant’s Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS Section 2-619.1
 - a. Notice of Filing, April 15, 2010 (1 pg.)
 - b. Proof of Service (1 pg.)
 - c. Defendant Section 1109 Certification (1 pg.)
 - d. Defendant/Counter-Plaintiff Response to Plaintiff/Counter-Defendant’s Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS Section 2-619.1 (8 pgs.)
 - e. List of Exhibits (1 pg.)
4. 2010/05/07, Plaintiff’s Reply in Support of its Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to ILCS Section 2-619.1
 - a. Certification of Service, May 7, 2010 (1 pg.)
 - b. Plaintiff’s Reply in Support of its Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to ILCS Section 2-619.1 (9 pgs.)
5. 2010/05/13 Order (1 pg.)
 - a. “Plaintiff’s Motion to Dismiss is granted.”

GROUP EXHIBIT 11 – DEFENDANT/COUNTER-PLAINTIFF MOTION TO DISMISS COMPLAINT TO FORECLOSE MORTGAGE FOR LACK OF LEGAL STANDING

1. 2010/03/03, Defendant/Counter-Plaintiff Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing
 - a. Notice of Motion, March 3, 2010 (1 pg.)
 - b. Proof of Service (2 pgs.)
 - c. Notice of Motion – Amended Date, March 5, 2010 (1 pg.)
 - d. Proof of Service (1 pg.)
 - e. Defendant Section 1 109 Certification (1 pg.)
 - f. Defendant/Counter-Plaintiff Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing (12 pgs.)
 - g. List of Exhibits (3 pgs.)
2. 2010/04/15, Plaintiff's Response to Defendant Scheffer's Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing (10 pgs.)
 - a. Certification of Service, April 15, 2010 (1 pg.)
 - b. Plaintiff's Response to Defendant Scheffer's <sic> Motion to Dismiss Complaint to Fore close Mortgage for Lack of Legal Standing (10 pgs.)
3. 2010/05/05, Defendant's Reply to Plaintiff's Response to Defendant Scheffer's <sic> Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing
 - a. Notice of Filing, May 5, 2010 (1 pg.)
 - b. Proof of Service (1 pg.)
 - c. Defendant Section 1 109 Certification (1 pg.)
 - d. Defendant's Reply to Plaintiff's Response to Defendant Scheffer's <sic> Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing (10 pgs.)
 - e. General State re: No Waiver of Rights (2 pgs.)
 - f. List of Exhibits (9 pgs.)
4. 2010/05/13 Order (1 pg.)
 - a. "Defendant's Motion to Dismiss is denied."
 - b. **"The Court finds that Plaintiff has legal standing."**

GROUP EXHIBIT 12 – DEFENDANT MOTION FOR SUMMARY JUDGMENT

1. 2010/09/08, Defendant Motion for Summary Judgment
 - a. Notice of Motion, September 8, 2010 (1 pg.)
 - b. Proof of Service (1 pg.)
 - c. Defendant Section 1 109 Certification (1 pg.)
 - d. Defendant Motion for Summary Judgment (15 pgs.)
 - e. Memorandum in Support of Defendant Motion for Summary Judgment (13 pgs.)
 - f. List of Exhibits (18 pgs.)

GROUP EXHIBIT 12 – DEFENDANT MOTION FOR SUMMARY JUDGMENT (CON'T.)

2. 2010/10/05, Motion to Strike Defendant's Motion for Summary Judgment
 - a. Notice of Filing/Certification of Service, October 5, 2010 (2 pgs.)
 - b. Motion to Strike Defendant's Motion for Summary Judgment (2 pgs.)
 - c. Exhibit A: 2010/05/13 Court Order (1 pg.)
 - d. Exhibit B: 2010/08/12 Court Order
 - 1) **“All filings by Defendant Scheffers related to affirmative defenses, counterclaims, or related defense matters must be submitted to the Court for written approval regarding whether Plaintiff must respond or whether the filings will be stricken without hearing or further briefings.”**
3. 2010/10/18, Defendant Response to Plaintiff Motion to Strike Defendant Motion for Summary Judgment
 - a. Notice of Filing, October 18, 2010 (1 pg.)
 - b. Proof of Service (1 pg.)
 - c. Defendant Section 1109 Certification (1 pg.)
 - d. Defendant Response to Plaintiff Motion to Strike Defendant Motion for Summary Judgment (4 pgs.)
 - e. List of Exhibits (2 pgs.)
4. 2010/10/18, Defendant Combined Response to Plaintiff Motion for Order of Default, Motion for Judgment for Foreclosure and Sale, and Motion for Summary Judgment
 - a. Notice of Filing, October 18, 2010 (1 pg.)
 - b. Proof of Service (1 pg.)
 - c. Defendant Section 1109 Certification (1 pg.)
 - d. Defendant Combined Response to Plaintiff Motion for Order of Default, Motion for Judgment for Foreclosure and Sale, and Motion for Summary Judgment (3 pgs.)
 - e. List of Exhibits (1)
 - f. Exhibit 1
 - 1) Notice of Motion (1 pg.)
 - 2) Motion for Order of Default (1 pg.)
 - 3) Motion for Judgment for Foreclosure and Sale (1 pg.)
 - 4) ~~Motion for Summary Judgment (1 pg.)~~

NOTE: This Motion for Summary Judgment is different than the one served upon the Defendant on April 5, 2011, the day after the Plaintiff Motion for Summary Judgment had been granted on April 4, 2011, when it had already been denied on March 22, 2011.
5. 2010/10/19, [Plaintiff] Reply in Support of Motion for Summary Judgment
 - a. Notice of Filing/Certificate of Service October 20, 2010 (2 pgs.)
 - b. [Plaintiff] Reply in Support of Motion for Summary Judgment (4 pgs.)

NOTE: No Plaintiff Motion for Summary Judgment was filed with the Court

GROUP EXHIBIT 12 – DEFENDANT MOTION FOR SUMMARY JUDGMENT (CON'T.)

6. 2010/10/23, Defendant Reply in Support of Defendant Motion for Summary Judgment Pursuant to 735 ILCS 3/2-1005 – Corrected
 - a. Notice of Filing, October 23, 2010 (1 pg.)
 - b. Proof of Service (1 pg.)
 - c. Defendant Section 1109 Certification (1 pg.)
 - d. Defendant Reply in Support of Defendant Motion for Summary Judgment Pursuant to 735 ILCS 3/2-1005 – Corrected (8 pgs.)
 - e. List of Exhibits (2 pgs.)
7. 2011/03/22 Memorandum and Order received March 26, 2011 for April 4, 2011 hearing
 - a. Cover letter (1 pg.)
 - b. Memorandum and Order (12 pgs.)
 - c. 2011/03/28 Clerk entry relative to Memorandum and Order of March 22, 2011
 - 1) Plaintiff's motion to strike the motion for summary judgment of Defendant is denied
 - 2) Defendant's motion to strike the motion for summary judgment of Plaintiff is denied
 - 3) Defendant's motion for sanctions is denied
 - 4) Defendant's motion for summary judgment is denied
 - 5) Plaintiff's motion for summary judgment is denied
 - 6) **Matter is set for status on April 4, 2011 at 9:00 AM in Room 401**
8. 2011/04/04 Order (1 pg.)
 - a. "Plaintiff's Motion for Summary Judgment is granted."
 - b. **"Plaintiff is to send copy of its Motion for Summary Judgment to Defendant."**

NOTE: The Court suddenly granted Plaintiff Motion for Summary Judgment at a status call to set a trial date on April 4, 2011, when the unrecorded Plaintiff's Motion for Summary Judgment had just been denied on March 22, 2011
9. 2011/04/05 Copy of Pierce & Associates letter to Judge Rossi (1 pg.)
10. 2011/04/05 Motion for Summary Judgment (1 pg.)
 - a. **Granted the day before, when denied on March 22, 2011**
 - b. **Never filed nor previously served upon the Defendant**

GROUP EXHIBIT 13 – DEFENDANT MOTION TO VACATE JUDGMENT FOR FORECLOSURE AND SALE

1. 2011/05/07, Defendant Motion to Vacate Judgment for Foreclosure and Sale
 - a. Notice of Motion, May 7, 2011 (1 pg.)
 - b. Proof of Service (1 pg.)
 - c. Defendant Section 1109 Certification (1 pg.)
 - d. Defendant Motion to Vacate Judgment for Foreclosure and Sale (32 pgs.)
 - e. List of Exhibits (35 pgs.)
2. 2011/06/22, Order (1 pg.)
 - a. "Defendant's motion to vacate judgment of foreclosure and sale is denied."

GROUP EXHIBIT 14 – DEFENDANT MOTION TO COMPEL PRODUCTION 2

1. 2011/02/22, Defendant's Second Request for Production
 - a. Proof of Service (2 pgs.)
 - b. Defendant's Second Request for Production (3 pgs.)
2. **Plaintiff's Response to Defendant's Second Request for Production - NONE**
3. 2011/05/09, Defendant Motion to Compel Production 2
 - a. Notice of Motion, May 9, 2011 (1 pg.)
 - b. Proof of Service (1 pg.)
 - c. Defendant Section 1 109 Certification (1 pg.)
 - d. Defendant Motion to Compel Production 2 (4 pgs.)
 - e. List of Exhibits (3 pgs.)
4. 2011/06/22, Order (1 pg.)
 - a. **"Defendant's motion to Compel Production 2 is denied."**

GROUP EXHIBIT 15 – MOTION FOR TEMPORARY RESTRAINING ORDER AND/ROR PRELIMINARY INJUNCTION

1. 2011/06/17, Motion for Temporary Restraining Order and/or Preliminary Injunction
 - a. Notice of Motion, June 17, 2011 (1 pg.)
 - b. Proof of Service (1 pg.)
 - c. Defendant Section 1 109 Certification (1 pg.)
 - d. Motion for Temporary Restraining Order and/or Preliminary Injunction (8 pgs.)
 - e. List of Exhibits (2 pgs.)
2. 2011/06/22, Order (1 pg.)
 - a. "Defendant's motion for temporary restraining order and preliminary injunction is denied."

GROUP EXHIBIT 16 – NOTICE OF APPEAL

1. 2011/07/01, Notice of Appeal
 - a. Notice of Appeal, July 1, 2011 (1 pg.)
 - b. Proof of Service (1 pg.)
 - c. Defendant Section 1 109 Certification (1 pg.)
 - d. List of Exhibits (2 pgs.)

GROUP EXHIBIT 17 – SHERIFF'S REPORT OF SALE AND DISTRIBUTION/ CERTIFICATE OF SALE

1. **2011/07/20, Sheriff's Report of Sale and Distribution (2 pgs.)**
2. **2011/07/28, Sheriff's Certificate of Sale (1 pg.)**
3. 2012/02/28, E-mail to Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Illinois Attorney General re: **SCHEFFERS/UPDATE 1 OF 3 DUNN MARTIN-SCHEFFERS /PIERCE/DYKEMA CONSUMER FRAUD (3 pgs.)**

KEY EXHIBITS



CFPB Bulletin 2012-03

Date: April 13, 2012

Subject: Service Providers

The Consumer Financial Protection Bureau (“CFPB”) expects supervised banks and nonbanks to oversee their business relationships with service providers in a manner that ensures compliance with Federal consumer financial law, which is designed to protect the interests of consumers and avoid consumer harm. The CFPB’s exercise of its supervisory and enforcement authority will closely reflect this orientation and emphasis.

This Bulletin uses the following terms:

Supervised banks and nonbanks refers to the following entities supervised by the CFPB:

- Large insured depository institutions, large insured credit unions, and their affiliates (12 U.S.C. § 5515); and
- Certain non-depository consumer financial services companies (12 U.S.C. § 5514).

Supervised service providers refers to the following entities supervised by the CFPB:

- Service providers to supervised banks and nonbanks (12 U.S.C. §§ 5515, 5514); and
- Service providers to a substantial number of small insured depository institutions or small insured credit unions (12 U.S.C. § 5516).

Service provider is generally defined in section 1002(26) of the Dodd-Frank Act as “any person that provides a material service to a covered person in connection with the offering or provision by such covered person of a consumer financial product or service.” (12 U.S.C. § 5481(26)). A service provider may or may not be affiliated with the person to which it provides services.

Federal consumer financial law is defined in section 1002(14) of the Dodd-Frank Act (12 U.S.C. § 5481(14)).

A. Service Provider Relationships

The CFPB recognizes that the use of service providers is often an appropriate business decision for supervised banks and nonbanks. Supervised banks and nonbanks may outsource certain functions to service providers due to resource constraints, use service providers to develop and market additional products or services, or rely on expertise from service providers that would not otherwise be available without significant investment.

However, the mere fact that a supervised bank or nonbank enters into a business relationship with a service provider does not absolve the supervised bank or nonbank of responsibility for complying with Federal consumer financial law to avoid consumer harm. A service provider that is unfamiliar with the legal requirements applicable to the products or services being offered, or that does not make efforts to implement those requirements carefully and effectively, or that exhibits weak internal controls, can harm consumers and create potential liabilities for both the service provider and the entity with which it has a business relationship. Depending on the circumstances, legal responsibility may lie with the supervised bank or nonbank as well as with the supervised service provider.

B. The CFPB's Supervisory Authority Over Service Providers

Title X authorizes the CFPB to examine and obtain reports from supervised banks and nonbanks for compliance with Federal consumer financial law and for other related purposes and also to exercise its enforcement authority when violations of the law are identified. Title X also grants the CFPB supervisory and enforcement authority over supervised service providers, which includes the authority to examine the operations of service providers on site.¹ The CFPB will exercise the full extent of its supervision authority over supervised service providers, including its authority to examine for compliance with Title X's prohibition on unfair, deceptive, or abusive acts or practices. The CFPB will also exercise its enforcement authority against supervised service providers as appropriate.²

C. The CFPB's Expectations

The CFPB expects supervised banks and nonbanks to have an effective process for managing the risks of service provider relationships. The CFPB will apply these expectations consistently, regardless of whether it is a supervised bank or nonbank that has the relationship with a service provider.

To limit the *potential for statutory or regulatory violations and related consumer harm*, supervised banks and nonbanks should take steps to ensure that their business arrangements with service providers do not present unwarranted risks to consumers. These steps should include, but are not limited to:

- Conducting thorough due diligence to verify that the service provider understands and is capable of complying with Federal consumer financial law;

¹ See, e.g., subsections 1024(e), 1025(d), and 1026(e), and sections 1053 and 1054 of the Dodd-Frank Act, 12 U.S.C. §§ 5514(e), 5515(d), 5516(e), 5563, and 5564.

² See 12 U.S.C. §§ 5531(a), 5536.

- Requesting and reviewing the service provider's policies, procedures, internal controls, and training materials to ensure that the service provider conducts appropriate training and oversight of employees or agents that have consumer contact or compliance responsibilities;
- Including in the contract with the service provider clear expectations about compliance, as well as appropriate and enforceable consequences for violating any compliance-related responsibilities, including engaging in unfair, deceptive, or abusive acts or practices;
- Establishing internal controls and on-going monitoring to determine whether the service provider is complying with Federal consumer financial law; and
- Taking prompt action to address fully any problems identified through the monitoring process, including terminating the relationship where appropriate.

For more information pertaining to the responsibilities of a supervised bank or nonbank that has business arrangements with service providers, please review the CFPB's *Supervision and Examination Manual: Compliance Management Review and Unfair, Deceptive, and Abusive Acts or Practices*.³

³ http://www.consumerfinance.gov/wp-content/themes/cfpb_theme/images/supervision_examination_manual_11211.pdf at 32 (CMR 1), 37 (CMR 1), 44 (UDAAP 1), and 59 (UDAAP 6).

**ILLINOIS SUPREME COURT
MORTGAGE FORECLOSURE COMMITTEE**

On April 14, 2011, the Illinois Supreme Court created the Mortgage Foreclosure Committee and charged it with the task of investigating the procedures currently used throughout Illinois in mortgage foreclosure proceedings; studying relevant Supreme Court Rules and local rules that directly or indirectly affect such proceedings; analyzing the procedures adopted in other states in response to the unprecedented number of foreclosure filings nationwide; reviewing legislative proposals pending in the Illinois General Assembly that may impact the present statutory scheme for mortgage foreclosures; and ultimately recommending to this Court mortgage foreclosure rules for statewide. To meet this charge, the Committee established subcommittees, including a Practice and Procedures Subcommittee.

The following nine discussion points are submitted by the Practice and Procedure Subcommittee for comment at public hearing:

1. The Committee recommends that the Supreme Court adopt a rule establishing a model foreclosure prove up affidavit. **NOT CERTIFICATE**

2. The Committee seeks input on whether plaintiffs be required to attach a payment history to prove up affidavits. **↓**

3. The Committee recommends that the Supreme Court adopt a rule requiring that a copy of each assignment of the mortgage being foreclosed be attached to the foreclosure complaint, and that a copy of the note, as it currently exists, including all endorsements and allonges, is attached to the foreclosure complaint. **CRITICAL**

4. The Committee recommends that the Supreme Court adopt a rule requiring that all foreclosure sales be held within forty-five (45) days of the expiration of the redemption period unless extended by direction of the plaintiff or by court order.

5. The Committee recommends that the Supreme Court adopt a rule requiring that upon entry of a judgment of foreclosure and sale, plaintiff be required to send notice to all defendants, including defendants in default, of the foreclosure sale date, time and location.

6. The Committee recommends that the Supreme Court adopt a rule requiring court clerks to send a notice to all defaulted borrowers. The notice should advise defaulted borrowers that: (1) the court has entered a default order of foreclosure and sale; (2) the borrower may file a motion to vacate that order as soon as possible; (3) the borrower may redeem the property from foreclosure by paying the total amount due plus fees and costs, by a specific calendar day; (4) referring the borrower to local resources for legal assistance in preparing a motion to vacate; and (5) advising the borrower to act immediately. The court clerk should be required to send the notice of default to the property address and to any secondary address at which the borrower was served with process and to place proof of this service in the court file. **CRITICAL**

Committee on Mortgage Foreclosure
Public Hearing
Practice and Procedure Issues

7. The Committee recommends that the Supreme Court adopt a rule, or that the Illinois Code of Civil Procedure be amended to require that a special representative be appointed to stand in the place of deceased mortgagors in cases where no estate has been opened.

8. The Committee recommends that the Supreme Court adopt a rule that in instances where the sale of a foreclosed property generates a surplus over the amount owed to lien holders as set forth in the judgment, the plaintiffs' attorney send a special notice to the mortgagors advising them of the surplus and enclosing a simple form to file with the court clerk to claim the surplus, and that any person claiming a surplus be required to appear in open court to be examined under oath and identified on the record as being the same person as the one authorized to claim the surplus.

9. The Committee seeks input on whether the Supreme Court adopt a rule requiring plaintiffs' attorneys to file a separate affidavit along with the prove up affidavit stating that they had spoken to a specifically-named person who worked for their client and verified, through that conversation, that the figures were correct and the foreclosure was justified.

IN THE (CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT
AND FOR _____ COUNTY, ILLINOIS

«PLAINTIFF»,)
)
 Plaintiff,)
 vs.) CASE NO.
)
 «DEFENDANTS »,)
)
 Defendant(s).)

AFFIDAVIT OF AMOUNTS DUE AND OWING

I, _____, am a _____ of
 _____, have authority to make this statement on its behalf,
 and if called to testify at the trial of the above entitled case, I would testify as to the following
 facts.

1. _____ failed to pay amounts due under the Note, and the amount due and
 owing as of _____, is:

Pr incipal	\$
In terest	\$
Pr o Rata MIP/PMI	\$
Escrow Advance	\$
Late charges	\$
NSF Charges	\$
Pr operty Maintenance	\$
Pr operty Inspections	\$
EPO	\$
GROSS AMOUNT DUE	\$

Less/Plus balance in reserve accounts \$

NET AMOUNT DUE \$

The foregoing amount due is based on the undersigned's review of the books and records with respect to the Defendant's loan. In the ordinary and regular course of its business, _____ utilizes the Mortgage Servicing Package provided by Lender Processing Services, Inc. (the "Program") to process and store its customer information and to calculate the amount due and owing on any note at any given time. _____ utilizes the Program in the ordinary and regular course of its business to track and maintain the amounts due and owing from the Borrower on the mortgage loan at issue in this case. Based on my knowledge of _____ business practices, recording such information is a regular practice of the _____ regularly conducted business activities for the purpose of referring to the information at a later date, and the entries in those records were made at the time of the events and conditions they describe, either by people with first hand knowledge of those events and conditions or from information provided by people with such first hand knowledge, and that these practices are standard in the mortgage servicing industry. On _____ performed a "Payoff Inquiry" using the Program to determine the principal, interest, and other sums (other than attorney's fees and costs) due and owing from Borrower. I rely on the Program in my daily work activity. I have no knowledge of a circumstance in which the Program supplied false data based on correct data input.

2. Said total amount due would be increased by \$____ per day for interest subsequent to, and in addition thereto under the terms of said Mortgage, the total amount due

will be increased for any subsequent Court costs to be taxed in this cause and for any subsequent necessary advancements.

BY: _____
AFFIANT

Subscribed and sworn to before me
this _____ day of _____, 2011, by
_____.

_____, Notary Public

State of _____
My Commission expires:

Personally Known _____ OR
Produced Identification _____.

Type of Identification Produced:
_____.

IN THE CIRCUIT COURT OF THE _____ JUDICIAL CIRCUIT

AND FOR _____ COUNTY, ILLINOIS

«PLAINTIFF»,)	
Plaintiff,)	
)	
vs.	)	NO.
)	
«DEFENDANT(S)».)	
Defendant(s).)	

AFFIDAVIT OF AMOUNTS DUE AND OWING

I, _____, am a _____
of _____. I have authority to make this statement
on its behalf because

(identify whether you are a custodian of records or a person familiar with the business and its mode of operation. If you are a person familiar with the business and its mode of operation, explain how you are familiar with the business and its mode of operation). If called to testify at the trial of this matter, I could competently testify as to the facts contained in this affidavit.

[If the loan was previously serviced by another entity, the affidavit should provide as follows: _____ (name of the bank) acquired the servicing rights for the Defendant's loan on _____ (date) from _____ (name of the prior institution). At the time of this transfer, the Defendant's loan was _____ (current, or state the amount by which the loan was in default at the time of the transfer).]

The following amount due is based on my review of the payment history and _____ (identify the appropriate books, records, and/or

~~other documents in addition to the payment history that the undersigned reviewed and/or relied~~
upon in drafting this affidavit). A true and accurate copy of each document I relied upon is
attached to this affidavit.

_____ (name of the bank) uses _____ (name of the computer program/software) to
automatically record and track mortgage payments. This type of tracking and accounting
program is recognized as standard in the industry. When a mortgage payment is received, the
following procedure is used to process and apply the payment, and to create the attached
payment history: _____ (Include the source of the information, method and
time of preparation of the record to establish that the computer program produces an accurate
payment history). The payment history is made in the regular course of _____'s (name of the
bank) business as these records are used for _____ (i.e., explain why
the records amount to business records). In the case at bar, the entries reflecting the Defendant's
payments were made in accordance with the procedure detailed above, and these entries were
made at or near the time that the payment was received. _____ (name of the computer
program/software) accurately records mortgage payments when properly operated. In the case at
bar, (name of the computer program/software) was properly operated to accurately record the
Defendant's mortgage payments because _____ (explain the
quality control checks that were used to ensure accuracy).

Based on the foregoing, _____ failed to pay amounts due
under the Note, and the amount due and owing as of _____, is:

Principal	\$
Interest	\$
Pro Rata MIP/PMI	\$

Escrow Advance	\$
Late charges	\$
NSF Charges	\$
Property Maintenance	\$
Property Inspections	\$
BPO	\$
GROSS AMOUNT DUE	\$
Less/Plus balance in reserve accounts	\$
NET AMOUNT DUE	\$ _____

AFFIANT STATES NOTHING MORE.¹

BY: _____

AFFIANT

Subscribed and sworn to before me this

_____ day of _____, 20__

by _____

Notary Public

State of Illinois

My Commission expires: _____, 20__

¹ This affidavit provides a form for establishing only the amounts due and owing on the borrower's loan. It is not intended to relieve the foreclosing party from establishing other evidentiary requirements in connection with proving the allegations contained in its complaint as appropriate, including but not limited to the party's right to enforce the instrument of indebtedness if applicable.

Personally Known _____ OR Produced Identification _____.

Type of Identification Produced: _____.

STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,)
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST)
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)

PLAINTIFF) NO. C9 CH 03797

VS

) JUDGE
) Presiding Judge

LAUREN SCHEFFERS A/ K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORDED CLAIMANTS ;)

DEFENDANTS)

**KNOWN
ROBO-SIG MAX**

AFFIDAVIT OF PROVE-UP

Joseph Kaminski

_____, being first duly sworn on oath, deposes and says that he/she is a duly authorized agent for Plaintiff herein and is authorized to make this Affidavit on its behalf. He/She is familiar with the books and records of Plaintiff and has personally examined them; he/she is competent to testify if appeared in court as a witness at a trial of this matter; and he/she has personal knowledge of the facts stated in this Affidavit. This Affidavit is made pursuant to the Code of Civil Procedure, 735 ILCS 5/15-1505 and 735 ILCS 5/2-1005, for purposes of proving the facts and the amount due the Plaintiff herein.

The undersigned is familiar with the material allegations contained in the Complaint for Foreclosure filed herein by Plaintiff and said allegations are true and correct.

The following is a summary of my examination of the Plaintiff's mass of books and records with respect to Defendants' loan file, including but not limited to a payment history generated and maintained in the regular and ordinary course of business:

There is now due and owing to Plaintiff the following:

Principal Balance.....\$ 170962.23
Accrued Interest to Date.....\$ 26705.30

**VIOLATES
BK 7**

X

09/01/10

VIOLATES BK 7 X

Late Charges Prior to Acceleration.....\$ 466.53

ADVANCES BY PLAINTIFF: NO ACCELERATION

Mortgage Insurance Premium.....\$

Property Maintenance.....\$

Real Estate Taxes.....\$ 9572.10

Hazard Insurance.....\$

Inspections.....\$ 58.60

Broker's Price Opinion.....\$ 300.00 **?**

Suspense Balance (Credit).....\$ ()

OTHER:.....\$

Subtotal of Advances.....\$ 9930.70

TOTAL.....\$ 208064.76

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERIQUEST MORTGAGE SECURITIES TRUST 2004 R1, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004 R1

WHERE DID LENDER AUTHORIZE ANYTHING?

NO ATTORNEY-IN-FACT?

BY: *[Signature]* AUTHORIZED AGENT

TITLE: Assistant Secretary and Vice President

IN SAME ROOM IN-STATE NOTARILY REQUIRED

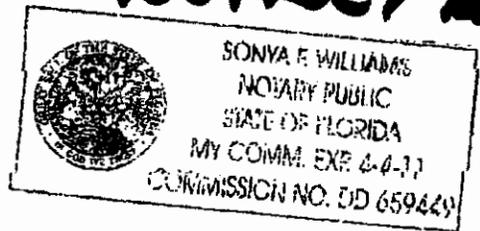
AMSI INTX

Notary: Sonya F. Williams
State of FL)
County of Duval) SS

FL 09/01/10

Subscribed and Sworn to before me this 1st day of September, 2010

[Signature]
Notary Public



PIERCE & ASSOCIATES
Attorneys for Plaintiff
Thirteenth Floor
1 North Dearborn
Chicago, Illinois 60602
Tel. (312) 346-9088
Fax (312) 346-1557
PA0924974

STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,)
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST)
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)

PLAINTIFF) NO. 09 CH 03797)

VS

JUDGE
Judge Siegel

LAUREN SCHEFFERS A./K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS ;)
DEFENDANTS)

RECURSED

**known
2030-31/2**

AFFIDAVIT OF PROVE-UP

Joseph Kaminski

_____, being first duly sworn on oath, deposes and says that he/she is a duly authorized agent for Plaintiff herein and is authorized to make this Affidavit on its behalf. He/She is familiar with the books and records of Plaintiff and has personally examined them; he/she is competent to testify if appeared in court as a witness at a trial of this matter; and he/she has personal knowledge of the facts stated in this Affidavit. This Affidavit is made pursuant to the Code of Civil Procedure, 735 ILCS 5/15-1506 and 735 ILCS 5/2-1005, for purposes of proving the facts and the amount due the Plaintiff herein.

The undersigned is familiar with the material allegations contained in the Complaint for Enforcement filed herein by Plaintiff and said allegations are true and correct.

The following is a summary of my examination of the Plaintiff's mass of books and records with respect to Defendants' loan file, including but not limited to a payment history generated and maintained in the regular and ordinary course of business:

There is now due and owing to Plaintiff the following:

Principal Balance.....\$ 170962.23
Accrued Interest to Date.....\$ 29131.64
Late Charges Prior to Acceleration.....\$ 466.53

VIOLATES BK7

NO ACCELERATION

2/20/11

**X
X**

ADVANCES BY PLAINTIFF:

Mortgage Insurance Premium.....\$ _____

Property Maintenance.....\$ _____

Real Estate Taxes.....\$ 9572.10

Hazard Insurance.....\$ _____

Inspections\$ 68.60

Broker's Price Opinion..... **300 -> 400** 400.00 **?**

Suspense Balance (Credit).....\$ (_____)

OTHER: _____ \$ _____

Subtotal of Advances.....\$ 10040.70

TOTAL.....\$ 210601.10

WHERE DID UENAGE AUTH ANYTHING

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERIQUEST MORTGAGE SECURITIES TRUST 2004-R1, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R1 BY AMERICAN HOME MORTGAGE SERVICING, INC., AS ATTORNEY IN FACT?

**AMMSI IN TX IN ASST
DONT IN CA SAFE**

BY: [Signature]
AUTHORIZED AGENT
Assistant Secretary

**DIFFERENT TITLE - REMOTE?
IN-STATE NOTARY REQUIRED**

Notary:
State of Florida) FL
County of Duval) SS

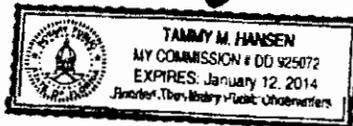
Subscribed and Sworn to before me this 20 day of January, 2011.

[Signature]
Notary Public

01/20/11

PIERCE & ASSOCIATES
Attorneys for Plaintiff
PA0924974

RE: SCHEFFERS, LAUREN
4000536807-FNF



JAG

4/10/12

James, Thomas P., 05:03 PM 4/10/2012, ILLINOIS SUPREME COURT SEEKING COMMENT ON PRO

To: "James, Thomas P." <James@atg.state.il.us>
From: Lauren Scheffers <LaurenScheffers@yahoo.com>
Subject: ILLINOIS SUPREME COURT SEEKING COMMENT ON PROPOSALS TO IMPROVE FORECLOSURE PROCEEDINGS, April 4, 2012
Cc: "William McAlister" <bill.mcalister@il.cslegal.com>, "Codilis and Associates, P.C." <codilis-il@il.cslegal.com>, "Rex E. Schlaybaugh, Jr." <rschlaybaugh@dykema.com>, pstanton@dykema.com, ajonker@dykema.com, jdougherty@dykema.com, countyboard@willcountyillinois.com, countyexec@willcountyillinois.com, "Dunn, Martin, Miller & Heathcock" <marmil44@sbcglobal.net>, "Morrie Much" <mmuch@muchshelist.com>, "Robert J. Emanuel" <remanuel@muchshelist.com>, "Terry L. Engel" <engel@dlec.com>, "Paul M. Levy" <levy@dlec.com>, "Joel A. Stein" <stein@dlec.com>, Freedman Anselmo Lindberg <foreclosures@fal-illinois.com>, FA-Illinois <fal-illinois.com@domainsbyproxy.com>

Attached: C:\Documents and Settings\LAUREN\Desktop\ILSCFCProposalHearing120427.pdf; C:\Documents and Settings\LAUREN\Desktop\ILSCFCProposals120427.pdf; C:\Documents and Settings\LAUREN\Desktop\ILSCFCProposed_affidavit-V1-120427.pdf; C:\Documents and Settings\LAUREN\Desktop\ILSCFCProposed_affidavit-V2-120427.pdf; C:\Documents and Settings\LAUREN\Desktop\Faber20100106CertofProve-Up.pdf;

Mr. James,

I received notice of the Supreme Court of Illinois Press Release (see the attached ILSCFCProposalHearing120427.pdf) about the April 27, 2012 hearing "seeking comment on proposals to improve foreclosure proceedings" via a Google Alert yesterday.

Note that no *property owners* were involved with the meetings, although an unspecified Illinois Attorney General representative allegedly was.

After a full year, are there 9 proposals to "improve foreclosure proceedings" (see attached ILSCFCProposals120427.pdf) any improvement at all?

The primary issue I raised in my appeals through two Appellate Courts to the Illinois Supreme Court is the jurisdiction issue as to whether a securitized loan can elect to enforce that security under the Illinois Mortgage Foreclosure Law AT ALL, since mortgage-backed security trusts are not land trusts and mortgages are not real estate installment contracts.

Yet, the 9 proposals do not address securitized loans in that context AT ALL.

Even if the 9 proposals were all implemented, where is the enforcement?

The Florida Supreme Court made similar changes to foreclosure proceedings, but the changes are simply ignored by the Plaintiff counsel and by the judges.

Does the Illinois Attorney General representative who participated in the meetings know of the lawsuit against Nationwide Title Clearing and the fraudulent assignments in the Illinois property records?

James, Thomas P., 05:00 PM 4/10/2012, ILLINOIS SUPREME COURT SEEKING COMMENT ON PR

The Exhibits used in the May 25, 2011 subpoena were from my two foreclosure cases AS SUBMITTED IN PLEADINGS IN BOTH CASES.

Yet, both Will County and DuPage County judges granted Plaintiff Motions for Summary Judgment with "no material issues of fact".

Note: Judge Robert Gibson of DuPage County, one of those "invited" by the Illinois Supreme Court to be a participating committee member, was just easily voted out as a (foreclosure) judge in the March 20, 2012 Illinois primary election.

See the proposed affidavits, V1 and V2:

1. The first one, V1 (see attached ILSCFCproposed_affidavit-V1-120427.pdf):
 - a. Does not require an "Illinois" notary (when I believe the Illinois Statute of Frauds requires wet ink signatures when real estate is involved)
 - b. "If called to testify at the trial of the above entitled case"
2. The second one, V2: (see attached ILSCFCProposed_affidavit-V2-as0427.pdf):
 - a. "Does" require an "Illinois" notary
 - b. "If called to testify at the trial of the above entitled case"
 - c. Look at the "footnote" of the 2nd one:

"This affidavit provides a form for establishing only the amounts due and owing on the borrower's loan. It is not intended to relieve the foreclosing party from establishing other evidentiary requirements in connection with proving the allegations contained in its complaint as appropriate, including but not limited to the party's right to enforce the instrument of indebtedness if applicable"

WHAT "TRIALS" - the judges are granting Summary Judgments regardless of material issues of fact relative to chain of title PER THE PROPERTY RECORDS.

Question: Has there ever been a single foreclosure TRIAL in Illinois?

"Evidentiary requirements" - what are those?? Production of the original note and the original mortgage in open court as required by the Illinois Mortgage Foreclosure Law (no original mortgage was produced in either of my cases)? Proof of a valid chain of title relative to the right to enforce as required by the Illinois Commercial Code and the Illinois Conveyances Act (per the Subpoena, there is no enforceable chain of title in either of my two cases)?

Mr. James, I previously submitted to you the sole Certificate of Prove-Up in the James Faber foreclosure case, 09C H004310 (see attached Faber20100106CertofProve-Up.pdf). It only includes costs related to the foreclosure sale, no amounts related to the underlying debt as listed in either of the proposed affidavits, V1 and V2.

Yet, with no evidentiary submissions by William McAlister/Codilis & Associates, Judge Siegel personally, with full knowledge, committed a Class 1 Felony with the February 29, 2012 Order granting a Personal Deficiency Judgment of \$131,200, in addition to the sale proceeds of \$112,000 for the property.

Mr. James, given the extensive competent evidence I have repeatedly submitted to you relative to **TREASON BY THE JUSTICES OF THE ILLINOIS SUPREME COURT** (see the March 23,

James, Thomas P., 05:03 PM 4/10/2012, ILLINOIS SUPREME COURT SEEKING COMMENT ON PR

2012 e-mail below that documents these many e-mails, also filed as part of the public record with the 12th Judicial Circuit Court of Will County), the Justices of the Illinois Supreme Court, the 3rd Appellate Court, and the 2nd Appellate Court have made it perfectly clear that the current Rule of Law is irrelevant in Illinois.

So, why would any "improvements" relative to foreclosure proceedings be followed by the Circuit Courts, the Appellate Courts, or the Supreme Court in the State of Illinois, either?

Mr. James, would any "improvements" in the Supreme Court Rules or the Illinois Civil Statutes have any impact on Judge Siegel's judicial misconduct/felonious behavior, including allowing Judge Siegel's signature to be FORGED on court orders by William McAlister/Codilis & Associates?

If the Illinois Attorney General gets a court order relative to Nationwide Title Clearing for the \$50,000 per instance, shouldn't such fraudulent assignments negate any foreclosures, like my two, where those assignments broke the chain of title/holder in due course?

IF NOT, WHY NOT??

Thank you.

Lauren Scheffers

Date: Fri, 23 Mar 2012 15:50:05 -0500

To: "James, Thomas P." <TJames@atg.state.il.us>

From: Lauren Scheffers <LaurenScheffers@yahoo.com>

Subject: SCHEFFERS/ILSC TREASONOUS *DENIAL* OF Motion to Vacate Void Orders Pursuant to Section 2-619

Cc: "Rex E. Schlaybaugh, Jr." <rschlaybaugh@dykema.com>, pstanton@dykema.com, ajonker@dykema.com, jdougherty@dykema.com, "Codilis and Associates, P.C." <codilis-il@il.cslegal.com>, countyboard@willcountyillinois.com, countyexec@willcountyillinois.com, "Dunn, Martin, Miller & Heathcock" <marmil4@sbcglobal.net>, "Morrie Much" <mmuch@muchshelist.com>, "Robert J. Emanuel" <remanuel@muchshelist.com>, "Terry L. Engel" <engel@dlec.com>, "Paul M. Levy" <levy@dlec.com>, "Joel A. Stein" <stein@dlec.com>, Freedman Anselmo Lindberg <foreclosures@fal-illinois.com>, FA-Illinois <fal-illinois.com@domainsbyproxy.com>

Mr. James,

On March 12, 2012, I e-mailed you two e-mails with the subject: SCHEFFERS 1 of 2/ILSC Motion to Vacate Void Orders Pursuant to Section 2-619. I made the following statement, "Mr. James, given the fact that no Justice of the Supreme Court of Illinois or the 2nd/3rd Appellate Courts has ever signed a single order, I fully expect to just receive yet another "notification" letter that this Motion has been denied, as well."

On March 6, 2012, I had filed, and served upon each Justice of the Illinois Supreme Court individually with signature-required proofs of delivery (see attached Motion2VacateVoidNOFPOS.pdf) the **Motion to Vacate Void Orders Pursuant to Rule 2-619** (see attached Motion2VacateVoid.pdf).

Per the Appendix (see attached Motion2VacateVoidAppendixTOC.pdf), the critical submissions were the ~~Nationwide Title Clearing Complaint~~ and the ~~Subpoena that used my Exhibits as~~ submitted under Section 1109 Certification to the Circuit Courts, the Appellate Courts, and the Supreme Court of Illinois. Yet, in both cases, Motions for Summary Judgment were granted with no "genuine issues of material fact".

As I predicted, in yesterday's USPS mail, I received yet another "notification letter" dated March 20, 2012 (see attached Motion2VacateVoidLSCLetDeniedAst.pdf) allegedly from Carolyn Taft Grosboll, Clerk of the Supreme Court of Illinois, with the single word "DENIED" as the "order" "allegedly" entered by the Court to my **Motion to Vacate Void Orders Pursuant to Rule 2-619**.

Mr. James, over the past several months, I have submitted to you scanned PDFs of the several "alleged" Illinois Supreme Court rulings that have totally violated my rights to due process relative to my *two* wrongful, CRIMINAL foreclosures based on fraudulent property records. In fact, there is no competent evidence that any Justice has ever looked at my pleadings, before office workers mailed "notification letters" of motions DENIED.

With my **Motion for Service of Orders Signed by Supreme Court and Appellate Court Justices**, that was also allegedly denied, I submitted to the Justices of the Supreme Court the U.S. Supreme Court ruling:

Should a judge not disqualify himself, then the judge is in violation of the Due Process Clause of the U.S. Constitution. United States v. Sciuto, 521 F.2d 842, 845 (7th Cir. 1996) ("The right to a tribunal free from bias or prejudice is based, not on section 144, but on the Due Process Clause.")

The U.S. Supreme Court has also held that if a judge wars against the Constitution, or if he acts without jurisdiction, he has engaged in treason to the Constitution. If a judge acts after he has been automatically disqualified by law, then he is acting without jurisdiction, and that suggests that he is then engaging in criminal acts of treason, and may be engaged in extortion and the interference with interstate commerce.

Mr. James, if the Justices of the Supreme Court of Illinois are acting without jurisdiction, can the Illinois Attorney General investigate the Justices, just as they would any other "ordinary" Illinois residents?

Previous submissions to you, in descending chronological order (that are also filed in the public record of the Will County Circuit Court for Case:2009CH3797):

1. As stated above, on March 12, 2012, I e-mailed you two e-mails with the subject: SCHEFFERS 1 of 2//LSC Motion to Vacate Void Orders Pursuant to Section 2-619.

2. On January 29, 2012, I sent you an e-mail with the subject: SCHEFFERS And Yet *More* Blatant Treason by Illinois Supreme Court Justices

3. On January 13, 2012, I sent you an e-mail with the subject: SCHEFFERS Yet *More* Blatant Treason by Illinois Supreme Court Justices with the January 6, 2012 "notification letter" related to an alleged "order" that denied my Motion for Service of Orders Signed by Supreme Court and Appellate Court Justices and the January 10, 2012 "notification letter" related to an alleged "order" that denied my Motion to Extend Date of Final Mandate relative to my Aurora duplex, Case 113039.

4. On January 9, 2012, I sent you an e-mail with the subject: SCHEFFERS More Blatant Treason by Illinois Supreme Court Justices that included a scan of a "piece of paper" with not even a mention of a Justice name. Someone denied the Motion for Service of Orders Signed with a "piece of paper" without even mention of the name of a Justice.

5. On December 27, 2011, I sent you an e-mail with the subject: SCHEFFERS UPDATE Treason by Illinois Supreme Court Justices, where I received two rulings, allegedly by Chief Justice Kilbride of the Illinois Supreme Court, where his honor:

- 1) Vacated a portion of a previous ruling allegedly by his honor and
- 2) Corrected another order regarding indigent status, also allegedly by his honor.

6. On December 17, 2011, I sent you 6 e-mails with subjects of "SCHEFFERS 1 of 6, Treason by Illinois Supreme Court Justices" to "SCHEFFERS 6 of 6, Treason by Illinois Supreme Court Justices" due to the extensive competent evidence I had submitted as supporting Exhibits under the requisite Section 1103 Certification for the **Motion for Service of Orders Signed by Supreme Court and Appellate Court Justices.**

Mr. James, as I have pointed out previously; the office staff of the Clerk of the Illinois Supreme Court SERVED THE CRIMINAL ENFORCEMENT DIVISION OF THE ILLINOIS ATTORNEY GENERAL the competent evidence of the blatant treason of the Illinois Supreme Court Justices.

Will this recent "notification letter" sent to Springfield get "lost" in interoffice mail to the Chicago office, as appears to have happened with the other "notification letters" copied to the Criminal Enforcement Division?

Mr. James, given the fact that jurisdiction is the most fundamental legal requirement for any ruling to not be VOID, the Justices of the Supreme Court and the Second/Third Appellate Courts have consistently committed treason against the Constitution due to the blatant refusal to address a single one of the multitude of jurisdictional issues, such as the Plaintiff/Respondent not even being licensed to do business in Illinois.

Therefore, each/all of the Justices of all three Courts has/have committed treason against the Constitution, a criminal offense with no judicial immunity.

In addition, the Justices in all three Courts are accessories to the ongoing criminal enterprise of foreclosure fraud in Illinois.

James, Thomas P., 05:03 PM 4/10/2012, ILLINOIS SUPREME COURT SEEKING COMMENT ON PR

Additionally, all Justices in all three Courts have violated Rule 63 by failing to refer these critical issues to the Illinois Attorney General, which is judicial misconduct, as well.

Mr. James, I have been waiting for exactly this worthless "piece of paper" that could have been mailed by the cleaning crew BEFORE GOING TO THE MAINSTREAM AND ALTERNATIVE MEDIA/PUBLISHING THIS TREASON/ACCESSORY TO FORECLOSURE FELONIES BY THE ILLINOIS SUPREME COURT JUSTICES ON THE INTERNET.

As I stated previously, please let Attorney General Lisa Madigan know that I have already purchased the domain names for www.occupyjudicialsystem.com and www.occupyjudicialsystem.org (URLs broken up intentionally).

It has been made perfectly clear that the Rule of Law does not exist in Illinois relative to criminal foreclosures, based on fraudulent property records.

Mr. James, with two former Illinois governors in a row convicted of corruption, should the Justices of the Supreme Court be investigated, as well, for this blatant treason against the Constitution and as accessories to an ongoing criminal enterprise with the foreclosure mill law firms?

Thank you.

Lauren Scheffers

SEE PAGE 10-16 BAYVIEW

NOTICE: The slip opinions and orders posted on this Web site are subject to formal revision and are superseded by the advance sheets and bound volumes of the Official Reports. This preliminary material will be removed from the Web site once the advance sheets of the Official Reports are published. If you find a typographical error or other formal error, please notify the Reporter of Decisions, Supreme Judicial Court, John Adams Courthouse, 1 Pemberton Square, Suite 2500, Boston, MA 02108-1750; (617) 557-1030; SJCReporter@sjc.state.ma.us

MA SJC

U.S. BANK NATIONAL ASSOCIATION, trustee [FN1] vs. Antonio IBANEZ (and a consolidated case [FN2]). For ABFC 2005-OPT 1 Trust, ABFC Asset Backed Certificates, Series 2005-OPT 1. [FN3].

No. SJC-10694.

October 7, 2010. - January 7, 2011.

IBANEZ
* 01/07/2011

Real Property, Mortgage, Ownership, Record title. Mortgage, Real estate, Foreclosure, Assignment, Notice, Foreclosure of mortgage.

CIVIL ACTIONS commenced in the Land Court Department on September 16 and October 30, 2008.

Motions for entry of default judgment and to vacate judgment were heard by Keith C. Long, J.

The Supreme Judicial Court granted an application for direct appellate review.

R. Bruce Allensworth (Phoebe S. Winder & Robert W. Sparkes, III, with him) for U.S. Bank National Association & another.

Paul R. Collier, III (Max W. Weinstein with him) for Antonio Ibanez.

Glenn F. Russell, Jr., for Mark A. LaRace & another.

The following submitted briefs for amici curiae:

Martha Coakley, Attorney General, & John M. Stephan, Assistant Attorney General, for the Commonwealth.

Kevin Costello, Gary Klein, Shennan Kavanagh & Stuart Rossman for National Consumer Law Center & others.

Ward P. Graham & Robert J. Moriarty, Jr., for Real Estate Bar Association for Massachusetts, Inc.

Marie McDonnell, pro se.

Present: Marshall, C.J., Ireland, Spina, Cordy, Botsford, & Gants, JJ.
[FN4]

GANTS, J.

After foreclosing on two properties and purchasing the properties back at the foreclosure sales, U.S. Bank National Association (U.S. Bank), as trustee for the Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-Z; and Wells Fargo Bank, N.A. (Wells Fargo), as trustee for ABEC 2005-OPT 1 Trust, ABEC Asset Backed Certificates Series 2005-OPT 1 (plaintiffs) filed separate complaints in the Land Court asking a judge to declare that they held clear title to the properties in fee simple. We agree with the judge that the plaintiffs, who were not the original mortgagees, failed to make the required showing that they were the holders of the mortgages at the time of foreclosure. As a result, they did not demonstrate that the foreclosure sales were valid to convey title to the subject properties, and their requests for a declaration of clear title were properly denied. [FN5]

Procedural history On July 5, 2007, U.S. Bank, as trustee, foreclosed on the mortgage of Antonio Ibanez, and purchased the Ibanez property at the foreclosure sale. On the same day, Wells Fargo, as trustee, foreclosed on the mortgage of Mark and Tammy LaRaca, and purchased the LaRaca property at that foreclosure sale.

In September and October of 2008, U.S. Bank and Wells Fargo brought separate actions in the Land Court under G.L. c. 240, § 6, which authorizes actions "to quiet or establish the title to land situated in the commonwealth or to remove a cloud from the title thereto." The two complaints sought identical relief: (1) a judgment that the right, title, and interest of the mortgagor (Ibanez or the LaRaces) in the property was extinguished by the foreclosure; (2) a declaration that there was no cloud on title arising from publication of the notice of sale in the Boston Globe; and (3) a declaration that title was vested in the plaintiff trustee in fee simple. U.S. Bank and Wells Fargo each asserted in its complaint that it had become the holder of the respective mortgage through an assignment made after the foreclosure sale.

In both cases, the mortgagors--Ibanez and the LaRaces--did not initially answer the complaints, and the plaintiffs moved for entry of default judgment. In their motions for entry of default judgment, the plaintiffs addressed two issues: (1) whether the Boston Globe, in which the required notices of the foreclosure sales were published, is a newspaper of "general circulation" in Springfield, the town where the foreclosed properties lay. See G.L. c. 244, § 14 (requiring publication every week for three weeks in newspaper published in town where foreclosed property lies, or of general circulation in that town); and (2) whether the plaintiffs were legally entitled to foreclose on the properties where the assignments of the mortgages to the plaintiffs were neither executed nor recorded in the registry of deeds until after the foreclosure sales. [FN6] The two cases

were heard together by the Land Court, along with a third case that raised the same issues.

On March 26, 2009, judgment was entered against the plaintiffs. The judge ruled that the foreclosure sales were invalid because, in violation of G.L. c. 244, § 14, the notices of the foreclosure sales named U.S. Bank (in the Ibanez foreclosure) and Wells Fargo (in the LaRace foreclosure) as the mortgage holders where they had not yet been assigned the mortgages. [FN7] The judge found, based on each plaintiff's assertions in its complaint, that the plaintiffs acquired the mortgages by assignment only after the foreclosure sales and thus had no interest in the mortgages being foreclosed at the time of the publication of the notices of sale or at the time of the foreclosure sales.

[FN8]

The plaintiffs then moved to vacate the judgments. At a hearing on the motions on April 17, 2009, the plaintiffs conceded that each complaint alleged a postnotice, postforeclosure sale assignment of the mortgage at issue, but they now represented to the judge that documents might exist that could show a prenotice, preforeclosure sale assignment of the mortgages. The judge granted the plaintiffs leave to produce such documents, provided they were produced in the form they existed in at the time the foreclosure sale was noticed and conducted. In response, the plaintiffs submitted hundreds of pages of documents to the judge, which they claimed established that the mortgages had been assigned to them before the foreclosures. Many of these documents related to the creation of the securitized mortgage pools in which the Ibanez and LaRace mortgages were purportedly included. [FN9]

The judge denied the plaintiffs' motions to vacate judgment on October 14, 2009, concluding that the newly submitted documents did not alter the conclusion that the plaintiffs were not the holders of the respective mortgages at the time of foreclosure. We granted the parties' applications for direct appellate review.

Factual background. We discuss each mortgage separately, describing when appropriate what the plaintiffs allege to have happened and what the documents in the record demonstrate. [FN10]

The Ibanez mortgage. On December 1, 2005, Antonio Ibanez took out a \$103,500 loan for the purchase of property at 20 Crosby Street in Springfield, secured by a mortgage to the lender, Rose Mortgage, Inc. (Rose Mortgage). The mortgage was recorded the following day. Several days later, Rose Mortgage executed an assignment of this mortgage in blank, that is, an assignment that did not specify the name of the assignee. [FN11] The blank space in the assignment was at some point stamped with the name of Option One Mortgage Corporation (Option One) as the assignee, and that assignment was recorded on June 7, 2006. Before the recording, on January 23, 2006, Option One executed an assignment of the Ibanez mortgage in blank.

According to U.S. Bank, Option One assigned the Ibanez mortgage to Lehman Brothers

identifying the Ibanez loan as among the mortgages that were assigned in the trust agreement.

On April 17, 2007, U.S. Bank filed a complaint to foreclose on the Ibanez mortgage in the Land Court under the Servicemembers Civil Relief Act (Servicemembers Act), which restricts foreclosures against active duty members of the uniformed services. See 50 U.S.C. Appendix § § 501, 511, 533 (2006 & Supp. II 2008). [FN13] In the complaint, U.S. Bank represented that it was the "owner (or assignee) and holder" of the mortgage given by Ibanez for the property. A judgment issued on behalf of U.S. Bank on June 26, 2007, declaring that the mortgagor was not entitled to protection from foreclosure under the Servicemembers Act. In June, 2007, U.S. Bank also caused to be published in the *Boston Globe* the notice of the foreclosure sale required by G.L. c. 244, § 14. The notice identified U.S. Bank as the "present holder" of the mortgage.

At the foreclosure sale on July 5, 2007, the Ibanez property was purchased by U.S. Bank, as trustee for the securitization trust, for \$94,350, a value significantly less than the outstanding debt and the estimated market value of the property. The foreclosure deed (from U.S. Bank, trustee, as the purported holder of the mortgage, to U.S. Bank, trustee, as the purchaser) and the statutory foreclosure affidavit were recorded on May 23, 2008. On September 2, 2008, more than one year after the sale, and more than five months after recording of the sale, American Home Mortgage Servicing, Inc., "as successor-in-interest" to Option One, which was until then the record holder of the Ibanez mortgage, executed a written assignment of that mortgage to U.S. Bank, as trustee for the securitization trust. [FN14] This assignment was recorded on September 11, 2008.

The LaRuce mortgage: On May 19, 2005, Mark and Tammy LaRuce gave a mortgage for the property at 6 Brookburn Street in Springfield to Option One as security for a \$103,200 loan; the mortgage was recorded that same day. On May 26, 2005, Option One executed an assignment of this mortgage in blank.

According to Wells Fargo, Option One later assigned the LaRuce mortgage to Bank of America in a July 28, 2005, flow sale and servicing agreement. Bank of America then assigned it to Asset Backed Funding Corporation (ABFC) in an October 1, 2005, mortgage loan purchase agreement. Finally, ABFC pooled the mortgage with others and assigned it to Wells Fargo, as trustee for the ABFC 2005-OPT 1 Trust, ABFC Asset-Backed Certificate, Series 2005-OPT 1, pursuant to a pooling and servicing agreement (PSA).

For ease of reference, the chain of entities through which the LaRuce mortgage allegedly passed before the foreclosure sale is:

Option One Mortgage Corporation (originator and record holder)

Bank of America

Asset Backed Funding Corporation (depositor)

Wells Fargo, as trustee for the ABFC 2005-OPT 1, ABFC Asset-Backed
Certificates, Series 2005-OPT 1

Wells Fargo did not provide the judge with a copy of the flow sale and servicing agreement, so there is no document in the record reflecting an assignment of the LaRace mortgage by Option One to Bank of America. The plaintiff did produce an unexecuted copy of the mortgage loan purchase agreement, which was an exhibit to the PSA. The mortgage loan purchase agreement provides that Bank of America, as seller, "does hereby agree to and does hereby sell, assign, set over, and otherwise convey to the Purchaser [ABFC], without recourse, on the Closing Date ... all of its right, title and interest in and to each Mortgage Loan." The agreement makes reference to a schedule listing the assigned mortgage loans, but this schedule is not in the record, so there was no document before the judge showing that the LaRace mortgage was among the mortgage loans assigned to the ABFC.

Wells Fargo did provide the judge with a copy of the PSA, which is an agreement between the ABFC (as depositor), Option One (as servicer), and Wells Fargo (as trustee), but this copy was downloaded from the Securities and Exchange Commission website and was not signed. The PSA provides that the depositor "does hereby transfer, assign, set over and otherwise convey to the Trustee, on behalf of the Trust ... all the right, title and interest of the Depositor ... in and to ... each Mortgage Loan identified on the Mortgage Loan Schedules," and "does hereby deliver" to the trustee the original mortgage note, an original mortgage assignment "in form and substance acceptable for recording," and other documents pertaining to each mortgage.

The copy of the PSA provided to the judge did not contain the loan schedules referenced in the agreement. Instead, Wells Fargo submitted a schedule that it represented identified the loans assigned in the PSA, which did not include property addresses, names of mortgagors, or any number that corresponds to the loan number or servicing number on the LaRace mortgage. Wells Fargo contends that a loan with the LaRace property's zip code and city is the LaRace mortgage loan because the payment history and loan amount matches the LaRace loan.

On April 27, 2007, Wells Fargo filed a complaint under the Servicemembers Act in the Land Court to foreclose on the LaRace mortgage. The complaint represented Wells Fargo as the "owner (or assignee) and holder" of the mortgage given by the LaRaces for the property. A judgment issued on behalf of Wells Fargo on July 3, 2007, indicating that the LaRaces were not beneficiaries of the Servicemembers Act and that foreclosure could proceed in accordance with the terms of the power of sale. In June, 2007, Wells Fargo caused to be published in the Boston Globe the statutory notice of sale, identifying itself as the "present holder" of the mortgage.

At the foreclosure sale on July 5, 2007, Wells Fargo, as trustee, purchased the LaRace property for \$120,397.03, a value significantly below its estimated market value. Wells Fargo did not execute a statutory foreclosure affidavit or foreclosure deed until May 7, 2008. That same day, Option One, which was still the record holder of the LaRace

mortgage, executed an assignment of the mortgage to Wells Fargo as trustee; the assignment was recorded on May 12, 2008. Although executed ten months after the foreclosure sale, the assignment declared an effective date of April 18, 2007, a date that preceded the publication of the notice of sale and the foreclosure sale.

Discussion. The plaintiffs brought actions under G.L. c. 240, § 6, seeking declarations that the defendant mortgagors' titles had been extinguished and that the plaintiffs were the fee simple owners of the foreclosed properties. As such, the plaintiffs bore the burden of establishing their entitlement to the relief sought. *Sheriff's Meadow Farm, Inc. v. Buy-Courte Edgartown, Inc.*, 401 Mass. 267, 269 (1987). To meet this burden, they were required "not merely to demonstrate better title ... than the defendants possess, but ... to prove sufficient title to succeed in [the] action." *Id.* See *NationsBanc Mtge. Corp. v. Eisenhauer*, 49 Mass. App.Ct. 727, 730 (2000). There is no question that the relief the plaintiffs sought required them to establish the validity of the foreclosure sales on which their claim to clear title rested.

Massachusetts does not require a mortgage holder to obtain judicial authorization to foreclose on a mortgaged property. See G.L. c. 183, § 21; G.L. c. 244, § 14. With the exception of the limited judicial procedure aimed at certifying that the mortgagor is not a beneficiary of the Servicemembers Act, a mortgage holder can foreclose on a property, as the plaintiffs did here, by exercise of the statutory power of sale, if such a power is granted by the mortgage itself. See *Beaton v. Land Court*, 367 Mass. 385, 390-391, 393, appeal dismissed, 423 U.S. 806 (1975).

Where a mortgage grants a mortgage holder the power of sale, as did both the Ibanez and LaRice mortgages, it includes by reference the power of sale set out in G.L. c. 183, § 21, and further regulated by G.L. c. 244, §§ 11-17C. Under G.L. c. 183, § 21, after a mortgagor defaults in the performance of the underlying note, the mortgage holder may sell the property at a public auction and convey the property to the purchaser in fee simple, "and such sale shall forever bar the mortgagor and all persons claiming under him from all right and interest in the mortgaged premises, whether at law or in equity." Even where there is a dispute as to whether the mortgagor was in default or whether the party claiming to be the mortgage holder is the true mortgage holder, the foreclosure goes forward unless the mortgagor files an action and obtains a court order enjoining the foreclosure. [FN15] See *Beaton v. Land Court*, *supra* at 393.

Recognizing the substantial power that the statutory scheme affords to a mortgage holder to foreclose without immediate judicial oversight, we adhere to the familiar rule that "one who sells under a power [of sale] must follow strictly its terms. If he fails to do so there is no valid execution of the power, and the sale is wholly void." *Moore v. Dick*, 187 Mass. 207, 211 (1905). See *Roche v. Farnsworth*, 106 Mass. 509, 513 (1871) (power of sale contained in mortgage "must be executed in strict compliance with its terms"). See also *McGreevey v. Charlestown Five Cents Sav. Bank*, 294 Mass. 480, 484 (1936). [FN16]

One of the terms of the power of sale that must be strictly adhered to is the restriction on who is entitled to foreclose. The "statutory power of sale" can be exercised by "the

mortgagee or his executors, administrators, successors or assigns." G.L. c. 183, § 21. Under G.L. c. 244, § 14, "[t]he mortgagee or person having his estate in the land mortgaged, or a person authorized by the power of sale, or the attorney duly authorized by a writing under seal, or the legal guardian or conservator of such mortgagee or person acting in the name of such mortgagee or person" is empowered to exercise the statutory power of sale. Any effort to foreclose by a party lacking "jurisdiction and authority" to carry out a foreclosure under these statutes is void. *Chace v. Morse*, 189 Mass. 559, 561 (1905), citing *Moore v. Dick*, *supra*. See *Davenport v. HSBC Bank USA*, 275 Mich.App. 344, 347-348 (2007) (attempt to foreclose by party that had not yet been assigned mortgage results in "structural defect that goes to the very heart of defendant's ability to foreclose by advertisement," and renders foreclosure sale void).

A related statutory requirement that must be strictly adhered to in a foreclosure by power of sale is the notice requirement articulated in G.L. c. 244, § 14. That statute provides that "no sale under such power shall be effectual to foreclose a mortgage, unless, previous to such sale," advance notice of the foreclosure sale has been provided to the mortgagee, to other interested parties, and by publication in a newspaper published in the town where the mortgaged land lies or of general circulation in that town. *Id.* "The manner in which the notice of the proposed sale shall be given is one of the important terms of the power, and a strict compliance with it is essential to the valid exercise of the power." *Moore v. Dick*, *supra* at 212. See *Chace v. Morse*, *supra* ("where a certain notice is prescribed, a sale without any notice, or upon a notice lacking the essential requirements of the written power, would be void as a proceeding for foreclosure"). See also *McGreevey v. Charlestown Five Cents Sav. Bank*, *supra*. Because only a present holder of the mortgage is authorized to foreclose on the mortgaged property, and because the mortgagor is entitled to know who is foreclosing and selling the property, the failure to identify the holder of the mortgage in the notice of sale may render the notice defective and the foreclosure sale void. [FN17] See *Roche v. Farnsworth*, *supra* (mortgage sale void where notice of sale identified original mortgagee but not mortgage holder at time of notice and sale). See also *Boit only v. Kabachnick*, 13 Mass.App.Ct. 480, 483-484 (1982) (foreclosure void where holder of mortgage not identified in notice of sale).

For the plaintiffs to obtain the judicial declaration of clear title that they seek, they had to prove their authority to foreclose under the power of sale and show their compliance with the requirements on which this authority rests. Here, the plaintiffs were not the original mortgagees to whom the power of sale was granted; rather, they claimed the authority to foreclose as the eventual assignees of the original mortgagees. Under the plain language of G.L. c. 183, § 21, and G.L. c. 244, § 14, the plaintiffs had the authority to exercise the power of sale contained in the Ibanez and LaRice mortgages only if they were the assignees of the mortgages at the time of the notice of sale and the subsequent foreclosure sale. See *In re Schwartz*, 366 B.R. 265, 269 (Bankr.D.Mass.2007) ("Acquiring the mortgage after the entry and foreclosure sale does not satisfy the Massachusetts statute"). [FN18] See also *Jeff-Ray Corp. v. Jacobson*, 566 So.2d 885, 886 (Fla. Dist. Ct. App. 1990) (per curiam) (foreclosure action could not be based on assignment of mortgage dated four months after commencement of foreclosure proceeding).

The plaintiffs claim that the securitization documents they submitted establish valid assignments that made them the holders of the Ibanez and LaRance mortgages before the notice of sale and the foreclosure sale. We turn, then, to the documentation submitted by the plaintiffs to determine whether it met the requirements of a valid assignment.

Like a sale of land itself, the assignment of a mortgage is a conveyance of an interest in land that requires a writing signed by the grantor. See G.L.c. 183, § 3, *Saint Patrick's Religious, Educ. & Charitable Ass'n v. Hale*, 227 Mass. 175, 177 (1917). In a "title theory state" like Massachusetts, a mortgage is a transfer of legal title in a property to secure a debt. See *Famean' Investors Group, Ltd. Partnership v. Selectmen of Dennis*, 458 Mass. 1, 6 (2010). Therefore, when a person borrows money to purchase a home and gives the lender a mortgage, the homeowner-mortgagor retains only equitable title in the home; the legal title is held by the mortgagee. See *Vee Jay Realty Trust Co. v. DiCroce*, 360 Mass. 751, 753 (1972), quoting *Dolliver v. St. Joseph Fire & Marine Ins. Co.*, 128 Mass. 315, 316 (1880) (although "as to all the world except the mortgagee, a mortgagor is the owner of the mortgaged lands," mortgagee has legal title to property); *Maglione v. BancBoston Mtge. Corp.*, 29 Mass.App.Ct. 88, 90 (1990). Where, as here, mortgage loans are pooled together in a trust and converted into mortgage-backed securities, the underlying promissory notes serve as financial instruments generating a potential income stream for investors, but the mortgages securing these notes are still legal title to someone's home or farm and must be treated as such.

Focusing first on the Ibanez mortgage, U.S. Bank argues that it was assigned the mortgage under the trust agreement described in the PPM, but it did not submit a copy of this trust agreement to the judge. The PPM, however, described the trust agreement as an agreement to be executed in the future, so it only furnished evidence of an intent to assign mortgages to U.S. Bank, not proof of their actual assignment. Even if there were an executed trust agreement with language of present assignment, U.S. Bank did not produce the schedule of loans and mortgages that was an exhibit to that agreement, so it failed to show that the Ibanez mortgage was among the mortgages to be assigned by that agreement. Finally, even if there were an executed trust agreement with the required schedule, U.S. Bank failed to furnish any evidence that the entity assigning the mortgage-Structured Asset Securities Corporation--ever held the mortgage to be assigned. The last assignment of the mortgage on record was from Rose Mortgage to Option One; nothing was submitted to the judge indicating that Option One ever assigned the mortgage to anyone before the foreclosure sale. [FN19] Thus, based on the documents submitted to the judge, Option One, not U.S. Bank, was the mortgage holder at the time of the foreclosure, and U.S. Bank did not have the authority to foreclose the mortgage.

Turning to the LaRance mortgage, Wells Fargo claims that, before it issued the foreclosure notice, it was assigned the LaRance mortgage under the PSA. The PSA, in contrast with U.S. Bank's PPM, uses the language of a present assignment ("does hereby ... assign" and "does hereby deliver") rather than an intent to assign in the future. But the mortgage loan schedule Wells Fargo submitted failed to identify with adequate specificity the LaRance mortgage as one of the mortgages assigned in the PSA. Moreover, Wells Fargo provided the judge with no document that reflected that the ABFC (depositor) held the LaRance

mortgage that it was purportedly assigning in the PSA. As with the Ibanez loan, the record holder of the LaRace loan was Option One, and nothing was submitted to the judge which demonstrated that the LaRace loan was ever assigned by Option One to another entity before the publication of the notice and the sale.

Where a plaintiff files a complaint asking for a declaration of clear title after a mortgage foreclosure, a judge is entitled to ask for proof that the foreclosing entity was the mortgage holder at the time of the notice of sale and foreclosure, or was one of the parties authorized to foreclose under G.L. c. 183, § 21, and G.L. c. 244, § 14. A plaintiff that cannot make this modest showing cannot justly proclaim that it was unfairly denied a declaration of clear title. See *In re Schwartz*, supra at 266 ("When HomEq [Servicing Corporation] was required to prove its authority to conduct the sale, and despite having been given ample opportunity to do so, what it produced instead was a jumble of documents and conclusory statements, some of which are not supported by the documents and indeed even contradicted by them"). See also *Bayview Loan Servicing, LLC v. Nelson*, 382 Ill.App.3d 1184, 1188 (2008) (reversing grant of summary judgment in favor of financial entity in foreclosure action, where there was "no evidence that [the entity] ever obtained any legal interest in the subject property").

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We do not suggest that an assignment must be in recordable form at the time of the notice of sale or the subsequent foreclosure sale, although recording is likely the better practice. Where a pool of mortgages is assigned to a securitized trust, the executed agreement that assigns the pool of mortgages, with a schedule of the pooled mortgage loans that clearly and specifically identifies the mortgage at issue as among those assigned, may suffice to establish the trustee as the mortgage holder. However, there must be proof that the assignment was made by a party that itself held the mortgage. See *In re Samuels*, 415 B.R. 8, 20 (Bankr.D.Mass.2009). A foreclosing entity may provide a complete chain of assignments linking it to the record holder of the mortgage, or a single assignment from the record holder of the mortgage. See *In re Parrish*, 326 B.R. 708, 720 (Bankr.N.D.Ohio 2005) ("If the claimant acquired the note and mortgage from the original lender or from another party who acquired it from the original lender, the claimant can meet its burden through evidence that traces the loan from the original lender to the claimant"). The key in either case is that the foreclosing entity must hold the mortgage at the time of the notice and sale in order accurately to identify itself as the present holder in the notice and in order to have the authority to foreclose under the power of sale (or the foreclosing entity must be one of the parties authorized to foreclose under G.L. c. 183, § 21, and G.L. c. 244, § 14).

The judge did not err in concluding that the securitization documents submitted by the plaintiffs failed to demonstrate that they were the holders of the Ibanez and LaRace mortgages, respectively, at the time of the publication of the notices and the sales. The judge, therefore, did not err in rendering judgments against the plaintiffs and in denying the plaintiffs' motion to vacate the judgments. [FN20]

We now turn briefly to three other arguments raised by the plaintiffs on appeal. First, the plaintiffs initially contended that the assignments in blank executed by Option One,

identifying the assignor but not the assignee, not only "evidenc[] and confirm[] the assignments that occurred by virtue of the securitization agreements," but "are effective assignments in their own right." But in their reply briefs they conceded that the assignments in blank did not constitute a lawful assignment of the mortgages. Their concession is appropriate. We have long held that a conveyance of real property, such as a mortgage, that does not name the assignee conveys nothing and is void; we do not regard an assignment of a mortgage in blank as giving legal title in land to the bearer of the assignment. See *Felvin v. Morrissey*, 327 Mass. 217, 219 (1951); *Macurda v. Fuller*, 225 Mass. 341, 344 (1916). See also G.L. c. 183, § 3.

Second, the plaintiffs contend that, because they held the mortgage note, they had a sufficient financial interest in the mortgage to allow them to foreclose. In Massachusetts, where a note has been assigned but there is no written assignment of the mortgage underlying the note, the assignment of the note does not carry with it the assignment of the mortgage. *Barne's v. Boardman*, 149 Mass. 106, 114 (1889). Rather, the holder of the mortgage holds the mortgage in trust for the purchaser of the note, who has an equitable right to obtain an assignment of the mortgage, which may be accomplished by filing an action in court and obtaining an equitable order of assignment. *Id.* ("In some jurisdictions it is held that the mere transfer of the debt, without any assignment or even mention of the mortgage, carries the mortgage with it, so as to enable the assignee to assert his title in an action at law... This doctrine has not prevailed in Massachusetts, and the tendency of the decisions here has been, that in such cases the mortgagee would hold the legal title in trust for the purchaser of the debt, and that the latter might obtain a conveyance by a bill in equity"). See *Young v. Miller*, 6 Gray 152, 154 (1856). In the absence of a valid written assignment of a mortgage or a court order of assignment, the mortgage holder remains unchanged. This common-law principle was later incorporated in the statute enacted in 1912 establishing the statutory power of sale, which grants such a power to "the mortgagee or his executors, administrators, successors or assigns," but not to a party that is the equitable beneficiary of a mortgage held by another. G.L. c. 183, § 21, inserted by St. 1912, c. 502, § 6.

Third, the plaintiffs initially argued that postsale assignments were sufficient to establish their authority to foreclose, and now argue that these assignments are sufficient when taken in conjunction with the evidence of a presale assignment. They argue that the use of postsale assignments was customary in the industry, and point to Title Standard No. 58(3) issued by the Real Estate Bar Association for Massachusetts, which declares: "A title is not defective by reason of... [t]he recording of an Assignment of Mortgage executed either prior, or subsequent, to foreclosure where said Mortgage has been foreclosed, of record, by the Assignee." [FN21] To the extent that the plaintiffs rely on this title standard for the proposition that an entity that does not hold a mortgage may foreclose on a property, and then cure the cloud on title by a later assignment of a mortgage, their reliance is misplaced because this proposition is contrary to G.L. c. 183, § 21, and G.L. c. 244, § 14. If the plaintiffs did not have their assignments to the Ibanez and LaRaca mortgages at the time of the publication of the notices and the sales, they lacked authority to foreclose under G.L. c. 183, § 21, and G.L. c. 244, § 14, and their published claims to be the present holders of the mortgages were false. Nor may a postforeclosure assignment

be treated as a pre-foreclosure assignment, simply by declaring an "effective date" that precedes the notice of sale and foreclosure, as did Option One's assignment of the LaRace mortgage to Wells Fargo. Because an assignment of a mortgage is a transfer of legal title, it becomes effective with respect to the power of sale only on the transfer; it cannot become effective before the transfer. See *In re Schwartz*, *supra* at 269.

However, we do not disagree with Title Standard No. 58(3) that, where an assignment is confirmatory of an earlier, valid assignment made prior to the publication of notice and execution of the sale, that confirmatory assignment may be executed and recorded after the foreclosure, and doing so will not make the title defective. A valid assignment of a mortgage gives the holder of that mortgage the statutory power to sell after a default regardless whether the assignment has been recorded. See G.L. c. 183, § 21; *MacFarlane v. Thompson*, 241 Mass. 486, 489 (1922). Where the earlier assignment is not in recordable form or bears some defect, a written assignment executed after foreclosure that confirms the earlier assignment may be properly recorded. See *Bon v. Graves*, 216 Mass. 440, 444-445 (1914). A confirmatory assignment, however, cannot confirm an assignment that was not validly made earlier or backdate an assignment being made for the first time. See *Scaplen v. Blanchard*, 187 Mass. 73, 76 (1904) (confirmatory deed "creates no title" but "takes the place of the original deed, and is evidence of the making of the former conveyance as of the time when it was made"). Where there is no prior valid assignment, a subsequent assignment by the mortgage holder to the note holder is not a confirmatory assignment because there is no earlier written assignment to confirm. In this case, based on the record before the judge, the plaintiffs failed to prove that they obtained valid written assignments of the Ibanez and LaRace mortgages before their foreclosures, so the postforeclosure assignments were not confirmatory of earlier valid assignments.

Finally, we reject the plaintiffs' request that our ruling be prospective in its application. A prospective ruling is only appropriate, in limited circumstances, when we make a significant change in the common law. See *Papadopoulos v. Target Corp.*, 457 Mass. 368, 384 (2010) (noting "normal rule of retroactivity"); *Payton v. Abbott Labs*, 386 Mass. 540, 565 (1982). We have not done so here. The legal principles and requirements we set forth are well established in our case law and our statutes. All that has changed is the plaintiffs' apparent failure to abide by those principles and requirements in the rush to sell mortgage-backed securities.

Conclusion. For the reasons stated, we agree with the judge that the plaintiffs did not demonstrate that they were the holders of the Ibanez and LaRace mortgages at the time that they foreclosed these properties, and therefore failed to demonstrate that they acquired fee simple title to these properties by purchasing them at the foreclosure sale.

Judgments affirmed.

CORDY, J. (concurring, with whom Botsford, J., joins).

I concur fully in the opinion of the court, and write separately only to underscore that

what is surprising about these cases is not the statement of principles articulated by the court regarding title law and the law of foreclosure in Massachusetts, but rather the utter carelessness with which the plaintiff banks documented the titles to their assets. There is no dispute that the mortgagors of the properties in question had defaulted on their obligations, and that the mortgaged properties were subject to foreclosure. Before commencing such an action, however, the holder of an assigned mortgage needs to take care to ensure that this legal paperwork is in order. Although there was no apparent actual unfairness here to the mortgagors, that is not the point. Foreclosure is a powerful act with significant consequences, and Massachusetts law has always required that it proceed strictly in accord with the statutes that govern it. As the opinion of the court notes, such strict compliance is necessary because Massachusetts is both a title theory State and allows for extrajudicial foreclosure.

The type of sophisticated transactions leading up to the accumulation of the notes and mortgages in question in these cases and their securitization, and, ultimately the sale of mortgaged-backed securities, are not barred nor even burdened by the requirements of Massachusetts law. The plaintiff banks, who brought these cases to clear the titles that they acquired at their own foreclosure sales, have simply failed to prove that the underlying assignments of the mortgages that they allege (and would have) entitled them to foreclose ever existed in any legally cognizable form before they exercised the power of sale that accompanies those assignments. The court's opinion clearly states that such assignments do not need to be in recordable form or recorded before the foreclosure, but they do have to have been effectuated.

What is more complicated, and not addressed in this opinion, because the issue was not before us, is the effect of the conduct of banks such as the plaintiffs here, on a bona fide third-party purchaser who may have relied on the foreclosure title of the bank and the confirmative assignment and affidavit of foreclosure recorded by the bank subsequent to that foreclosure but prior to the purchase by the third party, especially where the party whose property was foreclosed was in fact in violation of the mortgage covenants, had notice of the foreclosure, and took no action to contest it.

FN1. For the Structured Asset Securities Corporation Mortgage Pass-Through Certificates, Series 2006-Z.

FN2. Wells Fargo Bank, N.A., trustee, vs. Mark A. LaRace & another.

FN3. The Appeals Court granted the plaintiffs' motion to consolidate these cases.

FN4. Chief Justice Marshall participated in the deliberation on this case prior to her retirement.

FN5. We acknowledge the amicus briefs filed by the Attorney General; the Real

Estate Bar Association for Massachusetts, Inc.; Marie McDonnell, and the National Consumer Law Center, together with Darlene Manson, Germano DePina, Robert Lane, Ann Cooley, Roberto Szumik, and Geraldo Dosanjos.

FN6. The uncertainty surrounding the first issue was the reason the plaintiffs sought a declaration of clear title in order to obtain title insurance for these properties. The second issue was raised by the judge in the LaRace case at a January 5, 2009, case management conference.

FN7. The judge also concluded that the Boston Globe was a newspaper of general circulation in Springfield, so the foreclosures were not rendered invalid on that ground because notice was published in that newspaper.

FN8. In the third case, LaSalle Bank National Association, trustee for the certificate holders of Bear Stearns Asset Backed Securities I, LLC Asset-Backed Certificates, Series 2007-HE2 vs. Freddy Rosario, the judge concluded that the mortgage foreclosure "was not rendered invalid by its failure to record the assignment reflecting its status as holder of the mortgage prior to the foreclosure since it was, in fact, the holder by assignment at the time of the foreclosure, it truthfully claimed that status in the notice, and it could have produced proof of that status (the unrecorded assignment) if asked."

FN9. On June 1, 2009, attorneys for the defendant mortgagors filed their appearance in the cases for the first time.

FN10. The LaRace defendants allege that the documents submitted to the judge following the plaintiffs' motions to vacate judgment are not properly in the record before us. They also allege that several of these documents are not properly authenticated. Because we affirm the judgment on other grounds, we do not address these concerns, and assume that these documents are properly before us and were adequately authenticated.

FN11. This signed and notarized document states: "FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to _____ all beneficial interest under that certain Mortgage dated December 1, 2005 executed by Antonio Ibanez...."

FN12. The Structured Asset Securities Corporation is a wholly owned direct subsidiary of Lehman Commercial Paper Inc., which is in turn a wholly owned, direct subsidiary of Lehman Brothers Holdings Inc.

FN13. As implemented in Massachusetts, a mortgage holder is required to go to court to obtain a judgment declaring that the mortgagor is not a beneficiary of the Servicemembers Act before proceeding to foreclosure. St.1943, c. 57, as amended through St.1998, c. 142.

FN14. The Land Court judge questioned whether American Home Mortgage Servicing, Inc. was in fact a successor in interest to Option One. Given our affirmance of the judgment on other grounds, we need not address this question.

FN15. An alternative to foreclosure through the right of statutory sale is foreclosure by entry, by which a mortgage holder who peaceably enters a property and remains for three years after recording a certificate or memorandum of entry forecloses the mortgagor's right of redemption. See G.L. c. 244, §§ 1, 2; *Joyner v. Lenox Sav. Bank*, 322 Mass. 46, 52-53 (1947). A foreclosure by entry may provide a separate ground for a claim of clear title apart from the foreclosure by execution of the power of sale. See, e.g., *Grubiel v. Michelson*, 297 Mass. 227, 228-229 (1937). Because the plaintiffs do not claim clear title based on foreclosure by entry, we do not discuss it further.

FN16. We recognize that a mortgage holder must not only act in strict compliance with its power of sale but must also "act in good faith and ... use reasonable diligence to protect the interests of the mortgagor," and this responsibility is "more exacting" where the mortgage holder becomes the buyer at the foreclosure sale, as occurred here. See *Williams v. Resolution GGF Oy*, 417 Mass. 377, 382-383 (1994), quoting *Seppala & Aho Constr. Co. v. Petersen*, 373 Mass. 316, 320 (1977). Because the issue was not raised by the defendant mortgagors or the judge, we do not consider whether the plaintiffs breached this obligation.

FN17. The form of foreclosure notice provided in G.L. c. 244, § 14, calls for the present holder of the mortgage to identify itself and sign the notice. While the statute permits other forms to be used and allows the statutory form to be "altered as circumstances require," G.L. c. 244, § 14, we do not interpret this flexibility to suggest that the present holder of the mortgage need not identify itself in the notice.

FN18. The plaintiffs were not authorized to foreclose by virtue of any of the other provisions of G.L. c. 244, § 14: they were not the guardian or conservator, or acting in the name of a person so authorized; nor were they the attorney duly authorized by a writing under seal.

FN19. Ibanez challenges the validity of this assignment to Option One. Because of the failure of U.S. Bank to document any preforeclosure sale assignment or chain of assignments by which it obtained the Ibanez mortgage from Option One, it is unnecessary to address the validity of the assignment from Rose Mortgage to Option One.

FN20. The plaintiffs have not pressed the procedural question whether the judge exceeded his authority in rendering judgment against them on their motions for default judgment, and we do not address it here.

FN21. Title Standard No. 58(3), issued by the Real Estate Bar Association for Massachusetts continues: "However, if the Assignment is not dated prior, or stated to be effective prior, to the commencement of a foreclosure, then a foreclosure sale after April 1st, 2007 may be subject to challenge in the Bankruptcy Court," citing *In re Schwartz*, 366 B.R. 265 (Bankr.D.Mass.2007).

END OF DOCUMENT

Rule 23 order filed
May 21, 2008;
Motion to publish granted
June 16, 2008.

NO. 5-06-0664

IN THE
APPELLATE COURT OF ILLINOIS
FIFTH DISTRICT

BAYVIEW LOAN SERVICING, L.L.C.,	)	Appeal from the
	)	Circuit Court of
Plaintiff-Appellee.	)	White County.
)	
v.	)	No. 04-CH-40
)	
JEFFREY EDE N NELSON,)	
)	
Defendant-Appellant,)	
)	
and)	
)	
DENISE A. NELSON, NONRECORD)	
CLAIMANTS, UNKNOWN TENANTS,)	
and UNKNOWN OWNERS,	)	Honorable
	)	Paul W. Lamar,
Defendants.	)	Judge, presiding.

PRESIDING JUSTICE STEWART delivered the opinion of the court:

In this mortgage foreclosure action, the circuit court of White County entered a summary judgment in favor of the plaintiff, Bayview Loan Servicing, L.L.C. (Bayview), and against the defendant, Jeffrey Eden Nelson (Nelson). On November 21, 2006, the circuit court denied Nelson's motion to reconsider the summary judgment. Nelson appeals from the entry of a summary judgment and from the denial of his motion to reconsider. We reverse and remand.

BACKGROUND

On November 22, 2004, Bayview filed a complaint to foreclose a mortgage against Nelson and the other defendants, who are not parties to this appeal. Although all of the pleadings and proceedings include all of the defendants, we refer only to Nelson in this

opinion since he is the only appellant. In the complaint, Bayview alleged that it was the assignee of Old National Bank, to whom Nelson had executed and delivered a mortgage and promissory note secured by a parcel of real estate. Bayview alleged that Nelson's payment default entitled it to foreclose the mortgage. Bayview attached to the complaint copies of the promissory note and mortgage executed between Nelson and Old National Bank.

On December 23, 2004, Nelson filed an answer to the complaint, admitting that Bayview was the owner of the mortgage and note but denying that it was entitled to foreclose the mortgage. On March 16, 2005, Bayview filed a motion for a summary judgment. On April 22, 2005, Nelson filed a motion for leave to amend his answer, alleging that the documents Bayview had submitted to him in discovery contained new information that he did not have when he filed his original answer. The court granted Nelson's motion, and on May 25, 2005, he filed an amended answer to the complaint.

In the amended answer, Nelson denied that he executed a mortgage to Bayview. He also filed four affirmative defenses with the amended answer. In his first three affirmative defenses, he alleged that Bayview was not a proper party to the proceedings because it had refused to provide him with copies of any assignment to it from Old National Bank, it had not recorded any assignment of the mortgage between it and Old National Bank, and it had not attached to its complaint a copy of any assignment. In the fourth affirmative defense, Nelson alleged that the complaint did not include any assignment from Old National Bank as required by the Code of Civil Procedure (735 ILCS 5/1-101 et seq. (West 2004)). Bayview did not file a response to the affirmative defenses.

On June 17, 2005, Bayview filed an amended motion for a summary judgment, alleging that Nelson's answer contained only general denials of the allegations in its complaint and that, contrary to the allegations in Nelson's affirmative defenses, it had provided him with a recorded copy of its assignment of the mortgage from Old National

Bank. Bayview alleged that it was not required to attach to its complaint a copy of the assignment, but it did attach a copy of an assignment to the amended motion for a summary judgment. The attached assignment is dated June 22, 2004, and assigns Old National Bank's interest in the subject mortgage to Bayview Financial Trading Group, L.P. (the Partnership).

In the amended motion for a summary judgment, Bayview alleged that Nelson's "repeated allegations" that Bayview was unknown to him were inaccurate. In support of that statement, Bayview attached two letters which it claimed notified Nelson "of the transfer of servicing from Old National Bank" to Bayview. The first letter, dated August 6, 2004, indicated that Bayview had "acquired the servicing" of Nelson's loan from Old National Bank but that the transfer did "not affect the terms or conditions" of his loan documents, "other than the terms directly related to the servicing" of the loan. The second letter, dated September 9, 2004, indicated that the loan was in default. Bayview also alleged in the amended motion that it was entitled to a summary judgment because Nelson's answers were mere general denials without factual basis or support and insufficient to create a material issue of fact.

Nelson filed a response to the amended motion for a summary judgment, alleging that, in his amended answer, he had denied specific facts and that genuine issues of material fact existed, including issues raised in his affirmative defenses. He also argued that Bayview had admitted his affirmative defenses by failing to respond to them. A

The parties appeared for a hearing on the amended motion for a summary judgment, but there is no transcript of that hearing in the record. On March 13, 2006, the court entered a summary judgment, finding that Bayview was the owner of the mortgage and note and entitled to foreclosure. A

On April 21, 2006, Nelson filed a motion to reconsider the entry of the summary judgment. On August 8, 2006, at the hearing on the motion to reconsider, Judge Lamar K

granted the parties 28 days within which to file additional pleadings.

On September 5, 2006, Nelson filed a memorandum in support of his motion to reconsider, alleging again that there were genuine issues of material fact precluding a summary judgment, ~~that his affirmative defenses had been admitted, and that Bayview was~~ not a proper party to the lawsuit because it had "never established by attachment or otherwise how it came into possession of the mortgage."

A

On September 21, 2006, Bayview filed a response to Nelson's motion to reconsider and supporting memorandum, again alleging that Nelson's general denials and affirmative defenses did not preclude a summary judgment. Bayview argued that Nelson failed to raise any substantive defense to the foreclosure action and that the court should deny the motion to reconsider and enter a judgment of foreclosure and sale.

On September 22, 2006, Bayview filed a motion for the entry of a judgment of foreclosure and order of sale, alleging that it had previously filed an affidavit proving that it was the "holder of the mortgage and note" and that it properly stood before the court. Nelson filed an answer to the motion for the entry of the judgment and an objection to a hearing on that motion prior to the court's reconsideration of the summary judgment.

B

On November 21, 2006, the parties appeared, and the court issued a docket order denying Nelson's motion to reconsider and granting Bayview's motion for a judgment of foreclosure and order of sale. This appeal followed.

A

ANALYSIS

Our review from a summary judgment order is *de novo*. *Community Bank of Greater Peoria v. Carter*, 283 Ill. App. 3d 505, 508 (1996) (*Community Bank*). A summary judgment is an appropriate remedy only if the pleadings, depositions, and admissions on file, together with any affidavits, show that there is no genuine issue of material fact and that the movant is entitled to a judgment as a matter of law. *Purtill v. Hess*, 111 Ill. 2d 229, 240 (1986); 735

A

later pleadings. We disagree. The trial court granted Nelson leave to file an amended answer based upon his assertions that he had obtained new information of which he had not been aware when he filed his original answer. Then, in the amended answer and all of his subsequent pleadings, Nelson raised the issue of whether Bayview was a proper party to the proceedings. No thing in the trial court record indicates that Bayview holds the mortgage or note that is the subject of this foreclosure action. At the time the court entered the summary judgment and denied Nelson's motion to reconsider, the record indicated that the Partnership was the only legal entity with the right to institute a mortgage foreclosure action against Nelson for this particular parcel of real estate. Therefore, there was no basis for the entry of a summary judgment in favor of Bayview, a stranger to the mortgage. Additionally, because there was no basis for the entry of a summary judgment in favor of Bayview, the court improperly entered the judgment of foreclosure and order of sale. Based upon our holding, we need not address the parties' additional arguments.

CONCLUSION

We reverse the summary judgment and the judgment of foreclosure and order of sale entered in favor of Bayview and against Nelson. Because none of the other defendants participated in this appeal, we make no rulings with regard to them but indicate that, from the record presented herein, it appears that the same principles apply to the nonappealing defendants as apply to Nelson. We remand for further proceedings consistent with this decision.

Reversed and remanded.

GOLDEN/HERSH and SPOMER, JJ., concur.

NOTICE
Decision filed 04/06/12. The text of this decision may be changed or corrected prior to the filing of a Petition for Rehearing or the disposition of the same.

2012 IL App (5th) 100483-U

NO. 5-10-0483

IN THE
APPELLATE COURT OF ILLINOIS
FIFTH DISTRICT

NOTICE
This order was filed under Supreme Court Rule 23 and may not be cited as precedent by any party except in the limited circumstances allowed under Rule 23(e)(1).

AMTRUST BANK,
Plaintiff-Appellee,

v.

CHARLES E. LOVE,
Defendant-Appellant.

) Appeal from the
) Circuit Court of
) St. Clair County.
)
) No. 09-CH-430
)
) Honorable
) Andrew J. Gleeson,
) Judge, presiding.

JUSTICE GOLDENHERSH delivered the judgment of the court.
Justices Welch and Spomer concurred in the judgment.

ORDER

¶ 1 *Held: Absent a special finding under Supreme Court Rule 304(a) (eff. Jan. 1, 2006), a foreclosure judgment is not a final and appealable judgment, and defendant's appeal is dismissed.*

¶ 2 Defendant, Charles E. Love, appeals the circuit court's order of July 29, 2010, that denied defendant's motion to vacate the judgment against him in a foreclosure action. He requests that this court reverse the circuit court order. For the following reasons, we dismiss defendant's appeal.

¶ 3 **BACKGROUND**

¶ 4 On September 4, 2007, defendant entered into a mortgage agreement with plaintiff. On March 31, 2009, plaintiff filed a foreclosure action in the circuit court against defendant claiming that he was delinquent on his payments. After personal service was unsuccessful, service was executed by publication.

¶ 5 On June 16, 2009, plaintiff filed a motion for summary judgment and a motion for

an order of a default judgment. On June 18, 2009, the circuit court entered a judgment of foreclosure that granted both the motion for summary judgment and the motion for default judgment. On February 4, 2010, the property in question was set for sale at an auction.

¶ 6 On February 10, 2010, defendant filed a motion to vacate the circuit court's judgment. In the motion, he argued that he was unaware of the hearings on the matter and that he had been in forbearance with the bank and making payments during that time. On February 12, 2010, plaintiff filed a motion for an order approving the report of sale and distribution.

¶ 7 Defendant's motion was continued twice. The record does not contain any transcripts of the hearings. On February 18, 2010, the circuit court entered an order approving the report of sale and distribution and confirming the sale and order of possession. On July 29, 2010, the court denied defendant's motion to vacate the judgment of foreclosure. Defendant filed this timely appeal.

¶ 8

ANALYSIS

¶ 9 On appeal, defendant argues that the circuit court erred in denying his motion to vacate the foreclosure judgment. He further argues that he was making payments and had proof of those payments that the circuit court would not consider. In response, plaintiff argues that this court lacks jurisdiction to consider the claim, and in the alternative, plaintiff argues that defendant is not entitled to relief under section 2-1401 of the Code of Civil Procedure (735 ILCS 5/2-1401 (West 2010)).

¶ 10 The Illinois Supreme Court has held that a foreclosure judgment of a mortgage is not final and appealable until the circuit court enters an order approving the sale and directing the distribution. *In re Marriage of Verdung*, 126 Ill. 2d 542, 555 (1989). "A judgment of foreclosure is not final and appealable because it does not dispose of all the issues between the parties and it does not terminate the litigation." *JP Morgan Chase Bank v. Fankhauser*, 383 Ill. App. 3d 254, 260 (2008). "Unless the court makes a finding pursuant to Supreme

Court Rule 304(a) [(eff. Jan. 1, 2006)], that there is no just reason for delaying enforcement or appeal, the judgment of foreclosure is not appealable." *In re Marriage of Verdung*, 126 Ill. 2d at 555.

¶ 11 Here, defendant is appealing the circuit court's denial of his motion to vacate the judgment of foreclosure. This motion was filed on February 10, 2010, which was eight days prior to the court's order approving the sale and distribution. Defendant's motion was not amended to include the vacatur of the orders that occurred after the filing of the motion. Therefore, since the motion to vacate only included the judgment of foreclosure, then appeal of the denial of such motion would be limited to the same judgment.

¶ 12 However, as held by our supreme court, without a special finding under Rule 304(a), a judgment of foreclosure is not final and appealable. Here, the circuit court's order denying the motion does not contain a special finding under Rule 304(a) stating that there is no just reason for delaying appeal. Moreover, defendant limited his notice of appeal to the circuit court's order of July 29, 2010, and does not mention anything about the other judgments of sale or distribution.

¶ 13 Therefore, we find that defendant's appeal was limited to the denial of his motion to vacate the foreclosure judgment. Defendant's appeal is dismissed pursuant to Rule 304(a), and we cannot consider the merits of the appeal.

¶ 14 **CONCLUSION**

¶ 15 For the foregoing reasons, defendant's appeal is dismissed pursuant to Supreme Court Rule 304(a).

¶ 16 Appeal dismissed.



SUPREME COURT OF ILLINOIS

SUPREME COURT BUILDING
200 East Capitol Avenue
SPRINGFIELD, ILLINOIS 62701-1721

CAROLYN TAFT GROSSBERG, L.
Clerk of the Court

(217) 782-2035
TDD: (217) 524-8132

December 23, 2011

FIRST DISTRICT OFFICE
160 North LaSalle Street, 20th Floor
Chicago, Illinois 60601-3103
(312) 793-1332
TDD: (312) 793-6185

12/23/11

Ms. Lauren L. Scheffers
1305 Morningstar Court
Naperville, IL 60564

In re: Lauren L. Scheffers, et al., petitioners, v. Deutsche
Bank National Trust Company, etc., respondent.
No. 113313

113313

Today the following order was entered in the captioned case:

Motion by petitioner, pro se, to correct order of November 15,
2011, to proceed in forma pauperis and for certain other
relief. Motion Allowed. The order of November 15, 2011, stands
corrected in this respect, nunc pro tunc, and is attached
hereto.

CORRECTED

Order entered by Chief Justice Kilbride.

cc: Clerk of the Appellate Court, Second District
Clerk of the Appellate Court, Third District
Hon. Lisa Madigan
Mr. Denis Pierce
Mr. David Co
Mr. Patrick Stanton

* CRIMINAL INVESTIGATION UNIT

OUT OF STATE

WHY?



SUPREME COURT OF ILLINOIS

SUPREME COURT BUILDING
200 East Capitol Avenue
SPRINGFIELD, ILLINOIS 62701-1721

CAROLYN TAFT GROSBECK
Clerk of the Court

(217) 782-2035
TDD: (217) 524-8132

December 23, 2011 *

FIRST DISTRICT OFFICE
160 North LaSalle Street, 20th Floor
Chicago, Illinois 60601-3103
(312) 793-1332
TDD: (312) 793-6185

12/23/11

Ms. Lauren L. Scheffers
1305 Morningstar Court
Naperville, IL 60564

In re: Lauren L. Scheffers, etc., petitioner, v. Deutsche
Bank National Trust Company, etc., respondent.
No. 113313 . 113 313

CORRECTED ORDER

Today the following order was entered in the captioned case:

* Petitioner Lauren L. Scheffers' Motion for Leave to Proceed in
forma pauperis permitting the applicant to sue or defend
without payment of fees, costs or charges is hereby allowed,
nunc pro tunc, to November 15, 2011.

Order entered by Chief Justice Kilbride. *

CHIEF JUSTICE

cc: Clerk of the Appellate Court, Second District
Clerk of the Appellate Court, Third District
Hon. Lisa Madigan *
Mr. Denis Pierce
Mr. David Co
Mr. Patrick Stanton

CRIMINAL INVESTIGATION UNIT

WHY?

OUT OF STATE



Clerk of the Circuit Court
 Pamela McGuire

Search End

Parties Charges Financials Schedule **Events**

Case Number: 2009 CH003797 Case Status: Mandate Open Date: 08/26/2009
 Case Title: DIEU TSCHE BANK NATIONAL TRUST C vs. SCHEFFERS LAUREN
 Case Type: CHANCERY File Type: Foreclosure - RESIDENTIAL Closed Date: N/A

Event Date	Docket Entry
08/26/2009	Foreclosure
08/26/2009	Complaint for Foreclosure
08/26/2009	Affidavit as to Unknown Owners & Nonrecord Claimants
08/26/2009	Summons Issued (Copy(s) filed)
08/26/2009	Supporting Document(s)-Redacted
09/21/2009	Summons Returned Served FOR LAUREN SCHEFFERS ON 09/10/09 BY PPS
09/21/2009	Summons returned unserved FOR LAUREN SCHEFFERS REASON SERVED AT
09/21/2009	Summons returned unserved FOR LAUREN SCHEFFERS REASON VACANT BY PPS
09/30/2009	Motion FOR JUDGMENT
10/06/2009	Appearance Civil Case
10/06/2009	Appearance Filed For LAUREN L SCHEFFERS
11/09/2009	Notice of Motion
11/09/2009	DefendantS MOTION FOR QUIET TITLE
11/13/2009	Counter Claim with fee
11/13/2009	Answer AND COUNTER-COMPLAINT
11/13/2009	Proof of Service-ANSWER AND COUNTER-COMPLAINT
11/13/2009	Exhibit(s)
11/17/2009	Notice of Motion
11/17/2009	Motion FOR ORDER OF DEFAULT
11/17/2009	Motion for Judgment FOR FORECLOSURE AND SALE
11/24/2009	See Order Signed
11/24/2009	AB - Defendants Various Motions
12/01/2009	Copies & Cert. Copies
12/22/2009	Notice of Filing FILED BY MICHAEL KEMOCK
12/22/2009	Response TO DEFENDANTS MOTION FOR QUIET TITLE
12/22/2009	Exhibit(s)
01/14/2010	Notice of Filing
01/14/2010	Supporting Document(s)
01/14/2010	Defendant COUNTER PLAINTIFF REPLY TO PLAINTIFF COUNTER DEFENDANT
01/14/2010	Exhibit(s)
01/14/2010	Proof of SERVICE
01/28/2010	Copies & Cert. Copies
01/28/2010	See Order Signed

08/26/09

QUIET TITLE

ANSWER / COUNTER-COMPLAINT

?



Clerk of the Circuit Court
 Pamela McGuire

Search End

Parties **Charges** **Financials** **Schedule** **Events**

- 02/11/2010 Receipt
- 03/01/2010 Appellate Court Order - MOTION OF APPELLANT TO DISMISS APPEAL IS
- 03/04/2010 Notice of Motion FILED BY LAUREN SCHEFFERS (DEFENDANT CONTACTED IN
- 03/04/2010 Defendant/COUNTER-PLAINTIFF MOTION TO DISMISS COMPLAINT TO FORECLOSE
- 03/04/2010 Exhibit(s) - Redacted
- 03/05/2010 Motion FOR EXTENSION OF TIME] CHANGE IN P COUNSEL
- 03/08/2010 Re-Notice OF MOTION 2 FILES
- 03/08/2010 Motion FOR EXTENSION OF TIME TO ANSWER OR OTHERWISE PLEAD
- 03/08/2010 Notice of Motion-AMENDED DATE]
- 03/08/2010 Proof of Service]
- 03/08/2010 Mandate RETURNED - DISMISSED ON MOTION OF APPELLANT (3-10-0110)]
- 03/11/2010 Judge has File (Vol 3)
- 03/16/2010 See Order Signed
- 03/16/2010 Judge returns file
- 03/16/2010 AB - Defendants Various Motions
- 03/16/2010 Plaintiff/COUNTER DEFENDANTS MOTION TO DISMISS AFFIRMATIVE DEFENSE
- 03/16/2010 Memorandum IN SUPPORT OF PLAINTIFF COUNTER DEFENDANTS MOTION TO
- 03/16/2010 Supporting Document(s)
- 04/16/2010 Notice of Filing
- 04/16/2010 Defendant/Counter-Plaintiff Response To Plaintiff/Counter-Defendant's
- 04/16/2010 Defendant Certification-Defendant/Counter-Plaintiff Response to
- 04/16/2010 Exhibit(s)
- 04/16/2010 Plaintiff's response to defendant Scheffer's motion to dismiss
- 04/20/2010 Notice of Motion
- 04/20/2010 Defendant/COUNTER-PLAINTIFF MOTION FOR LEAVE TO AMEND DEFENDANT/
- 04/20/2010 Proof of Service
- 04/20/2010 Supporting Document(s)
- 04/27/2010 See Order Signed
- 04/27/2010 AB - Defendants Various Motions
- 05/06/2010 Notice of Filing
- 05/06/2010 Reply DEFENDANTS TO PLAINTIFFS RESPONSE TO DEFENDANT SCHEFFERS MOTION
- 05/06/2010 Reply DEFENDANTS TO PLAINTIFFS RESPONSE TO DEFENDANT SCHEFFERS MOTION
- 05/06/2010 List OF EXHIBITS FILED BY LAUREN SCHEFFERS
- 05/06/2010 Exhibit(s)
- 05/06/2010 Motion for Leave TO AMEND MOTION TO DISMISS] D MOTION TO DISMISS
- 05/06/2010 Supporting Document(s)
- 05/07/2010 PLAINTIFFS REPLY IN SUPPORT OF ITS MOTION TO DISMISS AFFIRMATIVE
- 05/11/2010 Proof of Service (COPY)



Clerk of the Circuit Court
 Pamela McGuire

Search Term:

Parties Charges Financials Schedule **Events**

- 06/10/2010 Defendant MOTION TO CORRECT THE ORDER
- 06/10/2010 Supporting Document(s)
- 06/10/2010 Notice of Motions (COPY)
- 06/10/2010 Notice of Filing
- 06/10/2010 Defendant MOTION TO COMPEL PRODUCTION] DOWN
- 06/10/2010 Supporting Document(s)
- 06/10/2010 Notice of Motions (COPY)
- 06/10/2010 Notice of Filing
- 06/10/2010 Defendant MOTION TO RECONSIDER
- 06/10/2010 Memorandum IN SUPPORT OF DEFENDANT MOTION TO RECONSIDER
- 06/10/2010 Copy PROOF OF SERVICE
- 06/10/2010 Supporting Document(s)
- 06/11/2010 Amended NOTICE OF MOTION
- 06/11/2010 Proof of Service
- 06/22/2010 AB - Defendants Various Motions
- 06/22/2010 See Order Signed P SANCTIONS OF D
- 06/23/2010 Emergency Motion TO VACATE COURT ORDER AND FOR SANCTIONS FROM
- 06/24/2010 Emergency Notice OF MOTION
- 06/24/2010 Emergency Motion TO VACATE ORDER
- 06/24/2010 See Order Signed
- 06/24/2010 AB - Defendants Various Motions
- 07/06/2010 Notice of Filing
- 07/06/2010 Response DEFENDANTS TO PLAINTIFFS EMERGENCY MOTION TO VACATE ORDER NOT EMERGENCY
- 07/06/2010 Notice of Filing
- 07/06/2010 Proof of Service
- 07/06/2010 Response TO PLAINTIFFS EMERGENCY MOTION TO VACATE ORDER AND FOR
- 07/06/2010 Exhibits
- 07/15/2010 Notice of Filing
- 07/15/2010 Motion TO VACATE/ REPLY IN SUPPORT OF EMERGENCY MOTION TO VACATE
- 07/15/2010 Affidavit OF AMY R. JONKER
- 07/15/2010 Exhibit(s) A
- 07/20/2010 Notice of Filing P 3
- 07/20/2010 Response/T TRUSTEES COMBINED RESPONSE TO SCHEFFERS MOTION TO RECONSIDER
- 07/20/2010 Exhibit(s) A-C
- 07/22/2010 Copies 3 Cert. Copies
- 07/22/2010 See Order Signed
- 07/22/2010 CJ - Case called for Hearing
- 08/04/2010 Notice of Filing



Clerk of the Circuit Court
 Pamela McGuire

Search End

Parties Charges Financials Schedule **Events**

- 08/12/2010 Clerk's Error
- 09/09/2010 Notice of Motion
- 09/09/2010 Proof of Service
- 09/09/2010 Motion for Summary Judgment DEFENDANTS *D.M.S.T*
- 09/09/2010 Memorandum IN SUPPORT OF DEFENDANTS MOTION FOR SUMMARY JUDGMENT *↓*
- 09/09/2010 Certification
- 09/09/2010 Proof of Service
- 09/09/2010 Exhibit(s)
- 09/09/2010 Motion FOR JUDGMENT FROM ATTORNEY PIERCE
- 09/13/2010 Re-Notice OF MOTION
- 09/13/2010 Motion for Summary Judgment PURSUANT TO 735 ILCS 5/2-1005 CORRECTED
- 09/14/2010 Notice of Motion
- 09/14/2010 Defendant MOTION FOR LEAVE TO FILE MOTION TO STRIKE PLAINTIFFS *]*
- 09/14/2010 Defendant MOTION TO STRIKE PLAINTIFFS 09/14/10 MOTIONS PURSUANT TO 735
- 09/14/2010 Exhibit(s)
- 09/14/2010 See Order Signed
- 09/14/2010 AB - Defendants Various Motions
- 09/30/2010 Clerk's Error
- 10/06/2010 Notice of Filing FILED BY PIERCE AND ASSOC.
- 10/06/2010 Motion TO STRIKE DEFENDANT'S MOTION FOR SUMMARY JUDGMENT FILED BY
- 10/06/2010 Supporting Document(s)
- 10/18/2010 Notice of Filing *]*
- 10/18/2010 Memorandum IN SUPPORT OF DEFENDANTS MOTION TO STRIKE PLAINTIFFS 9-14-
- 10/18/2010 Certification
- 10/18/2010 Notice of Filing
- 10/18/2010 Response TO PLAINTIFFS MOTION TO STRIKE DEFENDANTS MOTION FOR SUMMARY
- 10/18/2010 Supporting Document(s)
- 10/18/2010 Notice of Filing *7/2*
- 10/18/2010 Response COMBINED TO PLAINTIFFS MOTION FOR ORDER OF DEFAULT. MOTION *12*
- 10/18/2010 Supporting Document(s)
- 10/20/2010 Notice of Filing FILED BY PIERCE & ASSOCIATES
- 10/20/2010 Reply IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT FILED BY PIERCE &
- 10/25/2010 Notice of Filing
- 10/25/2010 Reply IN SUPPORT OF DEFENDANTS MOTION FOR SUMMARY JUDGMENT
- 10/25/2010 Supporting Document(s)
- 11/09/2010 See Order Signed
- 11/09/2010 Letter from Chief Judge's Office
- 11/09/2010 DV Status



Clerk of the Circuit Court
 Pamela McGuire

Search End

Parties **Charges** **Financials** **Schedule** **Events**

- 11/15/2010 Defendant CERTIFICATION-DEFENDANT MOTION FOR SANCTIONS (COPY)
- 11/15/2010 Proof of Service (COPY)
- 11/15/2010 Supporting Document(s)
- 11/15/2010 Exhibit(s)
- 11/16/2010 See Order Signed
- 11/16/2010 AB - Defendants Various Motions
- 11/16/2010 Judge has file
- 11/17/2010 DV - Status
- 11/18/2010 Judge returns file
- 11/22/2010 See Order Signed
- 11/22/2010 DV - Status
- 11/22/2010 Letter issued this date
- 12/16/2010 Reassignment Order
- 12/16/2010 Letter issued this date
- 12/16/2010 See Order Signed
- 12/29/2010 DV - Status
- 12/29/2010 See Order Signed
- 12/29/2010 Judge has file
- 01/24/2011 Notice of Filing FILED BY PIERCE & ASSOCIATES
- 01/24/2011 Response TO DEFENDANT'S MOTION FOR SANCTIONS FILED BY PIERCE &
- 01/24/2011 Exhibit(s)
- 02/03/2011 Notice of Filing
- 02/03/2011 Proof of Service
- 02/03/2011 Defendant SUPPLEMENTAL BRIEF IN SUPPORT OF DEFENDANT MOTION FOR
- 02/03/2011 Defendant CERTIFICATION-DEFENDANT SUPPLEMENTAL BRIEF IN SUPPORT OF
- 02/03/2011 Proof of Service
- 02/03/2011 Exhibit(s)
- 02/07/2011 Notice of Filing
- 02/07/2011 Defendant REPLY IN SUPPORT OF DEFENDANT MOTION FOR SANCTIONS
- 02/07/2011 Defendant CERTIFICATION-DEFENDANT REPLY IN SUPPORT OF DEFENDANT MOTION
- 02/07/2011 Proof of Service
- 02/07/2011 Exhibit(s)
- 03/03/2011 DV - Hearing
- 03/03/2011 See Order Signed
- 03/17/2011 Notice of Filing
- 03/17/2011 Affidavit
- 03/17/2011 Exhibit(s) - redacted
- 03/21/2011 Notice of Filing

NO SANCTIONS AGAINST DYKEMA - NO RULING

JUDGE STEVAC RECUSAL

AFTER 12 MOS. OF RULINGS ASSIGNED TO JUDGE ROSSI

FOR MOS.

MOTION FOR SANCTIONS AGAINST PIERCE



Clerk of the Circuit Court
 Pamela McGuire

Search End

Parties Charges Financials Schedule **Events**

- 03/21/2011 Defendant Certification
- 03/21/2011 Supporting Document(s)
- 03/21/2011 Notice of Filing
- 03/21/2011 Proof of Service
- 03/21/2011 Defendant Certification
- 03/21/2011 Supporting Document(s)
- 03/22/2011 Memorandum Decision and Order } ROSSI - BOTH DMST AND DMST DENIED
- 03/22/2011 Letter from Will County Circuit Court to Norma Quiroz, Richard Kavanag
- 03/22/2011 Notice of Mailing
- 03/22/2011 Response to Defendant's Request for Production
- 03/28/2011 CJ - Decision Of Under Advisement
- 03/31/2011 Notice of Filing
- 03/31/2011 Supplemental BRIEF RE. MARCH 3, 2011 HEARING AND ORDER.
- 03/31/2011 Exhibit(s)
- 04/04/2011 DV - Status
- 04/04/2011 See Order Signed } SECURE DMST AFTER GRANTED (WHEN DENIED ON 3/11)
- 04/06/2011 DV - Status
- 04/06/2011 See Order Signed
- 04/06/2011 Notice of Filing
- 04/06/2011 Supporting Document(s)
- 04/08/2011 Notice of Mailing filed by Pierce & Associates
- 04/08/2011 Letter from Judge Rossi to Michael R. Kemock and Lauren Scheffers
- 04/08/2011 Letter to Judge Rossi from Michael R. Kemock
- 04/08/2011 Order of Summary Judgment } DMST GRANTED AT A HEARING TO SET A TRIAL DATE
- 04/08/2011 Judgment Of Foreclosure and Sale
- 04/08/2011 Notice of Mailing filed by Pierce & Associates
- 04/08/2011 Motion for Summary Judgment filed by Pierce & Associates
- 04/08/2011 Notice of Filing filed by Pierce & Associates } AFTER GRANTED ON 4/4?
- 04/08/2011 Supporting Document(s)
- 04/08/2011 NJ - Judgment for Foreclosure and Sale
- 04/08/2011 Judge returns file
- 05/03/2011 Copies & Cert. Copies
- 05/10/2011 Motion to Vacate After 30 Days
- 05/10/2011 Notice of Motion
- 05/10/2011 Motion To Vacate JUDGMENT } DENIED
- 05/10/2011 Supporting Document(s)
- 05/10/2011 Notice of Motion
- 05/10/2011 Motion to Compel Production } MOTION TO COMPEL PRODUCTION DENIED



Clerk of the Circuit Court
 Pamela McGuire

Search End

Parties Charges Financials Schedule Events

- 06/17/2011 Motion for Temporary RESTRAINING ORDER
- 06/17/2011 Exhibit(s)
- 06/22/2011 AB - Defendants Various Motions
- 06/22/2011 See Order Signed
- 06/28/2011 Notice of Sale FILED BY PIERCE AND ASSOC
- 06/29/2011 Notice of Sale Pursuant to Judgment of Foreclosure Under the Illinois
- 07/01/2011 Appeal (Deposit) \$75.00
- 07/01/2011 Application/Order to Sue or Defend as a Poor Person GRANTED FOR LAUREN] *INDIGENT*
- 07/01/2011 Affidavit of Assets And Liabilities
- 07/01/2011 Notice of Filing- NOTICE OF APPEAL *7/1 APPEAL*
- 07/01/2011 Notice of Appeal filed
- 07/01/2011 Exhibit(s)
- 07/06/2011 Notice of Filing
- 07/06/2011 Letter RE: QUESTIONING THE RECORD ON APPEAL BE PREPARED
- 07/06/2011 DEFENDANT-APPELLANT'S WRITTEN REQUEST TO THE 12th JUDICIAL CIRCUIT
- 07/06/2011 Report of Proceedings PAGES 1-7 PREPARED BY COURT REPORTER DANIEL C.
- 07/06/2011 Report of Proceedings PAGES 1-7 PREPARED BY COURT REPORTER DANIEL C.
- 07/06/2011 Report of Proceedings PAGES 1-33 PREPARED BY COURT REPORTER DANIEL C.
- 07/06/2011 Report of Proceedings PAGES 1-18 PREPARED BY COURT REPORTER DANIEL C.
- 07/06/2011 Report of Proceedings PAGES 1-11 PREPARED BY COURT REPORTER DANIEL C.
- 07/06/2011 Report of Proceedings PAGES 1-57 PREPARED BY COURT REPORTER DANIEL C.
- 07/06/2011 Report of Proceedings PAGES 1-16 PREPARED BY COURT REPORTER DANIEL C.
- 07/06/2011 Report of Proceedings PAGES 1-19 PREPARED BY COURT REPORTER DANIEL C.
- 07/06/2011 Report of Proceedings PAGES 1-62 PREPARED BY COURT REPORTER DANIEL C.
- 07/06/2011 Report of Proceedings PAGES 1-19 PREPARED BY COURT REPORTER DANIEL C.
- 07/06/2011 Report of Proceedings PAGES 1-13 PREPARED BY COURT REPORTER DANIEL C.
- 07/06/2011 Report of Proceedings PAGES 1-20 PREPARED BY COURT REPORTER DANIEL C.
- 07/06/2011 Report of Proceedings AM SESSION PAGES 1-82 PREPARED BY COURT REPORTER
- 07/06/2011 Report of Proceedings PAGES 1-37 PREPARED BY COURT REPORTER STEVE
- 07/06/2011 Report of Proceedings PAGES 1-38 PREPARED BY COURT REPORTER STEVE
- 07/28/2011 Recording Fee
- 07/28/2011 Sheriff's Report of Sale Packet *SOLD UNDER APPEAL*
- 08/15/2011 Notice of Filing
- 08/15/2011 Letter TO JUDGE ROSSI *+*
- 08/15/2011 Exhibit(s)
- 08/15/2011 Letter TO JUDGE SIEGEL *+*
- 08/15/2011 Exhibit(s)
- 08/15/2011 Supporting Document(s)

[Handwritten bracket and arrow pointing to the list of reports]

*NO MOTION TO APPROVE
 AS OF 4/13/2012*



Clerk of the Circuit Court
Pamela McGuire

Search End

Parties Charges Financials Schedule Events

- 09/01/2011 Notice of Filing
- 09/01/2011 Copy OF LETTER TO SHERIFF PAUL KAUPUS *AS*
- 09/01/2011 Notice of Filing
- 09/01/2011 Copy OF 8-13-11 LETTER TO JUDGE ROSSI *AS*
- ~~09/09/2011~~ Notice of Filing
- 09/09/2011 Certification OF SERVICE
- 09/09/2011 Copy OF LETTER FROM LAUREN SCHEFFERS TO JUDGE GERALD R. KINNEY] *AS*
- 09/09/2011 Copy OF LETTER TO LAUREN SCHEFFERS FROM JUDGE GERALD KINNEY] *AS*
- 09/09/2011 Notice of Filing
- 09/09/2011 Certification OF SERVICE
- 09/09/2011 Copy OF LETTER OF FORMAL COMPLAINT TO JUDGE GERALD KINNEY *AS*
- 09/09/2011 Exhibit(s)
- ~~09/09/2011~~ Notice of Filing
- 09/09/2011 Certification OF SERVICE
- 09/09/2011 Supporting Document(s) REGARDING APPELLATE COURT PETITION FOR
- 10/25/2011 Notice of Filing
- 10/25/2011 Certification of service
- 10/25/2011 Supporting Document(s)-COPY OF LETTER TO JUDGE O'LEARY *AS*
- ~~10/25/2011~~ Notice of Filing
- 10/25/2011 Certification of service
- 10/25/2011 Supporting Document(s)
- 10/25/2011 Notice of Filing
- 10/25/2011 Certification of service
- 10/25/2011 Copy OF REQUEST FOR JUDICIAL REVIEW OF CLASS 4 FELONY OF "LOAN FRAUD"] *AS*
- 10/25/2011 Exhibit(s)-REQUEST FOR JUDICIAL REVIEW OF CLASS 4 FELONY OF "LOAN] *AS*
- ~~10/25/2011~~ Notice of Filing
- 10/25/2011 Certification of service
- 10/25/2011 Supporting Document(s)-COPY OF NOTICE OF FILING & PETITION FOR
- 11/10/2011 Notice of Filing
- 11/10/2011 Copy OF OCTOBER 19, 2011 LETTER FROM JUDGE OLEARY *AS*
- 11/10/2011 Notice of Filing
- 11/10/2011 Copy OF E MAIL DATED NOVEMBER 7, 2011 OF THE ATTORNEY GENERAL
- 11/10/2011 Notice of Filing
- 11/10/2011 Copy OF EMERGENCY MOTION FOR STAY OF JUDGMENTS PENDING APPEAL] *AS*
- 11/10/2011 Notice of Filing
- 11/10/2011 Copy OF PETITION FOR LEAVE TO APPEAL] *KSC*
- 11/15/2011 Notice of Filing
- ~~11/15/2011~~ Copy OF 11-12-11 RESPONSE TO 10-18-11 LETTER FROM JUDGE OLEARY

*NO 3rd
RULING
"MOT"*

5

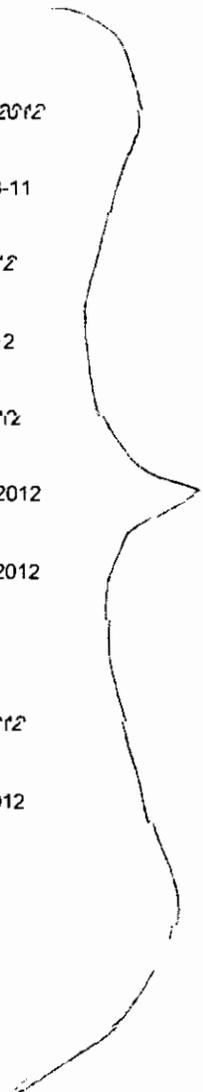


Clerk of the Circuit Court
 Pamela McGuire

Search End

Parties Charges Financials Schedule Events

- 12/16/2011 Supporting Document(s) COPY OF MOTION FOR SERVICE OF ORDER SIGNED BY
- 12/30/2011 Notice of Filing
- 12/30/2011 Copy OF E-MAIL TO CONSUMER COUNSEL, IAG
- 01/17/2012 Notice of Filing
- 01/17/2012 Copy OF E-MAIL TO CONSUMER COUNSEL IAG FROM 1-13-2012
- 01/31/2012 Notice of Filing
- 01/31/2012 Copy OF E MAIL TO CONSUMER COUNSEL IAG FROM 12-18-11
- 01/31/2012 Notice of Filing
- 01/31/2012 Copy OF E MAIL TO CONSUMER COUNSEL IAG FROM 1-29-12
- 01/31/2012 Notice of Filing
- 01/31/2012 Copy OF E MAIL TO CONSUMER COUNSEL IAG FROM 1-20-12
- 01/31/2012 Notice of Filing
- 01/31/2012 Copy OF E MAIL TO CONSUMER COUNSEL IAG FROM 1-13-12
- 01/31/2012 Notice of Filing
- 01/31/2012 Copy OF E MAIL TO CONSUMER COUNSEL IAG FROM 1-13-2012
- 01/31/2012 Notice of Filing
- 01/31/2012 Copy OF E MAIL TO CONSUMER COUNSEL FROM 1-9-2012
- 01/31/2012 Notice of Filing
- 01/31/2012 Copy OF E MAIL TO CONSUMER COUNSEL IAG FROM 1-6-2012
- 01/31/2012 Notice of Filing
- 01/31/2012 Copy OF E MAIL TO CONSUMER COUNSEL IAG FROM 1-2-2012
- 02/15/2012 Notice of Filing
- 02/15/2012 Certification OF SERVICE
- 02/15/2012 Copy OF E MAIL TO THOMAS P. JAMES FROM 02/13/2012
- 02/15/2012 Notice of Filing
- 02/15/2012 Certification OF SERVICE
- 02/15/2012 Copy OF E MAIL TO THOMAS P. JAMES FROM 02/14/2012
- 02/15/2012 Notice of Filing
- 02/15/2012 Certification OF SERVICE
- 02/15/2012 Copy OF E MAIL TO PETER M. KELLETT FROM 02/10/2012
- 02/29/2012 Notice of Filing
- 02/29/2012 Certification OF SERVICE
- 02/29/2012 Copy OF E MAIL RE: SCHEFFERS/NATIONWIDE TITLE CLEARING SUBPOENA
- 03/13/2012 Notice of Filing
- 03/13/2012 Certification of service
- 03/13/2012 Copy OF E MAIL TO IAG// SC MOTION TO VACATE VOID ORDERS



CONSUMER FRAUD ASSIGNMENT
 TO
 PLAINTIFF



Clerk of the Circuit Court
Pamela McGuire

Search End

Parties **Charges** **Financials** **Schedule** **Events**

03/13/2012 Certification of service
03/13/2012 Copy OF EMAILS TO IAG/ILSC MOTION TO VACATE VOID ORDERS
03/15/2012 Mandate IN ACCORDANCE WITH THE VIEWS EXPRESSED IN THE ATTACHED OR...
03/26/2012 Notice of Filing
03/26/2012 Copy OF E MAIL TO IAG RE ILSC TREASONOUS DENIAL MOTION TO VACATE VOID

04/13/2012. NO MOTION TO APPROVE FRAUDULENT
SALE SINCE 7/20/2011 SALE

PIERCE & ASSOCIATES
ATTORNEYS AT LAW
Suite 1300
1 North Dearborn
Chicago, Illinois 60602
(312) 346-9088

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION WE OBTAIN WILL BE USED FOR THAT PURPOSE.

September 16, 2009

09/16/09

LAUREN SCHEFFERS A/K/A LAUREN LEE SCHEFFERS; 1305 MORNING
STAR COURT; NAPERVILLE, IL 60564
LAUREN LEE SCHEFFERS; 119 N PROSPECT AVE; CLARENDON HILLS,
IL 60514
LAUREN LEE SCHEFFERS; 3300 LYNNFIELD CT; AURORA, IL 60504

RE: 1305 MORNING STAR COURT, NAPERVILLE, IL 60564
Servicer: AMERICAN HOME MORTGAGE SERVICING, INC. AS SUCCESSOR
IN INTEREST TO OPTION ONE
Loan #: 4000536807-PNF

Dear Mortgagor(s)/Borrower(s):

AMHSI, NOT DEBT

This office has been hired by AMERICAN HOME MORTGAGE SERVICING, INC.
AS SUCCESSOR IN INTEREST TO ~~OPTION ONE~~, the Servicer of the above
referenced mortgage loan to commence foreclosure proceedings.

We are required by law to advise you of certain information as well
as your rights pursuant to the Fair Debt Collection Practices Act.
This information is as follows:

1. The total amount of the debt due on the Mortgage and Note as of
the date of this letter, is \$ 186,795.82. Because of interest, late
charges, and other charges that ~~may vary~~ from day to day, the
amount due on the day you pay this amount may have increased.
Therefore, if you pay the amount shown above, an adjustment may be
necessary after we receive your check, in which event we will
inform you before depositing the check for collection. For further
information, write or call our office at (312)346-9088 and ask for
the payoff-reinstatement department. Any funds to pay the total
debt should be sent in the form of certified funds, cashiers check
or money order to Pierce & Associates, P.C., attention Payoff and
Reinstatement Dept., 1 N. Dearborn, Suite 1300, Chicago, Illinois,
60602.

\$186,795.82 VS \$70,962.8

IN COMPLAINT

2. The name of the current Creditor to whom the debt is owed is
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE
BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERIQUEST MORTGAGE
SECURITIES TRUST 2004-R1, ASSET-BACKED PASS-THROUGH CERTIFICATES.

SERIES 2004-R1.

3. Federal law gives you thirty days after you receive this letter to dispute the validity of the debt or any part of it. If you don't dispute it within that period, our office will assume that it's valid. If you do dispute it by notifying our office in writing, we will, as required by the law, obtain and mail to you proof of the debt. And if, within the same period, you request in writing the name and address of your original creditor, if the original creditor is different from the current creditor, our office will furnish that information too. Please direct any written communication to Pierce & Associates, P.C., Attention: Fair Debt Clerk, 1 N. Dearborn St., Suite 1500, Chicago, Illinois 60602.

4. The law does not require our office to wait until the end of the thirty-day period before suing you to collect the debt or commencing any foreclosure action. If, however, you request proof of the debt or the name and address of the original creditor within that thirty-day period that begins with the receipt of this letter, the law requires our office to suspend our efforts (through litigation or otherwise) to collect the debt until we mail the requested information to you.

5. If this debt has been discharged in a Chapter 7 Bankruptcy and you have not reaffirmed this debt, please be advised that you will not be found personally liable for this debt. However, we will still commence foreclosure proceedings against the real estate.

6. Pursuant to the Fair Debt Collection Practices Act, the firm of Pierce & Associates is deemed to be a debt collector and any information we receive, will be used for that purpose.]

Sincerely,



Pierce & Associates, P.C.
Attorneys at Law

Our File# 924974
(validate)

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE IN TRUST FOR
THE BENEFIT OF THE CERTIFICATE
HOLDERS FOR AMERIQUEST MORTGAGE
SECURITIES TRUST 2004-R1, ASSET-
BACKED PASS-THROUGH CERTIFICATES,
SERIES 2004-R1,

Case No.: 09 CH 3797

RJ

Plaintiff.

vs.

LAUREN SCHEFFERS A/K/A LAUREN LEE
SCHEFFERS, et al.,

Defendants.

**PLAINTIFF'S RESPONSE TO DEFENDANT'S
FIRST REQUEST FOR PRODUCTION**

Plaintiff, Deutsche Bank National Trust Company as Trustee in Trust for the Benefit of the Certificate Holders for Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1 ("Trustee") responds to defendant's first request for production as follows:

General Objections

The following general responses and objections (the "General Objections") are incorporated by reference into Trustee's responses to each of Scheffer's discovery requests:

1. To the best of its knowledge, information and belief, formed after reasonable inquiry, Trustee's Responses to Plaintiff's Document Production Requests are complete and correct as of the time of this Response. In the event that Trustee learns that in some material respect the information disclosed is incomplete or incorrect and if the additional or corrective

information has not otherwise been made known to the other parties during the discovery process or in writing, Trustee will supplement this Response as required Rule 214.

2. Trustee expressly states that (a) it is not raising all objections to Scheffer's Document Production Requests that could be raised and (b) the failure to raise such objections here is not intended to waive the raising of such objections in the future. Trustee also reserves the right to raise at any hearing or trial in this matter all objections (including relevance objections), to the admission of any (a) document produced, (b) information supplied, or (c) admission made.

3. Trustee objects to any directions, definitions or instructions contained in Scheffer's Document Production Requests that seek to impose upon Trustee's obligations in excess of, or different from, those required by the Illinois Supreme Court Rules or under Illinois law, including any obligation to supplement answers, or any discovery orders entered by the Court.

Responses to Requests for Production

1. The original mortgage with handwritten signatures/initials by Defendant and notarized at the bottom of each page, {sic}

RESPONSE: Trustee objects to Request for Production Number 1 on the grounds that Defendant/COUNTER-Plaintiff Scheffers ("Scheffers") already has an original of the mortgage with her signature and initials in her possession that was provided to her at the closing, that a copy is attached to the foreclosure complaint as Exhibit A, and that an original is on file with the Will County Recorder of Deeds. Subject to and without waiving the foregoing objection, Trustee states that it is searching for an original of the mortgage and will produce it to Scheffers upon locating it. Investigation continues.

FALSE

FALSE

AP

2. The original Note with handwritten signatures on the back of the Note, [sic]

RESPONSE: Trustee objects to Request for Production Number 2 on the grounds that Scheffers already has an original of the note with her signature in her possession that was provided to her at the closing, that a copy is attached to the foreclosure complaint as Exhibit B, and that an original is on file with the Will County Recorder of Deeds. Subject to and without waiving the foregoing objection, Trustee states that it is searching for an original of the note and will produce it to Scheffers upon receiving the investigation, continued.

FALSE

FALSE

*

3. The original Motion to Modify the Automatic Stay Order as submitted by Pierce & Associates filed by the United States Bankruptcy Court on April 17, 2009 by Electronic Notice through ECF (see included Exhibits E-2009/04/17.1-3C and E-2009/04/17.3D, as previously submitted with the Defendant's Answer and Counter-Complaint as recoded on November 13, 2009 under Section 1109 certification), [sic]

RESPONSE: Trustee states in response to Request for Production Number 3 that no "original" is available as this is an electronically created and filed document that does not bear a hand-written signature, and that Scheffers already has the Motion to Modify the Automatic Stay Order in her possession as it is attached as an exhibit to her Requests for Production and that it is a publicly available document that Scheffers can obtain without making a request to Trustee.

FALSE

4. The original sale or assignment documentation, including the sale or assignment date (MM/DD/YYYY) prior to this Trust's closing date of February 6, 2004, of this Mortgage and Note by Town & Country Lending, Inc. to the Trustee National Trust Company as Trustee in Trust for the Benefit of the Certificate Holders for Americquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1, [sic]

RESPONSE: Trustee objects to Request for Production Number 4 on the grounds that Scheffers already has a copy of the assignment in her possession as it is attached to the Response to Defendant's Motion for Quiet Title and the original is publicly available at the Will County Recorder of Deeds. Subject to and without waiving the foregoing objection, Trustee states that it

FALSE

FALSE

is searching for an original of the assignment and will produce it to Scheffers upon locating it.

Investigation continues.

5. A copy of the portion of the Prospectus submitted to the Securities Exchange Commission for this Ameriquest Mortgage Securities Trust 2004-R1 that verifies that this mortgage and note were included, and if so, [sic]

RESPONSE: Trustee states in response to Request for Production Number 5 that the document Scheffers requests is a publicly available document located on the Securities Exchange Commission's website at

<http://www.sec.gov/cgi-bin/browse-edgar?company=ameriquest&match=&CIK=&filenum=&State=&Country=&SIC=&owner=exclude&Find=Find+Companies&action=getcompany>.

WRONG

6. A copy of the portion of the Prospectus that indicates which Group of Statistical Mortgage Loans this mortgage and note were included (e.g., Group I or Group II, Fixed-rate or Adjustable-rate) relied upon by the investors in this Trust.

RESPONSE: Trustee objects to Request for Production Number 6 as irrelevant because the portion of the Prospectus requested has no relevance to the claims in this lawsuit and because the Prospectus is publicly available on the Securities Exchange Commission's website at

<http://www.sec.gov/cgi-bin/browse-edgar?company=ameriquest&match=&CIK=&filenum=&State=&Country=&SIC=&owner=exclude&Find=Find+Companies&action=getcompany>.

WRONG

Deutsche Bank National Trust Company as Trustee
in Trust for the Benefit of the Certificate Holders
for Ameriquest Mortgage Securities Trust 2004-R1,
Asset-Backed Pass-Through Certificates, Series
2004-R1

4  -R1
By: ~~Andy R. Jankel~~ (A.B.C.# 6283174)

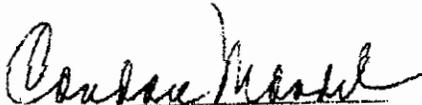
DYKEMA GOSSETT LLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
(312) 876-1700 (phone)
(312) 876-1155 (fax)

CERTIFICATE OF SERVICE

I, Candace Mandel, a non-attorney, certify that I caused to be served true and correct copy of the above Plaintiff/Counter-Defendant's Response to Defendant's First Request for Production of Documents, along with the attached document(s) referred to therein, upon the parties below, via First Class United States Mail, in a postage prepaid envelope deposited in the U.S. Mail Chute at 10 S Wacker Drive, Suite 2300, Chicago, Illinois, and by ~~overnight delivery~~ ~~by U.P.S.~~, this February 26, 2010.

Ms. Lauren I. Scheffers
1305 Mornin 1stst Court
Naperville, IL 60564

Mr. Richard Elshger & Mr. Mike Kemock
Pierce & Associates
13th Floor
One North Dearborn
Chicago, IL 60602


Candace Mandel

CHICAGO2882515.1
ID/CAM1 - 1052400028

1 STATE OF ILLINOIS)
) SS:
2 COUNTY OF W I L L)

3 IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
4 WILL COUNTY, ILLINOIS

5 [REDACTED])
)
6 Plaintiff,)
)
7 vs.) [REDACTED]
)
8 [REDACTED])
)
9 Defendants.)

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EXCERPT OF PROCEEDINGS had at the hearing of the
above-entitled cause, before the Honorable Richard J.
Siegel, Judge of the Circuit Court of Will County,
Illinois, on the 16th day of November, A.D., 2010. *

16

PRESENT:

17

MR. SCOTT GUIDO,
Appeared on behalf of the Plaintiff; *

18

Defendant, [REDACTED]
Appeared pro se.

20

21

22

DANIEL C. SUPPLE, CSR
Official Court Reporter
Will County Court Annex
57 N. Ottawa St.
Joliet, Illinois 60432

23

24

CRITICAL

2 MR GUIDO: The only thing I can tell this Court and
3 everyone here is that, yes, certain lenders have placed
4 their files voluntarily on hold. That's item number
5 one. Item number two is, yes, the Attorney General has
6 made requests of I believe 23 lenders to submit certain
7 documentation.

8 But then we go into number three. And that is,
9 [REDACTED] has not placed this file on hold. The
10 servicing agent, [REDACTED], has not placed this file on
11 hold. And I, as an officer of this Court, I again state
12 that neither the Attorney General or any other state or
13 federal court or agency has put a hold on [REDACTED]
14 [REDACTED] or [REDACTED] activities. In fact, they are
15 probably the few lenders right now that I actually take
16 the judgment on sale. **CRITICAL**

17 So what we are presented with, in all honesty
18 and candor, is a loan that is two and a half years in
19 the hole for a substantial sum of money. And everything
20 I have heard to date says, well, maybe on an if, at some
21 point, maybe 30 days out, I might be able to do
22 something. The "Can I afford" rule comes in. I am not
23 seeing anything that remotely says this is do-able
24 anymore, no matter how nice the house is.

**SHORT
SALE?**

1 THE COURT: When --

2 [REDACTED] And I only agree with half of what
3 he said, sir.

4 THE COURT: Okay. When do you anticipate this will
5 be coming back for approval?

6 MR. GUIDO: Not until March of 2011. ~~+~~

7 THE COURT: All right.

8 MR. GUIDO: As the Court is aware --

9 THE COURT: Do you understand the way the rest of
10 this procedure works?

11 [REDACTED] No, sir.

12 THE COURT: After the property is sold, the seller
13 or -- sometimes it is the seller and the buyer, the same
14 person, they buy the property back. Well, it could be a
15 third party that could buy it at auction. Or it could
16 be you, if you went to the auction, has to come to court
17 to have the sale approved.

18 Now, because of the load that the Court has on
19 these things, I am being advised that this matter, if it
20 goes to sale tomorrow, won't be coming back to the Court
21 before March.

22 MR. GUIDO: Judge, just one caveat. The only way
23 this is going to come back before March is if a third
24 party buys it. That's the only way it would come back

1 MR. GUIDO: Realistically, yes. And in this
2 particular case, my bidding instructions are
3 competitive. It is not a specified bid. This would be
4 if someone starts with their bidding at five-eighty-two
5 three-ninety-one, the lender is taking this to
6 eight-fifty-four fifty-eight-ninety-two. So this is a
7 competitive, go to full debt bid. So I would be -- I
8 never say never in this life. I would be real surprised
9 if someone bids \$851,000 and takes it. I may be. I
10 hope I am.

11 THE COURT: Now, are you on your first notice of
12 this?

13 MR. GUIDO: Second. Well, this is the first -- The
14 first notice was September 15th. I continued it out
15 beyond 60 in my final attempt. So we're it. We're it.

16 [REDACTED] But that continuance was because I
17 didn't have notice of it. I mean, I found no notice of
18 it. I was searching for it. I didn't know.

19 THE COURT: Your lawyer didn't send you notice.

20 [REDACTED] Amen.

21 THE COURT: Your lawyer, by the way, is still
22 involved in this case because he hasn't withdrawn.

23 [REDACTED] So I will seek to square that with
24 him when I go home. My lawyer has done nothing but take

1 my money and dangle some things in front of me which
2 were --- you know, I clearly could have used those funds
3 to work with my lender instead of put it in his pocket.
4 So it is what it is.

5 THE COURT: What is the Sheriff's situation over
6 there if -- What I would like to do is get this other
7 lawyer in here.

8 MR. GUIDO: Well --

9 THE COURT: And I am not talking about a long period
10 of time. But is it possible, under the constraints of
11 notice, to put this out for one or two weeks?

12 MR. GUIDO: Why don't we do this? The Court enters
13 an order continuing the sale to December 15th. Status
14 hearing on December 9th. We will see where we are
15 going.

16 THE COURT: All right. And I am going to issue an
17 order that the attorney who has filed the appearance for
18 you be present in court, or a rule to show cause will
19 issue to him as to why he should not be held in contempt
20 of court.

21 MR. GUIDO: Judge, I am just -- Let me finish this
22 order off.

23 [REDACTED] Can you repeat that last sentence so
24 that I understand it?

1 THE COURT: Well, he will get it on the order.

2 [REDACTED] Okay. But I mean, the goal is to
3 get --

4 THE COURT: The first goal is to find out why, if
5 you had a lawyer, the lawyer didn't report this to you.
6 And if he is still representing you, technically he
7 should be here today. And your position here is
8 optional, but you're the one that brought the motion
9 because he didn't. Well, if he still is the attorney of
10 record on it, it is his responsibility. So I have to
11 get to the bottom of what's going on here. Either he is
12 representing you or he is not.

13 [REDACTED] Okay.

14 MR. GUIDO: If I might just have the file so I can
15 write down the lawyer's name?

16 [REDACTED] So really your question is, is he
17 representing me?

18 THE COURT: Well, he is --

19 [REDACTED] He is representing me. But is he
20 acting on my behalf?

21 THE COURT: He has an appearance. And according to
22 law, he continues to represent you until either the case
23 is finished or he receives permission of the Court to
24 withdraw. There is no permission to withdraw in the

1 court file. So it means he is still your lawyer. He
2 should be here representing you.

3 Now, the fact that he is not doesn't impact on
4 the other side. But in the interest of fairness, I am
5 going to kick this over so we have an opportunity to see
6 what he is up to. Maybe he has some grand plan in mind.
7 I don't know. I don't know what it would be, but --

8 [REDACTED] Mr. Invisible. So I don't know
9 either, sir.

10 MR. GUIDO: Judge, here is the final thing I put in
11 my order. Sheriff's sale continued to December 15,
12 2010. Status hearing on sale December 9, 2010, 9:30
13 a.m., No. 129. Attorney Ahmad Sulaiman, at the address
14 indicated on his appearance, is ordered to appear on
15 December 9, 2010.

16 [REDACTED] Do you want to do 9:00 or --
17 Tuesdays work so much better for me.

18 MR. GUIDO: Well, Thursday is the disputed file
19 call.

20 [REDACTED] No. But I mean, you have been so
21 kind to hear me. And Tuesdays, I mean, of course, I
22 will make myself available on Thursday, but --

23 MR. GUIDO: Well, do it Thursday. Let's do it
24 Thursday.

1 THE COURT: Well, do you have -- Well, contested
2 matters are set on Thursdays. The reason being is that,
3 as you see, we have a number of people here that are
4 waiting for probably 30-second to one-minute matters.

5 MR. GUIDO: Yes.

6 THE COURT: And so we have been here now 20 some
7 minutes. The people that are set for Thursday morning
8 know that they are going to be here waiting for that
9 type of thing. And my posture for the last year has
10 been to set matters to be argued on Thursday morning, if
11 at all possible.

12 [REDACTED] I understand.

13 MR. GUIDO: Judge, in the Court's presence, let me
14 give you a copy of -- Let me give Mr. Cudmore a copy of
15 the order. I will deliver a file stamped copy to Dunn,
16 Martin, and Miller in about an hour and a half or so.

17 THE COURT: Okay. And how are we going to make sure
18 that this attorney finds out?

19 MR. GUIDO: Well?

20 [REDACTED] Can I personally make sure that
21 happens?

22 MR. GUIDO: Go ahead.

23 THE COURT: I am going to ask that the clerk also
24 send notice of this to his, the address on his notice or

1 his appearance.

2 MR. GUIDO: Right. I will also -- As an officer of
3 this Court, I will send out a copy of the order, too.

4 THE COURT: All right.

5 [REDACTED] Okay. Fine. Then I am going to
6 stay out of it. I am just going to make a phone call
7 and talk to him about it.

8 THE COURT: Okay.

9 [REDACTED] His writing really needs to be
10 worked on.

11 THE COURT: Okay.

12 [REDACTED] Thank you, sir.

13 (Which were all the proceedings
14 had in the above-entitled cause.)
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STATE OF ILLINOIS)
 /
COUNTY OF W I L L)

I, Daniel C. Supple, certify the foregoing to be a true and accurate excerpt of the electronic recording of the proceedings of the above entitled cause which recording contained a certification in accordance with rule or administrative order.

Daniel C. Supple
Official Court Reporter

Date: 12-3-2010

APPEAL TO THE APPELLATE COURT OF ILLINOIS
THIRD JUDICIAL DISTRICT

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Circuit Court No.
AS TRUSTEE IN TRUST FOR THE BENEFIT OF) 09CH3797
THE CERTIFICATE HOLDERS FOR AMERIQUEST)
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
PLAINTIFF-APPELLEE)
VS)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY: UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS)
DEFENDANT-APPELLANT)

NOTICE OF APPEAL

To:	By USPS Priority Mail	By USPS Priority Mail	By USPS Priority Mail
	Denis Pierce	ATTN: David Co, Director	Patrick Stanton, Amy Jonker
	Pierce & Associates	Deutsche Bank National	Dykema Gossett PLLC
	Thirteenth Floor	Trust Company, as trustee	10 South Wacker Drive
	17 North Dearborn	1761 East St. Andrew Place	Suite 2300
	Chicago, IL 60602	Santa Ana, CA 92705-4934	Chicago, IL 60606

PLEASE TAKE NOTICE that on July 1, 2011, the undersigned filed in person with the Clerk of the Circuit Court of Will County, Illinois, the *Notice of Appeal*, a copy of which is served upon you.


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-305-3401

STATE OF ILLINOIS)
)
COUNTY OF WILL)

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS
TRUSTEE IN TRUST FOR THE BENEFIT OF THE
CERTIFICATE HOLDERS FOR AMERIQUEST
MORTGAGE SECURITIES TRUST 2004-R1, ASSET-
BACKED PASS-THROUGH CERTIFICATES, SERIES
2004-R1

Plaintiff,

No. 09 CH 3797

vs.

LAUREN SCHEFFERS
Defendants.

FILED
JUL 28 PM 12:50
CLERK, CIRCUIT COURT
WILL COUNTY, ILLINOIS
07/28/11

SHERIFF'S REPORT OF SALE AND DISTRIBUTION

TO THE HONORABLE JUDGE PRESIDING:

04/02/11

Pursuant to a judgment entered in this cause on the 8th day of April, 2011, and in accordance with the applicable law and court order(s), PAUL J. KAUPAS, Sheriff of Will County, respectfully reports that the public sale was advertised in a newspaper published regularly in Will County, Illinois, in the section where legal publications are made and (if applicable) where real estate is commonly advertised. All certificates of publication are attached hereto.

The public sale was held on the 20th day of July, 2011, at the hour of 12:00 noon, on the first floor of the Will County Courthouse, 14 West Jefferson Street, Joliet, Illinois.

07/20/11

At the public sale, the following described real estate was offered for sale to the highest and best bidder for cash in accordance with the applicable law. Thereupon, **DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERIQUEST MORTGAGE SECURITIES TRUST 2004-R1, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R1**, bid the sum of **ONE HUNDRED FIFTY-TWO THOUSAND AND 00/100 DOLLARS (\$152,000.00)**. That being the highest bid, the following described real estate was sold to that bidder:

LOT 26 IN BROOK CROSSING UNIT 1A, BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1978, AS DOCUMENT NO. R78-40466, WILL COUNTY, ILLINOIS.

Commonly known as: 1305 MORNING STAR COURT
NAPERVILLE, IL 60564

P.L.N.: 01-02-405-012-0000

After conclusion of the sale, an executed Certificate of Sale was delivered to the successful bidder.

The costs of the sale are as follows:

1) Pamela J. McGuire Clerk of the Court

DECH: 07282011 \$12.00

2) Sheriff's fees, commissions, and expenses (which includes publication costs of \$1064.70) \$1,689.70

3) Recorder of Deeds (for recording duplicate Certificate of Sale) \$25.75

The balance of the proceeds of sale to be applied upon entry of an order approving the sale is as follows:

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERQUEST MORTGAGE SECURITIES TRUST 2004-R1, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R1 as a judgment credit to the successful bidder (including attorney's fees of \$1,850.00 per the judgment of foreclosure and post judgment advances of \$6,515.35)

CONSUMER FRAUD

POST JUDGMENT PLUS \$150,272.55
NO AFFIDAVIT
TOTAL \$1,520,000.00

Deficiency pursuant to Plaintiff's calculations

\$74,973.96

Respectfully submitted this 21st day of July, 2011.

ROBOSIGNED

Paul J. Kaupas

PAUL J. KAUPAS,
SHERIFF OF WILL COUNTY, ILLINOIS

**NOT REQUESTED
IN MOTION**

PUBLIC ACT 096-1 351, AN ACT CONCERNING CRIMINAL LAW, effective July 1, 2011

ILCS 720 5/17-8.5 Sec. 17-8.5. Fraud on a governmental entity

- (c) Conspiracy to commit fraud on a governmental entity. If aggravated fraud on a governmental entity forms the basis for a charge of conspiracy under Section 8-2 of this Code against a person, the person or persons with whom the accused is alleged to have agreed to commit the 3 or more violations of this Section need not be the same person or persons for each violation, as long as the accused was a part of the common scheme or plan to engage in each of the 3 or more alleged violations.
- (d) **Organizer of an aggravated fraud on a governmental entity conspiracy. A person commits being an organizer of an aggravated fraud on a governmental entity conspiracy if aggravated fraud on a governmental entity forms the basis for a charge of conspiracy under Section 8-2 of this Code and the person occupies a position of organizer, supervisor, financier, or other position of management within the conspiracy.**

ILCS 720 5/17 Sec. 17-10.6. Financial institution fraud

- (c) **Financial institution fraud. A person commits financial institution fraud when he or she knowingly executes or attempts to execute a scheme or artifice:**
 - (1) to defraud a financial institution; or
 - (2) to obtain any of the moneys, funds, credits, assets, securities, or other property owned by or under the custody or control of a financial institution, by means of pretenses, representations, or promises he or she knows to be false.
- (d) Loan fraud. A person commits loan fraud when he or she knowingly, with intent to defraud, makes any false statement or report, or overvalues any land, property, or security, with the intent to influence in any way the action of a financial institution to act upon any application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, or loan, or any change or extension of any of the same, by renewal, deferment of action, or otherwise, or the acceptance, release, or substitution of security.

ILCS 720 5/17 Sec. 17-10.6. Financial institution fraud (con't.)

- (g) **Conspiracy to commit a financial crime.**
 - (1) **A person commits conspiracy to commit a financial crime when, with the intent that any violation of this Section be committed, he or she agrees with another person to the commission of that offense.**
 - (2) ~~No person may be convicted of conspiracy to commit a financial crime unless an overt act or acts in furtherance of the agreement is alleged and proved to have been committed by that person or by a co-conspirator and the accused is a part of a common scheme or plan to engage in the unlawful activity.~~
 - (3) It shall not be a defense to conspiracy to commit a financial crime that the person or persons with whom the accused is alleged to have conspired:
 - (A) has not been prosecuted or convicted;
 - (B) has been convicted of a different offense;
 - (C) is not amenable to justice;
- (h) **Continuing financial crimes enterprise. A person commits a continuing financial crimes enterprise when he or she knowingly, within an 18-month period, commits 3 or more separate offenses under this Section or, if involving a financial institution, any other felony offenses under this Code.**
- (i) **Organizer of a continuing financial crimes enterprise.**
 - (1) **A person commits being an organizer of a continuing financial crimes enterprise when he or she:**
 - (A) ~~with the intent to commit any offense under this Section, or, if involving a financial institution, any other felony offense under this Code,~~ **agrees with another person to the commission of that**
occupies a position of organizer, supervisor, or financier or other position of management.
 - (2) **The person with whom the accused agreed to commit the 3 or more offenses under this Section, or, if involving a financial institution, any other felony offenses under this Code, need not be the same person or persons for each offense, as long as the accused was a part of the common scheme or plan to engage in each of the 3 or more alleged offenses.**

ILCS 720 5/17 Sec. 7-10.6. Financial institution fraud (con't.)

- (j) **Sentence.**
- (1) Except as otherwise provided in this subsection, a violation of this Section, the full value of which:
 - (A) does not exceed \$500, is a Class A misdemeanor;
 - (B) ~~does not exceed \$500, and the person has been previously~~ convicted of a financial crime or any type of theft, robbery, armed robbery, burglary, **residential burglary**, possession of burglary tools, or home invasion, is guilty of a Class 4 felony;
 - (C) exceeds \$500 but does not exceed \$10,000, is a Class 3 felony;
 - (D) exceeds \$10,000 but does not exceed \$100,000, is a Class 2 felony;
 - (E) ~~exceeds \$100,000, is a Class 1 felony.~~
 - (2) A violation of subsection (f) is a Class 1 felony.
 - (3) **A violation of subsection (h) is a Class 1 felony.**
 - (4) ~~A violation for subsection (i) is a Class X felony.~~
- (k) **A "financial crime" means an offense described in this Section.**
- (l) **Period of limitations.** The period of limitations for prosecution of any offense defined in this Section begins at the time when the last act in furtherance of the offense is committed.

Rule 63

CANON 3
A Judge Should Perform the Duties of Judicial
Office Impartially and Diligently

The judicial duties of a judge take precedence over all the judge's other activities. The judge's judicial duties include all the duties of the judge's office prescribed by law. In the performance of these duties, the following standards apply:

A. Adjudicative Responsibilities.

(1) A judge should be faithful to the law and maintain professional competence in it. A judge should be unswayed by partisan interests, public clamor, or fear of criticism.

(2) A judge should maintain order and decorum in proceedings before the judge.

(3) A judge should be patient, dignified, and courteous to litigants, jurors, witnesses, lawyers, and others with whom the judge deals in an official capacity, and should require similar conduct of lawyers, and of staff, court officials, and others subject to the judge's direction and control.

(4) A judge shall accord to every person who has a legal interest in a proceeding, or that person's lawyer, the right to be heard according to law. A judge shall not initiate, permit, or consider *ex parte* communications, or consider other communications made to the judge outside the presence of the parties concerning a pending or impending proceeding except that:

(a) Where circumstances require, *ex parte* communications for scheduling, administrative purposes or emergencies that do not deal with substantive matters or issues on the merits are authorized; provided:

(i) the judge reasonably believes that no party will gain a procedural or tactical advantage as a result of the *ex parte* communication, and

(ii) the judge makes provision promptly to notify all other parties of the substance of the *ex parte* communication and allows an opportunity to respond.

(b) A judge may consult with court personnel whose function is to aid the judge in carrying out the judge's adjudicative responsibilities or with other judges.

(c) A judge may, with the consent of the parties, confer separately with the parties and their lawyers in an effort to mediate or settle matters pending before the judge.

(d) A judge may initiate or consider any *ex parte* communications when expressly authorized by law to do so.

(5) A judge shall devote full time to his or her judicial duties, and should dispose promptly of the business of the court.

(6) A judge should abstain from public comment about a pending or impending proceeding in any court, and should require similar abstention on the part of court personnel subject to the judge's direction and control. This paragraph does not

prohibit judges from making public statements in the course of their official duties or from explaining for public information the procedures of the court.

(7) Proceedings in court should be conducted with fitting dignity, decorum, and without distraction. The taking of photographs in the courtroom during sessions of the court or recesses between proceedings, and the broadcasting or televising of court proceedings is permitted only to the extent authorized by order of the supreme court.

(8) A judge shall perform judicial duties without bias or prejudice. A judge shall not, in the performance of judicial duties, by words or conduct manifest bias or prejudice, including but not limited to bias or prejudice based upon race, sex, religion, national origin, disability, age, sexual orientation or socioeconomic status, and shall not permit staff, court officials and others subject to the judge's direction and control to do so.

(9) Proceedings before a judge shall be conducted without any manifestation, by words or conduct, of prejudice based upon race, sex, religion, national origin, disability, age, sexual orientation or socioeconomic status, by parties, jurors, witnesses, counsel, or others. This section does not preclude legitimate advocacy when these or similar factors are issues in the proceedings.

B. Administrative Responsibilities.

(1) A judge should diligently discharge the judge's administrative responsibilities, maintain professional competence in judicial administration, and facilitate the performance of the administrative responsibilities of other judges and court officials.

(2) A judge should require staff, court officials and others subject to the judge's direction and control to observe the standards of fidelity and diligence that apply to the judge.

(3) A judge having knowledge of a violation of these canons on the part of a judge or a violation of Rule 8.4 of the Rules of Professional Conduct on the part of a lawyer shall take or initiate appropriate disciplinary measures.

(4) A judge should not make unnecessary appointments. A judge should exercise the power of appointment on the basis of merit, avoiding nepotism and favoritism. A judge should not approve compensation of appointees beyond the fair value of services rendered.

(5) A judge should refrain from casting a vote for the appointment or reappointment to the office of associate judge, of the judge's spouse or of any person known by the judge to be within the third degree of relationship to the judge or the judge's spouse (or the spouse of such a person).

C. Disqualification.

(1) A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned, including but not limited to instances where:

(a) the judge has a personal bias or prejudice concerning a party or a party's lawyer, or personal knowledge of disputed evidentiary facts concerning the proceeding;

(b) the judge served as a lawyer in the matter in controversy, or a lawyer with whom the judge previously practiced law served during such association as a lawyer concerning the matter, or the judge has been a material witness concerning it;

(c) the judge was, within the preceding three years, associated in the private practice of law with any law firm or lawyer currently representing any party in the controversy (provided that referral of cases when no monetary interest was retained shall not be deemed an association within the meaning of this subparagraph) or, for a period of seven years following the last date on which the judge represented any party to the controversy while the judge was an attorney engaged in the private practice of law;

~~(d) the judge knows that he or she, individually or as a fiduciary, or the judge's spouse, parent or child wherever residing, or any other member of the judge's family residing in the judge's household, has an economic interest in the subject matter in controversy or in a party to the proceeding, or has any other more than *de minimis* interest that could be substantially affected by the proceeding; or~~

(e) the judge or the judge's spouse, or a person within the third degree of relationship to either of them, or the spouse of such a person:

(i) is a party to the proceeding, or an officer, director, or trustee of a party;

(ii) is acting as a lawyer in the proceeding;

(iii) is known by the judge to have a more than *de minimis* interest that could be substantially affected by the proceeding; or,

(iv) is to the judge's knowledge likely to be a material witness in the proceeding.

(2) A judge shall keep informed about the judge's personal and fiduciary economic interests, and make a reasonable effort to keep informed about the personal economic interests of the judge's spouse and minor children residing in the judge's household.

D. Remittal of Disqualification.

A judge disqualified by the terms of Section 3C may disclose on the record the basis of the judge's disqualification and may ask the parties and their lawyers to consider, out of the presence of the judge, whether to waive disqualification. If following disclosure of any basis for disqualification other than personal bias or prejudice concerning a party, the parties and lawyers, without participation by the judge, all agree that the judge should not be disqualified, and the judge is then willing to participate, the judge may participate in the proceeding. This agreement shall be incorporated in the record of the proceeding.

Adopted December 2, 1986, effective January 1, 1987; amended June 12, 1987, effective August 1, 1987; amended November 25, 1987, effective November 25, 1987; amended August 6, 1993, effective immediately; amended October 15, 1993, effective immediately; amended March 26, 2001, effective immediately.

Rule 8.4. Mis conduct

(a) A lawyer shall not:

(1) violate or attempt to violate these Rules;

(2) induce another to engage in conduct, or give assistance to another's conduct, when the lawyer knows that conduct will violate these Rules;

(3) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;

(4) engage in conduct involving dishonesty, fraud, deceit or misrepresentation;

(5) engage in conduct that is prejudicial to the administration of justice. In relation thereto, a lawyer shall not engage in adverse discriminatory treatment of litigants, jurors, witnesses, lawyers, and others, based on race, sex, religion, or national origin. This subsection does not preclude legitimate advocacy when these or similar factors are issues in the proceeding;

(6) state or imply an ability to influence improperly any tribunal, legislative body, government agency or official;

(7) assist a judge or judicial officer in conduct that the lawyer knows is a violation of the *Code of Judicial Conduct*;

(8) avoid in bad faith the repayment of an education loan guaranteed by the Illinois Student Assistance Commission or other governmental entity. The lawful discharge of an educational loan in a bankruptcy proceeding shall not constitute bad faith under this rule, but the discharge shall not preclude a review of the attorney's conduct to determine if it constitutes bad faith; or

(9)(A) violate a Federal, State or local statute or ordinances that prohibits discrimination based on race, sex, religion, national origin, disability, age, sexual orientation or socioeconomic status by conduct that reflects adversely on the lawyer's fitness as a lawyer. Whether a discriminatory act reflects adversely on a lawyer's fitness as a lawyer shall be determined after consideration of all the circumstances, including (1) the seriousness of the act, (2) whether the lawyer knew that it was prohibited by statute or ordinance, (3) whether it was part of a pattern of prohibited conduct, and (4) whether it was committed in connection with the lawyer's professional activities.

(B) No complaint of professional misconduct based on an unlawfully discriminatory act, pursuant to paragraph (9)(A) of this rule, may be brought until a court or administrative

agency of competent jurisdiction has found that the lawyer has engaged in an unlawfully discriminatory act, and that the determination of the court or administrative agency has become final and enforceable and the right of judicial review of the determination has been exhausted.

(b) A lawyer who holds public office shall not:

(1) use that office to obtain, or attempt to obtain, a special advantage in a legislative matter for a client under circumstances where the lawyer knows or reasonably should know that such action is not in the public interest;

(2) use that office to influence, or attempt to influence, a tribunal to act in favor of a client; or

(3) represent any client, including a municipal corporation or other public body, in the promotion or defeat of legislative or other proposals pending before the public body of which such lawyer is a member or by which such lawyer is employed.

(c) A lawyer who holds public office may accept political campaign contributions as permitted by law.

Adopted February 8, 1990, effective August 1, 1990, amended June 29, 1990, effective July 1, 1990; amended October 15, 1993, effective immediately; amended March 26, 2001, effective immediately.

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE**

EXHIBIT

- | Nbr | Description |
|------------|---|
| 1. | Notice of Motion – Motion to Vacate Order for Foreclosure and Sale (1 pg.) |
| 2. | Motion to Vacate Order for Foreclosure and Sale |
| 3. | Defendant Certification – Motion to Vacate Order for Foreclosure and Sale (1 pg.) |
| 4. | Proof of Service – Motion to Vacate Order for Foreclosure and Sale (1 pg.) |
| 5. | General Statement re: No Waiver of Rights (2 pgs.) |
| 6. | List of Exhibits – Motion to Vacate Order for Foreclosure and Sale (35 pgs.) |

EXHIBIT 1, Relevant Illinois Law, as repeatedly submitted as supporting Exhibits with variations specific to the multiple pleadings

- | Nbr | Description |
|------------|--|
| 1. | ILCS 735 5/1-109, Code of Civil Procedure, re: Verification by Certification (1 pg.)
a. Any pleading, affidavit or other document certified in accordance with this Section may be used in the same manner and with the same force and effect as through subscribed and sworn to under oath |
| 2. | ILCS 735 5./Art. II, Pt. 10, Code of Civil Procedure, re: Summary Judgment (1 pg.) |
| 3. | ILCS 765 5./0.01, Illinois Conveyances Act (7 pgs.)
a. “Sec. 9. Deeds for the conveyance of land may be substantially in the following form”
1) “(1) that at the time of the making and delivery of such deed he was the lawful owner of an indefeasible estate in fee simple, in and to the premises therein described, and had good right and full power to convey that same” (pg. 2)
b. “Sec. 24. No judge or other officer shall take the acknowledgment of any person to any deed or instrument of writing, as aforesaid, unless the person offering to make such acknowledgment shall be personally known to him to be the real person who and in whose name such acknowledgment is proposed to be made, or shall be proved to be such by a credible witness, and the judge or officer taking such acknowledgment shall, in his certificate thereof, state that such person was personally known to him...” (pg. 3)
c. “the judge or officer shall grant a certificate thereof stating the proof aforesaid” (pg. 4)
NOTICE: Without such judicial certificates as part of the recorded foreclosure records, any court orders for Default, for Summary Judgment, and/or for Foreclosure and Sale are VOID <i>ab initio</i>
d. “Sec. 30 All deeds, mortgages and other instruments of writing which are authorized to be recorded, shall take effect and be in force from and after the time of filing the same for record, and not before (pg. 4) |

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

EXHIBIT J, Relevant Illinois Law, as repeatedly submitted as supporting Exhibits with variations specific to the multiple pleadings (con't.)

Nbr Description

3. ILCS 765 5/0.01, Illinois Conveyances Act (con't.)
 - e. **“Sec. 31. Deeds, mortgages and other instruments of writing relating to real estate shall be deemed, from the time of being filed for record, notice to subsequent purchasers and creditors, though not acknowledged or proven according to law; but the same shall not be read as evidence, unless their execution be proved in manner required by the rules of evidence applicable to such writings, so as to supply the defects of such acknowledgment or proof.”**
4. ILCS 735 5/Art. XV, Illinois Mortgage Foreclosure Law (6 pgs.)
 - a. **Sec. 15-1106 (b): “A secured party ... may at its election enforce its security interest in a foreclosure under this Article if its security interest...is created by (i) a collateral assignment of beneficial interest in a land trust” (pg. 1)**
NOTE: Mortgage-backed securities trusts (“MBS”) are not land trusts, so the secured parties may not elect to enforce the security interest under the IMFL. Any court orders for Default, for Summary Judgment, and/or for Foreclosure and Sale related to MBS trusts are VOID ab initio
 - b. **Sec. 15-1506. Judgment. (a) Evidence. In the trial of a foreclosure, the evidence to support the allegations of the complaint shall be taken in open court**
5. ILCS 810 5/Article 3, Uniform Commercial Code, re: Negotiable Securities and Part 3. Enforcement of Instruments (7 pgs.)
 - a. **Sec. 3-302 Holder in Due Course. (2) the holder took the instrument (i) for value, (ii) in good faith, (iii) without notice that the instrument is overdue or has been dishonored (pg. 3)**
6. ILCS 735 5/Art. II, Pt. 6, Code of Civil Procedure, re: Pleading (7 pgs.)
 - a. **Sec. 2 603. Form of pleadings. (b) Each separate cause of action upon which a separate recovery might be had shall be stated in a separate count or counterclaim, as the case may be and each count, counterclaim, defense or reply, shall be separately pleaded, designated and numbered, and each shall be divided into paragraphs numbered consecutively, each paragraph containing, as nearly as may be, a separate allegation (pg. 1)**
 - b. **Sec. 2 605. Verification of pleadings. (a) Any pleading, although not required to be sworn to, may be verified by the oath of the party filing it... If any pleading is so verified, every subsequent pleading must also be verified (pg. 2)**
 - c. **Sec. 2 605 (b) The allegation of the execution or assignment of any written instrument is admitted unless denied in a pleading verified by oath (pg. 2)**
 - d. **Sec. 2 606 Exhibits... In either case the exhibit constitutes a part of the pleading for all purposes (pg. 2)**
 - e. **Sec. 2 610 Pleadings to be specific. (b) Every allegation, except allegations of damages, not explicitly denied is admitted (pg. 3).**

**LIST OF EXHIBITS – MOTION TO VACATE
O R D E R F O R F O R E C L O S U R E A N D S A L E (C O N ' T .)**

EXHIBIT 1, Relevant Illinois Law, as repeatedly submitted as supporting Exhibits with variations specific to the multiple pleadings (con't.)

Nbr Description

7. Bayview Loan Servicing, L.L.C. v. Jeffrey Eden Nelson, Case No. S-06-0664, (5th Dist., June 16, 2008), Rule 23 Order Filed May 21, 2008 (6 pgs.)
 - a. A summary judgment is an appropriate remedy only if the pleadings, depositions, and admissions on file, together with any affidavits, show that there is no genuine issue of material fact and that the movant is entitled to a judgment as a matter of law. Purtil v. Hess, 111 Ill.2d 229, 240 (1986) (pg. 4).
 - b. **Nothing in the trial court record indicates that Bayview holds the mortgage or note that is the subject of this foreclosure action. (final pg.)**
 - c. **Additionally, because there was no basis for the entry of a summary judgment in favor of Bayview, the court improperly entered the judgment of foreclosure and order of sale. (final pg.)**

(720 ILCS 5/Art. 16H heading)

ARTICLE 16H. ILLINOIS FINANCIAL CRIME LAW

(720 ILCS 5/16H 1)

Sec. 16H 1. Short title. This Article may be cited as the Illinois Financial Crime Act.
(Source: P.A. 93 440, eff. 8 5 03.)

(720 ILCS 5/16H 5)

Sec. 16H 5. Legislative declaration. It is the public policy of this State that the substantial burden placed upon the economy of this State resulting from the rising incidence of financial crime is a matter of grave concern to the people of this State who have a right to be protected in their health, safety and welfare from the effects of this crime.
(Source: P.A. 93 440, eff. 8 5 03.)

(720 ILCS 5/16H 10)

Sec. 16H 10. Definitions. In this Article unless the context otherwise requires:

(a) "Financial crime" means an offense described in this Article.

(b) "Financial institution" means any bank, savings bank, savings and loan association, credit union, trust company, currency exchange, or a depository of money, or medium of savings and collective investment.

(Source: P.A. 93 440, eff. 8 5 03; 94 872, eff. 6 16 06.)

(720 ILCS 5/16H 15)

Sec. 16H 15. Misappropriation of financial institution property. A person commits the offense of misappropriation of a financial institution's property whenever the person knowingly misappropriates, embezzles, abstracts, purloins or willfully misapplies any of the moneys, funds or credits of such financial institution, or any moneys, funds, assets or securities entrusted to the custody or care of such financial institution, or to the custody or care of any agent, officer, director, or employee of such financial institution.
(Source: P.A. 93 440, eff. 8 5 03.)

(720 ILCS 5/16H 20)

Sec. 16H 20. Commercial bribery involving a financial institution.

(a) A person commits the offense of commercial bribery involving a financial institution when the person confers or offers or agrees to confer any benefit upon any employee, agent, or fiduciary without the consent of the latter's employer or principal, with intent to influence his or her conduct in relation to his or her employer's or principal's affairs.

(b) An employee, agent, or fiduciary of a financial institution commits the offense of commercial bribery of a financial institution when, without the consent of his or her employer or principal, he or she solicits, accepts, or agrees to accept any benefit from another person upon an agreement or understanding that such benefit will influence his or her conduct in relation to his or her employer's or principal's affairs.

(Source: P.A. 93 440, eff. 8 5 03.)

(720 ILCS 5/16H 25)

Sec. 16H 25. Financial institution fraud. A person commits the offense of financial institution fraud when the person knowingly executes or attempts to execute a scheme or artifice:

- (1) to defraud a financial institution; or
- (2) to obtain any of the moneys, funds, credits, assets, securities, or other property owned by or under the custody or control of a financial institution, by means of pretenses, representations, or promises he or she knows to be false.

For the purposes of this Section, "scheme or artifice to defraud" includes a scheme or artifice to deprive a financial institution of the intangible right to honest services.

(Source: P.A. 93-440, eff. 8-5-03.)

(720 ILCS 5/16H 30)

Sec. 16H 30. Loan fraud. A person commits the offense of loan fraud when the person knowingly, with intent to defraud, makes any false statement or report, or willfully overvalues any land, property or security, for the purpose of influencing in any way the action of a financial institution to act upon any application, advance, discount, purchase, purchase agreement, repurchase agreement, commitment, or loan, or any change or extension of any of the same, by renewal, deferral of action or otherwise, or the acceptance, release, or substitution of security.

(Source: P.A. 93-440, eff. 8-5-03.)

(720 ILCS 5/16H 35)

Sec. 16H 35. Concealment of collateral. A person commits the offense of concealment of collateral when the person, with intent to defraud, knowingly conceals, removes, disposes of, or converts to the person's own use or to that of another, any property mortgaged or pledged to or held by a financial institution.

(Source: P.A. 93-440, eff. 8-5-03.)

(720 ILCS 5/16H 40)

Sec. 16H 40. Financial institution robbery. A person commits the offense of financial institution robbery when the person, by force or threat of force, or by intimidation, takes, or attempts to take, from the person or presence of another, or obtains or attempts to obtain by extortion, any property or money or any other thing of value belonging to, or in the care, custody, control, management, or possession of, a financial institution.

(Source: P.A. 93-440, eff. 8-5-03.)

DBNT
PIERCE + ASSOCIATES
DYKEMA

(720 ILCS 5/16H 45)

Sec. 16H 45. Conspiracy to commit a financial crime.

(a) A person commits the offense of a conspiracy to commit a financial crime when, with the intent that a violation of this Article be committed, the person agrees with another person to the commission of that offense.

(b) No person may be convicted of conspiracy to commit a financial crime unless an overt act or acts in furtherance of the agreement is alleged and proved to have been committed by that person or by a co conspirator and the accused is a part of a common scheme or plan to engage in the unlawful activity.

(c) It shall not be a defense to the offense of a conspiracy to commit a financial crime that the person or persons with whom the accused is alleged to have conspired:

- (1) has not been prosecuted or convicted,
- (2) has been convicted of a different offense,
- (3) is not amenable to justice,
- (4) has been acquitted, or
- (5) lacked the capacity to commit the offense.

(Source: P.A. 93 440, eff. 8 5 03.)

(720 ILCS 5/16H 50)

Sec. 16H 50. Continuing financial crimes enterprise. A person commits the offense of a continuing financial crimes enterprise when the person knowingly, within an 18 month period, commits 3 or more separate offenses under this Article, or, if involving a financial institution, any other felony offenses established under this Code.

(Source: P.A. 93 440, eff. 8 5 03.)

(720 ILCS 5/16H 55)

Sec. 16H 55. Organizer of a continuing financial crimes enterprise.

DBNT + DENIS PIERCE
ET AL

(a) A person commits the offense of being an organizer of a continuing financial crimes enterprise when the person:

(1) with the intent to commit an offense under this Article, or, if involving a financial institution, any other felony offense established under this Code, agrees with another person to the commission of that offense on 3 or more separate occasions within an 18 month period, and

(2) with respect to the other persons within the conspiracy, occupies a position of organizer, supervisor, or financier or other position of management.

(b) The person with whom the accused agreed to commit the 3 or more offenses under this Article, or, if involving a financial institution, any other felony offenses established under this Code, need not be the same person or persons for each offense, as long as the accused was a part of the common scheme or plan to engage in each of the 3 or more alleged offenses.

(Source: P.A. 93 440, eff. 8 5 03.)

(720 ILCS 5/16H 6-0)

Sec. 16H 60. Sentence.

(a) A financial crime, the full value of which does not exceed \$300, is a Class A misdemeanor.

(b) A person who has been convicted of a financial crime, the full value of which does not exceed \$300, and who has been previously convicted of a financial crime or any type of theft, robbery, armed robbery, burglary, residential burglary, possession of burglary tools, or home invasion, is guilty of a Class 4 felony. When a person has such prior conviction, the information or indictment charging that person shall state such prior conviction so as to give notice of the State's intention to treat the charge as a felony. The fact of such prior conviction is not an element of the offense and may not be disclosed to the jury during trial unless otherwise permitted by issues properly raised during such trial.

(c) A financial crime, the full value of which exceeds \$300 but does not exceed \$10,000, is a Class 3 felony. When a charge of financial crime, the full value of which exceeds \$300 but does not exceed \$10,000, is brought, the value of the financial crime involved is an element of the offense to be resolved by the trier of fact as either exceeding or not exceeding \$300.

(d) A financial crime, the full value of which exceeds \$10,000 but does not exceed \$100,000, is a Class 2 felony. When a charge of financial crime, the full value of which exceeds \$10,000 but does not exceed \$100,000, is brought, the value of the financial crime involved is an element of the offense to be resolved by the trier of fact as either exceeding or not exceeding \$10,000.

(e) **A financial crime, the full value of which exceeds \$100,000, is a Class 1 felony.** When a charge of financial crime, the full value of which exceeds \$100,000, is brought, the value of the financial crime involved is an element of the offense to be resolved by the trier of fact as either exceeding or not exceeding \$100,000.

(f) A financial crime which is a financial institution robbery is a Class 1 felony.

(g) A financial crime which is a continuing financial crimes enterprise is a Class 1 felony.

(h) A financial crime which is the offense of being an organizer of a continuing financial crimes enterprise is a Class X felony.

(i) **Notwithstanding any other provisions of this Section, a financial crime which is loan fraud in connection with a loan secured by residential real estate is a Class 4 felony.**

(Source: P.A. 93-440, eff. 8-5-03.)

CLASS 4 FELONY

(720 ILCS 5/16H 6-5)

Sec. 16H 65. Period of limitations. The period of limitations for prosecution of any offense defined in this Article begins at the time when the last act in furtherance of the offense is committed.

(Source: P.A. 93-440, eff. 8-5-03.)

**04/05/11
SO FAR**

Do

Did

Warranty Deed

Warranty Deed

Paper

Promissory Note

Promissory Note

Paper

Security Instrument

Security Instrument

Paper Documents Vaulted with Custodian or Destroyed

Step x

Scan Copy

MERS Registry Tracks Alleged Ownership Electronic Data

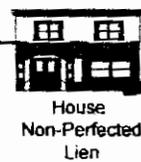
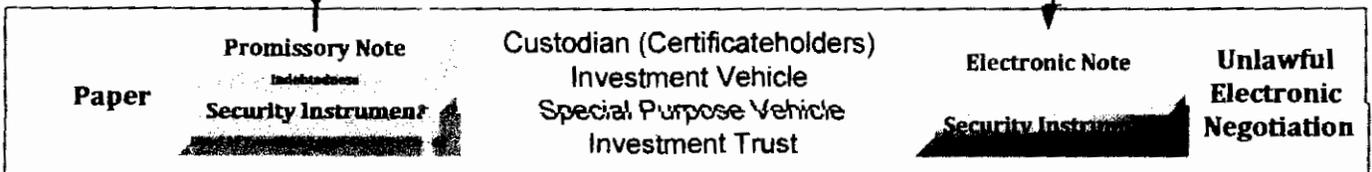
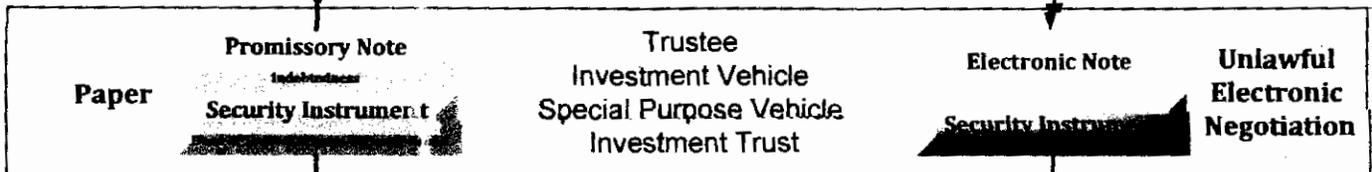
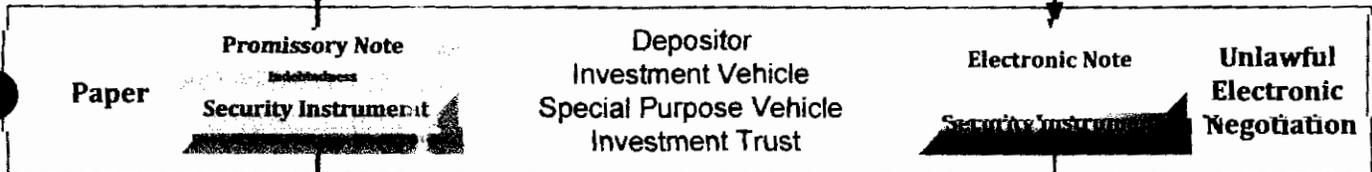
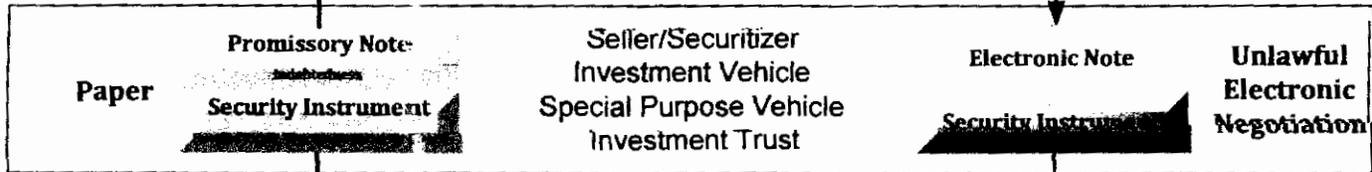
Electronic Note

Electronic

Security Instrument

Electronic

Notice of Assignment of Lien Rights Filed Public Records for Perfection Reflects Negotiation of the Paper Note



Paper Documents Retrieved From Original Custodian Transferred to Law Firm



When Recorded Return To:
AMERICAN HOME MTG SERVICING
C/O NTC 2100 AIR 19 North
Palm Harbor, FL 34683



R2009032562

Receipt # 128809033344

CRL L#: 0065794000
Assignee L#: 4000535887
Investor L#: 0065794000
Custodian: 85
Effective Date: 02/11/2009

Karen A. Stukal Will County Recorder IP
CR Date 03/18/2009 Time 14:57:58
Recording Fees: \$24.70
IL Rental Hosp. Support \$18.00

03/18/09 IN DEFAULT
IN BK 7 01/30/09

ASSIGNMENT OF MORTGAGE/DEED

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR TOWN AND COUNTRY CREDIT CORP., WHOSE ADDRESS IS 1305 MORNING STAR NAPERVILLE, IL 60564, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed of trust together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR, AMERIQUEST MORTGAGE SECURITIES INC. (ASSIGNEE) UNDER THE POOLING AND SERVICING AGREEMENT DATED FEBRUARY 1, 2004, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE, SANTA ANA, CA 92705-4934, (ASSIGNEE) Said mortgage/deed of trust dated 12/18/2003, and made by LAUREN L. SCHEFFERS to TOWN AND COUNTRY CREDIT CORP. and recorded in the Recorder of Registrar of Titles of Will County, Illinois in Book Page as inst. # 0200035677 upon the property situated in said State and County as more fully described in said mortgage or herein to wit:

LOT 26 IN BROOK CROSSING UNIT 1A, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1978, AS DOCUMENT NO. 878-40466, IN WILL COUNTY, ILLINOIS.

01-02-485-812
known as: 1305 MORNING STAR NAPERVILLE, IL 60564
01/15/2009
CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR TOWN AND COUNTRY CREDIT CORP.

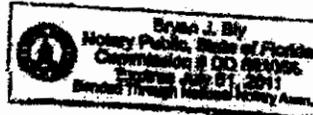
BY: [Signature]
CRYSTAL MOORE VICE PRESIDENT

WHAT SIGNING AUTHORITY

01/15/09

STATE OF FLORIDA COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me THIS 15TH DAY OF JANUARY IN THE YEAR 2009, by CRYSTAL MOORE of CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR TOWN AND COUNTRY CREDIT CORP. on behalf of said CORPORATION.

BRYAN J. BLY
My commission expires: 07/01/2011



Document Prepared By: Jessica Freitag/NTC, 2100 AIR 19 North, Palm Harbor, FL 34683 (800)346-9152

CREAS 9215871 1/31 C#2023856 form5/ERMIL1



9215871

1081

UNANIMOUS WRITTEN CONSENT
OF THE EXECUTIVE COMMITTEE
OF THE BOARD OF DIRECTORS OF
CITI RESIDENTIAL LENDING INC.

November 20, 2006

CITIC
By unanimous action the Executive Committee of the Board of Directors of CITI RESIDENTIAL LENDING INC. (the "Corporation") hereby consents to the actions set forth herein and adopts the following resolutions, all in lieu of a meeting of the Executive Committee.

WHEREAS, the Corporation is the owner of certain mortgages and deeds of trust;

WHEREAS, the Corporation now finds it desirable to authorize agents to process on its behalf the preparation, execution and recording of documents of satisfaction and reconveyance (collectively, the "Releases"), as well as those of assignment (the "Assignments"), in connection with said mortgages and deeds of trust; it is hereby

RESOLVED, that each of the employees of Nationwide Title Clearing, Inc. ("NTC") listed below be, and they hereby are, named and appointed as a Vice President and Assistant Secretary of the Corporation solely for the purpose of acting as duly authorized signatories on its behalf, such that any of the listed personnel may, solely in their capacity as authorized signatories, execute any and all reasonable and necessary documents required in connection with processing the Assignments and Releases;

Susan Bankowski
Bryas Big
Vilma Castro
Dhurata Doice
John Giberson
Chris Jones

Erika Lance
Tara McKinnon
Crystal Moore
Dave Pearson
Eisa McKinnon
Sean Williams

FURTHER RESOLVED, that the authority hereby granted to the listed employees of NTC shall include specifically, but without limitation, the execution of any documents that obligate the Corporation to indemnify the Public Trustee of the City and County of Denver, Colorado (the "Public Trustee") pursuant to C.R.S. §38-39-102(3.5)(a) for any and all damages, costs, liabilities and reasonable attorney fees incurred by the Public Trustee as a result of action taken in reliance on a Request for Release submitted by or on behalf of the Corporation,

FURTHER RESOLVED, that the Assistant Secretaries and Vice Presidents hereby appointed are not authorized to act as officers or employees of the Corporation in any respect other than as specifically authorized above;

EXHIBIT

7-210 DLIC

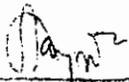
FURTHER RESOLVED, that the appointment of the listed employees of NTC as Assistant Secretaries and Vice Presidents of the Corporation pursuant to these resolutions be, and it hereby is, specifically conditioned on the receipt by the Corporation of a duly executed ~~Indemnity Agreement~~ by NTC in a form substantially identical to that attached to these resolutions.

↑
CUMUL

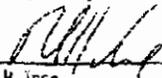
FURTHER RESOLVED, that in the event the Corporation should seek to terminate the appointment and authorization described above, it shall do so by serving written notice of such termination on NTC, at 2100 Alternate 19 North, Palm Harbor, Florida 34683, and such termination shall become effective only upon its receipt by NTC.

The undersigned, being all the members of the Executive Committee of the Board of Directors of the Corporation, hereby consent in writing to the above actions and do hereby approve the same.

**WHAT
TITLES
AUTHORITY**


Sanjay Desai

Timothy M. Hayes


Paul K. Ince

**MISSING
NOT
UNANIMOUS**

State Bar of North Artic Form 30-2013
ASSIGNMENT OF MORTGAGE

Document Number

Document Name

The undersigned ("Assignor," whether one or more), for a valuable consideration, assigns to Secret Elves Registration Services (SERS) as Nominee of Rudolph the Red Nose Reindeer located at 5432 Santa Iceberg North Pole 12345

the Mortgage dated 12/25/2012, executed by Santa Clause

to Raindeer Loan Services Inc located at 5432 Santa Iceberg North Pole 12345 on real estate in WET NOSE County, North Artic ("Property"), together with the note or other obligation it secures, which Mortgage was recorded in the Office of the Register of Deeds of said County, in (Reel) (Vol.) 212-2342 of Records, at (Images) (Pages) 66 as Document No. 12345.

The Property which is subject to this Assignment is described as:

Very Cold and Icy, Shaped like an Iceberg Plot 22

Recording Area

Name and Return Address

Pretender Lender
123 Cold Wet Road
North Pole, North Artic 12345

1 800 1 8 1 2

Parcel Identification Number (PIN)

This WAS homestead property
(is) (is not)

CHOOSE EITHER OR BOTH OF THE FOLLOWING OPTIONS, AS APPLICABLE; ONLY THOSE OPTIONS CHOSEN SHALL APPLY:

- X A. This Assignment is made without recourse.
B. Assignor warrants that there is now owing an unpaid balance on the note or other obligation secured by the mortgage, as principal, a sum of not less than \$.01 and also interest of all collateral in his Sled and that Assignor is the owner of the note secured by the Mortgage and has good right to assign it.

Dated 12/25/2012

ASSIGNOR:

000 000
O O

000 000
O O

(SEAL)

(SEAL)

* Dasher Graindeer

* Prancer Rayndeer

(SEAL)

(SEAL)

AUTHENTICATION

ACKNOWLEDGMENT

Signatures(s) 000 000
O O

STATE OF NORTH ARTIC)
) ss.
WET NOSE COUNTY)

authenticated on 12/25/2013

TITLE: MEMBER STATE BAR OF NORTH ARTIC
(If not,
authorized by ANY State, § 6.66)

Personally came before me on
the above-named Prancer or Dancer of Secret Elves
Registration Services (SERS) as Nominee of Rudolph the Red
Nose Reindeer (to be the person(s) who executed the foregoing
instrument and acknowledged the same.

THIS INSTRUMENT DRAFTED BY:

LAW OFFICES of RA INDEER ASS. PA

000 000
O O
* SOM DOE
Notary Public, State of NORTH
My Commission (is permanent) (expires: 2011)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
ASSIGNMENT OF MORTGAGE © 2013 STATE BAR OF NORTH ARTIC FORM NO. 30-2013
* Type name below signatures.

1701 17th St. Arrow Place
San Ana, CA 92705-1037

Tel: 714-247-4000
Fax: 714-247-4000

URGENT AND TIME-SENSITIVE
MEMORANDUM

TO: SERVICER STATION LOAN SERVICERS
FROM: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE
OF THE BANK OF AMERICA AMERICAS, AS TRUSTEE
DATE: October 8, 2010
RE: Allegations Regarding Certain Servicing Foreclosure Procedures

Each addressee of this Memorandum (the "Servicers") services mortgage loans on behalf of one or more securitizations (the "Trusts") through Deutsche Bank National Trust Company ("Deutsche Bank National Trust Company" or "Deutsche Bank") acting as trustee for such capacity, the "Trustee". This Memorandum concerns an urgent issue requiring your immediate attention. A copy of this Memorandum and all attachments should be forwarded immediately to your Legal Department or General Counsel's office.

We write to express the Trustee's serious concern regarding allegations of potential defects in foreclosure practices, procedures and/or documentation used by certain major loan servicers and their agents (collectively, the "Alleged Foreclosure Deficiencies") that have been the subject of recent media reports. This Memorandum reiterates to all Servicers the importance of their duties and obligations relative to such matters.

The pooling and servicing agreements or other governing documents for the Trusts (collectively, the "Governing Documents") provide that the Servicer is solely responsible for the performance of all loan-level remedial collection activity on behalf of the beneficiaries of the Trusts, including, without limitation, all foreclosure activity and all maintenance and sales of residential REO properties. The Governing Documents typically require the Trustee to furnish the Servicer with powers of attorney that allow the Servicer to sign documents and institute legal actions, including foreclosure proceedings, in the name of the Trustee on behalf of the Trusts in connection with these servicing activities. The Governing Documents also provide that the Trustee shall not be responsible for the acts or omissions of the Servicer including acts or omissions relating to the use or misuse of such powers of attorney.

CRITICAL

As the Trustee has advised on more than one occasion, all Servicers and their agents (including any subcontractors, subcontractors and professionals engaged by Servicers and/or by their agents) must

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conduct all of the activities, including foreclosure proceedings, in accordance with the
Governing Documents and all applicable laws. Please refer to, in particular, the Trust's
prior memoranda to the Trustee dated August 30, 2011 and August 2, 2011, the latter of which
copies of which are enclosed.

Recent memoranda to the Trustee request the Alleged Foreclosure Deficiencies may include the execution and
filing by the Servicer or its agents of allegedly defective documents, possibly
containing allegations of fact, in connection with foreclosure proceedings. The
Trust is concerned about all such practices unless the possibility that such documents may have
been filed in connection with foreclosure proceedings relating to mortgage loans owned by the
Trust, and may have been executed under color of one or more powers of attorney granted to
Servicers pursuant to the Governing Documents. Any such actions by a Servicer or its agents
would constitute a breach of that Servicer's obligations under the Governing Documents and
applicable law.

CRITICAL

In light of these recent developments, the Trustee demands that each Servicer immediately
immediately:

- Inform the Trustee of (i) any Alleged Foreclosure Deficiencies relating to mortgage loans serviced by the Servicer on behalf of the Trusts; and (ii) any such actions by the Servicer of foreclosure proceedings relating to mortgage loans serviced by the Servicer on behalf of the Trusts due to any such Alleged Foreclosure Deficiencies.
- Cease and desist from taking any unlawful or improper action with respect to the servicing of Trust assets, including, but not limited to, making any false or misleading statements in any filing, notice, document or paper of any kind.
- Cease and desist from executing any document on behalf of the Trustee or on behalf of any Trust, under any power of attorney or otherwise, unless and until the Servicer and its agents have: (a) verified that all statements in such documents are true, complete and correct; and (b) determined that the execution and filing of such documents are in full compliance with all applicable laws, rules and regulations, including all applicable rules of court.
- Cease and desist from executing any document in a manner that indicates or suggests that the signatory is an officer or employee of the Trustee.
- Require each of its agents to comply with the foregoing demands and all legal requirements applicable to any services that they perform on behalf of the Trusts.

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**TRUSTEE IS
PLAINIFF!**

Please be advised, the Trustee will require each Servicer to indemnify and hold harmless Deutsche Bank, in its capacity as Trustee, the Trusts and the investors in the

The requirement that Servicers execute and file documents in a manner that properly describes their representative capacity was addressed in the Prior Memoranda.

Memorandum to Servicers
October 8, 2010
Page 3 of 5

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Trusts from all fees, less cost and expense of any kind (including attorneys' fees and costs) arising directly or indirectly from any Alleged Fannie Mae Deficiencies or from any other alleged acts or omissions of the Servicer and its agents relating to any servicing activities in breach or violation of the Governing Documents and/or applicable law, including, without limitation, any liability, loss, cost or expense arising from any related legal proceedings and or government or regulatory investigations. The cost of any such indemnification and remedial actions by a Servicer in respect of any Alleged Fannie Mae Deficiencies or any other servicing activities in breach or violation of the Governing Documents and/or applicable law must be paid by the Servicer out of its own funds and should not be charged by any Servicer against any Trust. The Trustee reserves, and does not waive, any other rights or remedies that it and/or the Trusts may have under the Governing Documents regarding these matters.

All correspondence and questions regarding this matter should be directed to David Co. Director, at 1111 Louisiana Street or by telephone at 713-247-6272.

Thank you for your cooperation.

DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee
DEUTSCHE BANK TRUST COMPANY AMERICAS, as Trustee

ST. LOUIS, MO
JUL 28 2008

MEMORANDUM

TO: SERVICERS AND LOAN SERVICERS

FROM: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE
DEUTSCHE BANK NATIONAL TRUST COMPANY AMERICA, AS TRUSTEE

DATE: July 28, 2008

RE: Advisory Concerning Servicing Issues Affecting Securitized Housing Assets

Each address of this Memorandum services mortgage loans on behalf of one or more servicer trusts (the "Trusts") through Deutsche Bank National Trust Company or Deutsche Bank National Trust Company America as trustee (the "Trustee"). This memorandum focuses on certain issues relating to servicing practices that have come to the attention of the Trustee since the issuance of its Memorandum to Servicers on Loan Servicing dated August 30, 2007 (the "First Servicer Memorandum" and as the enclosed). Because the issues addressed in the First Servicer Memorandum continue to be relevant in the current servicing environment, the Trustee respectfully requests that all servicers review the First Servicer Memorandum and adhere to the practices that it describes, including those described in this Memorandum.

The current distressed state of residential real estate markets has placed increased attention on all parties involved in the securitization process, including servicers, personnel, underwriters, contractors and professionals engaged by servicers, government agencies and investors. In addition, the increased numbers of delinquencies and foreclosures, and related financial losses, have led to a climate in which the performance of securitization parties is being scrutinized carefully by all constituents.

Against this background, the Trustee therefore asks that all servicers servicing loans on behalf of the Trusts remain particularly mindful of the following issues:

(1) Correct and Prompt Forest Proof of "Ownership" of Loans. As stated in the First Servicer Memorandum, servicers must exercise diligence to assure that they can meet all requirements and other actions with respect to RICO claims (including actions affecting tenants of such properties) in compliance with all federal, state and local laws, rules, regulations and court procedures. In recent months, it has been reported that the number of court-ordered foreclosure proceedings has substantially increased nationwide. In the

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context of foreclosure proceedings, some courts are demanding that the party seeking to foreclose or "take title" and other parties to loans earlier in the process comply with more exacting standards of professional conduct than usual. Other courts are evaluating the propriety of various other servicing practices, including foreclosure and workout practices. Because loan servicers have contractual obligations to handle work items and foreclose in compliance with law and in accordance with the loan documents, they must make sure that a servicing person or professional is handling the documents on behalf of the Trust, including legal counsel retained by servicers, to understand and comply with these changing standards and legal requirements. Failure to do so may result in servicer liability to the Trust for loss caused by delay or, in some situations, forfeiture of collateral.

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In this regard, the trustee is concerned that servicers make clear to their servicing personnel and other professionals, including legal counsel retained by servicers, that securitization trusts will become the owners of, and take title to, mortgage loans at the time the securitization trusts are formed. While the use of powers of attorney to complete recording requirements may be appropriate in some circumstances, servicers must take care not to record any recording instrument on the time at which securitization trusts actually first obtain legally enforceable rights in the mortgage loans. Servicers must ensure that less sophisticated personnel and professionals engaged by servicers, including legal counsel retained by servicers, understand the nuances of relevant securitization transactions, and related custodial practices, in sufficient detail to address such questions in a timely and accurate manner. In particular, servicing professionals must become sufficiently familiar with the terms of the relevant securitization documents for each Trust for which they act to explain and where necessary, prove those terms and the resulting ownership interests to courts and government agencies.

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(2) Proper Description of the Servicer, the Trustee and their Roles in Proceedings.

Servicer and trustee are parties to the trusts and, in the name of the trustee, but are not themselves the Trustee. Servicing professionals and other agents engaged by servicers have adopted widely varying approaches to identifying the source of their authority. Some say they represent "the bank," others say they represent "the trustee" or "the trust," and some simply say they represent "the bank" or "the lender." These disparate practices have caused significant confusion regarding the roles of the parties to securitization transactions. The Trustee believes that all persons retained by the servicer should accurately identify the specific role or capacity in which they are acting. For example, an attorney for a servicer foreclosing on a property mortgaged to a securitization Trust would be less accurate in this respect if he or she claimed to be "[Name], Attorney for [Name of Trustee]." A more accurate statement would be "[Name], Attorney for [Servicer Name], Acting for [Name of Trustee] as Trustee of the [Name of Trust]." In no event should servicer-retained foreclosure professionals, including counsel, mislead third parties, including courts, into believing that the Trustee directly controls the foreclosure process or any related litigation process. In addition, the Trustee should never be described as the party who "made the loan" in the business of

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business, including loans. Such descriptions inaccurately describe the nature of a security instrument and may expose the Trustee and the Trusts to new claims of non-compliance with the instrument.

(3) Maintenance of Real Estate Properties. The Trustee has received a number of inquiries and complaints from government officials and community groups about the physical condition of the properties. Such inquiries and complaints also are receiving increasing attention from the media, law enforcement agencies, and courts. Under standard securitization documentation, loan servicers are expressly responsible for maintaining all aspects of the residential mortgage process, including appropriate maintenance of the properties. The Trustee has received numerous complaints from Trusts to ensure that the properties are maintained in accordance with the Trusts' trust property and exposing the Trusts to legal claims. Because title to REO property typically includes the responsibility of the Trustee, these failures also expose the Trustee to legal claims and liabilities that could be protected against such contingencies. It is likely to give rise to legal litigation claims against servicers, the Trustee urges servicers to exercise heightened diligence with respect to REO maintenance and disposition. In addition, the Trustee urges Servicers to engage property managers who will take proactive steps to protect REO properties, especially when they are vacant for extended periods of time.

(4) Tracking and Engaging in Public/Private Initiatives. The Trustee urges servicers to stay abreast of and actively engage in public/private initiatives, environmental policy discussions and rule-making processes that may affect servicing activities. Given the widespread public discussion of how securitization transactions work, servicers, trustees, and other financial institutions involved in the administration of securitization transactions should seek to educate other operators about the rights and responsibilities of the parties to these transactions. Without adequate information, it is difficult to these issues, officials may adopt rules or policies that adversely affect the interests of securitization investors. Active participation in government-industry discussions of these issues may help avoid such outcomes. Shortly after the issuance of the First Servicer Memorandum, federal and state banking regulators issued their "Statement on Loss Mitigation Strategies for Servicers of Residential Mortgages." In addition, in December 2007, the American Securitization Forum, in a negotiation with U.S. Treasury officials, promulgated the "Streamlined Foreclosure and Loss Avoidance Framework for Securitized Subprime Adjustable Rate Mortgage Loans." Both of these documents reflect the kind of careful balancing of policy objectives and contract rights that can be achieved by engaging in responsible securitization practices with the affected constituencies. In addition, the Trustee urges servicers to exercise diligence and, where appropriate, involve or cooperate with law enforcement agencies regarding a variety of activities and, in some cases, illegal real estate transactions involving distressed borrowers. In particular, servicers should be on the lookout for third parties who (a) seek private data concerning borrowers, loans or loan portfolios without proper authorization or (b) purport to act based on an asserted violation or negotiation with the servicer, the Trustee or the Trusts. Such practices may subject borrowers, servicers, the Trustee and the Trusts to financial and reputational harm.

Securities - Securities

10-20-2014

Page 4 of 4

The Trustee believes that adherence to the foregoing recommendations on a consistent basis will not only protect the interests of investors but benefit all contributors. The Trustee's understanding is that immediate and fair resolution of foreclosure matters

Thank you for your attention.

DEUTSCHE BANK NATIONAL TRUST COMPANY, as Trustee
BY: [Signature] BANK TRUST COMPANY AMERICAS, as Trustee

Deutsche Bank



100 WALL STREET

Te. 212 261 1000

Fax 212 261 1001

MEMORANDUM

TO: SERVICING AND COLLECTION SERVICES

FROM: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE
DEUTSCHE BANK TRUST COMPANY AMERICAS, AS TRUSTEE

DATE: August 30, 2007

RE: Compliance With Laws, Rules and Regulations In Connection With
Foreclosure Of Securitized Assets; Attentiveness to Certain Community
and Environmental Concerns; Proper Description Of Legal Capabilities

Each of the servicers of this memorandum services mortgage loans on behalf of one or more securitization trusts (the "Trusts") for which Deutsche Bank National Trust Company and Deutsche Bank Trust Company Americas (DBTA) act as

As you are no doubt aware, due to current real estate market conditions, the number of foreclosures of REC properties resulting from foreclosures on securitized mortgage loans is increasing. In the case of properties that contain rental units, foreclosure activities sometimes result in evicting tenants, who may otherwise lawfully occupy units at such properties. Such evictions are drawing attention and policy responses from public officials and community organizations, who are expressing concerns about the significant hardship being imposed on tenants, including low-income families, who may be displaced in the mortgage foreclosure process and about the potential deterioration of neighborhoods surrounding vacant properties.

In light of the developments, the Trustee respectfully requests that all servicers servicing loans on behalf of the Trusts:

- a) Exercise diligence to ensure that all foreclosure and all other activities with respect to REC properties (including actions affecting tenants on such properties) are conducted in compliance with all federal, state and local rules and regulations, particularly those relating to the treatment of distressed borrowers;
- b) Consider maintaining working relationships with local housing officials and appropriate community organizations to address public concerns regarding foreclosures and evictions, including those that might otherwise lead to public use or public right interests.

the realization of value on the Trust's mortgage loans and REO properties. Such relationships may result in creative solutions (including, where appropriate, consideration of sale of REO properties to non-profit or non-governmental organizations) that reduce the impact of foreclosures in neighborhoods and enhance the value of Trust assets.

c) To the extent permitted by applicable securitization documents, exercise sound discretion in determining whether or not evictions of tenants (other than lawfully occupying Trust REO properties) will maximize the realization of value on Trust assets if evictions will result in the most profitable resale value of Trust real estate properties, maintaining occupancy rates, and other related needs and thereby, contribute to the REO program; and

d) At all times, properly identify your representative capacity as servicer, and DBNTO's or DBTCA's name in the "caption" of [insert name of relevant Trust] in all notices, pleadings, correspondence or other documents relating to the mortgage loans, REO properties and other Trust assets. Title to properties should never be held and notices concerning properties should never be issued in DBNTO's or DBTCA's name without identification of our trustee capacity.

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We believe that these "good housekeeping" principles can help create a "win-win" situation for borrowers and communities, and provide a model for minimizing corporate responsibility with our legal duty to protect the interests of residential borrowers. Attention to governmental and community concerns about the impacts of foreclosures and evictions on neighborhoods promotes healthy stable communities and may maximize the value of trust assets in these neighborhoods and reduce remedial costs. This approach is also consistent with the federal financial institutions regulatory agencies' April 18, 2009 Statement on Working with Mortgage Borrowers.

}

The federal financial institutions regulatory agencies encourage financial institutions to work proactively with residential borrowers who are financially unable to make their contractual payment obligations on their home loans. Prudent workout arrangements that are consistent with safe and sound lending practices are generally in the long-term best interest of both the financial institution and the borrower.

In order to help facilitate implementation of this approach, the Trustee is prepared to participate in the constructive ongoing public dialogue with public officials and community groups in an effort to address the concerns that they have raised.

Thank you for your cooperation.

FIRST FIDELITY BANK NATIONAL TRUST COMPANY, as Trustee
FIRST FIDELITY BANK TRUST COMPANY AMERICAS, as Trustee

¹ The federal financial institutions regulatory agencies are the Board of Governors of the Federal Reserve System, the Federal Deposit Insurance Corporation, the National Credit Union Administration, the Office of the Comptroller of the Currency, and the Office of Thrift Supervision.

GROUP EXHIBIT 1

Lauren L. Scheffers: Judicial Complaint re: Will County Judge Richard J. Siegel

Date: April 12, 2012

To: State of Illinois
Judicial Inquiry Board

Street Address: 100 West Randolph Street, Suite 14-500
City, State, Zip: Chicago, IL 60601

From: Lauren L. Scheffers
Street Address: 1305 Morningstar Ct.
City, State, Zip: Naperville, IL 60564

Home Phone: 630-305-3401 (no messages)
Cell Phone: 630-212-5651 (no messages)
E-Mail: LaurenScheffers@yahoo.com

Signature
Confirmation #: 2301 0370 0001 1704 5150

**REQUE ST FOR AN IMMEDIATE INVESTIGATION OF
JUDGE RICHARD J. SIEGEL
FOR COMMISSION OF A CLASS 1 FELONY
AND FOR MULTIPLE VIOLATIONS OF THE
JUDICIAL CODE OF CONDUCT**

I am requesting an immediate investigation of Judge Richard J. Siegel ("Judge Siegel") as required by the U.S. Code, Title 18, Crimes and Criminal Procedure (Federal Rules of Civil Procedure, III. Pleadings and Motions, Rule 11, Section 4: Misprision of felony:

Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both.

On February 29, 2012, when I appeared before the bench to make known to Judge Siegel of fraud, Judge Siegel immediately had me arrested and I was put in handcuffs (see the entire Report of Proceedings in Group Exhibit 2.b below).

In this instance, it was Judge Siegel, as presiding judge, who had just committed a Class 1 Felony, so I was required to make that known to "some judge or other person in civil or military authority".

Lauren L. Scheffers: Judicial Complaint re: Will County Judge Richard J. Siegel

Consequently, I made known to Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Illinois Attorney General that Judge Siegel had committed a Class 1 Felony, as an accessory to an ongoing criminal enterprise with Codilis & Associates/William McAlister as the organizers.

NOTE 1: GROUP EXHIBITS 1 – 6 INCLUSIVE ARE THE E-MAILS WITH SUPPORTING DOCUMENTS REGARDING WILL COUNTY JUDGE SIEGEL'S COMMISSION OF A CLASS 1 FELONY AS SUBMITTED ON APRIL 3, 2012.

NOTE 2: Per the Notice of Filing (see Key Exhibit 3 inclusive below) Judge Siegel was served a letter dated April 4, 2012 by USPS Priority Mail with Signature-Required Confirmation of Delivery of 2307 1770 0000 1052 that included the 6 e-mails with print-outs of the supporting documents as electronically submitted to Thomas P. James (see Group Exhibits 1-6 inclusive) on April 3, 2012.

Therefore, the competent evidence of Judge Siegel's commission of a Class 1 Felony is now part of the public record with Judge Siegel's Criminal Contempt of Court Order, 2012CC00004, that Judge Siegel stated would be purged in the Report of Proceedings (see pages 14-19 of Group Exhibit 2.b below).

NOTE 2: The Criminal Contempt of Court Order (see Key Exhibit 1 below) was not purged as ordered by Judge Siegel. Instead, it was recorded at 4:23 p.m. on February 29, 2012. That Criminal Contempt of Court Order does not even have "People of the State of Illinois" vs. Lauren Scheffers as entered in the Online Docket (see Key Exhibit 2 below).

QUESTION 1: Was that Criminal Contempt of Court Order actually signed by Judge Siegel, or forged by William McAlister, per the September 7, 2011 Report of Proceedings with Judge O'Leary presiding (see Key Exhibit 4 below)?

JUDGE SIEGEL SHOULD NOT AID AND ABET NOR ACTIVELY PARTICIPATE IN A CRIMINAL ACTIVITY

The Judicial Inquiry Board should make careful note of the commentary in the 6 e-mails submitted to the Thomas P. James (see Group Exhibits 1.a, 2.a, 3.a, 4.a, 5.a, and 6.a), since the commentary directly pertains to this Judicial Complaint.

Per the Report of Proceedings (see Group Exhibit 2.b.1) below), Judge Siegel committed a Class 1 Felony with his February 29, 2012 Order (see Key Exhibit 11 below).

QUESTION 2: Was that February 29, 2012 Order that included the Order for Personal Deficiency of \$231,200 (see Key Exhibit 11) actually signed by Judge Siegel, or forged by William McAlister, per the September 7, 2011 Report of Proceedings with Judge O'Leary presiding (see Key Exhibit 4 below)?

From the November 16, 2010 Report of Proceedings with Judge Siegel presiding (see Group Exhibit 12 below), Judge Siegel clearly explained his personal knowledge that virtually all foreclosure sales are bought by the "Plaintiffs".

The discussion in that November 16, 2010 Report of Proceedings acknowledged that many Plaintiffs had put their foreclosure actions "on hold", presumably due to the "robo-signing" scandal that surfaced in 2010.

From the Online Docket relevant to case, 2009CH004310, submitted as Exhibit 1 in the Defendant's Response (see Group Exhibit 3.b.1 below), this instant action appears to have been on hold for all of 2010, thereby increasing the amount of any Personal Deficiency.

On April 4, 2012, the (see Key Exhibit 13 below), the proposals of the Illinois Supreme Court Mortgage Foreclosure Committee were released (see Key Exhibit 13 below). Proposal 3 recommends that "a copy of each assignment of the mortgage being foreclosed be attached to the foreclosure complaint, and that a copy of the note, as it currently exists, including all endorsements and allonges, is attached to the foreclosure complaint."

This Complaint could never have been filed, because there is no assignment from Bancgroup Mortgage in the Will County property records, as required by the Illinois Conveyances Act.

Judge Siegel also violated the Illinois Mortgage Foreclosure Law by failing to require the production of the original Note and the original Mortgage in open court.

In addition, Judge Siegel violated the Illinois Uniform Commercial Code relative to Holder in Due Courts/Purchaser in Good Faith, since the fraudulent Assignment by William McAlister was after the Note was in default.

RELEVANT LAW

The Judicial Inquiry Board should make careful note of the Relevant Law cited on pages 1-6 of the Defendant's pleadings in pages 1 -6 (see Group Exhibit 3.b.1) below) as to the many violations Judge Siegel has made in direct opposition to his Oath of Office, Rule 63, and the fundamental Supreme Court Rules, Illinois Civil Statutes, and the Code of Professional Behavior.

JUDGE SIEGEL VIOLATIONS/JUDICIAL BIAS

Per the public record, Judge Siegel is blatantly biased/acts as counsel for foreclosure Plaintiffs. Compare the Report of Proceedings relative to a foreclosure defendant pro se, where Judge Siegel refers to Rule 137 (see Group Exhibit 6.2.b.2 below).

Yet, per the Report of Proceedings for these two cases, 2009CH004310 and 1021CC000004 (see Group Exhibit 2.b.1) below), Judge Siegel took no action against William McAlister as required by Rule 63 for violating that same Rule 137 requesting a grossly fraudulent personal deficiency amount of \$156,704.26 (see Key Exhibit 10 below) after a foreclosure sale of \$112,000, a total of \$267,704.26.

The Judgment for Foreclosure and Sale was for \$216,145.73 (see Key Exhibit 7) and there was no Affidavit submitted in support of that amount, only a Certificate of Prove-Up (see Key Exhibit 8) for costs unrelated to the mortgage balance due.

In particular, per the supporting Exhibits submitted by the Defendant under Section 1109 Certification (page 3), Judge Siegel had no jurisdiction to allegedly sign the Order Approving the Foreclosure and Sale, the Order for Possession, let alone an Order for a Personal Deficiency of \$231,200, when there was no such Motion before the Court (see Key Exhibit 9 below).

In addition, Judge Siegel had no jurisdiction to grant any orders relative to the Defendant's foreclosure, because the Lender was Bancgroup Mortgage (see Key Exhibit 6), not any of the alleged Plaintiffs.

When Judge Siegel had me arrested and put in handcuffs for appearing before the bench, because I was not a party to the action, Judge Siegel made it abundantly clear that he had totally failed to read either the Defendant Response or William McAlister's Reply, since I was mentioned by name in both.

In fact, the primary reason I was in court that day was as a potential witness on behalf of the Defendant. William McAlister's Reply specifically discussed the fact that I was not an attorney, which is not required by the Misprision of Felony statute.

William McAlister's Reply failed to address the fact that the e-mails cited in Exhibit 1 of the Defendant's Response were reporting William McAlister's extortion, threat and William McAlister's having fabricated and recorded a fraudulent Assignment in the Will County property records (see Group Exhibit 3.b.1 Exhibits A, B, and C) to Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Illinois Attorney General.

When I was escorted back before Judge Siegel in handcuffs, I reminded Judge Siegel that he had recused himself from my case, 2009CH3797 (see Key Exhibit 5, including the footnote). Judge Siegel's statements in the Report of Proceedings (see Group Exhibit 2.b.1) below), indicated that he was well aware of me and that I have filed an appeal in my case to the 3rd Appellate Court and to the Supreme Court of Illinois, as well as having filed Judicial Complaints against two bankruptcy judges for granting Stay Motion Orders to parties that were not even listed as Creditors, let alone as Secured Creditors, in my Chapter 7 Bankruptcy that was discharged on May 5, 2009.

CONCLUSION

Not only did Judge Siegel commit a Class 1 Felony with Judge Siegel's personal calculation of a grossly overstated Personal Deficiency, he committed Treason Against the Constitution for a total violation of the Defendant's right to due process.

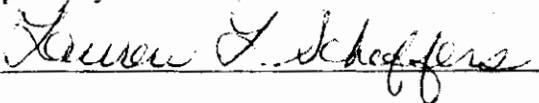
The Judicial Inquiry Board should remove Judge Siegel from the bench immediately, subject to the results of an investigation by the Judicial Inquiry Board and the Illinois Attorney General regarding the ongoing criminal financial enterprise in the foreclosure courtroom of the 12th Judicial Circuit Court of Will County as organized by Codilis & Associates/William McAlister with Judge Siegel as an accessory, a Class 1 Felony.

For the Judicial Inquiry Board to fail to take such legal action would make it blatantly apparent that the Rule of Law does not exist in Illinois circuit courts.

NOTE: All foreclosure hearings in Will County are digitally recorded, so the extensive, competent, public record evidence exists relative to the hearings, as well as the pleadings filed by Codilis & Associates and orders allegedly signed by Judge Siegel, if not forged by William McAlister.

I believe the Judicial Inquiry Board should find that all of Judge Siegel's foreclosure rulings are VOID, based on his blatant judicial bias in violation of Rule 63.

Respectfully submitted,



Lauren L. Scheffers

LIST OF ENCLOSURES

1. Judicial Complaint Form (4 pgs.)
2. List of Exhibits (3 pgs.)

State of Illinois
Judicial Inquiry Board
100 West Randolph Street
Suite 14-500
Chicago, IL 60601
(312) 814-5554
(800) 227-9429
TDD (312) 814-1881
FAX (312) 814-5719

COMPLAINT AGAINST A JUDGE

Instructions: Please type or print all information. If you wish to provide documents to support your allegations, please attach copies of those documents. **We cannot return documents.** You must designate specifically the particular words, diagrams or pictures contained in any documentation submitted which substantiates your allegations. Documentation without the required designation will not be considered. **The Board's jurisdiction extends only to active Illinois Supreme Court Justices, Appellate Court Justices, and Circuit Court Judges.** Return Complaint to the above address.

Your Name: LAUREN L. SCHEFFERS

Address: 1305 MORNINGSTAR COURT

City: NAPERVILLE State: IL Zip: 60564

Daytime telephone: () C 630--212-5651

Evening telephone: () H 630-305-3401

I have information of possible misconduct or disability on the part of the following

Illinois judge:

First and Last Name of Judge: RICHARD J. SIEGEL

City and County: JOLIET, WILL COUNTY

Court Level: Supreme Court Appellate Court Circuit Court

STATEMENT OF FACT

1. When and where did this happen?

Date(s): 03/29/12 Time: APPROX. 3:30-4:30 PM

Location: RM. 129, WILL COUNTY CIRCUIT COURT ANNEX

2. If your information arises out of a court case, please answer these questions:

(a) What is the name and number of the case? 2

Case Name: BAC HOME LOANS SERVICING VS JAMES A. FABEL

Case Number: 09 CH 04310

(b) What kind of case is it? (Please check one below) CRIMINAL CONTEMPT OF COURT 12 CC 0004
ORDER INCORRECT

Criminal

Probate

Domestic Relations

Law

Juvenile

Municipal

Small Claims

Other (specify): FORECLOSURE / CRIMINAL CONTEMPT
OF COURT

(c) What is your relationship to the case?

Plaintiff / Petitioner

Defendant / Respondent

Attorney for: _____

Witness for: JAMES FABEL

Other (specify): TO REPORT FELONY UNDER
MISPRISON OF FELONY STATUTE

(d) If you were represented by an attorney in this matter at the time of the conduct of the Judge, please identify the attorney:

Name: N/A

Address: _____

Telephone Number: () _____

(e) Identify any other attorney(s) who represented you or any person involved in the case:

Name of Attorney: N/A

Address of Attorney: _____

Telephone Number: () _____

Attorney Represented: _____

3. List *documents that help support your information that the Judge has engaged in misconduct or has a disability, noting which ones you have attached:

SEE ATTACHED LIST OF EXHIBITS

***NOTE: Documents will not be returned. Please send copies only. You must designate specifically the particular words, diagrams or pictures contained in any documentation submitted which substantiates your allegations. Documentation without the required designation will not be considered**

4. Identify, if you can, any other witnesses to the conduct of the Judge:

Name: REPORT OF PROCEEDINGS

Address: ESTHER CODRIS ASSOCIATES ATTORNEYS

Telephone Number: () BAILIFF & CLERK OF COURT

5. Specify below the details of what the Judge did that you think constitutes misconduct or indicates disqualification: (Please type or print legibly - attach additional sheet if necessary):

SEE ATTACHED 5 PAGE REQUEST FOR AN
IMMEDIATE INVESTIGATION OF
JUDGE RICHARD J. SIEGEL FOR
COMMISSION OF A CLASS 7 FEEBLE AND
FOR MULTIPLE VIOLATIONS OF THE
JUDICIAL CODE OF CONDUCT

* * *

Your Signature: Lawrence G. Scheffers
Date: April 10, 2012

LIST OF EXHIBITS

KEY EXHIBITS:

1. 2012/02/29 Contempt of Court Order with wrong parties (see Group Exhibit 1.b.1) below) (1 pg.)
2. 2012/04/05 Contempt of Court Online Docket (1 pg.)
3. 2012/04/05 Notice of Filing, Copies of E-mails with print-outs of attached PDFS to Consumer Counsel, IAG, Re: **WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12**
 - a. Notice of Filing (1 pg.)
 - b. Certification of Service (1 pg.)
 - c. 2012/04/04 Letter to Judge Richard J. Siegel with Signature-Required Confirmation of Delivery of 2307 1770 0000 1052 1604 (1 pg.)
 - d. 2012/04/04 List of Enclosures (2 pgs.)
 - e. USPS Track & Confirm print-out (1 pg.)
4. 2011/09/07 Report of Proceedings, presiding Judge O'Leary's signature forged by William McAlister on order (see Group Exhibit 5.b.5) below), (3 pgs.)
5. 2010/11/22 Recusal Order by Judge Siegel under Rule 63 (see Group Exhibit 1.b.2) below) (3 pgs.)
6. 2007/11/18 Lender per Complaint was Bancgroup Mortgage, not the Plaintiff (see Group Exhibit 3.b.2) below) (1 pg.)
7. 2010/01/06 Judgment for Foreclosure and Sale for \$216,145.73 (1 pg.)
8. 2010/01/06 Only Certificate, not Affidavit, of Prove-up (see Group Exhibit 3.b.3) below) (1 pg.)
9. 2012/02/21 Notice of Motion, for "Order Substituting Party Plaintiff, order confirming the judicial sale and for entry of an order of possession" (see Group Exhibit 4.b.2) below) (4 of 7 pgs.)

NOTE: NO MOTION FOR A PERSONAL DEFICIENCY JUDGMENT WAS FILED, SERVED, OR BEFORE THE COURT
10. 2011/12/27 Sheriff's Report of Sale and Distribution filed by Dunn, Martin with "robo-signed" ink stamp "signature" of Sheriff Kaupus that includes undocumented "post judgment advances of \$12,933.49" in "Deficiency pursuant to Plaintiff's calculations" of \$156,704.26
11. **Judge Siegel Order granting Personal Deficiency Judgment of \$231,200, not the \$156,704.26 stated by McAlister per Dunn, Martin, but still includes the Dunn, Martin \$12,933.40 "post judgment advances" (see Group Exhibit 4.3.b) below), (3 pgs.)**

NOTE: THIS ORDER IS THE EXPLICIT COMMISSION OF A CLASS 1 FELONY BY JUDGE SIEGEL
12. 2010/11/16 Report of Proceedings, presiding Judge Siegel (11 pgs.)
13. 2012/04/04, 11. Illinois Supreme Court Mortgage Foreclosure Committee Proposals (2 pgs.)

LIST OF EXHIBITS (CON'T.)

GROUP EXHIBIT 1

1. 2012/04/03 E-mail 1 of 6 to Thomas P. James, Consumer Counsel, Illinois Consumer Fraud Bureau, Illinois Attorney General
 - a. 2012/04/03, Subject: **SCHEFFERS 1 of 6/WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12** (4 pgs.)
 - b. Printout of scanned document attachments (13 pgs.)
 - 1) Scheffers20120229ContCourtOrderAst.pdf (1 pg.)
 - 2) Solar20111012SiegelRecusalOrderAst.pdf (3 pgs.)
 - 3) SchefferCrimContemptCourtCase20120229
OnlineDocket20120307.pdf (2 pgs.)
 - 4) ScheffersCrimContemptCourt20120229OrderLtr0307.pdf
(3 pgs.)
 - 5) ScheffersCrimContemptCourt20120229
OnlineDocket20120318Ast.pdf (3 pgs.)
 - 6) Faber20120229OrderTimestampAst.pdf (1 pg.)

GROUP EXHIBIT 2

2. 2012/04/03 E-mail 2 of 6 to Thomas P. James, Consumer Counsel, Illinois Consumer Fraud Bureau, Illinois Attorney General
 - a. 2012/04/03, Subject: **SCHEFFERS 2 of 6/WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12** (2 pgs.)
 - b. Printout of scanned document attachments (24 pgs.)
 - 1) ScheffersCrimContemptCourt20120229TranscriptAst.pdf
(24 pgs.)

GROUP EXHIBIT 3

3. 2012/04/03 E-mail 3 of 6 to Thomas P. James, Consumer Counsel, Illinois Consumer Fraud Bureau, Illinois Attorney General
 - a. 2012/04/03, Subject: **SCHEFFERS 3 of 6/WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12** (1 pg.)
 - b. Printout of scanned document attachments (46 pgs.)
 - 1) 325hillside020212noticeoffilingmotion.pdf (44 pgs.)
 - 2) Faber20071118MortgageBancGroupAst.pdf (1 pg.)
 - 3) Faber20100106CerttoProve-Up.pdf (1 pg.)

LIST OF EXHIBITS (CON'T.)

GROUP EXHIBIT 4

4. 2012/04/03 E-mail 4 of 6 to Thomas P. James, Consumer Counsel, Illinois Consumer Fraud Bureau, Illinois Attorney General
- a. 2012/04/03, Subject: **SCHEFFERS 4 of 6/WILL COUNTY JUDGE SIEGEL COMMITTED CLASS I FELONY ON 02/29/12** (4 pgs.)
- b. Printout of scanned document attachments (31 pgs.)
- 1) Faber20120215CodilisReplyAst.pdf (18 pgs.)
 - 2) Faber20120221NOMMotionforApprovingSale.pdf (7 pgs.)
 - 3) Faber20120229OrderApproveSale-PossessionAst.pdf (3 pgs.)
 - 4) Faber20111230CodilisAssignmentofCertSale.pdf (2 pgs.)
 - 5) Faber20120106Motion2SubstitutePartyPlaintiffAst.pdf (1 pg.)

GROUP EXHIBIT 5

5. 2012/04/03 E-mail 5 of 6 to Thomas P. James, Consumer Counsel, Illinois Consumer Fraud Bureau, Illinois Attorney General
- a. 2012/04/03, Subject: **SCHEFFERS 5 of 6/WILL COUNTY JUDGE SIEGEL COMMITTED CLASS I FELONY ON 02/29/12** (4 pgs.)
- b. Printout of scanned document attachments (11 pgs.)
- 1) Faber20100106JudgmentFCSale216145.73.pdf (1 pg.)
 - 2) Faber20111227SheriffsPkgAst.pdf (2 pgs.)
 - 3) Faber20120203IAGEmailReMcAlisterExtortionThreatAst.pdf (2 pgs.)
 - 4) Faber20120229OrderApproveSale-PossessionAst.pdf (3 pgs.)
 - 5) Solar20111012OLeary0907TranscriptAst.pdf (3 pgs.)

GROUP EXHIBIT 6

6. 2012/04/03 E-mail 6 of 6 to Thomas P. James, Consumer Counsel, Illinois Consumer Fraud Bureau, Illinois Attorney General
- a. 2012/04/03, Subject: **SCHEFFERS 6 of 6/WILL COUNTY JUDGE SIEGEL COMMITTED CLASS I FELONY ON 02/29/12** (1 pg.)
- b. Printout of scanned document attachments (22 pgs.)
- 1) Arambula20120227Motion2Dismiss3Count.pdf (15 pgs.)
 - 2) Arambula20120229TranscriptAst.pdf (6 pgs.)
 - 3) Arambula20120229Order.pdf (1 pg.)

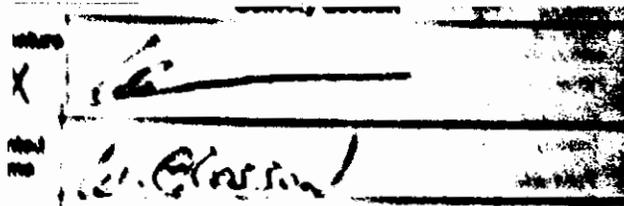


Date: 04/13/2012

LAUREN SCHEFFERS:

The following is in response to your 04/12/2012 request for delivery information on your Signature Confirmation(TM) item number 2301 0370 0001 1704 5150. The delivery record shows that this item was delivered on 04/13/2012 at 03:38 PM in CHICAGO, IL 60601 to W CROSSON. The scanned image of the recipient information is provided below.

Signature of Recipient: X



Address of Recipient:



Thank you for selecting the Postal Service for your mailing needs. If you require additional assistance, please contact your local Post Office or postal representative.

Sincerely,

United States Postal Service

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

Bank of America, N.A., successor by merger to BAC Home
Loans Servicing, L.P. USA Countrywide Home Loans
Servicing, L.P.

PLAINTIFF

VS

James A. Faber; UNKNOWN OWNERS
AND NON RECORDED CLAIMANTS.

DEFENDANTS

LAUREN SCHEFFERS
DEFENDANT

) Case: 2009CH0004310

) Judge Richard J. Siegel

) Case: 2012CH000004

) Judge Richard J. Siegel

NOTICE OF FILING

To: **By hand delivery**
Judge Richard J. Siegel
Will County Annex, Room 213
57 N. Ottawa,
Joliet, IL 60432

By e-mail
"Codilis & Associates, P.C."
<codilis-il@il.eslegal.com>
"William McAlister"
<bill.mcalister@il.eslegal.com>

PLEASE TAKE NOTICE that on April 5, 2012, the undersigned filed in person with the Clerk of the Circuit Court of Will County, Illinois, Copies of 6 E-mails with print-outs of attached PDFs to Consumer Counsel, TAG, Re: **WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY** - ON 02/29/12, copies of which were served upon Judge Richard J. Siegel on April 5, 2012 by signature-required, USPS Priority Mail. Courtesy copies have also been provided for the Honorable Chief Judge Gerald R. Kinney, the Honorable Judge Susan T. O'Leary, and the Honorable Judge Raymond E. Rossi.



Lauren L. Scheffers
1205 Morningstar Ct.
Naperville, IL 60564
H 630-305-3401

CERTIFICATION OF SERVICE

The undersigned, a non-attorney, certifies that she caused a true copy of the foregoing instrument, *Notice of Filing Copies of 6 E-mails with print-outs of attached PDFs to Consumer Counsel, IAG, Re: WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12* to be served upon:

Judge Richard J. Siegel
Will County Annex, Room 213
57 N. Ottawa,
Joliet, IL 60432

by hand delivery to a Clerk of the Will County Circuit Court in Room 213 of the Will County Annex at 57 N. Ottawa, Joliet, IL 60432 prior to 4:30 p.m. this 5th day of April, 2012, and to

Codilis & Associates, P.C.

by e-mail to "Codilis@ Associates, P.C." <Codilis-il@il-cslegal.com> prior to midnight this 5th day of April, 2012, and to

William McAlister

by e-mail to "William McAlister" <bill.mcalister@il.cslegal.com> prior to midnight this 5th day of April, 2012.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
H 630-305-3401

Case 2012CH000004, Filed 02/29/12

Date: April 4, 2012

To: Judge Richard J. Siegel
c/o Chief Judge Gerald R. Kinney
Will County Courthouse
14 West Jefferson Street, Room 439
City, State, Zip: Joliet, IL 60432

Signature Required

Confirmation # 2307 1770 0000 1052 1604

Re: WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY
ON 02/29/12
Case 2012CH000004, Criminal Contempt of Court
Case 2009CH004310 Deficiency Judgment

Dear Judge Siegel:

Please consider this service upon you of the 6 e-mails (re: WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12) with print-outs of the scanned PDF documents that were attached.

Please note that those 6 e-mails have already been sent to Thomas P. James, Consumer Counsel, Consumer Fraud Bureau of the Illinois Attorney General, regarding your Honor's three Orders on February 29, 2012:

1. Case 2012CH000004, Criminal Contempt of Court,
2. Case 2009CH004310, Deficiency Judgment, and
3. Case 2011CH004487, Denial of Motion to Dismiss.

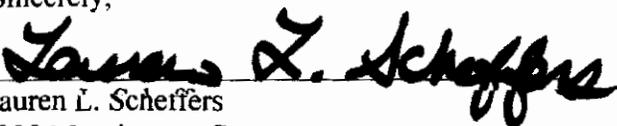
Per the public record, your Honor has made it quite clear that it is your Honor who is in Contempt of Court as to enforcing the Rule of Law in the foreclosure courtroom of the 12th Judicial Circuit Court of Will County.

These documents will be filed as part of the public record for Case 2012CH000004 that was published vs. purged per your Order.

These documents will also be submitted to the Judicial Inquiry Board in addition to your Honor's violations and recusal in my own foreclosure case, 2009CH003797.

As I have consistently stated, I will also be publishing many of the pleadings and transcripts on the Internet, as well.

Sincerely,


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
H 630-305-3401

Page 1

LIST OF ENCLOSURES

1. 2012/04/03 E-mail 1 of 6 to Thomas P. James, Consumer Counsel, Illinois Consumer Fraud Bureau, Illinois Attorney General
 - a. 2012/04/03, Subject: SCHEFFERS 1 of 6/WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12 (4 pgs.)
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 - 1) Scheffers20120229ContCourtOrderAst.pdf (1 pg.)
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 - 4) ScheffersCrimContemptCourt20120229OrderLtr0307.pdf (3 pgs.)
 - 5) ScheffersCrimContemptCourt20120229OnlineDocket20120318Ast.pdf (3 pgs.)
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 - 1) Arambula20120227MotionDismissCourt.pdf (15 pgs.)
 - 2) Arambula20120229TranscriptAst.pdf (6 pgs.)
 - 3) Arambula20120229Order.pdf (1 pg.)

James, Thomas P., 03:11 PM 4/3/2012, SCHEFFERS 1 of 6/WILL COUNTY JUDGE SIEGEL COMMITTE

To: "James, Thomas P." <TJames@atg.state.il.us>
From: Lauren Scheffers <LaurenScheffers@yahoo.com>
Subject: SCHEFFERS 1 of 6/WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12
Cc: "William McAlister" <bill.mcalister@il.cslegal.com>, "Codilis and Associates, P.C." <codilis-il@il.cslegal.com>, Peter M. Kellett <pkellett@dykema.com>, Richard E. Gottlieb <rgottlieb@dykema.com>, "Rex E. Schlaybaugh, Jr." <rschlaybaugh@dykema.com>, pstanton@dykema.com, ajonker@dykema.com, jdougherty@dykema.com, "Dunn, Martin, Miller & Heathcock" <marmil4@sbcglobal.net>, "Morrie Much" <mmuch@muchshelist.com>, "Robert J. Emanuel" <remanuel@muchshelist.com>, "Terry L. Engel" <engel@dlec.com>, "Paul M. Levy" <levy@dlec.com>, "Joel A. Stein" <stein@dlec.com>, Freedman Anselmo Lindberg <foreclosures@fal-illinois.com>, FAL-illinois <fal-illinois.com@domainsbyproxy.com>, "Will County Sheriff" <jlf1075@yahoo.com>, "Will County State's Attorney" <kcrone@willcountyillinois.com>

Attached: C:\Documents and Settings\LAUREN\Desktop\Scheffers20120229ContCourtOrderAst.pdf; C:\Documents and Settings\LAUREN\Desktop\Solar20111012SiegelRecusalOrderAst.pdf; C:\Documents and Settings\LAUREN\Desktop\SchefferCrimContemptCourtCase20120229OnlineDocket20120307.pdf; C:\Documents and Settings\LAUREN\Desktop\ScheffersCrimContemptCourt20120229OrderLtr0307.pdf; C:\Documents and Settings\LAUREN\Desktop\ScheffersCrimContemptCourt20120229OnlineDocket20120318Ast.pdf; C:\Documents and Settings\LAUREN\Desktop\Faber20120229OrderTimestampAst.pdf;

Mr. James,

I am writing you today as required by the U.S. Code, Title 18, Crimes and Criminal Procedure (Federal Rules of Civil Procedure, Ill. Pleadings and Motions, Rule 11, Section 4: Misprision of felony:

Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both.

As required by that federal statute, I notified Judge Siegel at the bench of fraud relative to Case 09CH 4310 on February 29, 2012 (see pg. 19 in ScheffersCrimContemptCourt20120229TranscriptAst.pdf attached to the following e-mail 2 of 6).

If Judge Siegel had actually read Plaintiff's Reply to Defendant's Response (see Faber20120215Codilis ReplyAst.pdf attached to the following e-mail 4 of 6) submitted by Codilis Attorney William McAlister ("McAlister"), Judge Siegel would have known why I was in court that day. McAlister's Reply specifically referenced me by name as to my not being a lawyer, thereby "opening the door" for my participation in the hearing.

McAlister also made good on his e-mailed extortion threat to Faber as previously submitted to you (see Faber20120203IAGEmailReMcAlisterExtortionThreatAst.pdf attached to the following e-

mail 5 of 6).

However, per the public record, McAlister never submitted a verified Motion for a Deficiency Judgment.

Yet, per the transcript (see ScheffersCrimContemptCourt20120229TranscriptAst.pdf attached to the following e-mail 2 of 6) and the public record, Judge Siegel's response was to have me arrested for Direct Criminal Contempt of Court (see attached Scheffers20120229ContCourtOrderAst.pdf)

Pg. 19

LAUREN SCHEFFERS: Your Honor, you may remember me. This is fraud. This is--

THE COURT: Ma'am, you are --

LAUREN SCHEFFERS: I don't care. This is --

THE COURT: Call the sheriff, please.

LAUREN SCHEFFERS: They already know me.

THE COURT: That's good. Then they can know you as they bring you down to jail for contempt of court.

LAUREN SCHEFFERS: **Well, you are <sic> contempt because you have not read the pleadings.** And this is turned in to the Illinois Attorney General... I am leaving.

THE COURT: No, you are not, ma'am.

LAUREN SCHEFFERS: This is fraudulent.

THE COURT: Will you please escort her to the sheriff's office. She is found in contempt of court.

Pg. 20

THE SHERIFF: Pardon?

THE COURT: This lady is in contempt of court.

THE SHERIFF: You want her arrested?

THE COURT: Yes.

(Ms. Scheffers was escorted out of the courtroom by the Sheriff.)

MR. McALISTER: Your Honor, do you need a draft order as to that or no?

THE COURT: Well, there should be an order simply confirming the sale, and that --

MR. McALISTER: The contempt of court?

THE COURT: Yeah, there should be.

MR. McAlister: Okay. Would the Court like me to draft that?

THE COURT: Please.

Mr. McALISTER: I will note that Ms. Scheffers is a non party to the case

NOTE: MCALISTER LIED TO JUDGE SIEGEL - MCALISTER'S REFERENCES TO ME IN HIS PLAINTIFF'S REPLY MADE ME PARTY TO THE CASE (see Faber20120215CodilisReplyAst.pdf attached to the following e-mail 4 of 6).

Outside of the foreclosure hearing court room, Room 129, I was placed in handcuffs.

Per page 20 of the transcript (see ScheffersCrimContemptCourt20120229TranscriptAst.pdf in the following e-mail 2 of 6), I was escorted by the Sheriff back into the courtroom to appear before Judge Siegel again, this time in handcuffs.

Per page 21 of the transcript (see ScheffersCrimContemptCourt20120229TranscriptAst.pdf in

the following e-mail 2 of 6), undocumentated for the record, yet again, that Judge Siegel had failed to read the pleadings and reminded Judge Siegel that he had recused himself from my case, 09CH3797:

LAUREN SCHEFFERS: I apologize for what I said. I didn't think you read the pleadings at all. You are well aware of me. You recused yourself in my case.

See Judge Siegel's Order recusing himself from my Case (see attached Solar20111012Siege RecusalOrderAst.pdf) after almost a full year of hearings.

Per pages 22-23 of that same transcript (see ScheffersCrimContemptCourt20120229TranscriptAst.pdf in the following e-mail 2 of 6), Judge Siegel made REPEATED STATEMENTS that the Criminal Contempt Order would be PURGED:

Pg. 22

THE COURT: I am willing to purge the contempt and let you go.

Pg. 23

THE COURT: I am willing to purge the contempt.

THE COURT: Show the contempt is purged.

Yet, instead of the Criminal Contempt of Court Order, 12CH00004, against me being purged, it appears that someone from Codilis & Associates, likely McAlister, actually recorded the Criminal Contempt of Court Order in the public record at 4:23 p.m. on February 29, 2012 (see attached Scheffers20120229ContCourtOrderAst.pdf).

The Order for the James A. Faber ("Faber") Case, 09CH4310, was recorded with the exact same time, 4:23 p.m., on February 29, 2012 (see attached Faber20120229OrderTimestampAst.pdf).

The clerks of the 12th Judicial Circuit Court appeared "confused", since the Online Docket originally not only incorrectly stated that the February 29, 2012 Order was for INDIRECT CONTEMPT OF COURT (see attached ScheffersCrimContemptCourtCase20120229OnlineDocket20120307.pdf), it stated that a letter had been mailed to me on February 29, 2012, when the letter was actually not mailed to me until March 7, 2012 (see attached ScheffersCrimContemptCourt20120229OrderLtr0307.pdf).

At some point, the Online Docket was "corrected" (vs. PURGED) so that the Order specified CRIMINAL CONTEMPT OF COURT (see attached ScheffersCrimContemptCourt20120229OnlineDocket20120318Ast.pdf).

Per page 22 of the transcript (see ScheffersCrimContemptCourt20120229TranscriptAst.pdf attached to the following e-mail 2 of 6), Judge Siegel cited an entire list of formal complaints I have filed, **all filed as required by the federal Misprision of Felony statute:**

THE COURT: Now, I understand you have some differences in opinion with us, with the Sheriff, with the State's Attorney, with the Judges of the Federal and the State Courts, the Appellate Court, the Supreme Court. That may be. Maybe you have a good basis for it. Maybe not.

Mr. James, what did Judge Siegel expect me to do, when the Criminal Contempt of Court order was made a part of my permanent, public record, instead of being purged per Judge Siegel's own REPEATED STATEMENTS ON THE RECORD?

Lauren Scheffers

James, Thomas P., 03:23 PM 4/3/2012, SCHEFFERS 2 of 6/WILL COUNTY JUDGE SIEGEL COMMIT

To: "James, Thomas P." <TJames@atg.state.il.us>
From: Lauren Scheffers <LaurenScheffers@yahoo.com>
Subject: SCHEFFERS 2 of 6/WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12
Cc: "William McAlister" <bill.mcalister@il.cslegal.com>, "Codilis and Associates, P.C." <codilis-il@il.cslegal.com>, Peter M. Kellett <pkellett@dykema.com>, Richard E. Gottlieb <rgottlieb@dykema.com>, "Rex E. Schlaybaugh, Jr." <rschlaybaugh@dykema.com>, pstanton@dykema.com, ajonker@dykema.com, jdougherty@dykema.com, "Dunn, Martin, Miller & Heathcock" <marril4@sbcglobal.net>, "Morrie Much" <mmuch@muchshelist.com>, "Robert J. Emanuel" <remanuel@muchshelist.com>, "Terry L. Engel" <engel@dlc.com>, "Paul M. Levy" <levy@dlc.com>, "Joel A. Stein" <stein@dlc.com>, Freedman Anselmo Lindberg <foreclosures@fal-illinois.com>, FAL-illinois <fal-illinois.com@domainsbyproxy.com>, "Will County Sheriff" <jlf1075@yahoo.com>, "Will County State's Attorney" <cherijohnson@willcountysao.com>
~~See Lauren Scheffers' e-mail to [redacted]~~
Attached: C:\Documents and Settings\LAUREN\Desktop\ScheffersCrimContemptCourt20120229TranscriptAst.pdf;

Mr. James,

When I received the 24 page transcript for February 29, 2012 (see attached ScheffersCrimContemptCourt20120229TranscriptAst.pdf), it was even more mind-boggling than what I had heard from the back of the court room.

Clearly, Judge Siegel had never even glanced at either Faber's Response (see 325hillside020212noticeoffilingmotion.pdf attached to the following e-mail 3 of 6) or McAlister's Reply (see pages 4-5 of Faber20120215CodilisReplyAst.pdf attached to the following e-mail 4 of 5), since both pleadings specified me by name.

Therefore, Judge Siegel blatantly violated Faber's Rights to Due Process under the Constitution, thereby violating Judge Siegel's oath of office, Rule 63, and committing treason against the Constitution.

Mr. James, given the "national mortgage settlement", no mention has been made of the fact that in the 23 judicial states, such as Illinois, every wrongful foreclosure was based on a judicial order.

As the public record clearly demonstrates, Judge Siegel knowingly violated his oath of office by routinely acting as counsel for the Plaintiffs.

When Judge Siegel personally calculated the \$131,200.00 deficiency with no personal knowledge of any amount and signed the Order including that \$131,200.00 Deficiency Amount, Judge Siegel explicitly committed a Class 1 Felony pursuant to Public Act 096-1551, effective July 1, 2011.

McAlister had already committed a Class X Felony for being an organizer of an aggravated fraud conspiracy pursuant to Public Act 096-1551, effective July 1, 2011.

As I have cited in numerous pleadings:

The U.S. Supreme Court has stated that "No state legislator or executive or judicial officer can war against the Constitution without violating his undertaking to support it." Cooper v. Aaron, 358 U.S. 1, 78 S.Ct. 1401 (1958).

*Any judge who does not comply with his oath to the Constitution of the United States wars against that Constitution and engages in acts in violation of the Supreme Law of the Land. The judge is engaged in acts of treason. Having taken at least two, if not three, oaths of office to support the Constitution of the United States, and the Constitution of the State of Illinois, any judge who has acted in violation of the Constitution is engaged in an act or acts of treason (see below). **If a judge does not fully comply with the Constitution, then his orders are void, in re Sawyer, 124 U.S. 200 (1888), he/she is without jurisdiction, and he/she has engaged in an act or acts of treason.***

Therefore, the Illinois Attorney General has jurisdiction to file a Criminal Injunction against Judge Siegel.

In addition, I have previously documented in the public record of my Case 09CH3797 that my Rights to Due Process have been violated at all levels in the Illinois Judicial System, 12th/18th Judicial Circuit Courts, 2nd/3rd Appellate Courts, and both of appeals to the Supreme Court of Illinois.

All judges/justices in all of those Courts have demonstrated blatant contempt for the Rule of Law in Illinois and have blatantly committed treason against the Constitution. If the Rule of Law is no longer supported in the courts of Illinois, it should come as no surprise that the State of Illinois is in extreme financial trouble.

Mr. James, as I have stated previously, all foreclosure hearings in the 12th Judicial Circuit Court of Will County are digitally recorded, so there is extensive competent evidence as to Judge Siegel's blatant bias against foreclosure defendants, whether or not they are represented by counsel.

There are security videos of the foreclosure courts, as well. However, I don't know how long they are maintained.

Based on the transcripts and the orders signed by Judge Siegel in Faber's case, 09CH4310, Thomas Hamming's case, 09CH5661, Gladys Arambula's case, 11CH4487, and in my case, 09CH3797, Judge Siegel is an accessory to the criminal enterprises organized by the foreclosure mill law firms of Codilis & Associates; Freedman & Anselmo et al; and Pierce & Associates on a daily basis.

Therefore, the Illinois Attorney General should also file Criminal Indictments against those foreclosure mill law firms, as other Attorneys General from Nevada and Missouri have filed against Lender Processing Services (LPS) and/or DocX.

Lauren Scheffers

James, Thomas P., 03:213 PM 4/3/2012, SCHEFFERS 3 of 6/WILL COUNTY JUDGE SIEGEL COMMIT

To: "James, Thomas P." <TJames@aty.state.il.us>
From: Lauren Scheffers <LaurenScheffers@yahoo.com>
Subject: SCHEFFERS 3 of 6/WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12
Cc: "William McAlister" <bill.mcalister@il.cslegal.com>, "Codilis and Associates, P.C." <codilis-il@il.cslegal.com>, Peter M. Kellett <pkellett@dykema.com>, Richard E. Gottlieb <rgottlieb@dykema.com>, "Rex E. Schlaybaugh, Jr." <rschlaybaugh@dykema.com>, pstanton@dykema.com, ajonker@dykema.com, jdougherty@dykema.com, "Dunn, Martin, Miller & Heathcock" <marmil4@sbcglobal.net>, "Morrie Much" <mmuch@muchshelist.com>, "Robert J. Emanuel" <remanuel@muchshelist.com>, "Terry L. Engel" <engel@dlec.com>, "Paul M. Levy" <levy@dlec.com>, "Joel A. Stein" <stein@dlec.com>, Freedman Anselmo Lindberg <foreclosures@fal-illinois.com>, FAI-Illinois <fal-illinois.com@domainsbyproxy.com>, "Will County Sheriff" <jlf1075@yahoo.com>, "Will County State's Attorney" <kcrone@willcountyillinois.com>

Attached: C:\Documents and Settings\LAUREN\Desktop\325hillside020212noticeoffilingmotion.pdf; C:\Documents and Settings\LAUREN\Desktop\Faber20071118MortgageBancGroupAst.pdf; C:\Documents and Settings\LAUREN\Desktop\Faber20100106CertofProve-Up.pdf;

Mr. James,

Please see Defendant Faber's Response to the Motion to Approve the Sale that was previously e-mailed to you (see attached 325hillside020212noticeoffilingmotion.pdf). In particular, note that the Response was submitted under Section 1-109 Certification.

NOTE: Per Exhibit A of the Complaint, the original lender was Mortgage Banc Group (see attached Faber20071118MortgageBancGroupAst.pdf), which is not the Plaintiff in Faber's Case 09CH4310. There is no assignment in the Will County property records where Mortgage Banc Group was Assignor to any other party.

Therefore, all rulings in Case 09CH4310 are void, because neither the original Plaintiff nor the substituted Plaintiff had legal standing to foreclose.

Also note the Exhibits, particularly the Assignment that was fabricated by McAlister himself as "Authorized Signator" for Mortgage Electronic Registration Systems with Mortgage Electronic Registration Systems as Assignor (not the lender, Mortgage Banc Group) to his client as Assignee and recorded in the Will County property records.

The Certificate of Prove-Up (see attached Faber20100106CertofProve-Up.pdf) that was submitted in support of the Judgment for Foreclosure and Sale did not include any support for the judgment amount of \$216,145.73, presumably because there was no intent to request a verified deficiency judgment.

Lauren Scheffers

I expected to go up to the bench when the pleadings for Case 09Ch4310 were discussed, relative to McAlister's Reply that did not deny the Class X felony. Instead, McAlister's Reply specifically discussed my not being an attorney, which is not required under federal misprision of felony statutes.

Throughout the first 14 pages of the February 29, 2012 transcript (see ScheffersCrimContemptCourt20120229TranscriptAst.pdf attached to the previous e-mail 2 of 6), Judge Siegel acted as counsel for the Plaintiff, including a multitude of interruptions of/derogatory statements about Faber as Defendant, a blatant violation of the judicial impartiality and litigant treatment required by Rule 63.

More importantly, since McAlister mostly observed Judge Siegel's litigation as counsel for the Plaintiff, my name was never brought up, which would have allowed me to approach the bench.

Starting around page 14 of the transcript (see ScheffersCrimContemptCourt20120229TranscriptAst.pdf attached to the previous e-mail 2 of 6), instead of Judge Siegel routinely signing an Order requiring McAlister to submit a verified Motion for Deficiency Judgment, Judge Siegel started to "cross-examine" McAlister relative to the \$156,704.26 amount of the alleged deficiency.

Mr. James, please pay particular attention to the truly mind-boggling pages 16-19 of the transcript (see ScheffersCrimContemptCourt20120229TranscriptAst.pdf attached to the previous e-mail 2 of 6)

On page 16 of the transcript, lines 10-12, McAlister actually states:

MR. McALISTER: Well, the deficiency we are seeking from the Court is \$156,704.26. If the Court wishes to knock that down--"

Apparently, McAlister believes that any amount may be picked "out of the air" for a Deficiency Judgment.

I have retyped the transcript lines from pages 16-19 that not only demonstrate the total violation of Faber's rights to due process, but that Judge Siegel committed a Class 1 felony when he granted the Personal Deficiency that Judge Siegel personally calculated (see the attached Faber20120229OrderApproveSale-PossessionAst.pdf.)

THE COURT: All right. And the amount that actually went to sale from which one 112 is subtracted to get the deficiency is how much?

THE COURT: Well, that is what I am looking at here because if then it went to sale at a value of roughly 158 or 268 rather --

Mr. McALISTER: A value of 268?

THE COURT: Well, if you are seeking 156,000 deficiency, there was 112 bid.

MR. McALISTER: Yes.

THE COURT: Then the bid plus the deficiency should equal the amount that it went to sale at.

MR. McALISTER: No, it shouldn't, not for 151508, absolutely not, absolutely not.

THE COURT: Well, wait a minute. You are seeking \$156,000 deficiency.

MR. McALISTEER: Yes.

THE COURT: Okay. Besides that, there was \$112 paid.

MR. McALISTEER: Yes.

THE COURT: So the amount that the sheriff took the thing to sale at had to have been \$248,000 <sic>.

MR. McALISTEER: No. Well, your Honor, I think you are not reading the statute. 151508 basically states that any order confirming a sale, the Court shall enter personal deficiency against any party if I will authorize the extent request in complaint and proven upon -- of the report of sale. It has nothing to do, and it's really a shell part of the statute. It is not -- no discretion.

THE COURT: There is some number from which you subtracted 112,000 to get a deficiency judgment. I want to know what number you subtracted 112,000 to come up with the deficiency. It didn't just come out of the air.

MR. McALISTEER: True. Well, the total amount due was --

THE COURT: The total amount due, which may have included interest, taxes, et cetera, et cetera. There was some number that went to the sheriff. He subtracted your bid from, and then it came up with a deficiency.

MR. McALISTEER: And that will be on the report of sale, your Honor.

JAMES FABER: The only one that I saw was 216,143. That was the only one that I saw.

MR. McALISTEER: Well, the report of sale will have it. I am not sure I have that. And the report of sale will state how much.

THE COURT: Sheriff's report of sale.

JAMES FABER: It doesn't say.

THE COURT: Well, it says deficiency, pursuant to plaintiff's calculations, is 156. So what were those calculations? I mean, as I see it, it had to have been 268 something.

MR. McALISTEER: Yeah, \$268,704.26 your Honor, was the amount.

THE COURT: Okay. Now, do you know, of that 268, how much is attributable towards taxes that have not been paid?

MR. McALISTEER: That would be part of the advancements that is listed.

THE COURT: Right. And that is what brought it from 216 up to 268.

MR. McALISTEER: Yeah. The judgment is over two years old. And also, interest at 9 percent. I can't tell exactly.

THE COURT: All right. I am going to show a deficiency of \$131,200.

MR. McALISTEER: All right. 131,200. Thank you, your Honor.

THE COURT: Okay.

Mr. James, it should be quite obvious why I approached the bench relative to fraud based on the discussion above. How could I sit by and do nothing?

LAUREN SCHEFFERS: Your Honor, you may remember me. This is fraud. This is --

Judge Siegel went far beyond judicial impartiality, when Judge Siegel allegedly signed an Order with a Deficiency Judgment of \$231,200 based on personal calculations with no personal knowledge or verification of any amount from the Judgment for Foreclosure and Sale of Dunn, Martin's addition of \$122,933.49 of "post judgment advances".

See my commentary in Judge Siegel's February 29, 2012 Order (see attached Faber20120229OrderApproveSale-PossessionAst.pdf), as supported by the transcript (see ScheffersCrimContemptCourt20120229TranscriptAst.pdf attached to the previous e-mail 2 of 6)

Judge Siegel's February 29, 2012 Order (see attached Faber20120229OrderApproveSale-PossessionAst.pdf) constituted an explicit commission of a Class 1 Felony by Judge Siegel.

NOTE: The 3-page, typewritten Order was not signed by any attorney, as required by Rule 137.

Mr. James, which party, IF ANY, has legal standing to foreclose and to take possession:

1. On December 30, 2011, Codilis & Associates recorded an Assignment of the Certificate of Sale (see attached Faber20111230CodilisAssignmentofCertSale.pdf) to the Federal Home Loan Mortgage Corporation, two months before the February 29, 2012 Order (see attached Faber20120229OrderApproveSale-PossessionAst.pdf) that approved the December 14, 2011 sale.
2. Yet, on January 6, 2012, Codilis & Associates filed/served a Motion to Substitute Party Plaintiff (see attached Faber20120106Motion2SubstitutePartyPlaintiffAst.pdf).

Mr. James, is the Federal Home Loan Mortgage Corporation the party entitled to take possession of the Faber's home 60 days from the February 29, 2012 Order?

Or is that Assignment of the Certificate of Sale to the Federal Home Loan Mortgage Corporation (see attached Faber20111230CodilisAssignmentofCertSale.pdf) yet another fraudulent property record in the Will County property records that was fabricated/recorded by Codilis & Associates?

QUESTION: WILL THE ILLINOIS ATTORNEY GENERAL STAND BY AND DO NOTHING TO STOP THE FRAUDULENT EVICTION OF JAMES FABER? OR WILL CRIMINAL INVESTIGATIONS BE INITIATED FOR THE ILLINOIS FORECLOSURE MILL LAW FIRMS AS ORGANIZERS OF FINANCIAL CRIMINAL ENTERPRISES?

Lauren Scheffers

\$ 52,658.53 EXCESS DEFICIENCY as submitted by McAlister and Dunn, Martin

QUESTION 1: How did Dunn, Martin have access to "Plaintiff's calculations" or to "post judgment advances of \$12,933.49"?

QUESTION 2: Did Dunn, Martin violate Rule 137 when it made the robo-signed Sheriff's Package part of the public record on December 27, 2011 with that alleged \$157,704.26 "deficiency" with only an robo-signed, ink stamp "signature" of Sheriff Kaupus?

QUESTION 3: When was Faber served a copy of that Sheriff's Package?

QUESTION 4: When, and how, did the Court get notified by Codilis/McAlister of that \$156,704.26 deficiency amount, when no Motion for a Deficiency Judgment is part of the public record/was served upon Faber/was included in the courtesy copy to Judge Siegel?

Per the transcript on February 29, 2011 (see ScheffersCrimContemptCourt20120229TranscriptAst.pdf attached to the previous e-mail 2 of 6). Judge Siegel personally calculated a deficiency of/signed an order for \$131,200.00, in total violation of Rule 63.

DEFICIENCY \$131,200.00
- 104,145.73

\$ 27,054.27 EXCESS DEFICIENCY PER JUDGE SIEGEL'S CALCULATION/ORDER

In personally calculating /signing a Deficiency Judgment order for \$27,054.27 more than the judgment, including the \$12,933.49 "post judgment advances" per Dunn, Martin, Judge Siegel committed a Class 1 Felony pursuant to Public Act 096-1551, effective July 1, 2011.

Per page 17, lines 23-24 of the transcript (see ScheffersCrimContemptCourt20120229TranscriptAst.pdf attached to the previous e-mail 2 of 6) Judge Siegel's "explanation" as to any deficiency judgment was as follows:

THE COURT: The total amount due, which may have included interest, taxes, et cetera, et cetera.

McAlister had already committed a Class X Felony for being an organizer of an aggravated fraud conspiracy pursuant to Public Act 096-1551, effective July 1, 2011.

McAlister's extortion threat of February 3, 2012 (see attached Faber20120203IAGEmailReMcAlisterExtortionThreatAst.pdf) was documented in McAlister's Reply, **with no Motion submitted to Judge Siegel for any such order.**

McAlister stated in lines 17-18 of page 13 of the transcript (see ScheffersCrimContemptCourt20120229TranscriptAst.pdf attached to the previous e-mail 2 of 6):

MR. McAlister: You see, an affidavit is not required. I am not sure if the gentleman gets that.

That may be true, UNLESS A DEFICIENCY JUDGMENT IS REQUESTED, particularly when there was NO VERIFIED MOTION FOR A DEFICIENCY JUDGMENT ever submitted to the Court.

Therefore, Judge Siegel's Order for a Deficiency Judgment of \$131,200 the Judge Siegel personally calculated was signed when no such Motion was before the Court. It was not included in the Complaint and not any dollar amount was proven as required by Section 15-1508 as cited by McAlister.

Per lines 20-21 on page 16 of the transcript (see ScheffersCrimContemptCourt20120229TranscriptAst.pdf attached to the previous e-mail 2 of 6), it appears that Judge Siegel may have never been asked to sign an order for a deficiency. Judge Siegel apparently thought that Dunn, Martin lists foreclosed property sales at the judgment amount of the court order, which in this case was \$216,145.73, when the property was listed with an original bid of only \$112,000 and sold for that amount:

THE COURT: Then the bid plus the deficiency should equal the amount that it went to sale at.

QUESTION: Has Judge Siegel ever signed an order for a Deficiency Judgment in any other foreclosure case? If not, why didn't Judge Siegel question why McAlister was asking for a deficiency, with zero documentation to verify the amount in Faber's case, particularly for a Defendant with an indigent order in the public record?

Again, Judge Siegel documented in the public record that he had failed to read the pleadings before ruling, because if McAlister's Reply included Exhibits that the property was worth \$130,000-140,000, but that the specified opening bid at the foreclosure sale was only \$112,000 and there were no third party bidders, so the alleged sale price was \$112,000.

QUESTION: If the specified opening bid had been only \$2,000, would Judge Siegel have granted a deficiency order for \$100,000 more?

Per the transcript (see ScheffersCrimContemptCourt20120229TranscriptAst.pdf attached to the previous e-mail 2 of 6), given the fact that the property sold for \$112,000 (well below its \$130,000 - \$140,000 market value), Judge Siegel questioned the basic arithmetic of how there could also be a \$156,000 deficiency, including \$13,000 in "post-judgment fees" as submitted to the Court by both McAlister and Dunn, Martin: $\$112,000 + \$156,000 = \$268,000$, when the judgment amount was \$216,479.53.

Per the transcript (see ScheffersCrimContemptCourt20120229TranscriptAst.pdf attached to the previous e-mail 2 of 6), Judge Siegel acted as counsel for the Plaintiff and personally calculated a "corrected" deficiency amount of \$131,200, when, obviously, Judge Siegel had no personal knowledge, WHATSOEVER, of any mortgage balance, ongoing interest, late fees, or real estate tax advances.

Yet, again, basic arithmetic of $\$112,000 + \$131,300 = \$243,300$ vs. the prior judgment amount of $\$216,479.53$.

In addition, it would appear that Judge Siegel routinely allows Codilis & Associates attorneys to forge his signature on orders, as Judge O'Leary documented on the record on September 7, 2011 (see attached Solar20111012OLeary0907TranscriptAst.pdf) as McAlister had done.

In that September 7, 2011 transcript, the Defendant's attorney acknowledged that the forged signature copy was meant for her.

It is my understanding that Judge Rossi also noted that forgery issue on the record, but I do not have enough information to identify which transcript to buy.

I couldn't understand how there could be two copies of orders, one for recording and a different one for the Defendant.

Based on the Order for Approval and Possession (but not for Deficiency Judgment) of February 29, 2012 (see attached Faber20120229OrderApproveSale-PossessionAst.pdf), it is now clear that Judge Siegel allows Codilis & Associates attorneys to routinely violate the basic Court procedure by failing to use the 3-part Order forms, which verifies that the Defendant receives a carbon copy of the Order.

Instead, McAlister submitted a single copy, 3 page typewritten document, that should have been filed with the Court as a Motion.

The Order recorded in the public record has numerous handwritten changes.

QUESTION 1: Did Judge Siegel actually sign the single copy, 3 page typewritten order, or was Judge Siegel's name forged by McAlister, yet again?

QUESTION 2: If Judge Siegel did sign the single copy, 3 page typewritten order, was it before or after the numerous handwritten changes?

QUESTION 3: Why would Judge Siegel ever sign a single copy, typewritten order vs. the requisite 3-part Order form?

Based on the transcripts and the orders signed by Judge Siegel in Faber's case, 09CH4310, and Thomas Hamming's case, 09CH5661, and in my case, 09CH3797, Judge Siegel is an accessory to the criminal enterprises organized by the foreclosure mill law firms of Codilis & Associates; Freedman & Anselmo et al; and Pierce & Associates on a daily basis.

Lauren Scheffers

James, Thomas P., 03:36 PM 4/3/2012, SCHEFFERS 6 of 6 /WILL COUNTY JUDGE SIEGEL COMM

To: "James, Thomas P." <TJames@atg.state.il.us>
From: Lauren Scheffers <LaurenScheffers@yahoo.com>
Subject: SCHEFFER: 3 6 of 6 /WILL COUNTY JUDGE SIEGEL COMMITTED CLASS 1 FELONY ON 02/29/12
Cc: "William McAlister" <bill.mcalister@il.cslegal.com>, "Codilis and Associates, P.C." <codilis-il@il.cslegal.com>, Prester M. Kellett <pkellett@dykema.com>, Richard E. Gottlieb <rgottlieb@dykema.com>, "Rex E. Schlaybaugh, Jr." <rschlaybaugh@dykema.com>, pstanton@dykema.com, ajonker@dykema.com, jdougherty@dykema.com, "Dunn, Martin, Miller & Heathcock" <marmil4@sbcglobal.net>, "Morrie Much" <mmuch@muchshelist.com>, "Robert J. Emanuel" <remanuel@muchshelist.com>, "Terry L. Engel" <engel@dlec.com>, "Paul M. Levy" <levy@dlec.com>, "Joel A. Stein" <stein@dlec.com>, Freedman Anselmo Lindberg <foreclosures@fal-illinois.com>, FAL-illinois <fal-illinois.com@domainsbyproxy.com>, "Will County Sheriff" <jlf10115@yahoo.com>, "Will County State's Attorney" <kcrone@willcountyillinois.com>

Attached: C:\Documents and Settings\LAUREN\Desktop\Arambula20120227Motion2Dismiss3Count.pdf; C:\Documents and Settings\LAUREN\Desktop\Arambula20120229TranscriptAst.pdf; C:\Documents and Settings\LAUREN\Desktop\Arambula20120229Order.pdf

Mr. James,

This was yet another case I heard in Judge Siegel's 1:30 p.m. call on February 29, 2012, while I was waiting 2 hours for Faber's case to be called. As always in the 15-20 hearings I have attended in Will County, I gave out my contact information to other foreclosure defendants and/or their attorneys and took notes as to case numbers where judicial error/bias was rampant.

Again, please see the Defendant's Motion to Dismiss (see attached Arambula20120227Motion2Dismiss3Count.pdf).

Then, skim yet another Siegel/McAlister transcript that is only 6 pages in length (see attached Arambula20120229TranscriptAst.pdf).

I specifically purchased the transcript for Judge Siegel's statement in lines 11-12 of page 1:

THE COURT: Okay. Well, what does standing have to do with anything here?

I purchased the transcript specifically for Judge Siegel's statement in lines 11-12 of page 1:

THE COURT: Okay. Well, what does standing have to do with anything here?

Then, Judge Siegel paraphrased Rule 137 to a Pro Se litigant.

THE COURT: All right. Well, you see, one of the things that, when you file a document, you are telling the Court that you swear that there is a good faith basis for filing this, and this is just not made up mumbo jumbo that somebody told you about.

Mr. James, CAN YOU IMAGINE WHAT JUDGE SIEGEL WOULD HAVE SAID/DONE IF A

PRO SE LITIGANT HAD FILED A PLEADING LIKE McALISTER'S REPLY (see Faber20120215CodisReplyAst.pdf as attached to the previous e-mail 4 of 6), LET ALONE HAD SUBMITTED A TOTALLY FRAUDULENT DEFICIENCY AMOUNT???

In fact, Judge Siegel blatantly violated Rule 63 for *not* reporting McAlister to the IARDC for that fraudulent deficiency amount submission, particularly when no request for a deficiency judgment had ever been filed with the Complaint or as part of the Motion for Approval of the Sale and Motion for Possession.

Judge Siegel's Order (see attached Arambula20120229Order.pdf) order required the Defendant to borrow money to hire an attorney, because Judge Siegel refused to consider the pleadings.

Again, on page 4 of the transcript (see attached Arambula20120229TranscriptAst.pdf) clearly documents that both Judge Siegel and McAlister were very condescending to a Pro Se litigant:

THE COURT: Well, this is the same old stuff that is raised

THE COURT: I don't find a good faith basis, from what I see here, to bring this.

MR. McALISTER: R: Should we enter an order denying it?

THE COURT: I must an order denying the motion.

In fact, it appears that Judge Siegel totally ignored the Defendant's pleading (see attached Arambula20120227Motion2Dismiss3Count.pdf), in direct contrast to Judge Siegel's having "corrected" McAlister's deficiency calculations and signing an Order with a Personal Deficiency WHEN NO REQUEST FOR A DEFICIENCY JUDGMENT HAD EVER BEEN REQUESTED AT ALL AND NO PROOF HAD EVER BEEN SUBMITTED.

NOTE: Yet again, McAlister totally violates court protocol by failing to use the 3-part Court Order forms, so the defendants do not receive identical copies of Orders allegedly signed by Judge Siegel, not forged by McAlister:

MR. McALISTER: I think that is my only copy, your Honor.

Lauren Scheffers

1 M.S. KELEHER: 10 CH 5443.

2 MR. McALISTER: Counsel is here. We are going to
3 give her 28 days to file an appearance and answer.
4 October 12th will be our next date, your Honor, on
5 10 5443.

6 THE COURT: What was the number again?

7 THE CLERK: 5443.

8 THE COURT: You are even signing my name now.

9 **HUH?** MR. McALISTER: Oh, I'm sorry. That's supposed to
10 be the copy. Yeah. Was the original here?

11 M.S. KELEHER: He has all the originals. Sorry. He
12 wrote that for me. **HUH? 2 VERSIONS?**

13 THE COURT: These lawyers on this call think that
14 they run everything. Sometimes as Judges we have to
15 tell them that, in fact, we actually are not potted
16 plants. And we actually, we know what in reem is and we
17 actually sign our own orders. **DOES SIEGEL??**

18 MR. McALISTER: I have an excuse, your Honor.
19 Counsel's father, we used to do real estate closings
20 together. So I am feeling very old today.

21 THE COURT: Don't sign my name.

22 MR. McALISTER: No. Her father is a fine realtor.

23 THE COURT: I could lock you up for that.

24 MR. McALISTER: Oh, no. Not you.

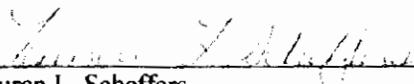
IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST) Judge Raymond A. Bolden
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
PLAINTIFF)
VS)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
DEFENDANTS)

NOTICE OF MOTION

To:	By USPS Priority Mail Patrick Stanton, Amy Jonker Dykema Gossett PLLC 10 South Wacker Drive, Suite 2300 Chicago, IL 60606	By USPS Priority Mail Denis Pierce Pierce & Associates Thirteenth Floor 1 North Dearborn Chicago, IL 60602	By USPS Priority Mail ATTN: David Co, Director Deutsche Bank National Trust Company, as trustee 1761 East St. Andrew Place Santa Ana, CA 92705-4934
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PLEASE TAKE NOTICE that on **November 18, 2010 at 9:30 a.m.** in **Room 129** of the Joliet Court House Annex, 57 N. Ottawa, Joliet, Illinois 60432, the undersigned will present before the **Honorable Judge Bolden**, the *Defendant Motion for Sanction*, a copy of which is served upon you.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

Case 09CH3797, Filed 08/26/2009

Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

PROOF OF SERVICE

The undersigned certifies that true copies of the foregoing instruments, *Defendant Motion for Sanctions*, to be served upon

Patrick Stanton, Amy Jonker
Dykema, Gossett, PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

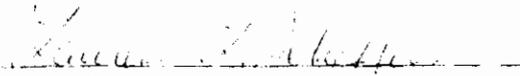
by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0309 2880 0000 4444 8493, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 12th day of November, 2010 and to

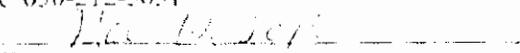
Denis Pierce
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0309 2880 0000 4444 8486, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 12th day of November, 2010 and to

ATTN: David Co. Director
Deutsche Bank National Trust Company, as trustee
1761 East St. Andrew Place,
Santa Ana, CA 92705-4934

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt
0309 2880 0000 44 44 8424, properly addressed with postage prepaid by Priority Mail, and
depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave.,
Naperville, IL 60540 prior to 7:00 p.m. this 12th day of November, 2010.



Lauren L. Schellers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651


Date

Sworn to and subscribed before me this the 12 day of November, 2010.

Notary Public

My Commission Expires: 11/22/2011

DEFENDANT CERTIFICATION – DEFENDANT MOTION FOR SANCTIONS

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (735 I.C.S. 5-1-109/from Ch. 110, par. 1-109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes the same to be true.

Lauren L. Scheffers

Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

Nov 12, 2010
Date

Sworn to and subscribed before me this the 12 day of November, 2010.

Barbara A. ...

My Commission Expires:

12/31/11

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,	) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST	) Judge Raymond A. Bolden
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
)
PLAINTIFF)
)
VS)
)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
)
DEFENDANTS)

DEFENDANT MOTION FOR SANCTIONS

Defendant Pro Se, Lauren Scheffers, (“Defendant”) moves the court to enter sanctions against the Plaintiff, Deutsche Bank National Trust Company (“DBNT”) and its two law firms, Pierce & Associates (“P&A”), its several unidentified P&A attorneys, and Dykema Gossett (“Dykema”) and Amy Jonker (“Jonker”) of Dykema Gossett and in support states as follows.

1. This is a foreclosure action in which DBNT seeks to foreclose upon Defendant after an alleged default on a Note that was made when the Defendant refinanced this property, an Aurora property, and a Glen Ellyn property with Town & Country Credit in December of 2003.

2. On 01/23/05, 49 State Attorney Generals settle their cases against Ameriquest and its related entities for predatory mortgage practices with subprime mortgages (see attached Group Exhibit 1, Group Exhibit D.1). The Defendant accepted the settlement checks for the three properties (see attached Group Exhibit 1, Group Exhibits D.3), which required the waiver

of all rights to sue, unless the property went into foreclosure in the future (see attached Group Exhibit 1, Group Exhibit D.2).

3. The Defendant filed for Chapter 7 Bankruptcy on 01/30/09 that was discharged on 05/05/09 (see attached Group Exhibit 1, Group Exhibit B.6). This foreclosure action was not filed until 08/26/09 (see attached Group Exhibit 1, Group Exhibit A.10). Therefore, the Ameriquest waiver was still in effect as of the 05/05/09 Discharge Date of the Chapter 7 Bankruptcy.

4. NOTE : Most of the attached Exhibits, submitted under Section 1109 certification, have been previously submitted in support of the previously filed and served Defendant Motion for Summary Judgment Pursuant to 735 ILCS 5/2-1005 - Corrected. They are hereby served a second time, because the Plaintiff, DBNT, is the primary party in this Defendant Motion for Sanctions based on legal representation it did not hire.

5. Per the unsubstantiated 10/25/10 DBNT letter, as published online and reported by the media (see attached Exhibit 3), it would appear that this foreclosure action is in total violation of the Pooling and Servicing Agreement the servicer for this property, American Home Mortgage Servicing Inc. ("AHMSI"), has with DBNT. AHMSI has ignored the Cease and Desist order from DBNT.

6. On 04/17/09, P&A filed a Stay Order Motion in the Defendant's Chapter 7 Bankruptcy (see attached Group Exhibit 1, Group Exhibit B.3) with AHMSI as Creditor as specified in the DBNT letter, but the same P&A totally violated the DBNT letter by filing this Complaint with DBNT as Plaintiff. NOTE: This Stay Order Motion was the first mention to the Defendant that Citi Residential Lending was not the owner of the Note and the Mortgage, that

the Note and the Mortgage had allegedly been sold to a trust prior to its closing on or about February 6, 2004 (see attached Group Exhibit 1, Group Exhibit C.1.b).

7. Per the 10/23/07 RESPA notice (see attached Group Exhibit 1, Group Exhibit A.2) sent to the Defendant by *Citi Residential Lending as servicing was sold or transferred to it*, subsequent to the Arnerquest Settlement, the Creditor was listed as Ameriquest Mortgage Securities, Inc. Therefore, this Note and Mortgage could not have been sold to a DBNT trust in 2004.

8. Per its 09/14/09 collection letter (see attached Group Exhibit 1, Group Exhibit A.9), which was sent after this Complaint had been served (see attached Group Exhibit 1, Group Exhibit A.10), P&A was hired by AHMSI, not by DBNT. Therefore, P&A has committed a Fraud upon the Court and violated its Officer of the Court status by filing a Complaint for a party it does not represent.

9. The Plaintiff has also been represented by Jonker, an attorney for Dykema, for many hearings per the Court docket (see attached Exhibit 2). DBNT is liable for sanctions based on Jonker's pleadings, as well as statements and actions during the many hearings per the many Reports of Proceedings the Defendant has purchased in preparation for an Appeal. If Dykema was hired by AHMSI, not by DBNT, Dykema has committed a Fraud upon the Court and violated its Officer of the Court status by filing related pleadings and for participating in many hearings for a party it does not represent.

10. NOTE : Through its alleged legal counsel, Jonker, DBNT has admitted that it not only does not hold the original Note or the original Mortgage, "investigation continues" as to who does hold "an" original Note or "an" original Mortgage (see attached Group Exhibit 1, Group Exhibit B.5). Therefore, not only is DBNT liable for filing a frivolous lawsuit, DBNT is

liable for filing a fraudulent Complaint, as well as many litigation hearings after Jonker had already admitted that DBNT has no legally enforceable evidence to foreclose on this property, as specifically addressed in the DBNT 10/25/10 letter.

11. Subsequent to Jonker admitting that DBNT was not the holder of the original Note or the original Mortgage, Jonker began filing subsequent pleadings on behalf of a totally different trust name, R2004-R3, not R2004-R1 (see attached Group Exhibit 1, Group Exhibit A.11). Defendant questions whether those many subsequent erroneous filings are an admission that the Defendant's Note and Mortgage were never in the R2004-R1 Trust, particularly since the very first mention of DBNT trustee involvement was the Stay Order Motion filed by P&A in the Defendants Chapter 7 Bankruptcy.

12. Per the alleged DBNT Trust Prospectus filed with the Securities Exchange Commission (see Group Exhibit 1, Group Exhibit C inclusive):

- a. The Trust Cut-off Date was the close of business February 1, 2004
- b. The Trust Closing Date was on or about February 6, 2004
- c. The Trust Seller was Ameriquest Mortgage Company, not the owner of the note and the mortgage, Town & Country Credit Corp.
- d. The Certificates were sold by the Depositor to the Underwriters on the Closing Date
- e. The Offered Certificates were initially represented by one or more global certificates registered in the name of a nominee of the Depository Trust Company.
- f. The Certificates are the only obligation of the Trust and do not represent an ownership interest in or obligation of the Depositor, the Master Servicer, the Seller, the Originators, or the Trust.

g. The Depositor will deliver to the Trustee "an assignment of the mortgage in recordable form endorsed in blank without recourse, reflecting the transfer of the Mortgage Loan".

h. The Depositor will not cause to be recorded any Assignment which relates to a Mortgage Loan in any jurisdiction... unless such failure to record would result in a withdrawal or a downgrading by any Rating Agency.

13. Yet, it appears that no such "assignment endorsed in blank" was submitted to the Trustee. The assignment to the Trust as *owner* of the Note and the Mortgage (see attached Group Exhibit 1, Group Exhibit A.6) was fabricated by Citi Residential Lending as servicer with an effective date of 01/15/09, when the Trust closed on or about 02/06/04, almost 5 years earlier.

14. That Assignment (see attached Group Exhibit 1, Group Exhibit A.6) was prepared by Nationwide Title Clearing Inc., signed by Crystal Moore, and notarized by Bryan Bly.

15. An Assignment for the Defendant's Aurora property (see attached Group Exhibit 1, Group Exhibit A.7) was also prepared by Nationwide Title Clearing Inc., signed by Crystal Moore, and notarized by Bryan Bly. Crystal Moore's title was indicated as Vice President of Citi Residential Lending Inc.

16. A recent deposition by Erika Lance, an employee of Nationwide Title Clearing Inc. (see attached Exhibit 4) clearly documents the "robo-signing" of fabricated Assignments with no verification that the client was the legal owner of the Note and the Mortgage or even the owner of record with the Will County Recorder as required by the Illinois Conveyances Act for all property related liens.

17. A deposition on 04/24/08 by a Citi Residential Lending employee, Tamara Price, (see attached Exhibit 5) indicates the "robo-signing" of fabricated Assignments with no

verification that the client was the legal owner of the Note and the Mortgage or even the owner of record with the Will County Recorder as required by the Illinois Conveyances Act for all property related liens.

18. A Schematic of "Do Did" by James McGuire (see attached Exhibit 3) clearly documents how the "securitization" of mortgages violates the integrity of the Illinois property laws, where the property records no longer reliably indicate who the current owner of the Mortgage and the Note is.

19. In addition, prior to that Assignment, Citi Residential Lending had already sent a RESPA statement to the Defendant (see attached Group Exhibit 1, Group Exhibit A.8) that servicing for this property had been sold or transferred to AHMSI with an effective date of 02/11/09, after the Note and Mortgage were in default since November of 2008 and included in a Chapter 7 Bankruptcy filed on 01/30/09.

20. That servicing transfer to AHMSI appears to be related to the shutting down of Citi Residential Lending per the unsubstantiated internal memo that was published online (see attached Group Exhibit 1, Group Exhibit A.3)

21. Yet, CitiMortgage sent the Defendant a correction letter related to mistaken documents sent to the Defendant indicating that CitiMortgage Inc acquired the servicing of all mortgage loans from Citi Residential Lending, Inc. in February 2009 and that "subsequently, your loan was transferred to another Servicer" (see attached Group Exhibit 1, Group Exhibit A.4). Yet, no RESPA notification was sent to that effect.

22. The Assignment was from Town & Country Credit Corp to the Trust. Yet, the Trust specified that Ameriquest was the Seller. Per the Illinois Conveyances Act, Ameriquest was not the owner of record, so it could not sell this subject Note and Mortgage to anyone.

23. Under the Illinois Uniform Commercial Code, only the Holder in Due Course can enforce a security. Clearly, DBNT is not the Holder in Due Course as verified by the Will County Recorder property records. An Assignment is not enforceable until it is recorded, so the failure to record an Assignment from Town & Country Credit Corp to Ameriquest Mortgage Company is a non-correctable break in the Chain of Title for this property.

24. The Assignment was also notarized after Citi Residential Lending had sent a Notice of Intent to Foreclose on 12/02/08 (see Group Exhibit 1, Group Exhibit A.5) and it was not recorded until after the Note was included in a Chapter 7 Bankruptcy. Therefore, there was no Good Faith Purchase under the Illinois Uniform Commercial Code.

25. However, since both Citi Residential Lending and AFMSI were hired as agents by DBNT, DBNT is liable for the foreclosure fraud of its servicers, just as it stated in its 10/25/10 letter (see attached Exhibit 3).

26. DBNT and its law firms are liable for violating federal bankruptcy laws related to ongoing attempts to collect a discharged debt. The Court is libel for allowing those attempts to continue.

27. As stated in numerous pleadings, supported by Exhibits submitted under Section 109 certification, and in numerous hearing, per the many Reports of Proceedings, the Defendant has repeatedly informed the Court that the Note for this property was discharged for this property as an Unsecured Debt in the Defendant's Chapter 7 Bankruptcy (see attached Group Exhibit 1, Group Exhibit B.6), because P&A failed to file the required Complaint to correct the Secured Creditor status to DBNT prior to the specified May 5, 2009 Date of Discharge (see attached Group Exhibit 1, Group Exhibit B.2) to correct the Secured Creditor Schedule D (see attached Group Exhibit 1, Group Exhibit B.1)

28. Since DBNT does not hold the original Note or the original Mortgage, per Jonker's admission, P&A could not have filed the requisite support for a Complaint to be listed as the Secured Creditor.

29. Yet, P&A filed the Stay Order Motion (see attached Group Exhibit 1, Group Exhibit B.3) that was granted on 04/24/09 (see attached Group Exhibit 1, Group Exhibit B.4). Therefore, P&A also committed a Fraud upon the Court in the United States Bankruptcy Court.

30. Since the Note was discharged in the Chapter 7 Bankruptcy, the filing of this Complaint was in violation of federal bankruptcy laws related to any attempts to collect a discharged debt. Therefore, in addition to violating federal bankruptcy laws, DBNT, P&A, Dykema, and Jonker have all violated numerous federal and Illinois laws, such as the Fair Debt Collection Practices Act, the Illinois Collection Agency Act, the Illinois Consumer Fraud and Deceptive Practices Act, as well as the Illinois Financial Crimes Law.

31. Not only did P&A file a frivolous Complaint, P&A filed this Complaint based on false and misleading statements and documents.

32. Although P&A filed a Stay Order Motion in the Defendant's Chapter 7 Bankruptcy (see attached Group Exhibit 1, Group Exhibit B.3.b) with the correct date of the Note indebtedness based on the Settlement Date of 12/30/03 (see attached Group Exhibit 1, Group Exhibit A.1), the same P&A filed this Complaint with an alleged date of the Note indebtedness of 12/18/03.

33. Per that same Stay Order Motion (see attached Group Exhibit 1, Group Exhibit B.3), "AHMSI holds the first mortgage lien". Yet, per this Complaint, DBNT is the Trustee for the holder of the Mortgage and the Note (see attached Group Exhibit 1, Group Exhibit A.10).

However, Jonker has already stated to the Court that DBNT does not even know who the holder of the Mortgage and the Note is (see attached Group Exhibit 1, Group Exhibit B.5).

34. Per Jonker's statements to the Court, the Note is "bearer of paper" (see attached Group Exhibit 3, Group Exhibit D.2, pg. 31, lines 19-23). Therefore, since Jonker personally knows that DBNT does not even know who holds the original Mortgage or the original Note, Jonker has knowingly violated attorney ethics and committed a Fraud upon the Court.

35. DBNT through the pleadings, both recorded and unrecorded, and the hearings of its two law firms, P&A and Dykema, has violated numerous Illinois Civil Statutes (see attached Exhibit 1 list that references the Relevant Laws as recorded/served with the Defendant Motion for Summary Judgment), and the Will County Local Rules.

36. P&A filed the first DBNT Motion for Summary Judgment on 11/17/09 (see attached Group Exhibit 3, Group Exhibit C, Exhibit 2 inclusive). Yet, the Section 1 109 certification was a "checkbox" with no notarization and no affidavits were filed with the Court.

37. P&A served a second DBNT Motion for Summary Judgment upon the Defendant on or around 09/14/10 (see attached Group Exhibit 3, Group Exhibit C, Exhibit 1 inclusive).

NOTE: P&A never recorded the DBNT Motion for Summary Judgment. The two affidavits referenced within the Motion for Summary Judgment were not served or recorded, and, again, the Section 1 109 certification was a "checkbox" with no notarization. P&A has totally violated the 12th Circuit Court local rules relative to the requisite documentation the Court requires in relation to Summary Judgments.

38. P&A's UNRECORDED Motion for Summary Judgment (see attached Group Exhibit 3, Group Exhibit C, Exhibit 1) states that there are no material facts in dispute. Yet, the Defendant has filed a Defendant Motion for Summary Judgment based on the failure of DBNT's

legal counsel, P&A, Dykema, and Jonker to deny a single Exhibit submitted by the Defendant under Section 1 109 certification. Per the Illinois Civil Statutes, pleadings not denied are admitted. Therefore, there are no material facts in dispute related to the Defendant's Motion for Summary Judgment.

39. Dykema Gossett through its attorney, Amy Jonker, with its many pleadings and its participation in many litigation hearings over many months, has violated numerous Illinois Civil Statutes and the Will County Local Rules.

40. As an Officer of the Court, Amy Jonker, attorney for Dykema Gossett, has filed many pleadings and participated in many litigation hearings with false statements to the Court (see extensive comments within attached Group Exhibit 2, Group Exhibit 1 inclusive and Group Exhibit 2, Group Exhibit 2 inclusive, and Group Exhibit 3.2, as previously recorded/served under Section 1 109 certification).

41. DBNT is liable for the actions of its legal counsel. As an Officer of the Court, Amy Jonker, attorney for Dykema Gossett, with the Emergency Motion for Sanctions and the Reply in Support, has defamed the character of the Defendant with accusations of committing two Class 3 felonies. Jonker filed two libelous pleadings (see attached Group Exhibit 2, Group Exhibits I.1 and I.5), and made slanderous statements in hearings per the Reports of Proceedings on 06/24/10 (see attached Group Exhibit 2, Group Exhibit I.3) and 07/22/10 (see attached Group Exhibit 2, Group Exhibit I.7). The Defendant Response to Plaintiff Emergency Motion to Vacate Order and for Sanctions (see attached Group Exhibit 2, Group Exhibit I.4 and supporting Exhibits submitted by Defendant under Section 1 109 certification in attached Group Exhibit 2, Group Exhibit 2) clearly documents the many sanctionable actions of Amy Jonker that are also violations of attorney ethics.

42. As a n Officer of the Court, Jonker has also misbehaved with bursts of laughter, as many as 10 times per the Report of Proceedings of the 8/12/10 hearing (see selected pages in the attached Group Exhibit 3, Group Exhibit D.2). In addition, Jonker “apologized” to the Court for her use of the word “crap” in the “true sense of the meaning hearing (attached Group Exhibit 3, Group Exhibit D.2, pg. 18, lns 18-24 and pg. 19, lns 1-3).

43. Given these many supporting exhibits which have been submitted under Section 1109 certification by the Defendant, any affidavits submitted under Section 1109 certification on behalf of DBNT to foreclose on this property will be perjury, a Class 3 felony, and will be reported to the proper authorities as such.

44. Since DBNT is not the Holder in Due Course, all mortgage payments made from January 2004 through h October of 2008 were fraudulently collected by the servicers. Those monies should be re turned to the Defendant.

45. As re quired by the Will County Circuit Court local rules, the Defendant has included copies of additional pleadings, orders, and Reports of Proceedings that have occurred since the Defendant Motion for Summary Judgment Pursuant to 735 ILCS 5/2-1005 – Corrected was recorded and served under Section 1109 certification (see attached Group Exhibit 3, Group Exhibits A-D, inclusive).

46. On 05/06/09, In Re: Jacalyn S. Nosek, Debtor Memorandum and Order (see attached Exhibit 6), substantive sanctions were ordered that should be considered as appropriate in this instant case, given the financial resources of Deutsche Bank, Deutsche Bank National Trust, Pierce & Associates, and Dykema Gosset.

47. If the Court wishes to maintain the credibility of the 12th Circuit Court with the citizens of Will County, the Court needs to send a very clear message that foreclosure fraud in an attempt to steal citizen homes will not be tolerated.

48. If the Court wishes to begin the restoration of the currently corrupted property records in the Will County Recorder records, the Court needs to send a very clear message that recording fraudulent Assignments will not be tolerated.

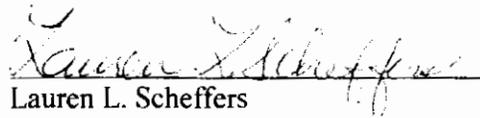
WHEREFORE, for the many reasons stated above, Defendant respectfully requests this Court enter an Order granting the sanction of dismissal with prejudice against DBNT in this case and ordering DBNT, Pierce & Associates and its unidentified attorneys, Dykema Gossett and its attorney, Amy Jolker, to pay sanctions sufficient to deter such Fraud upon the Court in the many other foreclosure actions in this Court. Sanctions should be awarded for the following actions that have made a mockery of the 12th Judicial Circuit Court, as well as being a primary example of the foreclosure fraud being reported by the media and admitted to by DBNT in its own 10/25/10 letter:

- 1) A frivolous, legally false Complaint to Foreclose Mortgage,
- 2) A fraudulent Complaint to Foreclose Mortgage, since DBNT does not even know who holds the original Mortgage and the original Note,
- 3) Pleadings with many false statements,
- 4) A responsive pleading as an Emergency Motion,
- 5) An Emergency Motion that was a litany of false accusations of the Defendant's having committed two Class 3 felonies, defamation of character, **libel** in recorded documents, and slander against the Defendant in two hearings per the Reports of Proceedings,

- 6) Fraudulent collection of mortgage payments by servicers when no such owners of record were filed with the Will County Recorder since January of 2004, and
- 7) For any other relief which it deems proper, including all fees, costs, transportation, and legal "term papers" required by the Defendant over more than a year.

The Defendant also requests that this Court will refer this foreclosure action to the Illinois Attorney General for a criminal investigation, as well as to the IARDC for severe attorney ethics violations.

Respectfully submitted,



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

LIST OF EXHIBITS – DEFENDANT MOTION FOR SANCTIONS

NOTE: All attached exhibits of Defendant have been previously submitted under Section 1109 certification to the Circuit Court of Will County and served upon Denis Pierce, Pierce & Associates, and Patrick Stanton/Amy Jonker, Dykema Gossett.

EXHIBIT

Nbr Description

1. Defendant Certification – Defendant Motion for Sanctions (1 pg.)
2. Proof of Service (1 pg.)
3. Schematic of “Do Did” by James McGuire (1 pg.)
4. List of Exhibits (13 pgs.)

EXHIBIT 1, RELEVANT LAW (AS SUBMITTED WITH DEFENDANT MOTION FOR SUMMARY JUDGMENT)

Nbr Description

1. ILCS 735 5/Art. XV, Illinois Mortgage Foreclosure Law (6 pgs.)
2. ILCS 810 5/Article 3, Uniform Commercial Code, re: Negotiable Securities (7 pgs.)
3. ILCS 765 5/0.01, Illinois Conveyances Act (7 pgs.)
4. ILCS 735 5/Art. II, Pt. 6, Code of Civil Procedure, re: Pleading (7 pgs.)
5. ILCS 735 5/1109, Code of Civil Procedure, re: Verification by Certification (1 pg.)
6. Power of Attorney *example* (5 pgs.)
 - a. **No such Power of Attorney recorded with the Will County Recorder**
7. Bayview Loan Servicing, L.L.C. v. Jeffrey Eden Nelson. Case No: 5-06-0664, (5th Dist., June 16, 2008), Rule 23 Order Filed May 21, 2008. (6 pgs.)
 - a. A summary judgment is an appropriate remedy only if the pleadings, depositions, and admissions on file, together with any affidavits, show that there is no genuine issue of material fact and that the movant is entitled to a judgment as a matter of law. *Partill v. Hess*, 111 Ill.2d 229, 240 (1986) (pg. 4).
 - b. **Nothing in the trial court record indicates that Bayview holds the mortgage or note that is the subject of this foreclosure action. (final pg.)**
 - c. **Additionally, because there was no basis for the entry of a summary judgment in favor of Bayview, the court improperly entered the judgment of foreclosure and order of sale. (final pg.)**

EXHIBIT 2, 10/20/10 Will County Circuit Clerk Court Docket (10 pgs.)

EXHIBIT 3, 10/25/10 Deutsche Bank Letter from Deutsche Bank Trust National Trust Company re: Certain Allegations Regarding Loan Servicer Foreclosure Practices (10 pgs.)

EXHIBIT 4, 06/10/10 Nationwide Title Clearing, Erika Lance Deposition (55 pgs.)

EXHIBIT 5, 04/21/08 Deutsche Bank National Trust/Citi Residential Lending, Tamara Price Deposition (15 pgs.)

EXHIBIT 6, 05/06/09 In Re: Jacalyn S. Nosek, Debtor Memorandum and Order (20 pgs.)

LIST OF EXHIBITS – DEFENDANT MOTION FOR SANCTIONS (CON'T.)

GROUP EXHIBIT 1, S UBSET OF EXHIBITS PREVIOUSLY SUBMITTED IN SUPPORT OF DEFEN DANT MOTION FOR SUMMARY JUDGMENT

NOTE: All exhibits below have been submitted under Section 1 109 certification to the Circuit Court of Will County, as well as having been previously served upon Denis Pierce, Pierce & Associates, and Patrick Stanton/Amy Jonker, Dykema Gossett.

GROUP EXHIBIT A, BACKGROUND

Nbr Description

1. 12/31/03 Settlement Statement dated 12/31/03 vs. mortgage/note dates of 12/18/03 (2 pgs.)
2. 10/23/07 Citi Residential Letter with correction that the creditor is Ameriquest Mortgage Securities, Inc. (1 pg.)
 - a. **No mention of Deutsche Bank National Trust**
3. 05/06/08 Unsubstantiated internal memo posted online related to the shutting down of Citi Residential Lending with mortgages being transferred to CitiMortgage and other financial institutions, just as Defendant's two mortgages were assigned to American Home Mortgage Servicing Inc. ("AHMSI") and JPMorgan Chase Bank (1 pg.)
4. Undated notice received by Defendant that verifies that CitiMortgage, Inc. (CMI) acquired the servicing of all mortgage loans from Citi Residential Lending, Inc. (CRL) in February 2009.
 - a. **No RESPA notification to that effect**
 - b. **Subsequently, your loan was transferred to another Servicer.**
 - c. Verifies unsubstantiated internal memo above
5. 12/02/08 Citi Residential Lending Notice of Intention to Foreclose (1 pg.)
 - a. **Not a request for full payment/acceleration**
6. **01/15/09 Assignment of Mortgage/Deed AFTER DEFAULT/EFFECTIVE AFTER INCLUDED IN CHAPTER 7 BANKRUPTCY FILING (1 pg.)**
 - a. Citi Residential Lending Inc. as Attorney-In-Fact for Town and Country Credit Corp **WITH NO POWER OF ATTORNEY RECORDED WITH WILL COUNTY RECORDER**
 - b. To Deutsche Bank National Trust Company, as Trustee for, **Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1**
 - c. **Under the Pooling and Servicing Agreement dated February 1, 2004**
 - d. **Signed by Crystal Moore, as Vice President of Citi Residential Lending Inc.**
 - e. **Notarized by Bryan J. Bly**
 - f. **Notary date January 15, 2009**
 - g. **Effective 2/11/09**
 - h. Prepared by Jessica Fretwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800) 346-9152
 - i. Return to AHMSI, C/O NTC 2100 Alt. 19 North, Palm Harbor, FL
 - j. **Recorded in Will County on 03/18/2009**

LIST OF EXHIBITS – DEFENDANT MOTION FOR SANCTIONS (CON'T.)

GROUP EXHIBIT 1, S UBSET OF EXHIBITS PREVIOUSLY SUBMITTED IN SUPPORT OF DEFEN DANT MOTION FOR SUMMARY JUDGMENT (CON'T.)

GROUP EXHIBIT A, BACKGROUND (con't.)

- | Nbr | Description |
|------------|--|
| 7. | 01/15/09 Assignment of Mortgage/Deed AFTER DEFAULT/EFFECTIVE AFTER INCLUDED IN CHAPTER 7 BANKRUPTCY FILING (con't.)
k. CRL L#: 0065794000
l. Assignee L#: 4000536807
m. Investor L#: 0065794000
n. Custodian: 85 |
| 8. | 12/12/08 Assignment of Mortgage/Deed (1 pg.) AFTER DEFAULT/EFFECTIVE AFTER INCLUDED IN CHAPTER 7 BANKRUPTCY FILING for Defendant's DuPage County property (1 pg.) |
| 9. | 02/11/09 RESPA Notice of Assignment, Sale or Transfer of Servicing Rights from Citi Residential Lending Inc. to American Home Mortgage Servicing, Inc., effective February 11, 2009 (1 pg.)
a. Per Number 4 above, CitiMortgage indicated it "acquired the servicing of all mortgage loans from Citi Residential Lending, Inc. (CRL) in February 2009.
b. <i>Subsequently, your loan was transferred to another Servicer.</i>
c. RESPA from Citi Residential Lending, Inc. to CitiMortgage, Inc. does not exist
d. This RESPA notice should be from CitiMortgage, Inc. to American Home Mortgage Servicing, Inc. |
| 10. | 09/16/09 Pierce & Associates Collection Letter (2 pgs.)
a. In violation of Chapter 7 Bankruptcy discharge dated 05/05/09
b. Hired by AHMSI to commence foreclosure proceedings, not by Plaintiff as stated in the Foreclosure Complaint
c. As of 9/16/09, \$186,795.82 amount due with no supporting detail
d. Pursuant to the Fair Debt Collection Practices Act, the firm of Pierce & Associates is deemed to be a debt collector
e. Pierce & Associates File number 924974 |
| 11. | 08/26/09/served (09/10/09 Complaint to Foreclose Mortgage (4 pgs.) AFTER CHAPTER 7 BANKRUPTCY DISCHARGE DATED 05/05/09
a. No one owned note on 12/18/03
b. Refinance was not final until the Settlement Date of 12/31/03
c. Plaintiff is the Trustee for the holder of the Mortgage and the Note
d. Amount due is \$170,962.23 with no detail for costs, fees, or advances
e. After the Chapter 7 Bankruptcy discharge on 05/05/09
f. Pierce & Associates, P.C. Attorney, Richard Eislinger, ARDC#6206020
g. Pierce & Associates File number PA0924974 |
| 12. | 09/05/10 Screen prints from the SEC site indicating that the Plaintiff per the Complaint is Ameriquest Securities Trust R2004-R1, while litigation pleadings have a totally different Plaintiff as Ameriquest Securities Trust R2004-R3 (3 pgs.) |

LIST OF EXHIBITS – DEFENDANT MOTION FOR SANCTIONS (CON'T.)

GROUP EXHIBIT 1, SUBSET OF EXHIBITS PREVIOUSLY SUBMITTED IN SUPPORT OF DEFENDANT MOTION FOR SUMMARY JUDGMENT (CON'T.)

GROUP EXHIBIT B, Chapter 7 Bankruptcy Case: 09-02917 (Filed - 01/30/09/Closed - 05/05/09)

Nbr Description

1. 01/30/09 Schedule D – Creditors Holding Secured Claims, stating Citi Residential Lending as the Secured Creditor for the property in this case (1 pg.)
2. **03/05/09 Meeting of the Creditors on March 5, 2009 (3 pgs.)**
 - a. **Deadline to file a complaint was May 4, 2009**
 - b. **The bankruptcy clerk's office must receive the complaint and any required filing fee by that Deadline (May 4, 2009)**
 - c. **Certificate of Notice – neither AHMSI nor Deutsche Bank National Bank received notice**
3. 04/17/09 AHMSI/DBNT Motion to Modify the Automatic Stay
 - a. 04/17/09 AHMSI/DBNT Notice of Motion Certification (2 pgs.)
 - 1) April 24, 2009 at 9:15 a.m.
 - 2) This document is an attempt to collect a debt and any information obtained will be used for that purpose
 - 3) Pierce & Associates, P.C. Attorney, Christopher M. Brown, ARDC#6271138
 - 4) Pierce & Associates File number PA09-2304
 - b. 04/17/09 AHMSI/DBNT Motion to Modify the Automatic Stay (3 pgs.)
 - 1) **AHMSI holds the first mortgage lien**
 - 2) **The debt is based on December 31, 2003 Mortgage and Note**
 - 3) **The funds necessary to pay off AHMSI were approximately \$179,920.55, plus reasonable attorneys fees and costs, through April 2009.**
 - 4) **The account is currently due and owing to AHMSI for the November 2008 current mortgage payment and those thereafter, plus reasonable attorneys fees and costs**
 - 5) **The Debtor has scheduled an intention to surrender the property (**per Schedule D above to Citi Residential Lending as Secured Creditor)**
4. 04/24/09 Eugene R. Wedoff – Order Modifying Stay (1 pg.)

LIST OF EXHIBITS – DEFENDANT MOTION FOR SANCTIONS (CON'T.)

GROUP EXHIBIT 1, SUBSET OF EXHIBITS PREVIOUSLY SUBMITTED IN SUPPORT OF DEFENDANT MOTION FOR SUMMARY JUDGMENT (CON'T.)

GROUP EXHIBIT B, Chapter 7 Bankruptcy Case: 09-02917 (Filed - 01/30/09/Closed - 05/05/09) (con't.)

5. **02/26/10 Plaintiff's Response to Defendant's First Request for Production (6 pgs.)**
 - a. After Stay Order Motion had been granted to Plaintiff, when not listed as the Security Creditor on Schedule D
 - b. Many totally false Trustee statements
 - 1) Borrowers never receive original mortgage/notes
 - 2) Lenders always maintain original mortgage/notes as critical legal documents to support foreclosure complaints
 - c. Trustee states that it is searching for **an original** of the **mortgage** and will produce it to Scheffers upon locating it. **Investigation continues.**
 - d. Trustee states that it is searching for **an original** of the **note** and will produce it to Scheffers upon locating it. **Investigation continues.**
 - e. Trustee states that it is searching for **an original** of the **assignment** and will produce it to Scheffers upon locating it. **Investigation continues.**
 - f. Trustee totally failed to produce the Defendant's request for the original sale or assignment documentation **prior to this Trust's closing date of February 6, 2004** to support the filing with the Securities Exchange Commission.
 - g. **Trustee failed to produce the Defendant's request for a copy of the portion of the Prospectus submitted to the Securities Exchange Commission for this Ameriqu est Mortgage Securities Trust 2004-R1 that verifies that this mortgage and note were included**
6. **05/05/09 United States Bankruptcy Court Discharge of Debtor**
 - a. 05/05/09 Discharge of Debtor (1 pg.)
 - b. 05/05/09 Discharge of Debtor (1 pg.)
 - 1) Collection of discharged debts prohibited
 - 2) "However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, **if that lien was not avoided or eliminated in the bankruptcy case.**"
 - c. Certificate of Notice – neither Deutsche Bank National Trust nor AHMSI received notice as a party to the Chapter 7 bankruptcy (1 pg.)

NOTE: NO COMPLAINT FILED BY DEUTSCHE BANK NATIONAL TRUST NOR AHMSI BY THE 05/04/09 DEADLINE TO BE LISTED AS THE SECURED CREDITOR FOR THIS PROPERTY. THEREFORE, NOTE WAS DISCHARGED AS AN UNSECURED DEBT.

THIS FORECLOSURE ACTION VIOLATES FEDERAL LAWS IN AN ATTEMPT TO COLLECT A DEBT DISCHARGED IN A CHAPTER 7 BANKRUPTCY.

LIST OF EXHIBITS – DEFENDANT MOTION FOR SANCTIONS (CON'T.)

GROUP EXHIBIT 1, SUBSET OF EXHIBITS PREVIOUSLY SUBMITTED IN SUPPORT OF DEFENDANT MOTION FOR SUMMARY JUDGMENT (CON'T.)

GROUP EXHIBIT C, DEUTSCHE BANK NATIONAL TRUST

Nbr Description

1. Deutsche Bank National Trust Prospectus: Ameriquest Mortgage Securities Trust **2004-R1**, Asset-Backed Pass-Through Certificates, Series 2004-R1 (AMQABS2004R1)
 - a. **Trust Cut-off Date: The close of business February 1, 2004**
 - b. Trust Closing Date: On or about February 6, 2004, DBT01.5 (1 pg.)
 - c. **Trust Seller and Master Servicer: Ameriquest Mortgage Company (not Town & Country Credit Corp.), DBT01.6 (1 pg.)**
 - d. Trustee: Deutsche Bank National Trust Company, DBT01.6 (1 pg.)
 - 1) **Will act as custodian, initial paying agent and certificate registrar**
 - e. **The Certificates, DBT02 (1 pg.)**
 - 1) **The Offered Certificates will be sold by the Depositor to the Underwriters on the Closing Date**
 - 2) **The Offered Certificates will initially be represented by one or more global certificates registered in the name of a nominee of the Depository Trust Company**
 - f. **The Certificates are Obligations of the Trust Only, DBT05.1 (1 pg.)**
 - 1) **The certificates will not represent an ownership interest in or obligation of the Depositor, the Master Servicer, the Seller the Originators, the Trustee or any of their respective affiliates.**
 - 2) **Proceeds of the assets included in the trust will be the sole source of distributions on the Class A Certificates and the Mezzanine Certificates**
 - g. Assignment of the Mortgage Loans, DBT07.1 (1 pg.)
 - 1) **The Depositor will deliver to the Trustee (or to a custodian on the Trustee's behalf) with respect to each Mortgage Loan (i) the mortgage note endorsed without recourse in blank to reflect the transfer of the Mortgage Loan, (ii) the original mortgage with evidence of recording indicated thereon and (iii) an assignment of the mortgage in recordable form endorsed in blank without recourse, reflecting the transfer of the Mortgage Loan.**
 - 2) **The Depositor will not cause to be recorded any Assignment which relates to a Mortgage Loan in any jurisdiction... unless such failure to record would result in a withdrawal or a downgrading by any Rating Agency**
 - h. The Seller and Master Servicer, DBT07.2 (1 pg.)
 - 1) **Ameriquest Mortgage Company (sometimes referred to herein as "Ameriquest", the "Seller" or the "Master Servicer")**

LIST OF EXHIBITS – DEFENDANT MOTION FOR SANCTIONS (CON'T.)

GROUP EXHIBIT 1., SUBSET OF EXHIBITS PREVIOUSLY SUBMITTED IN SUPPORT OF DEFENDANT MOTION FOR SUMMARY JUDGMENT (CON'T.)

GROUP EXHIBIT C., DEUTSCHE BANK NATIONAL TRUST

Nbr Description

1. Deutsche Bank National Trust Prospectus: Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1 (AMQABS2004R1) (con't.)
 - i. SEC Form 15-15D (3 pgs.)
 - 1) Certification and Notice of Termination of Registration under Section 12(g)
 - 2) As of 01/26/05, there are 12 certificate holders, AS NOMINEE FOR DEPOSITORY TRUST COMPANY, NOT INVESTORS
 - j. Legal Actions, Preview of Ameriquest Settlement on 01/23/2006 – (2 pgs.)

GROUP EXHIBIT D., AMERIQUEST SETTLEMENT WAIVED UPON FILING OF FORECLOSURE ACTIONS IN FUTURE

Nbr Description

1. 01/23/06 Ameriquest Settlement Agreement, pgs. 1, 39-41 (4 pgs.)
 - a. "Notwithstanding this release, we may affirmatively or defensively assert any claim or defense that we have with respect to my loan with an Ameriquest Party in response to a judicial or threatened non-judicial foreclosure, including those related to the lending practices listed in this release" (pg. 41).
 - b. Waiver was in effect until the Lis Pendens was filed for this property on 08/26/09 which was after the Chapter 7 Bankruptcy was discharged on 05/05/09
 - c. THEREFORE, DEFENDANT COULD NOT HAVE RAISED THESE ISSUES IN THE CHAPTER 7 BANKRUPTCY
2. Undated letters received from Illinois Attorney General: Notice of Your Right to a Restitution Payment (3 pgs.)
 - a. \$340.70 Duplex (Aurora)
 - b. \$517.69 Solar (Naperville)
 - c. \$849.54 Dawn (Glen Ellyn)
3. 12/14/07 Ameriquest Settlement Restitution Settlement Check for \$2590.03 per above (2 pgs.)

LIST OF EXHIBITS – DEFENDANT MOTION FOR SANCTIONS (CON'T.)

GROUP EXHIBIT 2. PRIOR PLEADINGS, ORDERS, AND REPORTS OF PROCEEDINGS, SUBSET OF EXHIBITS PREVIOUSLY SUBMITTED IN SUPPORT

- | Nbr | Description |
|--|---|
| 1. | 06/23/10 Plaintiff Emergency Motion to Vacate Order and for Sanctions with extensive comments by Defendant (6 pgs.) <ol style="list-style-type: none">Plaintiff is a totally different trust, 2004-R3, not the trust 2004-R1 as specified in the ComplaintDefamation of Defendant's characterLibelous filing for the third time as a false allegation that Defendant committed a Class 3 Felony regarding Defendant's Section 1 109 Certification of Pleadings, including Proof of Service with Delivery Confirmation numbers |
| 2. | 06/24/10 Order (1 pg.) <ol style="list-style-type: none">Non-emergency briefing schedule for Plaintiff Emergency Motion. |
| 3. | 06/24/10 Report of Proceedings with extensive comments by Defendant (7 pgs.)
sanctions (10 pgs.) <ol style="list-style-type: none">Defendant Certification - Defendant Response to Plaintiff Emergency Motion to Vacate Order and for Sanctions (1 pg.)List of Exhibits - Defendant Response to Plaintiff Emergency Motion to Vacate Order and for Sanctions (4 pgs.) |
| NOTE: SEE ALL PREVIOUSLY SUBMITTED EXHIBITS IN GROUP EXHIBIT 2/GROUP EXHIBIT 2 BELOW (pgs. 10-11) | |
| 5. | 07/14/10 (Deutsche Bank National Trust Company) Reply in Support of Emergency Motion to Vacate Court Order and for Sanctions (8 pgs.) <ol style="list-style-type: none">Plaintiff is a totally different trust, 2004-R3, not the trust 2004-R1 as specified in the ComplaintDefamation of Defendant's characterLibelous filing for the second time as a false allegation that Defendant committed a Class 3 Felony regarding Defendant's Section 1 109 Certification of Pleadings, including Proof of Service with Delivery Confirmation numbers |
| 6. | 07/22/10 Order (1 pg.) <ol style="list-style-type: none">Plaintiff's Motion to Vacate Court Order and for Sanctions is denied without prejudice |

LIST OF EXHIBITS – DEFENDANT MOTION FOR SANCTIONS (CON'T.)

GROUP EXHIBIT 2, PRIOR PLEADINGS, ORDERS, AND REPORTS OF PROCEEDINGS, SUBSET OF EXHIBITS PREVIOUSLY SUBMITTED IN SUPPORT OF DEFENDANT MOTION FOR SUMMARY JUDGMENT (CON'T.)

GROUP EXHIBIT 1, Plaintiff Emergency Motion to Vacate Order and for Sanctions (con't.)

Nbr Description

7. **07/22/10 Report of Proceedings with extensive comments by Defendant (19 pgs.)**
 - a. **Numerous slanderous statements by Plaintiff's litigation counsel**
 - 1) "This is the second time we have not received Notice of Motion", (pg. 3, lns 1-5)
 - 2) "But in this case, we believe there was a specific purpose for it." (pg. 12, lns. 6-8.
 - 3) "The point is that there is an enormous discrepancy between what the U.S. Postal Service tells us and what Ms. Scheffers tells us." (pg. 14, lns. 5-9)
 - b. **The Court found, "According to what is of record, notice was in accord with what Practice Act requires." (pg. 12, lns. 15-17)**
 - c. **The Court stated, "Legally I can't imply from what I see in front of me that there was any intent to confuse or to take advantage of legal process here in the manner in which notice was sent." (pg. 13, lns. 2-5)**
 - d. **The Court failed to read the Defendant pleadings, even with a courtesy copy in advance (pgs. 9, 16, 17)**

LIST OF EXHIBITS – DEFENDANT MOTION FOR SANCTIONS (CON'T.)

GROUP EXHIBIT 2, PRIOR PLEADINGS, ORDERS, AND REPORTS OF PROCEEDINGS, SUBSET OF EXHIBITS PREVIOUSLY SUBMITTED IN SUPPORT OF DEFENDANT MOTION FOR SUMMARY JUDGMENT (CON'T.)

GROUP EXHIBIT 2, Defendant Request for Sanctions of Pierce & Associates, Dykema Gossett, Amy Jonker as submitted under Section 1109 certification within Defendant Response to Plaintiff Emergency Motion to Vacate Order and for Sanctions on 07/06/10 above

- | Nbr | Description |
|------------|---|
| 1. | Summons dated Aug 26, 2009 (1 pg.) |
| 2. | Service upon Defendant dated September 10, 2009 (1 pg.) |
| 3. | Pierce & Associates letter dated September 16, 2009 (2 pgs.) <ol style="list-style-type: none">Hired by American Home Mortgage Servicing, Inc. as Successor in Interest to Option One as servicer to commence foreclosure proceedings, not by Plaintiff as stated in the Foreclosure ComplaintAs of September 16, 2009, \$186,795.82 is amount due with no supporting detailPer the Stay Motion Order on April 24, 2009, the Note is being discharged in the Chapter 7 Bankruptcy that closed on May 5, 2009Pursuant to the Fair Debt Collection Practices Act, the firm of Pierce & Associates is deemed to be a debt collector |
| 4. | Report of Proceedings for January 28, 2010, pgs. 1-2, 24, 26-29 (7 pgs.) |
| 5. | UPS package received with cover letter dated February 23, 2010 <ol style="list-style-type: none">Cover letter from Candace A. Mandel, Assistant to Amy R. Jonker, Dykema Gossett PLLC (1 pg.)<ol style="list-style-type: none">Enclosed document: Defendant <sic> Deutsche Bank's <sic> Notice and Motion for Extension of Time to Answer or Otherwise PleadEnclosed document: Additional AppearanceMotion for Extension of Time to Answer or Otherwise Plead (2 pgs.)Additional Appearance filed February 5, 2010 (1 pg.) |
| 6. | Plaintiff's Response to Defendant's First Request for Production with numerous false/wrong statements indicated by Defendant sent February 26, 2010 (6 pgs.) |
| 7. | Defendant Notice of Motion, <i>Defendant/Counter-Plaintiff Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing</i> (1 pg.) |
| 8. | Plaintiff Notice of Motion, <i>Defendant <sic> Deutsche Bank's <sic> Motion for Extension of Time to Answer or Otherwise Plead</i> (1 pg.) |
| 9. | Plaintiff Re-Notice of Motion, <i>Defendant <sic> Deutsche Bank's <sic> Motion for Extension of Time to Answer or Otherwise Plead</i> (1 pg.) |
| 10. | Defendant Notice of Motion – Amended Date, <i>Defendant/Counter-Plaintiff Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing</i> (1 pg.) |
| 11. | E-mail exchange between Defendant and Amy Jonker (6 pgs.) |

LIST OF EXHIBITS – DEFENDANT MOTION FOR SANCTIONS (CON'T.)

GROUP EXHIBIT 2, PRIOR PLEADINGS, ORDERS, AND REPORTS OF PROCEEDINGS, SUBSET OF EXHIBITS PREVIOUSLY SUBMITTED IN SUPPORT OF DEFENDANT MOTION FOR SUMMARY JUDGMENT (CON'T.)

GROUP EXHIBIT 2, Defendant Request for Sanctions of Pierce & Associates, Dykema Gossett, Amy Jonker as submitted under Section 1 109 certification within Defendant Response to Plaintiff Emergency Motion to Vacate Order and for Sanctions on 07/06/10 above

- | Nbr | Description |
|------------|--|
| 12. | Defendant Notice of Motion, Defendant/Counter-Plaintiff Motion for Leave to Amend Defendant/Counter-Plaintiff Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing recorded on April 20, 2010 <ol style="list-style-type: none">With hand-printed date of "April 27 at 1:30 p.m." (1 pg.)With blank space for hand-printed date (1 pg.)With handwritten date of "May 13, 9:30" as submitted by Amy Jonker (1 pg.) |
| 13. | Plaintiff/Counter-Defendant's Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS Section 2-619.1 recorded March 16, 2010 (2 pgs.) |
| 14. | Plaintiff Memorandum in Support of Plaintiff/Counter-Defendant's Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS § 2-619.1 (14 pgs.) |
| 15. | Plaintiff's Reply in Support of its Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS § 2-619.1 mailed May 7, 2010 (10 pgs.) |
| 16. | Plaintiff's Response to Defendant Scheffer's <sic> Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing with numerous wrong/inaccurate statements indicated by Defendant (10 pgs.) |
| 17. | Court Order dated May 13, 2010 (1 pg.) |
| 18. | Report of Proceedings for May 13, 2010, pgs. 1, 13-16, 32 (5 pgs.) |
| 19. | Court Order dated June 22, 2010 with briefing schedule (1 pg.) <ol style="list-style-type: none">Plaintiff to file reply to defendant Lauren Scheffers motion to correct the order, motion to compel production and motion to reconsider by 7-20-10Lauren Scheffers to file any reply to plaintiff's responses by 8-3-10Hearing on the motion to correct the order, motion to compel production, and motion to reconsider is set for hearing on Thursday, 8-12-10 at 9:30 a.m.The hearing date of 7-15-10 is cancelled. |
| 20. | Report of Proceedings for June 22, 2010, pgs. 1-2 (2 pgs.) |
| 21. | E-mail to Defendant from Amy Jonker, Dykema Gossett, dated 06/23/10 at 7:26 p.m. with attached PDF of Emergency Motion to Vacate Court Order and for Sanctions to be heard 10 hours later, June 24, 2010 at 9:30 a.m. (2 pgs.) |

LIST OF EXHIBITS – DEFENDANT MOTION FOR SANCTIONS (CON'T.)

**GROUP EXHIBIT 3, PLEADINGS, ORDERS, AND REPORTS OF PROCEEDINGS
SUBSEQUENT TO FILING OF DEFENDANT MOTION FOR SUMMARY JUDGMENT**

GROUP EXHIBIT A, Defendant Motion for Leave to File Motion to Strike Plaintiff's 09-14-10 Motions Pursuant to 735 ILCS 5/2-615(b), *Instante*

Nbr Description

1. 09/14/10 Defendant Motion for Leave to File Motion to Strike Plaintiff's 09-14-10 Motions Pursuant to 735 ILCS 5/2-615(b), *Instante*
 - a. Notice of Motion (1 pg.)
 - b. Defendant Motion for Leave to File Motion to Strike Plaintiff's 09-14-10 Motions Pursuant to 735 ILCS 5/2-615(b), *Instante* (2 pgs.)
 - c. List of Exhibits (4 pgs.)
2. 10/18/10 Memorandum in Support of Defendant Motion to Strike Plaintiff's 09-14-10 Motions Pursuant to 735 ILCS 5/2-615(b)
 - a. Notice of Filing (1 pg.)
 - b. Defendant Motion Pursuant to 735 ILCS 5/2-615(b) (2 pgs.)
 - c. Defendant Certification - Memorandum in Support of Defendant Motion to Strike Plaintiff's 09-14-10 Motions Pursuant to 735 ILCS 5/2-615(b) (1 pg.)
 - d. Proof of Service (1 pg.)

GROUP EXHIBIT B, Motion to Strike Defendant's Motion for Summary Judgment

Nbr Description

1. 10/05/10 Motion to Strike Defendant's Motion for Summary Judgment
 - a. Notice of Filing (2 pgs.)
NOTE: SHOULD BE NOTICE OF MOTION WITH HEARING DATE
 - b. Motion to Strike Defendant's Motion for Summary Judgment (2 pgs.)
2. 10/18/10 Defendant Response to Plaintiff Motion to Strike Defendant Motion for Summary Judgment
 - a. Notice of Filing (1 pg.)
 - b. Defendant Response to Plaintiff Motion to Strike Defendant Motion for Summary Judgment (4 pgs.)
 - c. Defendant Certification - Defendant Response to Plaintiff Motion to Strike Defendant Motion for Summary Judgment (1 pg.)
 - d. Proof of Service (1 pg.)
 - e. List of Exhibits (2 pgs.)

LIST OF EXHIBITS – DEFENDANT MOTION FOR SANCTIONS (CON'T.)

**GROUP EXHIBIT B, PLEADINGS, ORDERS, AND REPORTS OF PROCEEDINGS
SUBSEQUENT TO FILING OF DEFENDANT MOTION FOR SUMMARY JUDGMENT
(CON'T.)**

**GROUP EXHIBIT C, Defendant Combined Response to Plaintiff Motion for Order of
Default, Motion for Judgment for Foreclosure and Sale, and Motion for Summary
Judgment**

Nbr Description

1. 10/18/10 Defendant Combined Response to Plaintiff Motion for Order of Default, Motion for Judgment for Foreclosure and Sale, and Motion for Summary Judgment (3 pgs.)
 - a. Notice of Filing (1 pg.)
 - b. Notice of Filing Proof of Service (1 pg.)
 - c. Defendant Combined Response to Plaintiff Motion for Order of Default, Motion for Judgment for Foreclosure and Sale, and Motion for Summary Judgment (3 pgs.)
 - d. Defendant Certification - Combined Response to Plaintiff Motion for Order of Default, Motion for Judgment for Foreclosure and Sale, and Motion for Summary Judgment (1 pg.)
 - e. Proof of Service (1 pg.)
 - f. List of Exhibits (1 pg.)
 - g. Exhibit 1 (5 pgs.)
 - h. Exhibit 2 (4 pgs.)
 - i. Exhibit 3 (2 pgs.)
 - j. Exhibit 4 (8 pgs.)
 - k. Exhibit 5 (1 pg.)
 - l. Exhibit 6 (2 pgs.)

GROUP EXHIBIT D, Hearing on August 12, 2010

Nbr Description

1. 08/12/10 Court Order (1 pg.)
2. 08/12/10 Report of Proceeding with extensive comments by Defendant (pgs. 1, 18-19, 31-35) (6 pgs.)

NOTE AT NO TIME DOES THE COURT ADMONISH THE OFFICER OF THE COURT FOR SUCH BLATANTLY INAPPROPRIATE BEHAVIOR OF LAUGHING THROUGHOUT THE HEARING OR FOR THE USE OF "CRAP" in the "true sense of the meaning." (pg. 18, lns 18-24, pg. 19, lns 1-3)

November 22, 2010

* 11/22/10

RICHARD L. ELSLIGER
PIERCE & ASSOCIATES
1 N DEARE ORN
CHICAGO IL 60602

RE: 2009 CH 003797
AMERIQUEST MORTGAGE SECURITIES TRUST 2004-PI, ASSET-BACKED P
-VS-
LAUREN SCHEFFERS

Dear COUNSEL

Enclosed is a copy of the Minute Entry Court Order entered on
11/22/2010 by the Honorable RICHARD J. SIEGEL.

Sincerely,

Pamela J. McGuire/ha

Pamela J. McGuire
Clerk of the Circuit Court

PJM/HKAN

Encl.
cc : Court File

LAUREN SCHEFFERS , Pro Se
1305 MORNING STAR CT
NAPERVILLE IL 60564

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

FILED
2010 NOV 22 AM 11:08
Clerk of the Circuit Court
Will County, Illinois

DEUTSCHE BANK NATIONAL TRUST)
COMPANY, AS TRUSTEE IN TRUST FOR THE)
BENEFIT OF THE CERTIFICATE HOLDERS)
FOR AMERIQJEST MORTGAGE SECURITIES)
TRUST 2004-R 1, ASSET-BACKED PASS-)
THROUGH CERTIFICATES, SERIES 2004-R1)
)
Plaintiff,)

vs.)

Case No: 09 CH 3797

LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND)
LEGATEES OF LAUREN SCHEFFERS, IF ANY:)
UNKNOWN OWNERS AND NON-RECORD)
CLAIMANTS;)
)
Defendants.)

ORDER

This matter comes before this court for hearing on various motions including cross motions for summary judgment, motions to strike and a motion for sanctions. This court has been required to conduct thorough review of the voluminous pleadings filed by the parties in this matter because of an extended sick leave by the court, during which time this case was temporarily transferred to another Circuit Court Judge. Upon return to the bench and return of the file to this court, and in preparation for hearing and ruling on the aforementioned motions, the court became aware of certain allegations contained in _____

PER TRANSCRIPTS

recent pleadings filed by the Defendant which question the fairness of the court which along with similar earlier allegations² make the continued appearance of impartiality of this court problematic.

*

Based on the above, and in consideration of the ongoing demeanor and the content of certain of the pleadings filed by the defendant in this matter, this court pursuant to Supreme Court rule 63 hereby recuses himself from any further involvement in this matter. This matter is transferred to the presiding judge for re-assignment.

DATED THIS 22 DAY OF NOVEMBER, 2010

ENTER:

RICHARD L. SIEGEL
CIRCUIT JUDGE

OMSJ + SANCTIONS

¹ "Defendant [sic] Response to Plaintiff [sic] Motion to Strike Defendant's Motion for Summary Judgment" filed October 18, 2010 and "Defendant [sic] Motion For Sanctions" filed November 15, 2010, paragraph 26.

² "Answer And Counter-Complaint" filed November 13, 2009, p. 16, and "Defendant [sic], Motion to Reconsider" filed June 10, 2010, Group exhibit D1, p.3 (A complaint to the U. S. Seventh Circuit Court of Appeals complaining of 2 Bankruptcy judges, a U. S. Trustee, three Illinois 2nd District Appeals Justices, and four Illinois Circuit Court Judges among others.)

JUDICIAL

COMPLAINTS

#

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE,

Plaintiff,

No. 09 CH 3797

v.

LAUREN SCHEFFERS, et al.,

Defendant.

NOTICE OF FILING

TO: Lauren Scheffers: 1305 Morning Star Court, Naperville, IL 60564
Amy Jonker Dykema, Gossett, PLLC, 10 S. Wacker Dr., Ste 2300, Chicago, IL 60606

You are hereby notified that on January 21, 2011 Plaintiff has sent for filing its Response to Defendant's Motion for Sanctions, which is attached herewith and served upon you.

Pierce & Associates

?

Proof of Service

I, Jasmin Kojeczek, an attorney, certify that I served this Notice of Filing and Response, on the above-cited parties before the hour of 5:00 P.M. on January 21, 2011, by causing the same to be deposited in the U.S. post-office box at One North Dearborn Street, Chicago, Illinois 60602, enclosed in an envelope properly addressed, as stated above, with postage fully prepaid.

Pierce & Associates

}

NO 1-1019

NO NUMBER?

Pierce & Associates, P.C.
Attorneys for Plaintiff
One North Dearborn, Suite 1300
Chicago, Illinois 60602
Telephone 312 346 9088
09-24974

LITANY OF FALSE STATEMENTS

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT

WILL COUNTY, ILLINOIS

SANCTIONS

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE.

Plaintiff.

No. 09 CH 3797

v.

LAUREN SCHEEFLERS, et al.,

Defendant.

RESPONSE TO DEFENDANT'S MOTION FOR SANCTIONS

NOW COMES the Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, by and through its attorneys, Pierce & Associates, P.C., and in response to Defendant's motion for sanctions states as follows:

NO DYKEMA?

Defendant has moved this Honorable Court for entry of sanctions against Plaintiff and its legal counsel based on various actions that they have taken in this matter. She essentially claims that Plaintiff and its counsel filed false pleadings and attempted to perpetrate a fraud upon the Court because Plaintiff does not have legal standing in this matter. However, her claims relative to lack of standing have previously been adjudicated in Plaintiff's favor. On April 13, 2010 the Court entered an Order granting Plaintiff's Motion to dismiss Defendant's Affirmative Defenses and Counterclaims and Denying Defendant's Motion to Dismiss. (A copy of the Order is

UNDISC

1-109

→ GROUND FOR APPEAL BASED ON FALSE FILING

attached hereto as **Exhibit A.**) The arguments that she raised in Defendant's Affirmative Defenses, Counter Claims, and Motion to Dismiss are nearly identical to the arguments that she has raised in her current motion. However, not only did the Court dismiss these arguments, but it specifically found that Plaintiff has legal standing in this matter. Furthermore, on August 13, 2010 the Court entered an Order denying a subsequent motion to Reconsider filed by Defendant. (A copy of the Order is attached hereto as **Exhibit B.**) The Order specifically provides that all filings by Defendant relating to affirmative defenses, counterclaims, or related defense matters are required to be submitted to the Court for written approval regarding whether Plaintiff must respond. Defendant failed to obtain a Court order allowing her to re-raise these arguments. Accordingly, Defendant's motion is improper as it seeks the imposition of sanctions based upon an issue that has already been fully litigated. Her motion must consequently be denied with

WITH NO NOTE OR A/C

WANTS DISCRETION

prejudice?

TOTALLY FALSE

WHEREFORE, the Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, prays that this Honorable Court deny Defendant's motion for sanctions, with

prejudice?

NO DENIALS/ALL ALLEGATIONS ADMITTED

Respectfully submitted,

NO 1-109

By: _____ ?
PIERCE & ASSOCIATES, P.C.
Attorneys for Plaintiff

NO NUMBER

PIERCE & ASSOCIATES, P.C.
Attorneys for Plaintiff
1 N. Dearborn, Suite 1300
Chicago, IL 60602
312-346-9088

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

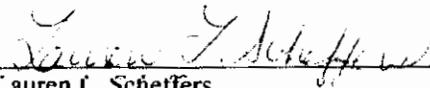
DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST) Judge Raymond E. Rossi
MORTGAGE SECURITIES TRUST 2004-R1.)
ASSET-BACKED PASS-THROUGH CERTIFICATES.)
SERIES 2004-R1)
PLAINTIFF)
VS)
LAUREN SCHEFFERS /AK/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
DEFENDANTS)

2011 FEB -7 PM 1:00

NOTICE OF FILING

To:	By USPS Priority Mail Patrick Stanton, Amy Lonker Dykema Gossett PLLC 10 South Wacker Drive, Suite 2300 Chicago, IL 60606	By USPS Priority Mail Denis Pierce Pierce & Associates Thirteenth Floor 1 North Dearborn Chicago, IL 60602	By USPS Priority Mail ATTN: David Co., Director Deutsche Bank National Trust Company, as trustee 1761 East St. Andrew Place Santa Ana, CA 92705-4934
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PLEASE TAKE NOTICE that on February 7, 2011, the undersigned filed in person with the Clerk of the Circuit Court of Will County, Illinois, the *Defendant Reply in Support of Defendant Motion for Sanctions*, a copy of which is served upon you.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

Case 09CH3797, Filed 08/26/2009

Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

PROOF OF SERVICE

The undersigned certifies that true copies of the foregoing instruments, *Defendant Reply in Support of Defendant Motion for Sanctions*, to be served upon

Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0310 2640 0001 7662 0880, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 7th day of February, 2011 and to

Denis Pierce
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0310 2640 0001 7662 0873, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 7th day of February, 2011 and to

ATTN: David Co. Director
Deutsche Bank National Trust Company, as trustee
1761 East St., Andrew Place,
Santa Ana, CA 92705-4934

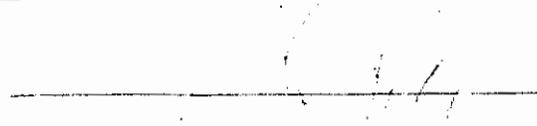
by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt
0310 2640 0001 7662 0866, properly addressed with postage prepaid by Priority Mail, and
depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave.,
Naperville, IL 60540 prior to 7:00 p.m. this 7th day of February, 2011.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651


Date

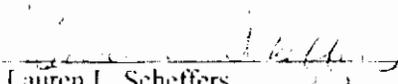
Sworn to and subscribed before me this the 7th day of February, 2011.



My Commission Expires: 02/15/2011

**DEFENDANT CERTIFICATION - DEFENDANT REPLY IN SUPPORT
OF DEFENDANT MOTION FOR SANCTIONS**

Under penalties as provided by law, pursuant to Section 1-109 of the Code of Civil Procedure (7.35 ILCS 5/1-109 from Ch. 110, par. 1-109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes the same to be true.


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

Date

Sworn to and subscribed before me this the _____ day of February, 2011.

My Commission Expires:

STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,	)	Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)	
THE CERTIFICATE HOLDERS FOR AMERIQUEST	)	Judge Raymond E. Rossi
MORTGAGE SECURITIES TRUST 2004-R1,)	
ASSET-BACKED PASS -THROUGH CERTIFICATES,)	
SERIES 2004-R1)	
)	
PLAINTIFF)	
)	
VS)	
)	
LAUREN SCHEFFERS, A/K/A LAUREN LEE)	
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)	
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)	
OWNERS AND NON RE-CORD CLAIMANTS;)	
)	
DEFENDANTS)	

DEFENDANT REPLY IN SUPPORT OF DEFENDANT MOTION FOR SANCTIONS

NOW COMES Lauren L. Scheffers, Defendant Pro Se ("Defendant"), and as its Reply in support of the Defendant Motion for Sanctions states as follows.

RELEVANT LAW

1. As discussed in the 12/29/10 hearing, the Defendant recorded the Defendant Supplemental Brief in Support of Defendant Motion for Summary Judgment on 02/03/11, which was served via U.S.P.S. Priority Mail on 02/01/11. Group Exhibit 4 included many recent rulings in favor of the property-owners.

2. With this pleading, Defendant has included additional recent rulings regarding Show Cause orders and sanctions granted against plaintiffs and their legal counsel (see attached Group Exhibit 12 inclusive). Note that key legal points are included with each ruling in the List of Exhibits, as well as Defendant emphases added on the Exhibits themselves.

3. Specifically, federal and state courts have found that Deutsche Bank/Deutsche Bank National Trust failed to meet the threshold of legal standing and denied or overturned Motions for Summary Judgment (see attached Group Exhibits 2.1.b, 2.5, 2.9, 2.11, and 2.12)

4. In a Chapter 13 bankruptcy case (see attached Group Exhibit 2.7), the U.S. Trustee has submitted a Motion for Rule 2004 Examination of Representatives of Deutsche Bank National Trust Company, as Trustee for Soundview Home Loan Trust 2005-OPTI, Asset Backed Certificates, Series 2005-OPTI, including extensive subpoena requests (pgs. 8-9), of Deutsche Bank National Trust due to the submission of suspect documents.

5. Deutsche Bank National Trust Company also was ruled against by the Supreme Court of Allegany County, Buffalo, New York on 01/25/10 (see Group Attachment 2.16).

6. Additionally, Citi Residential Lending, the former servicer for this property has been served an Order to Show Cause to "protect the integrity of the judicial foreclosure process in New Jersey and to assure the public that the process going forward will be reliable" (see attached Group Exhibit 2.14).

7. It appears that Ohio has been more proactive than Illinois about the systemic foreclosure fraud (see attached Group Exhibit 2.10). Former Ohio Attorney General Cordray even filed an amicus brief in a foreclosure action (see attached Group Exhibit 2.15), as well as filed lawsuits against servicers, such as AHMSI, the servicer in this instant action (see attached Group Exhibit 2.17).

8. There have been two recent Appellate Court rulings in Ohio that clarify the requirements for legal standing in a foreclosure proceeding (see attached Group Exhibits 2.3 and 2.13). The very recent 02/03/11 Appellate Court ruling (see attached Group Exhibit 2.5)

specifically addresses lack of legal standing by Deutsche Bank National Trust, "Thus, if Deutsche Bank had offered no evidence that it owned the note and mortgage when the complaint was filed, it would not be entitled to judgment as a matter of law."

ARGUMENT

9. As previously submitted as Exhibit 3 with the Defendant Motion for Sanctions, Deutsche Bank sent a letter to its servicers from Deutsche Bank National Trust regarding "~~Certain Allegations Regarding Loan Servicer Foreclosure Practices~~", including Cease and Desist orders that should have been applied to this instant action.

10. A simple comparison of the Plaintiff in this instant action to the alleged ~~Creditor in the Stay Order Motion~~ (see Group Exhibit 1, Group Exhibit B.3 as previously submitted with the Defendant Motion for Sanctions) filed in the Defendant's Chapter 7 Bankruptcy clearly indicates that this Complaint violates the trust's pooling and servicing agreement with American Home Mortgage Servicing Inc. ("AHMSI"), the servicer.

11. The collection letter Pierce & Associates sent to the Defendant on 09/16/09 (see Group Exhibit 1, Group Exhibit A.9 as previously submitted with the Defendant Motion for Sanctions) states that Pierce & Associates was hired by AHMSI, not by the Client. Therefore, Pierce & Associates has violated attorney ethics by filing a lawsuit for an out-of-state Plaintiff it does not represent. Dykema Gossett has also violated attorney ethics by litigating for an out-of-state Plaintiff that Dykema Gossett does not represent.

12. Additionally, since the Complaint was not filed by AHMSI on behalf of the trust, Deutsche Bank National Trust appears to not be registered to do business in Illinois, while AHMSI is (see Group Exhibits I.10 - 1.12 as previously submitted with Defendant Supplemental Brief in Support of Defendant Motion for Summary Judgment).

13. In this instant case, Deutsche Bank National Trust through its alleged filing and litigation counsel has perpetrated a Fraud upon the Court by its many false pleadings and statements in litigated hearings (see attached Group Exhibit 1 inclusive).

14. The Plaintiff's original motions of 11/10/09 in this instant action were submitted "Under penalties as provided by law, pursuant to 735 ILCS 5/1-109, I certify that the statements put forth herein are true and correct".

Therefore, all subsequent pleadings must also be verified (see attached Exhibit 1.3.b). The Plaintiff through its alleged filing and litigation counsel failed to do so for any pleadings or litigation since 11/10/09.

15. Conversely, the Defendant has submitted all pleadings with supporting Exhibits under Section 1-109 certification. Therefore, all pleadings and other documents "may be used in the same manner and with the same force and effect as though subscribed and sworn to under oath" (see attached Exhibit 1.4).

16. Per the Illinois Mortgage Foreclosure Law ("IMFL") (see attached Exhibit 1.1), the Plaintiff may not elect to enforce its security interest under the IMFL, because the trust is a mortgage-backed security trust ("MBS"), not a land trust.

17. Per the Code of Civil Procedure regarding Summary Judgment (see attached Exhibit 1.5), "any offending part or attorney may be adjudged guilty of contempt" for affidavits made in bad faith.

NOTE: Plaintiff through its alleged legal counsel has submitted no affidavits of any kind in support of the Complaint or its Motion for Summary Judgment.

18. Per the 08/03/09 Local Court Rules, 12th Judicial Circuit Court, Will County, IL, Section 4.04 regarding Requirements for Summary Motions (see attached Exhibit 1.6):

a. **“The statement of material facts shall consist of short numbered paragraphs, including within each paragraph specific references to the affidavits, parts of the record, and other supporting materials the moving party relies upon to support the facts set forth in that paragraph”**

b. **“Failure to submit such a statement constitutes grounds for the denial of the motion.”**

The Plaintiff through its alleged filing and litigation counsel failed to meet those basic local rule requirements. Therefore, the motion should be denied.

19. In February and March of 2010, the Defendant sent three e-mails to both Denis Pierce, President of Pierce & Associates (see attached Group Exhibit 1.1), and to Rex E. Schlaybaugh, Jr., Chairman of Dykema Gossett (see attached Group Exhibit 1.2), notifying counsel that their alleged client was perpetrating a Fraud upon the Court (see Group Exhibits 1.4 – 1.6 inclusive). Patrick T. Stanton, Chicago Office Managing Member of Dykema Gossett (see attached Group Exhibit 1.3), was also copied on the e-mails. “Read Receipts” were received as noted.

20. The second e-mail included the 02/26/10 Plaintiff Response to Defendant Request for Production (see attached Group Exhibit 1.5.b.1 inclusive) where Dykema Gossett admitted not only that the Plaintiff did not hold the original mortgage or the original note, but that “investigation continues” to determine who does hold them.

In addition, the 12/12/08 alleged assignment to the Plaintiff (see Group Exhibit 1, Group Exhibit A.7 as previously submitted with the Defendant Motion for Sanctions) was

fabricated after not only the Note was in default, but after the Note had been included in a Chapter 7 Bankruptcy (see Group Exhibit 1, Group Exhibit B inclusive as previously submitted with the Defendant Motion for Sanctions).

Therefore, the Plaintiff is not the Holder In Due Course (see attached Exhibit 1.2).

21. Yet, neither Pierce & Associates nor Dykema Gossett withdrew from the case due to the Fraud upon the Court for filing a foreclosure complaint, litigating for more than a year, and filing a reply in support of a Plaintiff Motion for Summary Judgment that was never even filed with the Court that requires submission of the original note and the original mortgage in open court.

22. The *Pierce & Associates Response to the Defendant Motion for Sanctions* <sic> (see attached Group Exhibit 1.8) failed to deny a single allegation, appeared to have no knowledge that Dykema Gossett had been litigation counsel for more than a year, and included many additional sanctionable false statements submitted to the Court as noted directly on Group Exhibit 1.8.

Since no allegations were denied, they are admitted (see attached Exhibit 1.3.e).

23. The *Pierce & Associates at Response to the Defendant Motion for Sanctions* <sic> (see attached Group Exhibit 1.8) cites prior rulings in this instant case. However, as the record clearly shows for an appeal, if necessary, those rulings were based on false filings and false testimony during the many hearings.

24. Additionally, Judge Siegel recused himself for lacking the appearance of impartiality. The record clearly shows judicial bias due to the Court's failure to review the requested courtesy copies prior to the hearings and in one case ruled without having access to the Defendant's responsive pleading at all, per the Report of Proceedings.

25. It would appear that Jasmin Koleczek, Associate Attorney of Pierce & Associates (see attached Group Exhibit 1.8.c) had no supervision as to the severity of the Defendant's allegations with supporting Exhibits submitted under Section 1109 certification.

26. Given the fact that the majority of sanctionable actions were by Amy Jonker of Dykema Gossett as litigation counsel (see Group Exhibit 2, Group Exhibit 2 inclusive as previously submitted with the Defendant Motion for Sanctions), there was no response from Dykema Gossett to the Defendant Motion for Sanctions.

Since no allegations were denied, they are admitted (see attached Exhibit 1.3.e).

27. The Court should note that Amy Jonker appeared confused as to which trust this Note was in, R2004-R1 as filed or R2004-R3 in the pleadings, but failed to supply any documentation that the Note is in either trust.

28. Per the court docket, the Plaintiff Motion for Summary Judgment as served upon the Defendant on 09/09/10 was never recorded with the Court.

29. The referenced affidavits in that Plaintiff Motion for Summary Judgment were not served upon the Defendant, nor were they recorded with the Court.

30. Yet, the Reply in Support of the Motion for Summary Judgment falsely states that affidavits were submitted (see attached Group Exhibit 1.7). Again, the Reply failed to deny a single allegation, appeared to have no knowledge that Dykema Gossett had been litigation counsel for more than a year, and included many additional sanctionable false statements submitted to the Court as noted directly on Group Exhibit 1.7.

Since no allegations were denied, they are admitted (see attached Exhibit 1.3.e).

31. Again, it would appear that the unidentified attorney had no supervision as to the severity of the Defendant's allegations with supporting Exhibits submitted under Section 1

109 certification, particularly that the Defendant had served a Defendant Motion for Summary Judgment, as well as a Motion to Strike the Plaintiff Motion for Summary Judgment with no Plaintiff response.

SUMMARY

32. This instant action has clearly been a travesty and an abuse of the 12th Circuit Court legal system for more than a year.

33. If this type of amateur legal pleadings and litigation that violate the foundational Rules of Civil Procedure and the Illinois Civil Statutes from attorneys representing two separate major foreclosure law firms are what Deutsche Bank National Trust received for its likely major legal fees, it is obvious why the Defendant has defended this instant action pro se.

34. The Plaintiff and its two law firms, Pierce & Associates and Dykema Gossett, and their several attorneys have perpetrated a fraud upon the Court with this instant case against a pro se litigant.

35. In fact, the two law firms have knowingly litigated the case: 1) for a Plaintiff that is not their client (see attached Group Exhibit 1.9 for a related issue) and 2) when the Plaintiff does not hold the original note or the original mortgage and "investigation continues" (see attached Group Exhibit 1.5.b) as to who does hold the original note and the original mortgage.

36. The Defendant has served pleadings upon the senior/managing partners of two separate law firms, Denis Pierce, Pierce & Associates, and Patrick T. Stanton, Dykema Gossett, including this Defendant Motion for Sanctions and the Defendant Motion for Summary Judgment. The Defendant has served recent pleadings, including this Defendant

Motion for Sanctions directly upon Deutsche Bank National Trust, since it did not hire Pierce & Associates or Dykema Gossett.

37. Therefore, Denis Pierce and Patrick Stanton have been kept fully apprised of this Fraud upon the Court by the lawyers representing their two separate firms in this instant action.

CONCLUSION

WHEREFORE, for the reasons stated herein, the Defendant prays that this Honorable Court address the harm that has been done to the integrity of the Court:

1. Sign an Order to Show Cause for Denis Pierce of Pierce & Associates and Patrick Stanton/Amber Lonker of Dykema Gossett as to why the Court should not find the two law firms and the individual attorneys who have filed false pleadings and/or litigated in this instant action in contempt of court and grant substantial sanctions for filing and litigating a frivolous, wrongful foreclosure complaint without having any evidence of any kind to support the legal standing of their alleged client.

2. Sign an Order granting punitive damages to the Defendant for the emotional distress (see Group Exhibit 2.18 which references Exhibit 6 as previously submitted with the Defendant Motion for Sanctions) related to this wrongful foreclosure attempt relative to the Defendant's home that the Defendant personally designed and had built in 1984-1985.

3. Such other or further relief as the Court deems proper under the circumstances, including Defendant fees, filing/recording/transportation/parking/Staples copy costs/home printing costs, and an hourly rate for Defendant's hundreds of hours spent over the past year researching and creating the many "term paper" pleadings and preparing for/participating in the many hearings on: 11/24/09, 01/28/10, 03/16/10, 04/27/10, 05/13/10, 06/22/10, 06/24/10,

07/03/10, 07/22/10, 08/12/10, 09/14/10, 11/16/10, 11/18/10, and 12/29/10 when the Plaintiff never had possession of the original mortgage or the original note at all, a gross waste of judicial resources, as well.

The Defendant further requests that the Court report the Plaintiff, its law two firms, Pierce & Associates and Dykema Gossett, and their several attorneys to:

1. The Illinois Attorney General under ILCS 720 5/Art. 16H, Illinois Financial Crime Law (see attached Exhibit 1.9 as previously submitted with the Defendant Motion for Summary Judgment).

2. The HARDC for investigation related to attorney ethics violations, false statements to the Court, Fraud Upon the Court, and Class 3 Felonies for serving the Defendant the 09/14/10 Motions with references to affidavits under Section 1 109 that were not served upon the Defendant nor were they filed with the Court and

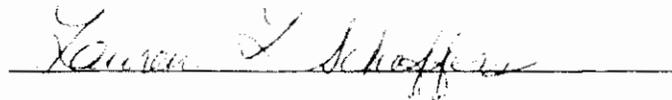
3. The appropriate authorities for violating federal bankruptcy laws in an ongoing attempt to collect a debt that was discharged as unsecured in a Chapter 7 bankruptcy, as well as for knowingly violating the Fair Debt Collection Practices Act.

This Court should be very concerned that the major foreclosure law firms have made a mockery of the 12th Judicial Circuit Court. This entire case has been a Fraud upon the Court, as perpetrated by the Plaintiff's alleged law firms, Pierce & Associates and Dykema Gossett, on behalf of a Plaintiff they do not represent as a client.

As a recently elected judge, this Court now needs to make a judicial statement with its ruling on this Defendant Motion for Sanctions:

- 1 Will this Court condone the actions of Pierce & Associates and Dykema Gossett and their several attorneys or
2. Will this Court enforce the Illinois Constitution and Illinois and federal laws by ordering substantial sanctions to send a clear message as to what is unacceptable to the 12th Judicial Circuit Court?

Respectfully Submitted,



Lauren L. Scheffers, Defendant Pro Se
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

**LIST OF EXHIBITS – DEFENDANT REPLY IN SUPPORT OF
DEFENDANT MOTION FOR SANCTIONS**

EXHIBIT

Nbr Description

1. Notice of Filing (1 pg.)
2. ~~Defendant Reply in Support of Defendant's Motion for Sanctions~~
3. Defendant Certification – Defendant Reply in Support of Defendant's Motion for Sanctions (1 pg.)
4. Proof of Service – Defendant Reply in Support of Defendant's Motion for Sanctions (2 pgs.)
5. List of Exhibits – Defendant Reply in Support of Defendant's Motion for Sanctions (10 pgs.)

EXHIBIT 1, Illinois Civil Statutes and Local Court Rules

Nbr Description

1. ILCS 735 5/Art. XV, Illinois Mortgage Foreclosure Law (6 pgs.)
 - a. Sec. 15-1106 (b): "A secured party ... **may at its election** enforce its security interest in a foreclosure under this Article **if its security interest...is created by (i) a collateral assignment of beneficial interest in a land trust**" (pg. 1)
NOTE: MORTGAGE-BACKED SECURITIES TRUSTS ("MBS") ARE NOT LAND TRUSTS, so the secured parties may not elect to enforce the security interest under the IM FL. Any court orders for Default, for Summary Judgment, and/or for Foreclosure and Sale related to MBS trusts are VOID ab initio
2. ILCS 810 5/Article 3, Uniform Commercial Code, re: Part 3. Enforcement of Instruments (2 pgs.)
 - a. **Sec. 3-302 Holder in Due Course. (2) the holder took the instrument (i) for value, (ii) in good faith, (iii) without notice that the instrument is overdue or has been dishonored (pg. 1)**
3. ILCS 735 5/Art. II, Pt. 6, Code of Civil Procedure, re: Pleading (4 pgs.)
 - a. Sec. 2 (503. Form of pleadings. (b) Each separate cause of action upon which a separate recovery might be had shall be stated in a separate count or counterclaim, as the case may be and **each count, counterclaim, defense or reply, shall be separately pleaded, designated and numbered, and each shall be divided into paragraphs numbered consecutively, each paragraph containing, as nearly as may be, a separate allegation (pg. 1)**
 - b. Sec. 2 (505. Verification of pleadings. (a) Any pleading, although not required to be sworn to, may be verified by the oath of the party filing it... **If any pleading is so verified, every subsequent pleading must also be verified (pg. 2)**
 - c. **Sec. 2 (505 (b) The allegation of the execution or assignment of any written instrument is admitted unless denied in a pleading verified by oath (pg. 2)**
 - d. Sec. 2 (506 Exhibits... In either case the exhibit constitutes a part of the pleading for all purposes (pg. 2))
 - e. **Sec. 2 (510 Pleadings to be specific. (b) Every allegation, except allegations of damages, not explicitly denied is admitted (pg. 3)**

**LIST OF EXHIBITS--DEFENDANT REPLY IN SUPPORT OF DEFENDANT
MOTION FOR SANCTIONS (CON'T.)**

EXHIBIT 1, Illinois Civil Statutes and Local Court Rules (con't.)

Nbr Description

4. ILCS 735 5/1 109, Code of Civil Procedure, re: Verification by Certification (1 pg.)
 - a. **Any pleading, affidavit or other document certified in accordance with this Section may be used in the same manner and with the same force and effect as though subscribed and sworn to under oath**
5. ILCS 735 5/Art. II, Pt. 10, Code of Civil Procedure, re: Summary Judgment (1 pg.)
 - a. "(f) Affidavits made in bad faith...any offending party or attorney may be adjudged guilty of contempt"

NOTE: Plaintiff through its alleged legal counsel has submitted no affidavits of any kind in support of the Complaint or its Motion for Summary Judgment.
6. 2009/08/03 Local Court Rules, 12th Judicial Circuit Court, Will County, IL, Section 4.04 re: Requirements for Summary Motions pg. 1, pgs. 11-12 (as previously submitted)
 - a. "With each motion for summary judgment filed pursuant to 735 ILCS 5/2-1005, the moving party shall serve and file: a. The pleadings, depositions, admissions, affidavits, and their supplemental materials which support/oppose the motion"
 - b. **"The statement of material facts shall consist of short numbered paragraphs, including within each paragraph specific references to the affidavits, parts of the record, and other supporting materials the moving party relies upon to support the facts set forth in that paragraph"**
 - c. **"Failure to submit such a statement constitutes grounds for the denial of the motion"**

GROUP EXHIBIT II, Additional sanctionable actions by Pierce & Associates and Dykema Gossett (ascending chronological order)

Nbr Description

1. Pierce & Associates/Denis Pierce, President web page screen print per LinkedIn, judicial notice requested (2 pgs.)
2. Dykema Chairman/Rex E. Schlaybaugh, Jr. web page screen print, judicial notice requested (3 pgs.)
3. Dykema Chicago Office/Patriek T. Stanton, Office Managing Member, web page screen print, judicial notice requested (2 pgs.)
4. E-mail dated 02/24/2010, 12:19 p.m., Subject: #1 NOTIFICATION OF CLIENT FRAUD UPON THE COURT, IL/Will County/09CH3797
 - a. To Dykema Chairman, Rex E. Schlaybaugh, Jr.; Dykema Chicago Office Managing Member, Patrick Stanton; Dykema attorneys, Amy Jonker and James Dougherty (4 pgs.)
 - b. Read Receipt for E-mail dated 02/24/2010, 12:59 p.m., from Rex E. Schlaybaugh (1 pg.)
 - c. Read Receipt for E-mail dated 02/24/2010, 02:05 p.m., from Patrick Stanton (1 pg.)
 - d. Forwarded e-mail dated 02/25/2010, 08:07 a.m., to Pierce & Associates Senior Founding Partner, Denis Pierce (1 pg.)

**LIST OF EXHIBITS – DEFENDANT REPLY IN SUPPORT OF
DEFENDANT MOTION FOR SANCTIONS (CON'T.)**

GROUP EXHIBIT 1, Additional sanctionable actions by Pierce & Associates and Dykema Gossett (con't.)

Nbr Description

5. E-mail dated 03/08/2010, 04:31 p.m., Subject: #2 NOTIFICATION OF CLIENT FRAUD UPON THE COURT, IL/Will County/09CH3797
- a. To Dykema Chairman, Rex E. Schlaybaugh, Jr.; Dykema Chicago Office Managing Member, Patrick Stanton; Dykema attorneys, Amy Junker and James Dougherty (3 pgs.)
- b. **ATTACHMENTS:**
- 1) **Clean scans of Dykema 02/26/10 Response to Defendant Request for Production of attached copy as previously submitted copy with Defendant commentary (6 pgs.)**
- a) After Stay Order Motion had been granted to Plaintiff, when not listed as the Secured Creditor on Schedule D
- b) Many totally false Trustee statements
- 1) Borrowers never receive original mortgage/notes
- 2) Lenders always maintain original mortgage/notes as critical legal documents to support foreclosure complaints
- c) Trustee states that it is searching for **an original of the mortgage** and will produce it to Scheffers upon locating it. **Investigation continues.**
- d) Trustee states that it is searching for **an original of the note** and will produce it to Scheffers upon locating it. **Investigation continues.**
- e) Trustee states that it is searching for **an original of the assignment** and will produce it to Scheffers upon locating it. **Investigation continues.**
- f) Trustee totally failed to produce the Defendant's request for the original sale or assignment documentation **prior to this Trust's closing date of February 6, 2004** to support the filing with the Securities Exchange Commission.
- g) **Trustee failed to produce the Defendant's request for a copy of the portion of the Prospectus submitted to the Securities Exchange Commission for this Ameriquest Mortgage Securities Trust 2004-R1 that verifies that this mortgage and note were included**
- 2) **Scheffers.txt: Report of Proceedings for 01/28/09 (not attached)**
- c. Read Receipt for E-mail dated 03/09/2010, 08:31 a.m., from Rex E. Schlaybaugh (1 pg.)
- d. Read Receipt for E-mail dated 03/08/2010, 04:56 p.m., from Patrick Stanton (1 pg.)
- e. Forwarded e-mail dated 03/09/2010, 03:01 p.m., to Pierce & Associates Senior Founding Partner, Denis Pierce (1 pg.)

**LIST OF EXHIBITS – DEFENDANT REPLY IN SUPPORT OF
DEFENDANT MOTION FOR SANCTIONS (CON'T.)**

GROUP EXHIBIT V, Additional sanctionable actions by Pierce & Associates and Dykema Gossett (con't.)

Nbr Description

6. E-mail dated 03/09/2010, 10:48 a.m., Subject: #3 NOTIFICATION OF CLIENT FRAUD UPON THE COURT, IL/Will County/09CH3797
 - a. To Dykema Chairman, Rex E. Schlaybaugh, Jr.; Dykema Chicago Office Managing Member, Patrick Stanton; Dykema attorneys, Amy Junker and James Dougherty (1 pg.)
 - b. ATTACHMENT: 03/03/10 Motion to Dismiss (not attached)
 - c. Read Receipt for E-mail dated 03/09/2010, 10:58 a.m., from Rex E. Schlaybaugh (1 pg.)
 - d. Read Receipt for E-mail dated 03/09/2010, 07:11 p.m., from Patrick Stanton (1 pg.)
 - e. Forwarded e-mail dated 03/09/2010, 03:04 p.m., to Pierce & Associates Senior /Founding Partner, Denis Pierce (1 pg.)

NOTE: NEITHER PIERCE & ASSOCIATES NOR DYKEMA GOSSETT WITHDREW FROM THIS CASE AS REQUIRED BY THE ATTORNEY CODE OF ETHICS

7. 2010/10/19 [P aintiff] Reply in Support of Motion for Summary Judgment
 - a. Notice of Filing (2 pgs.)
 - b. [Plaintiff] Reply in Support of Motion for Summary Judgment (4 pgs.)
 - 1) No denial of a single allegation
 - 2) No mention of Dykema Gossett as litigation counsel
 - 3) Additional sanctionable false statements submitted to the Court by unidentified attorney
8. 2011/01/21 Response to Defendant's Motion for Sactions <sic>
 - a. Notice of Filing (1 pg.)
 - b. Response to Defendant's Motion for Sactions <sic> (2 pgs.)
 - 1) No denial of a single allegation
 - 2) No mention of Dykema Gossett as litigation counsel
 - 3) Additional sanctionable false statements submitted to the Court
 - c. Jasmin Koleczek – Associate Attorney at Pierce & Associates per LinkedIn, judicial notice requested (1 pg.)
9. 2011/01/05 Cook County Sheriff: Convicted Felon Took Cash to Act as Attorney, Enter Pleas (1 pg.)

QUESTION: WHAT ARE THE ATTORNEY ETHICS VIOLATIONS, IF PIERCE & ASSOCIATES AND DYKEMA GOSSETT HAVE FILED/LITIGATED THIS ENTIRE INSTANT ACTION FOR MORE THAN A YEAR, IF THE PLAINTIFF IS NOT THE CLIENT OF EITHER LAW FIRM?

**LIST OF EXHIBITS – DEFENDANT REPLY IN SUPPORT OF
DEFENDANT MOTION FOR SANCTIONS (CON'T.)**

GROUP EXHIBIT 2, Relevant foreclosure fraud investigations and rulings related to Sanctions against Plaintiffs and their law firms (descending chronological order)

NOTE: Extensive additional rulings have been submitted as Group Exhibit 4 with Defendant Supplemental Brief in Support of Defendant Motion for Summary Judgment

NOTE: No such orders found in Illinois related to wrongful foreclosures/Fraud on the Courts

Nbr Description

1. Mortgage Assignments, Mortgage Servicers and Securitized Trusts in Bankruptcy Cases, by Lynn E. Szymoniak, Esq. Editor, *Fraud Digest*, and Ray Brown, J.D., University of Pennsylvania Law School, 2010 (9 pgs.)
 - a. **NOTE REFERENCES REGARDING SANCTIONS (pgs. 2, 4, 6, 7, 9)**
 - b. **NOTE REFERENCES REGARDING DEUTSCHE BANK (pgs. 2, 6-7)**
 - c. **NOTE REFERENCE REGARDING AMERIQUEST (pgs. 5-6)**
2. *Fraud Digest: One Question Pop Quiz* (1 pg.)
 - a. **“Debtors are entitled to due process and protection from criminal acts”**
3. 2011/02/06 *Washington Post: The rise and fall of a foreclosure king* (2 pgs.)
 - a. **“Today the banking industry’s eviction juggernaut is under intense scrutiny as allegations of systemic foreclosure fraud mount” (pg. 1)**
 - b. **“The 50 state attorneys general are conducting a foreclosure industry probe. So are state and federal regulators” (pg. 1)**
 - c. **“Class-action lawsuits are gathering force, and, with increasing frequency, state judges are tossing out foreclosure suits in favor of borrowers” (pg. 1)**
4. 2011/02/06 *Highlands Today: Court’s stance on foreclosure case could have big impact* (1 pg.)
 - a. **“An appeals court last week requested that the high court consider the case of Greenacres homeowner Roman Pino as a matter of ‘great public importance.’ The decision by the 4th District Court of Appeal in West Palm Beach was unusual as neither the bank nor the homeowner requested such a review.”**
 - b. **“We conclude that this is a question of great public importance, as many, many mortgage foreclosures appear tainted with suspect documents,’ the appeals court wrote in certification to the Supreme Court”**
5. 2011/02/03 *Court of Appeals of Ohio, Eighth Appellate District, County of Cuyahoga, Deutsche Bank National Trust Co, Plaintiff-Appellee, vs. Chanel Triplett, et al, Defendants-Appellants, Judges Blackmon, Sweeney, and Gallagher* (9 pgs.)
 - a. **“The real-party-in-interest requirement, ‘enables the defendant to avail himself of evidence and defenses that the defendant has against the real party in interest, and to assure him finality of the judgment, and that he will be protected against another suit brought by the real party at interest on the same matter’ (pg. 8)**
 - b. **“The current holder of the note and mortgage is the real party in interest in a foreclosure action” (pg. 8)**

**LIST OF EXHIBITS—DEFENDANT REPLY IN SUPPORT OF
DEFENDANT MOTION FOR SANCTIONS (CON'T.)**

**GROUP EXHIBIT 2, Relevant foreclosure fraud investigations and rulings related to
Sanctions against Plaintiffs and their law firms (con't.)**

Nbr Description

5. 2011/02/03 Court of Appeals of Ohio, Eighth Appellate District, County of Cuyahoga. **Deutsche Bank National Trust Co, Plaintiff-Appellee, vs. Chanel Triplett, et al. Defendants-Appellants. Judges Blackmon, Sweeney, and Gallagher (con't.)**
 - c. **“Deutsche Bank’s affidavit of ownership, sworn out more than a year after the foreclosure complaint was filed, is insufficient to vest the bank with standing to file and maintain the action” (pg. 9)**
 - d. **“Thus, if Deutsche Bank had offered no evidence that it owned the note and mortgage when the complaint was filed, it would not be entitled to judgment as a matter of law” (pg. 9)**
 - e. **“Accordingly, we reverse the trial court’s decision because Deutsche Bank lacks standing” (pg. 9)**
6. 2011/01/26 Daily Finance: Foreclosure Document Fraud Drives Notaries to Take the Fifth (2 pgs.)
 - a. **“Among the many legal problems now being discovered with the foreclosure documents that banks have been using are false notarizations”**
 - b. **“While such false notarizing is criminal, I’ve not yet hear of any notaries being charged. However, in Maryland, Steve Lash of *The Daily Record* reports that 18 current and former notaries have invoked their Fifth Amendment right against self-incrimination in a foreclosure case.**
7. 2011/01/26 United States Bankruptcy Court, District of Connecticut, Bridgeport Division, in re Tiffany M. Kritharakis, Debtor, Chapter 13, Case No. 10-51328 (AHWS), U.S. Trustee Tracy Hope Davis (10 pgs.)
 - a. **“To begin with, the POC [Proof of Claim] asserted that Deutsche was a creditor of the Debtor, yet the Note and Mortgage annexed to the POC appear to document a note and mortgage as between the Debtor and MAC, not Deutsche” (pg. 6)**
 - b. **“24. The United States Trustee seeks to examine a duly authorized representative(s) of Deutsche who possesses knowledge and is most familiar with respect to the foregoing issues and regarding documents to be produced by Deutsche pursuant to a subpoena ...that will include the following [extensive list]” (pgs. 8-9)**
 - c. **“25. The United States Trustee seeks an order compelling a duly authorized representative(s) of Deutsche to attend and give sworn testimony” (pg. 10)**
8. 2011/01/25 Las Vegas Review Journal: BofA unit ordered to halt foreclosures (2 pgs.)
 - a. **“A Nye County district judge has ordered ReconTrust Co., a unit of Bank of America Corp. to stop most of its foreclosures in Nevada, based on allegations made by a Pahrump woman” (pg. 1)**
 - b. **“The order signed by Nye County District Judge Robert Lane on Jan. 20 restrains ReconTrust from foreclosing on ‘any real or personal property situation in the State of Nevada’” (pg. 1)**

**LIST OF EXHIBITS – DEFENDANT REPLY IN SUPPORT OF
DEFENDANT MOTION FOR SANCTIONS (CON'T.)**

**GROUP EXHIBIT 2, Relevant foreclosure fraud investigations and rulings related to
Sanctions against Plaintiffs and their law firms (con't)**

7. 2011/01/24 United States District Court, Central District of California, **Eric Tsou and Gloria Yau v. Deutsche Bank National Trust Company Americas, and Aurora Loan Services, L.L.C.**, Judge James V. Selna
 - a. **Temporary Restraining Order and Order to Show Cause (7 pgs.)**
 - 1) **Should not issue a preliminary injunction enjoining...from engaging in or performing the following acts (pg. 4)**
 - 2) **Should not be held in contempt of court (pg. 6)**
10. 2011/01/24 Huffington Post: Financial Crisis Commission Finds Cause For Prosecution of Wall Street (3 pgs.)
 - a. **"The bipartisan panel appoint by Congress to investigate the financial crisis has concluded that several financial industry figures appear to have broken the law and has referred multiple cases to state or federal authorities for potential prosecution" (pg. 1)**
 - b. **"The commission's decision to refer conduct for prosecution underscores the severity of the activities it has uncovered" (pg. 2)**
11. 2011/01/19 Superior Court of New Jersey, Appellate Division, **Deutsche Bank National Trust Company**, as Trustee for WaMu Series 2007-HEI Trust vs. Tracy T. Wilson and Willis J. Wilson, Judges Carchman and Messano (6 pgs.)
 - a. **"Respondent has not filed a brief" (pg. 1)**
 - b. **"Most important, no discovery was permitted to defendants. In such instance, plaintiff should not be allowed to "cut corners" to avoid meeting its burden" (pg. 5)**
 - c. **"We are satisfied that plaintiff failed to meet its burden to establish the bona fides of the alleged assignment to permit plaintiff to proceed on its foreclosure complaint" (pg. 5)**
 - d. **"We conclude that the appropriate course of action is a remand to the Chancery Division to resolve the issue of the bona fides of the assignment" (pg. 6)**
12. 2011/01/10, Supreme Court, Queens County, New York, **Deutsche Bank Natl. Trust Co. v. Ramotar**, Judge Markey (4 pgs.)
 - a. **"Ramotar's fact-filled opposing affidavit, therefore, compels the denial of the plaintiff bank's present motion for summary judgment without prejudice to submission at a later stage of the litigation, upon proper papers (pg. 3)**
 - b. **"this Court rejects the effort by Deutsche Bank and its counsel to move this Court into granting summary judgment precipitously" (pg. 3)**

**LIST OF EXHIBITS – DEFENDANT REPLY IN SUPPORT OF
DEFENDANT MOTION FOR SANCTIONS (CON'T.)**

**GROUP EXHIBIT 2, Relevant foreclosure fraud investigations and rulings related to
Sanctions against Plaintiffs and their law firms (con't.)**

Nbr Description

13. 2010/12/30 Court of Appeals of Ohio, Eighth Appellate District, County of Cuyahoga, U.S. Bank National Assn., Plaintiff-Appellant vs. Antoine Duvall, et al, Defendants-Appellees, Judges Sweeney, Gallagher, and DeGenaro (7 pgs.)
- a. **“A foreclosure complaint must be dismissed if the plaintiff cannot prove that it owned the note and the mortgage on the date the complaint was filed” (pg. 4)**
 - b. **“Thus, if plaintiff has offered no evidence that it owned the note and mortgage when the complaint was filed, it would not be entitled to judgment as a matter of law” (pg. 9)**
 - c. **“Accordingly, we conclude that plaintiff had no standing to file a foreclosure action against defendants on October 15, 2007, because, at that time Wells Fargo owned the mortgage. Plaintiff failed in its burden of demonstrating that it was the real party in interest at the time the complaint was file. Plaintiff’s sole assignment of error is overruled. Judgment affirmed” (pg. 9)**
14. 2010/12/20 In the Matter of Residential Mortgage Foreclosure Pleading and Document Irregularities, Superior Court of New Jersey Chancery Division – General Equity Part, Mercer Court, Docket No. F-059553-10 (8 pgs.)
- a. **Citibank, NA/Citi Residential Lending
NOTE: Citi Residential Lending hired Nationwide Title Clearing to fabricate the assignment in this instant action**
 - b. **“This court, in consultation with the staff of the Office of Foreclosure, has become increasingly concerned about the accuracy and reliability of documents submitted to the Office of Foreclosure” (pg. 2)**
 - c. **“The court has therefore determined that immediate action in the form of an Order to Show Cause is necessary to protect the integrity of the judicial foreclosure process in New Jersey and to assure the public that the process going forward will be reliable” (pg. 2)**
 - d. **“...why the court should not suspend the processing of all foreclosure matters involving the six Foreclosure Plaintiff and appoint a Special Master to review their past and profosed foreclosure practices” (pg. 2)**
 - e. **“the six Foreclosure Plaintiffs affected by this Order were selected based on a public record of questionable practices that this court must address now in its supervisory capacity over the processing of foreclosure matters” (pg. 2)**
 - f. **“it appearing that the execution of affidavits, certifications, assignments, and other documents in numerous residential mortgage foreclosure actions in New Jersey and elsewhere may not have been based on personal knowledge in violation of the Rules of Court and may thus be unreliable” (pg. 3)**

**LIST OF EXHIBITS – DEFENDANT REPLY IN SUPPORT OF
DEFENDANT MOTION FOR SANCTIONS (CON'T.)**

**GROUP EXHIBIT 2, Relevant foreclosure fraud investigations and rulings related to
Sanctions against Plaintiffs and their law firms (con't.)**

Nbr Description

14. 2010/12/20 *In the Matter of Residential Mortgage Foreclosure Pleading and Document Irregularities*, Superior Court of New Jersey Chancery Division – General Equity Part, Mercer Court, Docket No. F-059553-10 (con't.)
 - g. **“and to prevent and/or cure any potential fraud upon the court”** (pg. 4)
 - h. **“including the role and responsibility of various persons referred to as robo-singers, who are or were executing affidavits, certifications, assignments or other documents submitted to the court”** (pg. 5)
 - i. **“v. To report to the court whether sanctions should be imposed on the Fore closure Plaintiffs and their subsidiaries, servicers,...attorneys or law firms acting on their behalf”** (pg. 6)
15. 2010/11/08 *US Bank, National Association, as Trustee vs. James W. Renfro, Amicus Brief of Ohio Attorney General Richard Cordray*
 - a. **GMAAC Has Been Sanctioned Twice for Filing False Affidavits, Section B inclusive** (pgs. 4-5)
 - b. **Fraud On the Court, Section C inclusive** (pgs. 5-7)
 - c. **Inherent Authority of the Court to Sanction or Prevent Conduct That is Fraudulent or Dishonest, Section D inclusive** (pgs. 8-9)
 - d. **Conclusion, Section E inclusive** (pgs. 9-10)
16. 2010/01/25 *Supreme Court, Allegany County, Buffalo, New York, Deutsche Bank National Trust Company, As Trustee for FFMLT 2006-FF13 vs. Terry A. McRae, Judge Walker* (3 pgs.)
 - a. **“Plaintiff failed to cure the deficiency as to the assignment of the Mortgage and the Note”** (pg. 1)
 - b. **“It is well-settled that, in order to establish a *prima facie* case in an action to foreclose a mortgage, the plaintiff must establish the existence of the mortgage and the mortgage note, ownership of the mortgage, and the defendant’s default in payment”** (pg. 2)
 - c. **“Plaintiff relies further upon a written instrument of assignment – not physical delivery of the Note and the Mortgage”** (pg. 2)
 - d. **“A plaintiff seeking judicial redress must have standing before this court. ‘If standing is denied, the pathway to the courthouse is blocked’”** (pg. 3)

**LIST OF EXHIBITS—DEFENDANT REPLY IN SUPPORT OF
DEFENDANT MOTION FOR SANCTIONS (CON'T.)**

**GROUP EXHIBIT 2, Relevant foreclosure fraud investigations and rulings related to
Sanctions against Plaintiffs and their law firms (con't.)**

Nbr Description

17. **2009/11/05 Ohio Attorney General Richard Cordray, News Releases, Cordray Files
Second Suit Against Mortgage Servicers (1 pg.)**
a. **American Home Mortgage Servicing Inc. (AHMSI)**
NOTE: AHMSI IS THE SERVICER IN THIS INSTANT ACTION
b. Unfair and deceptive loan modification terms
c. Lawsuit seeks a permanent injunction from the continuation of unfair and
deceptive loan modification practices, consumer restitution, civil penalties and
damages
[http://www.scribd.com/doc/22206444/Ohio-Attorney-General-vs-AHMSI-
American-Home-Mortgage-Servicing-Inc#open_download](http://www.scribd.com/doc/22206444/Ohio-Attorney-General-vs-AHMSI-American-Home-Mortgage-Servicing-Inc#open_download)
18. **2009/05/26 United States District Court, District of Massachusetts, In Re: Jacalyn S.
Nosek, Debtor, as previously submitted as Exhibit 6 of Defendant Motion for
Sanctions**
a. "The Bankruptcy Court, however, was not ordered to nor did it vacate its April
25, 2008 Order for sanctions. In that comprehensive and thorough 17 page order,
the Bankruptcy Court sanctioned: (1) Ameriquest Mortgage Company
("Ameriquest"), the servicer of the loan in question, \$250,000; (2) Ablitt &
Charlton, P.C. ("Ablitt"), Ameriquest's counsel in the bankruptcy
proceedings, \$25,000; (3) Bulchalter Nemer, P.C. ("Buchalter"), Ameriquest's
national counsel, \$100,000; and (4) Wells Fargo Bank, N.A. ("Wells Fargo,"
p/k/a "Norwest Bank Minnesota, N.A."), the trustee of the securitization entity
which holds the loan, \$250,000. All four parties have appealed." (pgs. 2-3)
b. **"The Bankruptcy Court was apprised of Ameriquest's actual role only after it**
awarded \$750,000 in emotional distress and punitive damages to Nosek, and
she brought an action for trustee process to collect the funds on July 27, 2007."
(pgs. 4-5)

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST) Judge Raymond E. Rossi
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
PLAINTIFF)
VS)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY: UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
DEFENDANTS)

NOTICE OF MOTION

To: **By USPS Priority Mail**
Denis Pierce, Robert Deisinger, Shaun Callahan, Richard Elsliger, Scott Guido
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

PLEASE TAKE NOTICE that on **June 22, 2011 at 9:00 a.m.** in **Room 401** of the Will County Court House, 14. W. Jefferson Street, Joliet, Illinois 60432, the undersigned will present before the **Honorable Judge Raymond E. Rossi**, the Defendant *Motion for Sanctions Against Pierce & Associates Pursuant to Rule 137*, a copy of which is served upon you.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-305-3401

Case 09CH3797, Filed 08/26/2009

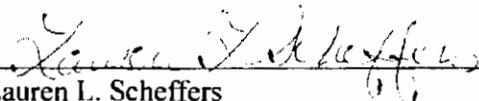
Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

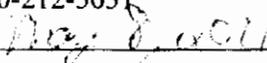
PROOF OF SERVICE

The undersigned certifies that true copies of the foregoing instruments. *Defendant Motion for Sanctions*,
to be served upon

Denis Pierce, Robert Deisinger, Shaun Callahan, Richard Elsliger, Scott Guido
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

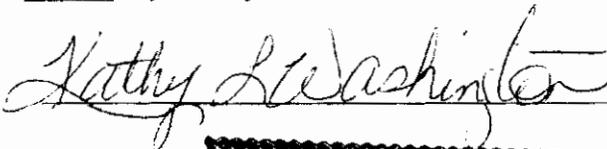
by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt
0310 3490 0000 2515 2849, properly addressed with postage prepaid by Priority Mail, and
depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave.,
Naperville, IL 60540 prior to 4:00 p.m. this 8th day of May, 2011.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651


Date

Sworn to and subscribed before me this the 8th day of May, 2011.



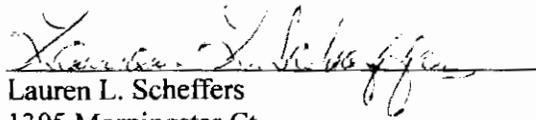
Kathy L. Washington

My Commission Expires: 1/20/2015

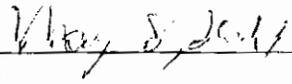


DEFENDANT CERTIFICATION – DEFENDANT MOTION FOR SANCTIONS

Under penalties as provided by law pursuant to Section 1109 of the Code of Civil Procedure (735 ILC.S 5/1109/from Ch. 110, par. 1109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes the same to be true.

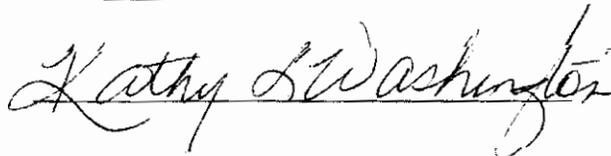


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-305-3401



Date

Sworn to and subscribed before me this the 8th day of May, 2011



Kathy L. Washington

My Commission Expires:

1/20/2015



IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,	)	Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)	
THE CERTIFICATE HOLDERS FOR AMERIQUEST	)	Judge Raymond E. Rossi
MORTGAGE SECURITIES TRUST 2004-R1,)	
ASSET-BACKED PASS-THROUGH CERTIFICATES,)	
SERIES 2004-R1)	
)	
PLAINTIFF)	
)	
VS)	
)	
LAUREN SCHEFFERS A/K/A LAUREN LEE)	
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)	
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)	
OWNERS AND NON RECORD CLAIMANTS;)	
)	
DEFENDANTS)	

MOTION FOR SANCTIONS AGAINST PIERCE & ASSOCIATES
PURSUANT TO RULE 137

Defendant Pro Se, Lauren Scheffers, (“Defendant”) moves the court to enter sanctions against the Plaintiff, Deutsche Bank National Trust Company (“DBNT”) and its alleged law firm, Pierce & Associates and its filing attorney (Richard Elsfiger), its several litigation attorneys (Robert Deisinger,, Shain Callahan, and Scott Guide), and its several unidentified attorneys, and in support states as follows.

I. RELEVANT LAW

1. Pierce & Associates and its several attorneys have willfully violated Illinois Supreme Court Rule 137 (see attached Exhibit 1.1).

2. The Plaintiff, Pierce & Associates, and Dykema Gossett have clearly violated the Illinois Financial Crime Law (see attached Exhibit 1.2) and have committed a Class 4 felony.

3. As Defendant has submitted many times throughout these many proceedings, the Plaintiff, Pierce & Associates, and Dykema Gossett have violated many foundational Illinois

Civil Statutes and the Code of Civil Procedure (see Exhibit 1 inclusive) with legal gamesmanship against a pro se litigant.

II. ARGUMENT

1. Defendant has previously submitted extensive Exhibits under Section 1 109 certification regarding sanctionable actions with its prior Motion for Sanctions (see attached Group Exhibit 1 inclusive) that the Court erred in denying, even after Judge Siegel recused himself based on that submission.

2. Defendant has previously submitted extensive Exhibits under Section 1 109 certification documentin g the many discrepancies submitted to the Court in this instant action in its Supplemental Brief re: March 3, 2011 Hearing and Order (see attached Group Exhibit 2 inclusive):

a. Section III, Statement of Facts – Major Discrepancies (see attached Group Exhibit 2.2) identifies the many, critical, material discrepancies.

b. The supporting Exhibits submitted under Section 1 109 certification are in Group Exhibit 1 as previously submitted (see attached Group Exhibit 2.5 inclusive).

3. Defendant has just served the Motion to Vacate Judgment for Foreclosure and Sale on May 7, 2011 (see attached Group Exhibit 3 inclusive).

4. Yet again, Defendant has submitted extensive Exhibits under Section 1 109 of the ongoing litany of false statements and false representations made to the Court for the entire 1.5 years of litigation, as clearly supported by the many Reports of Proceedings, including the March 3, 2011 and the April 4, 2011 reports (see referenced Group Exhibits 4.1 and 4.2 as previously submitted).

III. CONCLUSION

1. If the 12th Judicial Circuit Court wishes to maintain its credibility with the citizens of Will County, the Court needs to send a very clear message that foreclosure fraud in an attempt to steal citizen homes will not be tolerated.

2. If the 12th Judicial Circuit Court wishes to begin the restoration of the currently corrupted property records in the Will County Recorder records, the Court needs to send a very clear message that recording fraudulent Assignments will not be tolerated.

3. Sanctions should be awarded for the following actions that have made a mockery of the 12th Judicial Circuit Court, as well as being a primary example of the foreclosure fraud being reported by the media and admitted to by the Plaintiff in its own communications with its servicers:

a. Per its own Collection Letter, Pierce & Associates was hired by the servicer, not by the Plaintiff. Therefore, Pierce & Associates has violated attorney ethics for alleging to represent a Plaintiff that is not a client.

b. Pierce & Associates filed a frivolous, legally false Complaint to Foreclose Mortgage.

c. Pierce & Associates failed to perform any due diligence by filing a wrongful Complaint to Foreclose Mortgage, when the Plaintiff did not even know who held the original Mortgage and the original Note at the time the Complaint was filed, as submitted by Amy Jonker of Dykema Gossett.

d. Pierce & Associate never served its Motion for Summary Judgment upon Defendant until after the April 4, 2011 hearing where the Court erred in suddenly

granting, when the Court had previously denied both Cross-Motions for Summary Judgment in its March 22, 2011 Memorandum and Order.

e. Although Robert Elsliger of Pierce & Associates filed the wrongful Lis Pendens in this instant action on August 28, 2009, Robert Deisinger of Pierce & Associates was totally unprepared for the March 3, 2011 hearing related to the Cross-Motions for Summary Judgment (see referenced Group Exhibit 4.1 as previously submitted) after having been fully briefed and the Complaint to Foreclose Mortgage had been filed on August 28, 2009.

f. Pierce & Associates was in contempt of court for violating the March 3, 2011 Order and the March 3, 2011 agreement litigated by Robert Deisinger, with many false statements, as documented in the March 3, 2011 Report of Proceedings (see referenced Group Exhibit 4.1) and to the April 4, 2011 Report of Proceedings (see referenced Group Exhibit 4.2).

g. In the court-ordered status hearing of April 4, 2011 Shaun Callahan of Pierce & Associates litigated on behalf of the Plaintiff and also made many false statements in the April 4, 2011 Report of Proceedings (see referenced Group Exhibit 4.2).

h. After more than 1.5 years in litigation, Pierce & Associates remains unable to produce the original Mortgage or the original Assignment in open court, as required by the Illinois Mortgage Foreclosure Law (see attached Exhibit 1.6 inclusive).

i. Pierce & Associates failed to file Lost Affidavits relative to the original Mortgage and the original Assignment.

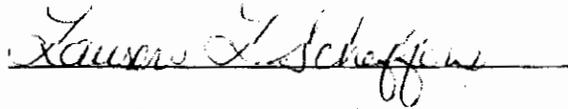
j. Fraudulent collection of mortgage payments by servicers when no such owners of record were filed with the Will County Recorder since January of 2004 as documented in the Motion to Vacate Foreclosure and Sale, and

WHEREFORE, for the many reasons stated above and stated previously (see Group Exhibits 1-4 inclusive), Defendant respectfully requests this Court enter an Order granting the sanction of dismissal with prejudice against the Plaintiff and ordering the Plaintiff, Pierce & Associates and its several litigation and unidentified attorneys to pay sanctions sufficient to deter such Fraud upon the Court in the many other foreclosure actions in this Court.

Defendant also requests any other relief which it deems proper, including all fees, costs, transportation, and legal "term papers" required by the Defendant for more than 1.5 years as documented in Motion to Vacate Order for Foreclosure and Sale.

The Defendant also requests that this Court will refer this foreclosure action to the Illinois Attorney General for a criminal investigation, as well as to the IARDC for severe attorney ethics violations pursuant to Supreme Court Rule 137.

Respectfully submitted,



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-305-3401

**LIST OF EXHIBITS – MOTION FOR SANCTIONS AGAINST PIERCE &
ASSOCIATES PURSUANT TO RULE 137**

NOTE: All attached exhibits of Defendant have been previously submitted under Section 1109 certification to the Circuit Court of Will County and served upon Denis Pierce, Pierce & Associates, and Patrick Stanton/Amy Jonker, Dykema Gossett. Recent pleadings have also been served upon David Co., Director, Deutsche Bank National Trust, as trustee.

EXHIBIT

Nbr Description

1. Notice of Motion (1 pg.)
2. Motion for Sanctions Against Pierce & Associates Pursuant to Rule 137
3. Defendant Certification (1 pg.)
4. Proof of Service (1 pg.)
5. List of Exhibits (4 pgs.)

EXHIBIT 1, Relevant Illinois Civil Statutes and Code of Civil Procedure

Nbr Description

1. Illinois Supreme Court, Art. II, Rule 137, Signing of Pleadings, Motions and Other Papers - Sanctions (2 pgs.)
2. **ILCS 720 5/161-I, Illinois Financial Crime Law, Public Act 093-0440, effective 08/05/2003 (4 pgs.)**
 - a. Plaintiff and Pierce & Associates as “Organizer of a continuing financial crimes enterprise” (pg. 3)
 - b. Plaintiff, Pierce & Associates, and Dykema Gossett under “Conspiracy to commit a financial crime (pg. 3)
 - c. “...a financial crime which is loan fraud in connection with a loan secured by residential real estate is a Class 4 felony” (pg. 4)

EXHIBIT 1, Relevant Illinois Law, as submitted with the Motion to Vacate Judgment for Foreclosure and Sale as served on May 7, 2011

Nbr Description

3. ILCS 735 5/1109, Code of Civil Procedure, re: Verification by Certification
 - a. **Any pleading, affidavit or other document certified in accordance with this Section may be used in the same manner and with the same force and effect as though subscribed and sworn to under oath**
4. ILCS 735 5/Art. II, Pt. 10, Code of Civil Procedure, re: Summary Judgment

LIST OF EXHIBITS – MOTION FOR SANCTIONS AGAINST PIERCE & ASSOCIATES PURSUANT TO RULE 137 (CON'T.)

EXHIBIT 1, Relevant Illinois Law, as submitted with the Motion to Vacate Judgment for Foreclosure and Sale as served on May 7, 2011 (con't.)

Nbr Description

5. ILCS 765 5/0.01, Illinois Conveyances Act
 - a. "Sec. 9. Deeds for the conveyance of land may be substantially in the following form"
 - 1) ~~"(1) that at the time of the making and delivery of such deed he was the lawful owner of an indefeasible estate in fee simple, in and to the premises therein described, and had good right and full power to convey that same"~~ (pg. 2)
 - b. "Sec. 24. No judge or other officer shall take the acknowledgment of any person to any deed or instrument of writing, as aforesaid, unless the person offering to make such acknowledgment shall be personally known to him to be the real person who and in whose name such acknowledgment is proposed to be made, or shall be proved to be such by a credible witness, and the judge or officer taking such acknowledgment shall, in his certificate thereof, state that such person was personally known to him..." (pg. 3)
 - c. "the judge or officer shall grant a certificate thereof stating the proof aforesaid" (pg. 4)
NOTE: Without such judicial certificates as part of the recorded foreclosure records, any court orders for Default, for Summary Judgment, and/or for Foreclosure and Sale are VOID *ab initio*
 - d. "Sec. 30 All deeds, mortgages and other instruments of writing which are authorized to be recorded, shall take effect and be in force from and after the time of filing the same for record, and not before (pg. 4)
 - e. "Sec. 31. Deeds, mortgages and other instruments of writing relating to real estate shall be deemed, from the time of being filed for record, notice to subsequent purchasers and creditors, though not acknowledged or proven according to law; but the same shall not be read as evidence, unless their execution be proved in manner required by the rules of evidence applicable to such writings, so as to supply the defects of such acknowledgment or proof.
6. ILCS 735 5/Art. XV, Illinois Mortgage Foreclosure Law
 - a. Sec. 15-1106 (b): "A secured party ... may at its election enforce its security interest in a foreclosure under this Article if its security interest...is created by (i) a collateral assignment of beneficial interest in a land trust" (pg. 1)
NOTE: Mortgage-backed securities trusts ("MBS") are not land trusts, so the secured parties may not elect to enforce the security interest under the IMFL. Any court orders for Default, for Summary Judgment, and/or for Foreclosure and Sale related to MBS trusts are VOID *ab initio*
 - b. Sec. 15-1506. Judgment. (a) Evidence. In the trial of a foreclosure, the evidence to support the allegations of the complaint shall be taken in open court

LIST OF EXHIBITS – MOTION FOR SANCTIONS AGAINST PIERCE & ASSOCIATES PURSUANT TO RULE 137 (CON'T.)

EXHIBIT 1, Relevant Illinois Law, as submitted with the Motion to Vacate Judgment for Foreclosure and Sale as served on May 7, 2011 (con't.)

Nbr Description

7. ILCS 810 5/Article 3, Uniform Commercial Code, re: Negotiable Securities and Part 3. Enforcement of Instruments
 - a. **Sec. 3-302 Holder in Due Course. (2) the holder took the instrument (i) for value, (ii) in good faith, (iii) without notice that the instrument is overdue or has been dishonored (pg. 3)**
8. ILCS 735 5/Art. II, Pt. 6, Code of Civil Procedure, re: Pleading
 - a. **Sec. 2 603. Form of pleadings. (b) Each separate cause of action upon which a separate recovery might be had shall be stated in a separate count or counterclaim, as the case may be and each count, counterclaim, defense or reply, shall be separately pleaded, designated and numbered, and each shall be divided into paragraphs numbered consecutively, each paragraph containing, as nearly as may be, a separate allegation (pg. 1)**
 - b. **Sec. 2 605. Verification of pleadings. (a) Any pleading, although not required to be sworn to, may be verified by the oath of the party filing it... If any pleading is so verified, every subsequent pleading must also be verified (pg. 2)**
 - c. **Sec. 2 605 (b) The allegation of the execution or assignment of any written instrument is admitted unless denied in a pleading verified by oath (pg. 2)**
 - d. **Sec. 2 606 Exhibits... In either case the exhibit constitutes a part of the pleading for all purposes (pg. 2)**
 - e. **Sec. 2 610 Pleadings to be specific. (b) Every allegation, except allegations of damages, not explicitly denied is admitted (pg. 3).**
9. Bayview Loan Servicing, L.L.C. v. Jeffrey Eden Nelson, Case No: 5-06-0664, (5th Dist., June 16, 2008), Rule 23 Order Filed May 21, 2008
 - a. A summary judgment is an appropriate remedy only if the pleadings, depositions, and admissions on file, together with any affidavits, show that there is no genuine issue of material fact and that the movant is entitled to a judgment as a matter of law. Purtil v. Hess, 111 Ill.2d 229, 240 (1986) (pg. 4).
 - b. **Nothing in the trial court record indicates that Bayview holds the mortgage or note that is the subject of this foreclosure action. (final pg.)**
 - c. **Additionally, because there was no basis for the entry of a summary judgment in favor of Bayview, the court improperly entered the judgment of foreclosure and order of sale. (final pg.)**

**LIST OF EXHIBITS – MOTION FOR SANCTIONS AGAINST PIERCE &
AS SOCIATES PURSUANT TO RULE 137 (CON'T.)**

GROUP EXHIBIT 1, Defendant Motion for Sanctions as previously submitted and denied by the Court

Nbr Description

1. Notice of Motion (1 pg.)
2. Motion for Sanctions (13 pgs.)
3. Defendant Certification (1 pg.)
4. Proof of Service (2 pgs.)
5. List of Exhibits (13 pgs.)

GROUP EXHIBIT 2, Supplemental Brief re: March 3, 2011 Hearing and Order as resubmitted with Defendant Motion to Vacate Judgment for Foreclosure and Sale

Nbr Description

1. Notice of Motion (1 pg.)
2. Supplemental Brief re: March 3, 2011 Hearing and Order (22 pgs.)
3. Defendant Certification (1 pg.)
4. Proof of Service (2 pgs.)
5. List of Exhibits (11 pgs.)

GROUP EXHIBIT 3, Motion to Vacate Judgment for Foreclosure and Sale as served on May 7, 2011

Nbr Description

1. Notice of Motion (1 pg.)
2. Motion to Vacate Judgment for Foreclosure and Sale (32 pgs.)
3. Defendant Certification (1 pg.)
4. Proof of Service (1 pg.)
5. List of Exhibits (35 pgs.)

GROUP EXHIBIT 4, Reports of Proceedings on March 3, 2011 and April 4, 2011 litigated by Pierce & Associates attorneys, Robert Deisinger and Shaun Callahan

NOTE: Richard Elsli ger filed the wrongful foreclosure complaint and Scott Guido represented Pierce & Associates for many hearings until he allegedly disqualified himself on two occasions to Judge Siegel

Nbr Description

1. 2011/03/03 Report of Proceedings as previously submitted in full with Supplemental Brief re: March 3, 2011 Hearing and Order
2. 2011/04/04 Report of Proceedings as previously submitted in full with Motion to Vacate Judgment for Foreclosure and Sale as served on May 7, 2011

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

FILED
2011 JUN 22 AM 10:29
09 04 3297
JUL 1 9 2011
COURT CLERK
WILL COUNTY ILLINOIS

Deutsche Bank Nat'l Trust Co.
Plaintiff

vs

CASE NO: 09 04 3297

Lauren Schufflers et al
Defendant

COURT ORDER

This Cause coming to be heard on Defendant's motions, the Court hearing argument of Defendant and Counsel for plaintiff, and fully advised in the premises, IT IS HEREBY ORDERED THAT:

- 1) Defendant's motion to vacate judgment of foreclosure and Sale is denied.
- 2) Defendant's motion for temporary restraining order and preliminary injunction is denied.
- 3) Defendant's motion to Compel Production 2 is denied.
- 4) Defendant's motion for Sanctions against Pierce + Associates ~~is~~ is denied.

Attorney or Party, if not represented by Attorney

Name Deisinger

ARDC # 6286021

Firm Name Pierce + Assoc.

Attorney for JT

Address 17 Dearborn (300)

City & Zip Chicago 60602

Telephone 312 326 9080

Dated: 6/22, 2011

Entered: [Signature]
Judge

WCCA 06222011

PAMELA J. MCGUIRE, CLERK OF THE CIRCUIT COURT OF WILL COUNTY

GROUP EXHIBIT 2

IN THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS
COUNTY DEPARTMENT, CHANCERY DIVISION

THE PEOPLE OF THE STATE OF ILLINOIS,

Plaintiff,

v.

NATIONWIDE TITLE CLEARING, INC., a
Florida corporation,

Defendant.

Case No.

12 CH 03602

COOK COUNTY CLERK

2012 FEB -2 AM 10:02

FILED

COMPLAINT FOR INJUNCTIVE AND OTHER RELIEF

Now comes the Plaintiff, The People of the State of Illinois, by Lisa Madigan, Attorney General of the State of Illinois, and brings this action for injunctive and other relief against Defendant, Nationwide Title Clearing, Inc., for violations of the Consumer Fraud and Deceptive Business Practices Act ("Consumer Fraud Act"), 815 ILCS 505/1 *et seq.*

NATURE OF THE CASE

1. Nationwide Title Clearing, Inc., ("NTC") is a document production factory. NTC has created, signed, and recorded hundreds of thousands of documents for financial institutions within the mortgage industry. These documents include mortgage assignments, lien releases, and affidavits, along with other documents affecting interests in land. These documents have been recorded in county recording offices throughout Illinois and across the nation.
2. NTC creates these documents through highly compartmentalized, assembly-line procedures. NTC "signers" occupy an essential position on the assembly line.
3. NTC signers sign their name on thousands of documents per day without reading the documents they sign and without verifying the information contained in the document—even in

documents that claim to be made under oath and based upon the signatory's personal knowledge. And, in some instances, NTC signers don't sign documents that, nonetheless, bear their signature. In these instances NTC has affixed the putative signature of the NTC signers outside the presence, knowledge or control of the purported signatories.

4. These kinds of acts and practices became commonplace in the mortgage servicing industry in the rush to trade mortgage-backed securities during the buildup of the housing bubble and in the push to process foreclosures as quickly as possible in the aftermath of the housing market collapse.

5. NTC's use of these acts and practices in Illinois constitute violations of the Consumer Fraud Act and the Uniform Deceptive Trade Practices Act.

PUBLIC INTEREST

6. The Illinois Attorney General believes this action to be in the public interest of the citizens of the State of Illinois and brings this lawsuit pursuant to the Illinois Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/7(a).

JURISDICTION AND VENUE

7. This action is brought for and on behalf of the People of the State of Illinois, by Lisa Madigan, Attorney General of the State of Illinois, pursuant to the provisions of the Consumer Fraud Act, 815 ILCS 505/1 *et seq.*, and her common law authority as Attorney General to represent the People of the State of Illinois.

8. Venue for this action properly lies in Cook County, Illinois, pursuant to Section 2-101 of the Illinois Code of Civil Procedure, 735 ILCS 5/2-101, in that Defendant, Nationwide Title Clearing, Inc., recorded documents in the land records system throughout Illinois, including in Cook County, Illinois.

PARTIES

9. Plaintiff, the People of the State of Illinois, by Lisa Madigan, the Attorney General of the State of Illinois, is authorized to enforce the Consumer Fraud Act, 815 ILCS 505/7(a).

10. Defendant, Nationwide Title Clearing, Inc., ("NTC"), is a Florida corporation with its principal place of business located at 2100 Alternate US 19 North, Palm Harbor, Florida.

11. NTC is not a registered corporation in the State of Illinois.

12. For purposes of this Complaint for Injunctive and Other Relief, any references to the acts and practices of NTC shall mean that such acts and practices are attributable to, by and through the acts of NTC's officers, members, owners, directors, employees, salespersons, representatives and/or other agents.

TRADE AND COMMERCE

13. Subsection 1(f) of the Consumer Fraud Act, 815 ILCS 505/1(f), defines "trade" and "commerce" as follows:

The terms "trade" and "commerce" mean the advertising, offering for sale, sale, or distribution of any services and any property, tangible or intangible, real, personal, or mixed, and any other article, commodity, or thing of value wherever situated, and shall include any trade or commerce directly or indirectly affecting the people of this State.

14. NTC was at all relevant times engaged in trade and commerce in the State of Illinois by creating, signing and recording mortgage assignments, affidavits, lien releases or satisfactions of mortgage, and other documents in the Illinois land records system.

DEFENDANT'S UNFAIR AND DECEPTIVE ACTS AND PRACTICES

15. NTC has engaged in acts or practices that violate Illinois law while in the course of trade or commerce in the State of Illinois. NTC's conduct is ongoing and has the potential to impact any Illinois consumers who hold an interest in land where documents created and signed by NTC have been recorded in the Illinois land records system.

16. NTC offers document preparation and recording services to financial institutions in the mortgage industry and secondary mortgage market.

17. In fact, NTC touts on its website that NTC is a "leading service provider in its field because the company is competent, dependable and experienced."

18. NTC creates, signs and records documents in the Illinois public land records system, including but not limited to mortgage assignments, affidavits, and releases.

19. NTC offers these services nationally, and NTC regularly creates, signs and records documents in the Illinois land records system.

20. These documents impact the integrity of the chain of title pertaining to land in Illinois, and may cloud title to that land.

21. As described in further detail below, NTC misleadingly describes itself on its website as "leading industry change to achieve the highest standard in document accuracy for the betterment of the mortgage industry, homeowners and land records."

A. NTC signers routinely sign documents as "vice president" of various financial institutions when, in fact, the signers are actually employees of NTC.

22. When a financial institution hires NTC, the financial institution executes a "corporate resolution" that designates certain employees of NTC as corporate officers of the financial institution, typically under the title "vice president" or "assistant vice president."

23. ~~These~~ NTC employees are granted a limited authority to sign certain documents on behalf of the financial institution.

24. These employees have no other authority or responsibility to the financial ~~institution—their only authority is to sign certain documents.~~

25. These employees are typically called “signers”.

26. Exhibit 1 exemplifies a typical mortgage assignment created, signed, and recorded by NTC.

27. This mortgage assignment was recorded with the Sangamon County Recorder’s Office in Springfield, Illinois.

28. ~~The assignment was signed by Crystal Moore, as a purported “Vice President” of Citi Residential Lending Inc.; Citi Residential Lending Inc., itself, was acting as “attorney-in-fact” for Ameriquest Mortgage Company.~~

29. ~~Crystal Moore is not, however, a vice president of Citi Residential in any traditional sense of the term; instead, she is actually an employee of NTC and a “vice president” of that financial institution in name only, as the extent of her responsibility and authority is to affix her signature to certain documents created by NTC.~~

30. Crystal Moore and other NTC signers receive no compensation from the financial institution for which they sign, don’t report to or communicate with anyone at the financial institution, and have no ~~authority beyond signing certain documents.~~

31. Instead, the NTC signers work at and for NTC; they receive their compensation, oversight, and instruction from NTC.

32. In other words, despite the title appearing under their name on documents recorded throughout Illinois, the NTC signers are not "corporate officers," as that term is commonly understood, of the various financial institutions for which they sign.

33. Instead, the signers are actually employees of NTC.

34. Despite the very limited breadth of authority provided by the corporate resolution, the NTC created documents tout the signers as "vice presidents," and "assistant vice presidents," and other corporate titles without limitation at large financial institutions.

35. These designations neither disclose that the signer is a "vice president" for signing purposes only nor that the signer's authority to act for the financial institution is limited only to signing documents.

36. And, as described more fully below, these designations never disclose that the "vice president" signing the document has not, in fact, read the document that he or she is signing.

B. NTC signers typically have no role in the creation of the documents they sign. Their only role is to sign documents, and NTC signers do not read or verify the documents they sign.

37. NTC creates documents through an assembly-line process, in which different employees have different responsibilities in the process of signing and recording the document.

38. Throughout their work day, the signers receive stacks of documents for the sole task, of affixing their signatures to the documents.

39. NTC signers typically have little to no role in the actual creation of the documents that they sign.

40. They do not retrieve or input the information that populates the assignment, release, or affidavit.

41. The signers do not verify this information.

42. In fact, the signers at NTC do not even read the documents they are signing.

43. The signers at NTC simply sign their name, over and over again.

44. The signers estimate that they may sign a few thousand documents per day, sometimes in the capacity as a corporate officer of a particular financial institution, and other times they sign as a notary public or witness while purporting to acknowledge the signature of another NTC signer.

45. Regardless of the capacity in which they sign, the signers do not read the documents they sign, do not have personal knowledge of the facts contained in the documents, and do not verify the facts contained in the documents.

C. The documents created and signed by NTC often contain false and deceptive statements, such as claims that the signatory has personal knowledge of the facts contained in the document.

46. In many instances, the documents created, signed and recorded by NTC contain false statements.

47. For example, NTC has recorded "affidavits of lost assignment" in the Illinois land records system.

48. An example of such an affidavit has been attached as Exhibit 2.

49. This affidavit was recorded with the Kane County Recorder's Office in Geneva, Illinois.

50. This affidavit was signed by Brian Bly, a purported vice president of Financial Freedom Senior Funding Corporation.

51. In actuality, Brian Bly is a signer at NTC.

52. In deposition testimony, Brian Bly has admitted that he does not read the documents he signs and that he does not take any steps to verify the information contained in the documents he signs.

53. Nonetheless, in Paragraph 2 of the attached Affidavit of Lost Assignment, Brian Bly asserts, after being "duly sworn," that he has personal knowledge of all the facts contained in the affidavit.

54. Bly did not have personal knowledge of the facts contained in any of the affidavits he signed.

55. In the affidavit attached as Exhibit 2, Bly appears to set forth facts relating to a transaction between Financial Freedom Senior Funding Corporation and the original mortgagee, GSF Mortgage Corporation.

56. In the affidavit Bly claims that the files of Financial Freedom Senior Funding Corporation do not contain any record of this transaction. Bly, however, did not have any knowledge of this fact since he does not verify, or even read, the information contained in the documents he signs.

57. The affidavit then states that "the Affiant has concluded that the assignment was lost, misplaced or destroyed" — again, any such conclusion would be impossible considering Bly does not read or verify the information contained in the documents he signs.

58. The Affidavit of Missing/Lost Assignment attached as Exhibit 3 was recorded with the Champaign County Recorder of Deeds in Urbana, Illinois.

59. This Affidavit of Missing/Lost Assignment similarly attests to a transfer where the assignment has gone missing or has been lost.

60. This Affidavit of Missing/Lost Assignment actually contains the following line: "I declare under the penalty of perjury that the foregoing information is true and correct to the best of my knowledge."

61. Again, this affirmation is misleading since Brian Bly admittedly does not read or verify the documents that he signs.

62. Further, the affirmations and the affidavits as a whole imply that a high-ranking corporate officer of one of the parties to a transaction actually has made a review of the records pertaining to that transaction and has drawn conclusions based upon that review.

63. Nothing could be further from the truth as Bly does not read or verify the documents he signs. Nonetheless, Bly has signed these affidavits as "Vice President" of Citi Residential Lending, Inc., and "Assistant Vice President" of the Bank of New York, without limitation or qualification, and has attested to conducting reviews and drawing conclusions purportedly made in those capacities when, in fact, he did not.

64. The falsehoods are not limited to affidavits.

65. As with affidavits, assignments created by NTC are signed by NTC signers under the title of vice president of the financial institution, without qualification or limitation, again suggesting that a high-ranking corporate officer is asserting that such a transaction has occurred.

66. In addition to signing under a misleading corporate title without qualification, NTC's assignments often include the financial institution's address in proximity to the signer's signature, which further creates the false impression that the signer is employed by the financial institution and actually signed the document at the financial institution's place of business.

67. For example, in Exhibit I Crystal Moore signs the assignment as Vice President of Citi Residential Lending Inc.

68. The body of the assignment identifies the address of Citi Residential Lending Inc. as 10801 E. 6th Street, Rancho Cucamonga, CA, 91730, thus creating the false impression that Crystal Moore works in California for Citi Residential Lending Inc.

69. *In deposition testimony, however, Crystal Moore has admitted that she has never been to the corporate offices of Citi Residential Lending Inc. or to Rancho Cucamonga, California, and that all of the documents that she has signed as an NTC signer were actually signed in the Florida office of NTC.*

70. NTC assignments typically contain the phrase "for good and valuable consideration, the sufficiency of which is hereby acknowledged" when asserting that one financial institution has transferred the mortgage to another.

71. NTC signers Moore and Bly, however, have admitted in deposition testimony that they do not understand the meaning of this phrase, despite the fact that it appears in nearly every assignment created by NTC and signed by Moore and Bly.

72. Furthermore, when NTC creates assignments for entities that have chosen to designate the Mortgage Electronic Registration Systems, Inc., ("MERS") as the nominee, the assignments often misrepresent the true nature of the transactions.

73. Exhibit 1 is an example of such an assignment to MERS, and it asserts that Citi Residential Lending Inc. "does convey, grant, sell, assign, transfer and set over the described mortgage/deed of trust together with the certain note(s) described therein together with all interests secured thereby, all liens, and any rights dues or to become due thereon to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ('MERS')" as nominee for JPMorgan Chase Bank, N.A.

74. In other words, the assignment created by NTC asserts that the mortgage *and the note* were assigned to MERS.

75. This assertion is simply not true.

76. MERS accepts the assignment of mortgages for its members. MERS never accepts the assignment of notes on behalf of its members.

77. Substantially similar or identical language regularly appears in the assignments that NTC creates for transfers of mortgages into MERS.

78. These assignments falsely assert a transfer of the note to MERS when no such transfer actually occurred.

D. NTC regularly engages in the practice of surrogate electronic signing.

79. In some situations NTC has created and recorded documents that appear to bear signatures of their signers when, in fact, the signers did not sign the documents.

80. For example, many county recorders offices, including a number of Illinois recorders offices, accept and record electronically-submitted documents.

81. NTC routinely creates and records documents in counties that accept electronically-submitted documents.

82. Although these documents contain the signatures of NTC signers, in deposition testimony the NTC signers admit that they do not actually affix their signatures to electronically-submitted documents.

83. In deposition testimony, employees of NTC have admitted that NTC signers play no role in the creation of the electronic documents and that their signatures are affixed by other employees at NTC.

84. This process – where one person affixes the signature of another – is called “surrogate electronic signing.”

85. In deposition testimony NTC signers have admitted that NTC, as a matter of its regular business practice, routinely engaged in the practice of surrogate electronic signing on electronically recorded documents.

86. These electronic documents also purport to be notarized and appear to bear the signature and attestation of a notary.

87. In electronically recorded documents, NTC affixes the signature of the notary in the same fashion that it affixes the signature of the purported corporate officer.

88. In other words, the signature of the notary public is affixed to the electronic document outside of the notary’s presence or knowledge.

89. Taken together, NTC’s unfair and deceptive business practices are offensive to the public policy of Illinois and, under the totality of the circumstances herein described, are immoral, unethical, and unscrupulous.

APPLICABLE STATUTES

90. Section 2 of the Consumer Fraud Act provides:

Unfair methods of competition and unfair or deceptive acts or practices, including but not limited to the use or employment of any deception, fraud, false pretense, false promise, misrepresentation or the concealment, suppression or omission of any material fact, with intent that others rely upon the concealment, suppression or omission of such material fact, or the use or employment of any practice described in section 2 of the “Uniform Deceptive Trade Practices Act”, approved August 5, 1965, in the conduct of any trade or commerce are hereby declared unlawful whether any person has in fact been misled, deceived or damaged thereby.

815 ILCS 505/2.

91. Section 2 of the Uniform Deceptive Trade Practices Act provides in relevant part as follows:

- (a) A person engages in a deceptive trade practice when, in the course of his or her business, vocation, or occupation, the person:
 - (1) passes off goods or services as those of another;
 - (2) causes likelihood of confusion or of misunderstanding as to the source, sponsorship, approval, or certification of goods or services;
 - (3) causes likelihood of confusion or of misunderstanding as to affiliation, connection, or association with or certification by another;
 - (4) uses deceptive representations or designations of geographic origin in connection with goods or services;
 - (5) represents that goods or services have sponsorship, approval, characteristics, ingredients, uses, benefits, or quantities that they do not have or that a person has a sponsorship, approval, status, affiliation, connection that he or she does not have; . . .
 - (12) engages in conduct which similarly creates a likelihood of confusion or misunderstanding.
- (b) In order to prevail in an action under this Act, a plaintiff need not prove competition between the parties or actual confusion or misunderstanding.
- (c) This Section does not affect unfair trade practices otherwise actionable at common law or under other statutes of this State.

815 ILCS 510/2.

STATUTORY REMEDIES

92. Section 7 of the Consumer Fraud Act, 815 ILCS 505/7, provides in pertinent part:

- (a) Whenever the Attorney General or a State's Attorney has reason to believe that any person is using, has used, or is about to use any method, act or practice declared by this Act to be unlawful, and that proceedings would be in the public interest, he or she may bring an

action in the name of the People of the State against such person to restrain by preliminary or permanent injunction the use of such method, act or practice. The Court, in its discretion, may exercise all powers necessary, including but not limited to: injunction; revocation, forfeiture or suspension of any license, charter, franchise, certificate or other evidence of authority of any person to do business in this State; appointment of a receiver; dissolution of domestic corporations or association suspension or termination of the right of foreign corporations or associations to do business in this State; and restitution.

- (b) In addition to the remedies provided herein, the Attorney General or State's Attorney may request and the Court may impose a civil penalty in a sum not to exceed \$50,000 against any person found by the Court to have engaged in any method, act or practice declared unlawful under this Act. In the event the court finds the method, act or practice ~~to have been entered into with the intent to defraud~~, the court has the authority to impose a civil penalty in a sum not to exceed \$50,000 per violation.

815 ILCS 505/7.

VIOLATIONS

COUNT ONE

Consumer Fraud and Deceptive Practices Act

93. The People re-allege and incorporate by reference the allegations contained in Paragraphs 1 to 90.
94. While engaged in trade or commerce, the Defendant committed unfair and/or deceptive acts or practices declared unlawful under Section 2 of the Consumer Fraud Act, 815 ILCS 505/2, by:
- a. Creating, signing, and recording, in the offices of Illinois county recorders, affidavits where the signatory of the document claimed, under oath, to have personal knowledge of the information, assertions, or averments contained in the affidavit when, in truth and in fact, the signatory had no such knowledge;

- b. Creating, signing, and recording in the offices of Illinois county recorders, affidavits that contained false, deceptive, or misleading information, assertions, or averments, such as:
- i. Claiming, under oath, that the signatory had conducted a review of the facts surrounding the purported transfer of a mortgage when, in truth and in fact, the signatory had not conducted any such review; and
 - ii. Claiming, under oath, that the signatory had made a conclusion or determination based on the signatory's review of the purported transfer when, in truth and in fact, the signatory made no such conclusion or determination.
- c. Misrepresenting that the signatory of a document is a vice president, assistant vice president, or other corporate officer of a financial institution, without limitation, when, in truth and in fact, the individual signing the document is an employee of NTC who, at best, has only limited, nominal authority from the financial institution;
- d. Misrepresenting that the signatory of a document understands the meaning of particular words or phrases in a document, when in truth and in fact the signatory does not.
- e. Misrepresenting that notes (secured by mortgages on Illinois properties) had been transferred to MERS when the notes were not transferred to MERS;
- f. Creating and recording documents electronically with Illinois county recorders, where the putative signature appearing on the documents has neither been inserted by the purported signatory nor witnessed by a notary, but is instead inserted by

another person without the knowledge or outside the presence of the purported signatory or notary.

- g. Creating and recording documents electronically with Illinois county recorders, where the putative signature of the notary appearing on the documents has not been inserted by the purported notary, but is instead inserted by another person without the knowledge or outside the presence of the purported notary.

Uniform Deceptive Trade Practices Act

95. Defendant has engaged in a course of trade or commerce which constitutes unfair or deceptive acts or practices, or unfair methods of competition declared unlawful under Section 2(a)(1) of the Uniform Deceptive Trade Practices Act, 815 ILCS 510/2(a)(1), by passing off the services of NTC as the services of a financial institution by:

- a. Creating, signing and recording, with Illinois county recorders, documents where the signatory claims to be a vice president (or other corporate officer) of a financial institution without limitation when, in truth and in fact, the signatory only has limited signing authority and is an employee of NTC; and
- b. Creating and recording documents electronically with Illinois county recorders, where the signature appearing on the documents has neither been inserted by the purported signatory nor witnessed by the notary, but is instead inserted by another without the knowledge or outside the presence of the purported signatory or notary.

96. Defendant has engaged in a course of trade or commerce which constitutes unfair or deceptive acts or practices, or unfair methods of competition declared unlawful under Section 2(a)(2) of the Uniform Deceptive Trade Practices Act, 815 ILCS 510/2(a)(2), thus causing a

likelihood of confusion or misunderstanding as to the source, approval or certification of the documents that NTC created and then recorded in Illinois by:

- a. Creating, signing and recording in the offices of Illinois county recorders, documents where the signatory claims to be a vice president (or other corporate officer) of a financial institution without limitation when, in truth and in fact, the signatory only has limited signing authority and is an employee of NTC;
- b. Creating, signing and recording in the offices of Illinois county recorders, putative affidavits wherein the signatory claims to be under oath, claims to have personal knowledge of the information, assertions, or averments contained in the affidavits, claims to have conducted a review of the purported transactions attested to, and to have drawn conclusions based upon those reviews as a vice president (or other corporate officer) of one of the parties to the purported transaction when, in fact, none of these claims were true; and
- c. Creating and electronically recording in the offices of Illinois county recorders, documents wherein the signatures appearing thereon have neither been inserted by the purported signatory nor witnessed by the notary, but were instead inserted by another without the knowledge or outside the presence of the purported signatory or notary.

97. Defendant has engaged in a course of trade or commerce which constitutes unfair or deceptive acts or practices, or unfair methods of competition declared unlawful under Section 2(a)(3) of the Uniform Deceptive Trade Practices Act, 815 ILCS 510/2(a)(3), thus causing a likelihood of confusion or misunderstanding as to the affiliation, connection, or association with or certification by another, by:

- a. *Creating, signing and recording in the offices of Illinois county recorders, documents where the signatory thereof claims to be a vice president (or other corporate officer) of a financial institution without limitation when, in fact, the signatory only has limited signing authority and is an employee of NTC;*
- b. *Creating and electronically recording documents in the offices of Illinois county recorders, wherein the signatures appearing thereon have neither been inserted by the purported signatory nor witnessed by notary, but were instead inserted by another without the knowledge or outside the presence of the purported signatory or notary.*

98. *Defendant has engaged in a course of trade or commerce which constitutes unfair or deceptive acts or practices, or unfair methods of competition declared unlawful under Section 2(a)(4) of the Uniform Deceptive Trade Practices Act, 815 ILCS 510/2(a)(4), by using deceptive representations or designations of geographic origin by creating, signing and recording documents where the signatory claims to be signing as vice president of a financial institution from the corporate address of that financial institution when, in truth and in fact, the document was actually created and signed elsewhere.*

99. *Defendant has engaged in a course of trade or commerce which constitutes unfair or deceptive acts or practices, or unfair methods of competition declared unlawful under Section 2(a)(5) of the Uniform Deceptive Trade Practices Act, 815 ILCS 510/2(a)(5), by representing that the documents NTC created and recorded had characteristics which, in fact, they do not have, by:*

- a. *Creating, signing and recording in the offices of Illinois county recorders, affidavits wherein the signatory claims to be under oath, claims to have personal*

knowledge of the information, assertions, or averments contained in the affidavits, claims to have conducted a review of the purported transaction and made a determination based on that review as a vice president (or other corporate officer) of one of the parties to the purported transaction when, in fact, none of these claims were true; and

- b. Creating and electronically recording documents in the offices of Illinois county recorders, wherein the signatures appearing thereon have not been inserted by the purported signatory, but were instead inserted by another without the knowledge or outside the presence of the purported signatory.

100. Defendant has engaged in a course of trade or commerce which constitutes unfair or deceptive acts or practices, or unfair methods of competition declared unlawful under Section 2(a)(5) of the Uniform Deceptive Trade Practices Act, 815 ILCS 510/2(a)(5), by representing that a person has a sponsorship, status, affiliation, or connection that he or she does not have by:

- a. Creating, signing and recording in the offices of Illinois county recorders, documents wherein the signatory claims to be a vice president (or other corporate officer) of a financial institution without limitation when, in fact, the signatory only has limited signing authority and is an employee of NTC;
- b. Creating and electronically recording documents in the offices of Illinois county recorders, wherein the signature appearing thereon has not been inserted by the purported signatory, but is instead inserted by another without the knowledge or outside the presence of the purported signatory;
- c. Creating and electronically recording documents in the offices of Illinois county recorders, wherein the putative signature of the notary appearing thereon has not

been inserted by the purported notary, but is instead inserted by another person without the knowledge or outside the presence of the purported notary.

101. Defendant has engaged in a course of trade or commerce which constitutes unfair or deceptive acts or practices, or unfair methods of competition declared unlawful under Section 2(a)(12) of the Uniform Deceptive Trade Practices Act, 815 ILCS 510/2(a)(12), thus engaging in conduct that is likely to create confusion or misunderstanding by:

- a. ~~Creating, signing and recording in the offices of Illinois county recorders,~~ documents wherein the signatory thereof claims to be a vice president (or other corporate officer) of a financial institution without limitation when, in fact, the ~~signatory only has limited signing authority and is an employee of NTC;~~
- b. ~~Creating affidavits wherein the signatory thereof claims to be under oath, claims to have personal knowledge of the information, assertions, or averments contained in the affidavits, claims to have conducted a review of the purported transaction and made a determination based on that review as a vice president (or other corporate officer) of one of the parties to the purported transaction when, in fact, none of these claims were true;~~
- c. ~~Creating and electronically recording documents in the offices of Illinois county recorders, wherein the signatures therein have neither been inserted by the purported signatory nor witnessed by a notary, but were instead inserted by another without the knowledge or outside the presence of the purported signatory or notary;~~
- d. ~~Creating and electronically recording documents in the offices of Illinois county recorders, wherein the putative signature of the notary appearing thereon has not~~

been inserted by the purported notary, but is instead inserted by another person without the knowledge or outside the presence of the purported notary;

- e. Creating, signing and recording in the offices of Illinois county recorders, documents wherein the signatory thereon claims to be signing as vice president of a financial institution from the corporate address of that financial institution when, in truth and in fact, the document was actually created and signed elsewhere; and
- f. Creating, signing and recording in the offices of Illinois county recorders, assignments that purport to transfer a note (secured by a mortgage on Illinois property) to MERS when, in truth and in fact, no such transfer has occurred.

PRAYER FOR RELIEF

WHEREFORE, the Plaintiff prays that this Honorable Court enter an Order:

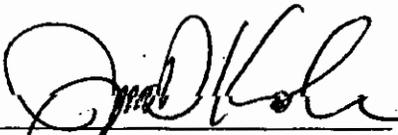
- A. Finding that the Defendant has violated sections 2 the Consumer Fraud Act, 815 ILCS 505/2, by the acts and practices alleged in this Complaint;
- B. Finding that the Defendant has violated section 2(a)(1), (2), (3), (4), (5) and (12) of the Uniform Deceptive Trade Practices Act, 815 ILCS 510/2 et seq., by the acts and practices alleged in this Complaint;
- C. Preliminarily and permanently enjoining the Defendant from engaging in the unlawful methods, acts, and practices alleged in this Complaint;
- D. Ordering Defendant to locate, review and remediate all documents created by NTC and recorded within the State of Illinois by use of method and practices declared unlawful ;

- E. Ordering Defendant to account for all revenues earned from creating and recording improperly signed, notarized, or verified documents in Illinois by the unlawful means alleged in this Complaint;
- F. Ordering Defendant to disgorge all revenues, profits, and gains achieved in whole or in part through the unfair acts or practices complained of herein;
- G. Assessing a civil penalty in the amount of \$50,000 if the court finds the Defendant engaged in methods, acts or practices declared unlawful by the Act without the intent to defraud; if the Court finds Defendant engaged in methods, acts or practices declared unlawful by the Act with the intent to defraud, then assessing a statutory civil penalty of \$50,000 per violation, all as provided in Section 7 of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/7;
- H. Requiring the Defendant to pay all costs for the prosecution and investigation of this action, as provided by section 10 of the Consumer Fraud and Deceptive Business Practices Act, 815 ILCS 505/10; and
- I. Providing such other and further equitable relief as justice and equity may require.

Respectfully Submitted,

THE PEOPLE OF THE STATE OF ILLINOIS,
By LISA MADIGAN,
ATTORNEY GENERAL OF ILLINOIS

By:


James D. Kole, Chief
Consumer Fraud Bureau

Attorney No. 99000

LISA MADIGAN
Illinois Attorney General

JAMES D. KOLE, Chief
Consumer Fraud Bureau

TOM JAMES, Senior Counsel
Consumer Fraud Bureau

VAISHALI S. RAO
Assistant Attorney General

ANDREW DOUGHERTY
Assistant Attorney General
100 W. Randolph Street, 12th floor
Chicago, IL 60601
Tel.: (312) 814-4982



* 2009R01092 *

2009R01092

01/12/2009	11:27AM
REC FEE:	15.00
REC REST FEE:	4.00
GTS FEE:	9.00
GTS REST FEE:	1.00
MRSP FEE:	10.00
TOTAL:	39.00
PAGES:	1

DELLA

JOSHUA A. LANGFELDER
SANGAMON COUNTY RECORDER

EW
When Recorded Return To :
CITI RESIDENTIAL LENDING INC.
C/O NTC 2100 Alt. 19 North
Palm Harbor, FL 34683

Assignor L#: 0081183584
Assignee L#: 0081183584
Investor L#: 0081183584
MIN: 100015000811835843
Effective Date: 12/31/2008

ASSIGNMENT OF MORTGAGE/DEED

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR AMERIQUEST MORTGAGE COMPANY, WHOSE ADDRESS IS 10801 E. 6TH STREET, RANCHO CUCAMONGA, CA 91730, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed of trust together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS NOMINEE FOR JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, PO BOX 2026, FLINT, MI 48501, (ASSIGNEE). Said mortgage/deed of trust dated 06/30/2004, and made by BENJAMIN R. MILLER AND KATHERINE A. MILLER to AMERIQUEST MORTGAGE COMPANY and recorded in the Recorder or Registrar of Titles of SANGAMON County, Illinois in Book Page as Instr# 2004R34922 upon the property situated in said State and County as more fully described in said mortgage or herein to wit:

LOT 33, IN VAL-E-VUE, SECOND PLAT, EXCEPT ALL COAL, MINERALS AND MINING RIGHTS HERETOFORE CONVEYED OR SERVED OF RECORD. SITUATED IN SANGAMON COUNTY, ILLINOIS.

14190253006
known as: 9 HACKNEY LN. SPRINGFIELD, IL 62702
12/12/2008

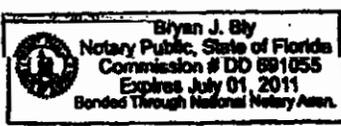
CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR AMERIQUEST MORTGAGE COMPANY

BY:
CRYSTAL MOORE VICE PRESIDENT

STATE OF FLORIDA COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me THIS 12TH DAY OF DECEMBER IN THE YEAR 2008, by CRYSTAL MOORE of CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR AMERIQUEST MORTGAGE COMPANY on behalf of said CORPORATION.

BRYAN J. BLY
My commission expires: 07/01/2011



Document Prepared by: Jessica Forstwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

CRLAS 9238696 12/31 WAMU CJ1999949 MIN 100015000811835843 MERS PHONE 1-888-679-MERS form5/FRMIL1



9238696



316



LORI GABBOIS
RECORDER
KANKAKEE COUNTY, IL
RECORDED ON
02/08/2010 12:06:41PM

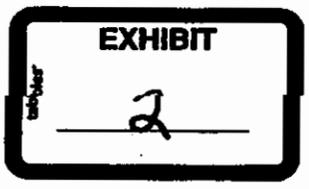
REC FEE: 27.00
RSP: 10.00
PAGES: 3

3000049613L

AFFIDAVIT OF LOST ASSIGNMENT

The undersigned BR YAN BLY, being duly sworn deposes and states as follows:

1. That (s)he is a/ans VICE PRESIDENT of FINANCIAL FREEDOM SENIOR FUNDING CORPORATION having its principle place of business at 190 TECHNOLOGY PARKWAY SUITE 100, NORCROSS, GA 30092, an officer duly authorized to make this affidavit.
2. That (s)he has personal knowledge of the facts set forth in this Affidavit.
3. That FINANCIAL FREEDOM SENIOR FUNDING CORPORATION ("Current Mortgagee") is the owner and holder of a certain mortgage dated 08/04/2006 made by BEVERLY E HILL as mortgagors to GSP MORTGAGE CORPORATION as original mortgagee, which mortgage was recorded in the office of the Register or Recorder/Clerk of KANKAKEE County, on 08/11/2006 in Book/ord. page: or Doc# 200620486. This loan may or may not have been further assigned. The mortgage premises are known as: 365 S. YATES AVE., KANKAKEE, IL 60901 16-16-01-204-013
SEE ATTACHED EXHIBIT A
4. That Current Mortgagee owns and holds said mortgage as a result of sale and assignment thereof to Current Mortgagee from GSP MORTGAGE CORPORATION ("Mortgagee of Record").
5. That the files and records of Current Mortgagee relating to the mortgage do not contain either a recorded or an unrecorded instrument of an assignment from Mortgagee of Record to Current Mortgagee.
6. That the Affiant has concluded that the Assignment was lost, misplaced or destroyed before the same could be placed of record.
7. That Current Mortgagee is unable to obtain an instrument confirming the sale and assignment of said mortgage from the Mortgagee of Record.



8. That Current Mortgagee duly and properly acquired the mortgage, and has thereafter serviced the same and has in its possession the Note secured thereby and all of the other mortgage loan documentation pertaining to said mortgage

9. That Current Mortgagee is the owner of the mortgage and the Note secured thereby, and has not further assigned or transferred said Note and mortgage to any other party.

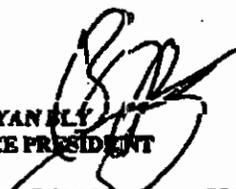
10. That this affidavit is made to induce the Register/Recorder of said county to accept for recording this instrument, executed and acknowledged by Current Mortgagee, in place of said lost, misplaced or destroyed assignment.

11. Current Mortgagee agrees to indemnify and hold harmless the Recorder, Registrar or Clerk of said County from and against any cost or claims which may arise by reason of the acceptance and recording of this affidavit

Dated: 01/26/2010

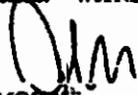
FINANCIAL FREEDOM SENIOR FUNDING CORPORATION

By:


BRYAN BLY
VICE PRESIDENT

STATE OF FLORIDA COUNTY OF PINELLAS

On 01/26/2010 before me, CRYSTAL MOORE, Notary Public, personally appeared BRYAN BLY personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or entity upon behalf of which the person acted, executed the same. WITNESS MY hand and official seal.


CRYSTAL MOORE
Notary Public/Commission expires 09/23/2013

 CRYSTAL MOORE
Notary Public, State of Florida
Commission # DD 927242
Expires September 23, 2013
Bonded Through National Notary Assn.

Prepared by Jessica Preswell/NTC, 2100 Alt 19 North, Palm Harbor, FL 34683 (800)346-9152
When Recorded Return To
Financial Freedom
C/O NTC 2100 Alt 19 North
Palm Harbor, FL 34683

FFSAM 11340073 WF02 4 CJ2417628 MIN 100854 form5/aux1



11.340073

LEGAL DESCRIPTION

Lot 6 in Block 4 in the Subdivision of a part of the Northeast Fractional 1/4 of Section 1, Township 30 North, Range 14 West of the Second Principal Meridian, as platted by Len Small, May 26, 1902, plat recorded May 26, 1902, in Book of Plans "C" at Page 16, records of Kankakee County, Illinois, situated in the County of Kankakee, in the State of Illinois.

Property Address: 366 South Yates Avenue
Kankakee, IL 60901

Permanent Index Number: 16-16-01-204-013



* 2010R16757 2 *

2010R16757

RECORDED ON
08/03/2010 01:53:28PM
CHAMPAIGN COUNTY
ILLINOIS

✓ Palm Harbor, FL 34683
Loan #: 1102638598

REV FEE:
PAGES 2
PLAT ACT: 0
PLAT PAGE:

AFFIDAVIT OF MISSING/LOST ASSIGNMENT

The undersigned being first duly sworn alleges or deposes as follows:

1. That he/she is authorized by the note holder to make this affidavit.
2. That notwithstanding the fact that an assignment(s) has/have not been recorded, the undersigned is the Attorney in Fact for the current holder and/or custodian of the note secured by the Mortgage/Deed of Trust dated 01/25/2000, recorded in Book , Page , Instrument No. 2000R02219, on 02/01/2000 wherein CHRIS S CAVANAUGH AND DANIEL L CAVANAUGH were the Property Owner/Mortgagor/Trustor(s), AMERICAN LOAN CENTERS is the original Mortgagee/Beneficiary, concerning real property located in the County of CHAMPAIGN, State of Illinois.
3. That the Affiant has concluded that the Assignment was lost, misplaced or destroyed before the same could be placed of record.
4. That Current Mortgagee is unable to obtain an instrument confirming the sale and assignment of the Current Mortgage from a prior Mortgagee of record.
5. That Current Mortgagee duly and properly acquired the Mortgage, and has thereafter serviced the same and has in its possession the note secured thereby and all of the other mortgage loan documentation pertaining to said Mortgage.
6. That Current Mortgagee is the owner of the Mortgage and the note secured thereby, and has not further assigned or transferred said note and Mortgage to any other party.
7. The undersigned, is recording this document solely for the purpose of effecting a (Release/Modification of the Mortgage/Deed of Trust) and the Current Mortgagee indemnifies against any loss which may occur in regard to the Modification of the Mortgage/Deed of Trust.

Missing Assignment to THE BANK OF NEW YORK TRUST COMPANY, N.A. (SUCCESSOR IN INTEREST TO JPMORGAN CHASE BANK, N.A., SUCCESSOR BY MERGER TO BANK ONE, N.A., FORMERLY KNOWN AS THE FIRST NATIONAL BANK OF CHICAGO), AS TRUSTEE, ON BEHALF OF THE HOLDERS OF THE WMC MORTGAGE LOAN PASS THROUGH CERTIFICATES SERIES 2000-A,, located at 10401 Deerwood Park Blvd., Jacksonville, FL 32256 from AMERICAN LOAN CENTERS

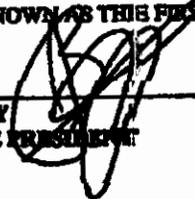
Property Address: 1328 SUNSET DR, RANTOUL, IL 61866
LOT 107 IN PRAIRIE VIEW PARK SECOND ADDITION TO THE VILLAGE OF RANTOUL AS PER PLAT RECORDED IN PLAT BOOK 'I' AT PAGE 31, SITUATED IN CHAMPAIGN COUNTY, ILLINOIS.

SPSRL 12141459 22 PULL SW2649335 others/LAA11L_spr1



I declare under the penalty of perjury that the foregoing information is true and correct to the best of my knowledge. Date this 26th day of July in the year 2010

SELECT PORTFOLIO SERVICING, INC. as Attorney-in-Fact for THE BANK OF NEW YORK TRUST COMPANY, N.A. (SUCCESSOR IN INTEREST TO JPMORGAN CHASE BANK, N. A., SUCCESSOR BY MERGER TO BANK ONE, N. A., FORMERLY KNOWN AS THE FIRST NATIONAL BANK OF CHICAGO), AS

By: 
BRYAN BLY
ASST. VICE PRESIDENT

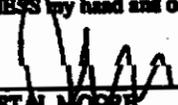
Witness:

ALEXANDRA KANE

DEBORAH DOKO

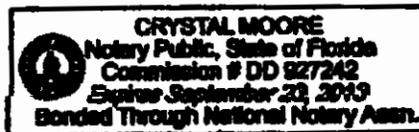
STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this 26th day of July in the year 2010 by BRYAN BLY, personally known to me (or proved to me on the basis of satisfactory evidence) to be the ASST. VICE PRESIDENT of SELECT PORTFOLIO SERVICING, INC. as Attorney-in-Fact for THE BANK OF NEW YORK TRUST COMPANY, N.A. (SUCCESSOR IN INTEREST TO JPMORGAN CHASE BANK, N. A., SUCCESSOR BY MERGER TO BANK ONE, N. A., FORMERLY KNOWN AS THE FIRST NATIONAL BANK OF CHICAGO), AS, a corporation, on behalf of the corporation.
WITNESS my hand and official seal on the date hereinabove set forth.


CRYSTAL MOORE
Notary Public/Commission expires 09/23/2013

Prepared by: Jessica Fretwell/NTC, 2100 ALI 19 North, Palm Harbor, FL 34683 (800)946-9152

SPSRL 12141459 22 FULL S.W2649335 others/LAA11L_sparl



**Subpoena Duces Tecum of the Attorney General
of the State of Illinois**

STATE OF ILLINOIS)

) SS.

THE PEOPLE OF THE STATE OF ILLINOIS
CONSUMER PROTECTION DIVISION

COUNTY OF COOK)

SUMMON YOU, ~~NATIONWIDE TITLE CLEARING, INC., that all business and concerns being laid aside, to~~
produce the information requested below to the Attorney General of the State of Illinois, or her duly authorized
Assistant Attorneys General **ANDREW DOUGHERTY, VIVIAN VELASCO-PAZ, AND E. PAIGE BOGGS**,
by the 16th day of June, 2011 to her offices at 100 W. Randolph St., 12th Floor, Chicago, Illinois 60601, for
an investigation into the activities of **NATIONWIDE TITLE CLEARING, INC.** presently being conducted by
the Attorney General, pursuant to the provisions of the Illinois Consumer Fraud and Deceptive Business Practices
Act ("the Consumer Fraud Act"), 815 ILCS 505/1 *et seq.* Produce, at the time and place aforesaid, the following
books, records, documents and papers in your possession, custody, or control the Attorney General deems relevant
and material to the investigation, to-wit:

SEE ATTACHED RIDER

Failure to comply with this subpoena may result in court action against you pursuant to Section 6 of the
Consumer Fraud Act, 815 ILCS 505/6

NO APPEARANCE REQUIRED

WITNESS, Lisa Madigan the
Attorney General of the State of Illinois
and the seal thereof, at her offices in
Chicago, Illinois, this 25th day of May, 2011.



[REDACTED]
Jim Kolo, Chief
Consumer Fraud Bureau

**RIDER TO SUBPOENA FOR
NATIONWIDE TITLE CLEARING, INC.**

The term "relevant time period" shall mean January 1, 2007 to the present.

The terms "you" and "your" shall mean Nationwide Title Clearing, Inc.

The terms "you" and "your" shall be interpreted as broadly as possible and will include Nationwide Title Clearing, Inc.'s officers, directors, employees, agents, affiliates, subsidiaries, and parent companies.

The term "employee" shall be interpreted as broadly as possible and will include independent contractors and any other agent who has previously or currently works for you. In regards to signing or otherwise executing and/or notarizing documents, the term "employee" shall also mean any employee signing on your behalf or on behalf of one of your clients (for example, an employee who has been given limited authority to sign affidavits or other documents as a "vice president" of your client).

Interrogatories

1. Identify all residential mortgage servicers with whom you have or have had a contractual relationship or for whom you have otherwise performed services or provided a product at any time during the relevant time period.
2. Identify all attorneys and/or law firms with whom you have or have had a contractual relationship or for whom you have otherwise performed services or provided a product during the relevant time period.
3. Explain any and all financial arrangements, including but not limited to, splitting fees and giving or accepting referral fees or kickbacks, or accepting anything of value you have with any residential mortgage servicer.
4. Explain your corporate structure.
5. Identify all your former and current employees during the relevant time period, stating each employee's title and job duties, dates of employment, and, if no longer employed by you, last known address and phone number.
6. Where known, identify any court proceedings pending in Illinois during the relevant time period where assignments, lien releases or other documents prepared, signed, or notarized by your employee(s) were filed or used in any way. Also identify which of these proceedings used documents with electronic signatures.

7. Identify all of your current and former employees who signed assignments, lien releases or other documents relating to residential real estate in Illinois during the relevant time period.
8. For each employee identified in Interrogatory 7, state the average number of documents the employee signed in a day, week, month, and year during the relevant time period.
9. For each employee identified in Interrogatory 7, explain the employee's signing authority for each entity on whose behalf your employee was signing.
10. Identify all of your current and former employees who have notarized assignments, lien release or other documents relating to residential real estate in Illinois during the relevant time period.
11. For each employee identified in Interrogatory 10, state the average number of documents the employee notarized in a day, week, month, and year during the relevant time period.
12. Identify all employees who prepared assignments, lien release or other documents relating to residential real estate in Illinois during the relevant time period.
13. For each employee identified in Interrogatory 12, state the average number of documents the employee prepared in a day, week, month, and year during the relevant time period.
14. For each of your employees identified in Interrogatories 7, 10, and 12, list the employee's job title and job duties.
15. Describe the measures you have taken during the relevant time period to ensure that assignments, lien release and other documents are accurately prepared and executed in compliance with Illinois law, including but not limited to assignment chain reviews and validation.
16. Describe any policy(ies) in place during the relevant time period concerning the handling of deficient or missing assignments or other title documents, including how such deficiencies are cured.
17. Identify all current and past employees who performed the tasks identified in the policies in Interrogatory 16 during the relevant time period.
18. Describe your practice of using "electronic signatures" for assignments, lien releases and other documents relating to residential real estate in Illinois during the relevant time period.

19. Identify the name(s) comprising each "electronic signature" used in any Illinois court proceeding during the relevant time period.
20. Identify the individual(s) whom made the decision to insert the electronic signature in each instance.
21. State whether the individual(s) whose signature(s) was electronically inserted ever reviewed the document.
22. Identify and explain any policies or programs you had in place that allowed multiple people to sign for one person.
23. State the beginning and ending dates of Brian Bly's, Crystal Moore's and Jessica Fretwell's employment with you. While answering, identify every job title (and corresponding responsibilities) they held while in your employment. If no longer employed by you, provide their last known address and phone number.
24. State whether any employees other than Brian Bly ever signed or otherwise affixed the signature of "Brian Bly" to any assignment or other document relating to real estate in Illinois. If so, for each such document, identify the person who signed or affixed the signature, and identify, if known, the case name and number in which the document was filed or used.
25. State whether any employees other than Crystal Moore ever signed or otherwise affixed the signature of "Crystal Moore" to any assignment or other document relating to real estate in Illinois. If so, for each such document, identify the person who signed or affixed the signature, and identify, if known, the case name and number in which the document was filed or used.
26. Describe all actions taken to verify the accuracy of the information contained in the assignments attached in Exhibit A and Exhibit B, respectively.
27. Identify all of your employees who were Vice Presidents of or authorized to sign on behalf of Citi Residential Lending Inc. during the relevant time period.

Requests for Production

1. Produce all contracts or other similar agreements with all residential mortgage servicers with whom you have or have had a contractual relationship or for whom you have otherwise performed any service during the relevant time period.
2. Produce all contracts or similar agreements with all attorneys and/or law firms with whom you have or have had a contractual relationship or for whom you have otherwise performed any service during the relevant time period.

3. Produce any and all written documentation of all financial arrangements, including but not limited to, splitting fees and giving or accepting referral fees or kickbacks, or accepting anything of value in relation to any foreclosure or bankruptcy related services that you have with residential mortgage servicers.
4. Produce documents sufficient to show your corporate structure.
5. Produce sample client agreements with clients located and/or doing business in Illinois during the relevant time period.
6. Produce all policy and procedure manuals and/or training materials used to direct the methods and timing that you use when you initiate and implement the drafting and/or execution of assignments, lien releases or other documents during the relevant time period.
7. Produce all policy and procedure manuals and/or training materials used to direct the methods and timing that you use when you notarize assignments, lien release or other documents during the relevant time period.
8. Produce any documents or communications granting your employees the authority to sign assignments, lien release or other documents during the relevant time period.
9. Produce ledgers of all financial transactions between you and any title company, recording service, process server, or any other entity that provides payments to you in connection with any services rendered in connection with any residential real estate in Illinois during the relevant time period.
10. Produce a certified copy of all depositions of your employees or agents relating to the preparation, signing, or notarization of documents.
11. Produce all documents relating to any legal action taken or threatened against you or any affiliate, including but not limited to legal action taken or threatened by a government entity, concerning the preparation, signing, or notarization of documents during the relevant time period.
12. Produce all documents that describe the job responsibilities of all employees who are tasked with signing assignments, lien release or other documents on behalf of others (for example, a "Signing I.C." who has been given limited authority to sign as a "vice president" or other such officer of another entity).
13. Produce all powers of attorney, corporate resolution, or any other document granting one of your employees the ability to sign on behalf of another entity.
14. Produce all documents relating to your employees' ability to sign on behalf of Mortgage Electronic Registration System (MERS).

15. Produce all agreements you have with MERS.
16. Produce all of your *employee compensation policies in place during the relevant time period*, including but not limited to, documents relating to productivity incentives.
17. Produce any policy and procedure manuals and/or training materials that mentions or describes when and why multiple people can sign for one person, as referenced in Interrogatory 22.
18. Produce all policy or procedural manuals pertaining to the use of electronic *signatures*.
19. Produce copies of all assignments, lien releases or other documents prepared, signed, or notarized by your employees during the relevant time period relating to residential real estate in Illinois.
20. Produce copies of any documents relating to real estate in Illinois where the signature of "Brian Bly" was signed by someone other than Brian Bly.
21. Produce copies of any documents relating to real estate in Illinois where the signature of "Crystal Moore" was signed by someone other than Crystal Moore.
22. Produce all documents or records reviewed in preparation of the assignments attached in Exhibit A and Exhibit B, respectively.
23. Produce all documents evidencing the authority of Citi Residential Lending Inc. to act as attorney-in-fact for Town and Country Credit Corp. during the relevant time period.
24. Produce all documents evidencing the authority of Crystal Moore to act as Vice President for Citi Residential Lending Inc. during the relevant time period.

Exhibit A

R2009032562_1

When Recorded Return To:
AMERICAN HOME MTC
C/O NTC 2100 AL 19 North
Palm Harbor, FL 34683

CRL L#: 0065794000
Assignee L#: 4006536807
Investor L#: 0065794000
Custodian: 85
Effective Date: 02/11/2009

R2009032562

Karen L. Stibel Will County Recorder
OK Date: 02/12/2009 Time: 10:57:00
Recording Fee: \$14.75
Ill. Rental Mng. Support Program: \$10.00

ASSIGNMENT OF MORTGAGE DEED

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR TOWN AND COUNTRY CREDIT CORP., WHOSE ADDRESS IS 10801 E. 6TH STREET, RANCHO CUCAMONGA, CA 91730, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and set over the described mortgage/deed of trust together with the certain sum(s) described therein together with all interest accrued thereby, all items, and any rights due or to become due thereon to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERQUEST MORTGAGE SECURITIES INC. ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R1, UNDER THE POOLING AND SERVICING AGREEMENT DATED FEBRUARY 1, 2004, WHOSE ADDRESS IS 1761 EAST ST. ANDREW PLACE, SANTA ANA, CA 92705-4934, (ASSIGNEE) Said mortgage/deed of trust dated 12/18/2003, and made by LAUREN L. SCHEFFERS to TOWN AND COUNTRY CREDIT CORP. and recorded in the Recorder or Registrar of Titles of WILL County, Illinois in Book Page as Instr# R 2004016477 upon the property situated in said State and County as more fully described in said mortgage or herein to wit:

LOT 26 IN BROOK CROSSING UNIT 1A, BEING A SUBDIVISION OF PART OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 11, 1978, AS DOCUMENT NO. R78-40466 IN WILL COUNTY, ILLINOIS.

01-02-005-003

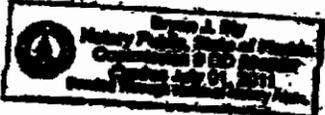
known as: 1305 MORNING STAR NAPERVILLE, IL 60563
01/15/2009

CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR TOWN AND COUNTRY CREDIT CORP.

BY: 
CRYSTAL MOORE VICE PRESIDENT

STATE OF FLORIDA COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me THIS 15TH DAY OF JANUARY IN THE YEAR 2009, by CRYSTAL MOORE of CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR TOWN AND COUNTRY CREDIT CORP. on behalf of said CORPORATION.

BRYAN J. ELY
My commission expires 07/01/2011



Document Prepared By:  NTC 2100 AL 19 North, Palm Harbor, FL 34683 006536807

CRLAS 8215871 1/31 C/2009/856 Recd/ERM/L

8215871

1087

FIXED RATE NOTE

Loan No. 0085794000-80198

December 18, 2004
Date

Invoice
Date

CA
State

1308 Morning Star, NAPERVILLE, IL 60564
Borrower Address

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 179,508.88 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is Town and Country Credit Corp.

I understand that the Lender may transfer this Note. The Lender or anyone who owns this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 7.990 %.

The interest rate required by this Section 2 is the rate I will pay before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments:

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on February 1, 2004.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on January 1, 2004, I still owe amounts under this Note, I will pay these amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at 2800 Main Plaza, Suite 800, Irvine, CA 92614

at a different place if required by the Note Holder.

(B) Amount of Monthly Payments:

My monthly payments will be in the amount of U.S. \$1,313.88.

4. BORROWER'S RIGHT TO PREPAY

I may repay this Note at anytime without a penalty.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charges shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments:

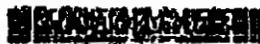
If the Note Holder has not received the full amount of any monthly payment by the end of fifteen calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 6.000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default:

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default:

If I am in default, the Note Holder or my agent may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of principal which has not been paid and all the interest that I owe on this amount. That date must be at least 30 days after the date on which the notice is delivered or mailed to me.



(Certified to Be A True and
Exact Copy Of The Original
Town & Country Credit Corp.)

By CE ORIGINAL

Document Page 1 of 1

(D) No Waiver by Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorney's fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated (in Section 2(A) above or at a different address if I give a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do the same things. Any person who signs over their obligations, including their obligations as a guarantor, surety, or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the provisions given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts owed under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Essential Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person), without Lender's prior written consent, Lender may at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if prohibited by Federal law as of the date of this Security Instrument.

If the Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay those sums prior to the expiration of this period, Lender may enforce remedies permitted by this Security Instrument without further notice or demand on Borrower.

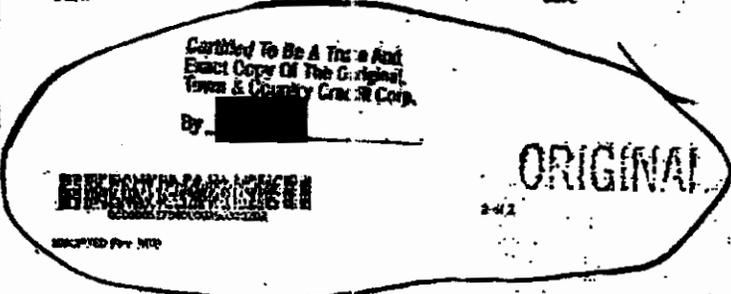
WITNESS THE HAND(S) AND SEAL (S) OF THE UNDERSIGNED

Borrower: [Redacted] (S)

Borrower: [Redacted] (S)

Endorser: [Redacted] (S)

Endorser: [Redacted] (S)



RECEIVED BY NTP

2-4-2

7/10/2003 2:02:31 PM

STATE OF ILLINOIS;

County as:

I, Dante M. Royster a Notary Public in and for said county and in said state, hereby certify that

Lauren L. Schreffers

personally known to me to be the same person(s) whose name(s) subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he/she/they signed and delivered the said instrument as his/her/their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and official seal of this

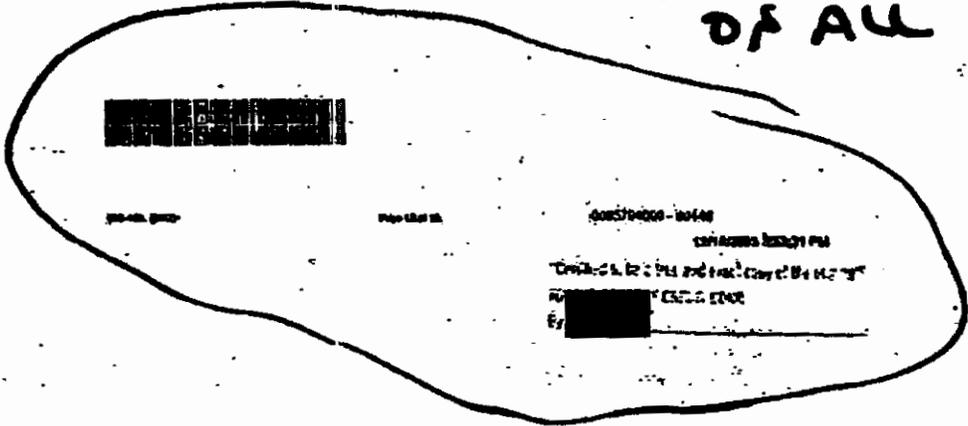
My Commission Expires:



NO DATE



DIFF INITIALS OF ALL



Lauren Lee Scheffers

(Print or Type Name)

[Redacted Signature]

Signature

00

(Print or Type Name)

Signature

(Print or Type Name)

Signature

(Print or Type Name)

Signature

(If applicable, complete the following req.)

I AM ALSO KNOWN AS:

Lauren L. Scheffers

(Print or Type Name)

[Redacted Signature]

Signature

Lauren Scheffers

(Print or Type Name)

[Redacted Signature]

Signature

00

(Print or Type Name)

Signature

(Print or Type Name)

Signature

and that

NID DATE

MS 403

and the same person.

State/Commonwealth of
County/Parish of

Subscribed and sworn (affirmed) before me this
day of

OFFICIAL SEAL
DANTE M. ROYSTER
NOTARY PUBLIC - STATE OF MISSISSIPPI

[Redacted Signature]

Notary Public in and for
the State/Commonwealth of
County/Parish of
My Commission Expires:



MS 403 (Rev. 1/10)

403

BY SIGNING BELOW, Borrower accepts and agrees to the terms and conditions contained in this Security Instrument and in any other documents by Borrower and recorded with it.

Witness:

Lauren Lee Schaffers *LLS*

_____ *LLS*

100-4211-0000

0065704660 -60306
12/18/2003 3:53:31 PM P000000000000
Certifies to be a true and correct copy of the original
TOWN & COUNTRY CREDIT CO
LLS

Citi Residential Lending

P.O. Box 11000
Santa Ana, CA 92711-1000



December 15, 2008

IN DEFAULT

#BANK225
Lauren Lee Scheiffers
1305 Morningstar CT
Naperville, IL 60564-8569

|||||

Re: Loan No. [REDACTED]
Due Date: 11-01-08
Property Address: 1103 Springfield Ct, Naperville, IL 60564

NOTICE OF ASSIGNMENT, SALE OR TRANSFER OF SERVICING RIGHTS

You are hereby notified that the servicing of the above mortgage loan, is being assigned, sold or transferred from Citi Residential Lending to Chase Home Finance, LLC, effective January 1, 2009.

This assignment, sale or transfer will only affect the servicing of your loan. All other terms contained in your mortgage documents remain in effect. Please note that if you have other loans serviced by Citi Residential Lending, these loans will remain with Citi Residential Lending unless you are informed otherwise.

Your present servicer is Citi Residential Lending. If you have any questions relating to the transfer of servicing, call our Customer Care Department between 8:00 a.m. to 6:00 p.m., PST, Monday through Friday at (800) 430-5262.

Your new servicer will be Chase Home Finance, LLC. Below are its contacts for Correspondence and Payment questions:

(CORRESPONDENCE)
Chase Home Finance
Attn: Research
PO Box 24571
Columbus, OH 43224

(PAYMENTS)
Chase Home Finance
PO Box 78116
Phoenix, AZ 85062-8116

The toll-free telephone number of your new servicer is (800) 549-7312. If you have any questions relating to the transfer of servicing, call Customer Service between 8:00 a.m. and 9:00 p.m., EST, Monday - Friday, and Saturday, 8:00 a.m. to 5:00 p.m., EST.

The date that your present servicer will stop accepting payments from you is December 31, 2008. The date that your new servicer will start accepting payments from you is January 1, 2009. Send all payments due on or after that date to your new servicer.

Federal law requires us to notify you that we are acting as a data collector and any information we collect from you will be used for the purpose of collecting your debt. Unless federal law otherwise prohibits, we may report information about your account to the credit bureaus. Late payments, missed payments, or other defaults on your account may be reflected in your credit report. Please be advised that if your loan is in a bankruptcy or has been discharged, this is not an attempt to collect a debt but is sent to you for informational purposes only.

Exhibit B



When Recorded Return To:
CITI RESIDENTIAL LENDING INC.
 943 NTC 2100 AR 19 North
 Palm Harbor, FL 34683

Assignor L#: 0065370587
 Assignee L#: 0065370587
 Investor L#: 0065370587
 MIN: 10001500653705872
 Effective Date: 12/31/2008

I certify that this is a
 copy of an instrument
 recorded in my office.

Fred Bucholz
 Fred Bucholz
 Dupage County Recorder
 Date: 12/12/2008
 Deputy: [Redacted]

FRED BUCHOLZ
 DUPAGE COUNTY RECORDER
 JAN. 09 2009 8:11 PM
 OTHER 07-82-107-062
 801 PAGES R2009-003100

ASSIGNMENT OF MORTGAGE/DEED

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR TOWN AND COUNTRY CREDIT CORP.,** WHOSE ADDRESS IS 10881 E. 6TH ST WEST, RANCHO CUCAMONGA, CA 91730, (ASSIGNOR), by these presents does convey, grant, sell, assign, transfer and vest over the described mortgage/deed of trust together with the certain note(s) described therein together with all interest secured thereby, all liens, and any rights due or to become due thereon to **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) A DELAWARE CORPORATION, ITS SUCCESSORS OR ASSIGNS, AS NOMINEE FOR JPMORGAIN CHASE BANK, NATIONAL ASSOCIATION, PO BOX 2024, FLINT, MI 48501, (ASSIGNEE).** Said mortgage/deed of trust dated 12/17/2003, and made by **LAUREN LEE SCHEFFERS** to **TOWN AND COUNTRY CREDIT CORP.** and recorded in the Recorder or Registrar of Titles of **DUPAGE County, Illinois** in Book Page at least **R2009-018055** upon the property situated in said State and County as more fully described in said mortgage or herein to wit:

LOT 13, EXCEPT THE EASTERLY 51.48 FEET OF SAID LOT 13, AS MEASURED ALONG THE NORTHERLY AND SOUTHERLY LINES THEREOF IN SUBDIVISION OF PARTS OF SECTIONS 29 AND 32, TOWNSHIP 38 NORTH RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 23, 1979 AS DOCUMENT R79-75952 AND CERTIFICATE OF CORRECTION RECORDED FEBRUARY 8, 1980 AS DOCUMENT R80-085758, IN DUPAGE COUNTY, ILLINOIS.

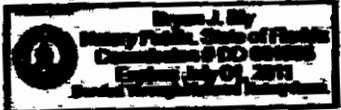
07-32-107-062.
 known as: 3300 LYNNFIELD CT. AURORA, IL 60504
 12/12/2008

CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR TOWN AND COUNTRY CREDIT CORP.

BY: [Redacted Signature]
CRYSTAL MOORE VICE PRESIDENT

STATE OF FLORIDA COUNTY OF PINELLAS
 The foregoing instrument was acknowledged before me THIS 12TH DAY OF DECEMBER IN THE YEAR 2008, by **CRYSTAL MOORE** of **CITI RESIDENTIAL LENDING INC., AS ATTORNEY-IN-FACT FOR TOWN AND COUNTRY CREDIT CORP.** on behalf of said CORPORATION.

BRYAN J. BLY
 My commission expires: 07/01/2011



Document Prepared By: Jessica | 943 NTC 2100 AR 19 North, Palm Harbor, FL 34683 (888)946-9152

CRLAS 9215939 12/31 WAMU C-1188848 MIN 10001500653705872 MERS PHONE 1-888-679-MERS Fax 888-679-1111



SENDER (COMPLETE THIS SECTION)

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
Nationwide Title Clearing, Inc.
2100 Alt 19 North
Palm Harbor, FL 34683

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent
 Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) **7009 2820 0003 6245 3582**

PS Form 3811, February 2004 Domestic Return Receipt 102588-02-46-1640

CERTIFIED MAIL



7009 2820 0003 6245 3582
 7009 2820 0003 6245 3582

U.S. Postal Service
CERTIFIED MAIL RECEIPT
 Certified Mail, Registered Mail, Return Receipt for Merchandise, Signature Required

OFFICIAL USE

Postage	\$	Postmark Here
Certified Fee		
Return Receipt Fee (Endorsement Required)		
Restricted Delivery Fee (Endorsement Required)		
Total Postage & Fees	\$	

Sent to **Nationwide Title Clearing, Inc.**
 Street, Apt. No. or PO Box No. **2100 Alt 19 North**
 City, State, ZIP+4 **Palm Harbor, FL 34683**

GROUP EXHIBIT 3

118813 RECEIVED

Lauren L. Scheffers, Petitioner

NOV 8 - 2011
CLERK
SUPREME COURT

IN THE SUPREME COURT OF ILLINOIS

LAUREN L. SCHEFFERS, Petitioner	) Appellate Court, 3 rd Judicial) District, Case No. 3-11-476)
v.	) Circuit Court, Will County,) Illinois, 12 th Judicial Circuit) Case No. 09CH3797)
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERIQUEST MORTGAGE SECURITIES TRUST 2004-R1, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004 -R1, Respondent	) The Honorable Raymond E.) Rossi and) The Honorable Richard J.) Siegel,) Presiding Judges

NOTICE OF FILING

To: **By USPS Priority Mail**
ATTN: David Co. Director
Deutsche Bank National Trust
Company, as trustee
1761 East St. Andrew Place
Santa Ana, CA 92705-4934

By USPS Priority Mail
Denis Pierce, Robert Deisinger,
Shaun Callahan
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

By USPS Priority Mail
Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

FILED

NOV 8 - 2011

**SUPREME COURT
CLERK**

You are hereby notified that on November 3, 2011, Petitioner, as an indigent person, submitted for filing 1 copy of the Petitioner's Petition for Leave to Appeal to the Office of the Clerk of the Supreme Court of Illinois, as served per the enclosed notarized Proof of Service.

Per the notarized Proof of Service and Verification by Certification, Petitioner has submitted one copy to each of the firms above the Petition and Appendix Exhibits 1-3.

Lauren L. Scheffers, Petitioner

Petitioner has no ability to serve three copies of this Petition to the Respondent's counsel, as required, since neither of the law firms above was retained by the Respondent as legal counsel in this instant action.

Respectfully submitted,

A handwritten signature in cursive script, reading "Lauren L. Scheffers", is written over a horizontal line.

Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
Ph 630-305-3401

IN THE SUPREME COURT OF ILLINOIS

LAUREN L. SCHEFFERS,
Petitioner

) Appellate Court, 3rd Judicial
) District, Case No. 3-11-476

v.

) Circuit Court, Will County,
) Illinois, 12th Judicial Circuit

DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE IN TRUST FOR THE BENEFIT OF
THE CERTIFICATE HOLDERS FOR AMERIQUEST
MORTGAGE SECURITIES TRUST 2004-R1,
ASSET-BACKED PASS-THROUGH CERTIFICATES,
SERIES 2004 -R1,
Respondent

) Case No. 09CH3797
)
) The Honorable Raymond E.
) Rossi and
) The Honorable Richard J.
) Siegel,
) Presiding Judges

PROOF OF SERVICE

The undersigned certifies that true copies of the foregoing instrument, *Petition for Leave to Appeal Pursuant to Rule 315 or Appeal as a Matter of Right Pursuant to Rule 317*, to be served upon:

Clerk of the Supreme Court of Illinois
200 East Capitol Avenue
Springfield, IL 62701

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2307 1770 0000 1051 9717, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 2nd day of November, 2011, and to

ATTN : David Co, Director
Deutsche Bank National Trust Company, as trustee
1761 East St. Andrew Place
Santa Ana, CA 92705-4934

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0311 0240 0000 1268 2323, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 2nd day of November, 2011, and to

Denis Pierce, Robert Deisinger, Shaun Callahan
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0311 1660 0000 2322 4656, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Avenue, Naperville, IL 60540 prior to 7:00 p.m. this 2nd day of November, 2011, and to

Patrick Stanton, Amy Jonker
Dykenna Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0310 22640 0001 7648 7773, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Avenue, Naperville, IL 60540 prior to 7:00 p.m. this 2nd day of November, 2011.

Lauren L. Scheffers

Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
H 630-305-3401

November 2, 2011
Date

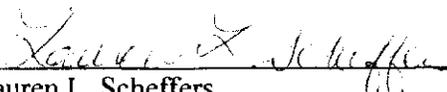
Sworn to and subscribed before me this the 2nd day of November, 2011.

Marie Brand

My Commission Expires: 4-3-13

PETITIONER VERIFICATION BY CERTIFICATION
PETITION FOR LEAVE TO APPEAL

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (735 ILCS 5/1-109/from Ch. 110, par. 1-109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Petitioner verily believes the same to be true.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-305-3401

October 30, 2011

Date

Sworn to and subscribed before me this the 30 day of October, 2011.



My Commission Expires:

5/12/12

Lauren L. Scheffers, Petitioner

IN THE SUPREME COURT OF ILLINOIS

LAUREN L. SCHEFFERS, Petitioner	) Appellate Court, 3 rd Judicial) District. Case No. 3-11-476)
v.	) Circuit Court, Will County,) Illinois, 12 th Judicial Circuit) Case No. 09CH3797)
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERIQUEST MORTGAGE SECURITIES TRUST 2004-R1, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R 1, Respondent	) The Honorable Raymond E.) Rossi and) The Honorable Richard J.) Siegel.) Presiding Judges

**NOTICE OF FILING PETITION FOR LEAVE TO APPEAL PURSUANT TO
RULE 315 OR APPEAL AS A MATTER OF RIGHT PURSUANT TO RULE 317**

Prayer For Leave to Appeal as a Matter of Right

Comes now, Petitioner pro se, Lauren L. Scheffers, pursuant to Supreme Court Rule 317, and respectfully petitions the Court for leave to appeal from the Decision of the Appellate Court, Third District, as a matter of right pursuant to Supreme Court Rule 317 for violation of the Petitioner's right to due process under the Constitution, under Supreme Court Rule 63, and under Supreme Court Rule 137.

Prayer For Leave to Appeal

Comes now, Petitioner pro se, Lauren L. Scheffers, pursuant to Supreme Court Rule 315, and respectfully petitions the Court for leave to appeal from the Decision of the Appellate Court, Third District.

Judgments Below

1. On August 23, 2011, Justice William E. Holdridge, Presiding Justice Robert L. Carter, and Justice Mary K. O'Brien, the Third Appellate Court Justices ("Justices"), allegedly allowed (see Appendix Exhibit 1) ("Exhibit") the Plaintiff-Appellee Motion to Dismiss (see Exhibit 42).

2. The Justices failed to rule at all (see Exhibit 2) on the Defendant-Appellant Emergency Motion for Stay of Judgments Pending Appeal Pursuant to Rule 305 ("Emergency Motion for Stay") (see Exhibit 48 inclusive).

3. On October 4, 2011, the Justices allegedly overruled and denied the *Petition for Rehearing* (see Exhibit 3), but there was no reference as to which Justices, if any, participated in the decision.

4. As of November 3, 2011, the Justices have failed to respond to the *Petition for Certificate of Importance* (see Exhibit 57) that was filed on October 17, 2011.

Points Relied Upon For Review of Judgment of the Appellate Court

1. Although the alleged order allowing the Motion to Dismiss stated “response of Appellant noted”, there was no opinion or explanation given as to why the Appellant’s response (see Exhibit 46) was ignored or whether it was even reviewed at all.

2. The extensive Emergency Motion for Stay (see Exhibit 48 inclusive) was filed with the intent of demonstrating to the Justices the many judicial/counsel errors/acts of fraud upon the court in the 12th Judicial Circuit Court pursuant to Supreme Court Rules 63 and 137, including the recusal of Judge Richard J. Siegel (“Judge Siegel”) (see Exhibit 27) and the subsequent assignment of this instant action to the recently elected Judge Raymond E. Rossi (“Judge Rossi”) with no apparent background in Illinois real estate/foreclosure laws or the Illinois Uniform Commercial Code.

3. Given the failure of the Justices to rule on the Emergency Motion for Stay, because it was a “moot point” (see Exhibit 2), the Justices further violated Rule 63.

4. Yet, again, the alleged order that overruled and denied the Petition for Rehearing (see Exhibit 3) failed to address any of the legal points raised in the Petition for Rehearing.

5. Given the fact that the filing of a Petition for Certificate of Importance (see Exhibit 57) after the denial of the Petition for Rehearing on October 4, 2011 does not extend the filing deadline to file this Petition for Leave to Appeal (“PLA”), the Justices again failed to address the legal points raised by the Appellant, a further violation of Rule 63 by the Justices.

Statement of Facts

IN ASCENDING CHRONOLOGICAL ORDER

1. On December 31, 2003, Defendant closed on the refinancing of the Note in this instant action with Town & Country Credit Corporation ("TCC") (see Exhibit 4).
2. Per the undated Endorsement to "Blank" on the back of the Note, the Note was converted into a security as "bearer paper" (see Exhibit 5).
3. On February 6, 2004, Deutsche Bank National Trust filed the requisite prospectus (see Exhibit 6 inclusive, judicial notice requested) for Ameriquest Mortgage Securities Trust (2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1 (AMQABS2004-R1) with the Securities Exchange Commission ("SEC"), specifying a closing date "on or about February 6, 2004" (see Exhibit 6, page 1, judicial notice requested).
4. As part of that prospectus, Deutsche Bank National Trust stated that "Legal Actions are Pending Against the Seller" (see Exhibit 6, pages 9-10).
5. On January 6, 2005, Deutsche Bank National Trust filed Form 15-15D, Certification and Notice of Termination of Registration under Section 12(g) on the basis that there were only 12 Certificate Holders as of December 31, 2004. Judicial Notice Requested (see Exhibit 7).
6. On January 23, 2006, 49 State Attorneys General signed a settlement agreement with ACC Capital Holdings Corporation and its subsidiaries Ameriquest Mortgage Company, Town & Country Credit Corporation, and AMC Mortgage Services, Inc. (see Exhibit 8).

7. The Illinois Attorney General sent three undated letters re: Notice of Your Right to a Restitution Payment relative to three mortgage refinances in December of 2003 (see Exhibit 9).

8. On October 23, 2007, Citi Residential Lending ("CRL"), as servicer, sent a RESPA Correction Letter stating that Ameriquest Mortgage Securities, Inc. was the current creditor (see Exhibit 10).

9. On December 14, 2007, the Illinois Attorney General sent the Ameriquest Multi-State Settlement claim check for \$2590.03 relative to three mortgage refinances of \$424,000 (see Exhibit 11).

10. On December 2, 2008, CRL sent a Notice of Intention to Foreclose (see Exhibit 12).

11. On January 15, 2009, an Assignment from Town and County Credit Corp. to Deutsche Bank National Trust Company ("DBNT"), as Trustee for Ameriquest Mortgage Securities, Inc., Asset Backed Pass Through Certificates Series 2004-R1, was notarized with an effective date of February 11, 2009, but was not recorded with the Will County Recorder until March 18, 2009 (see Appendix Exhibit 13, judicial notice requested).

12. On January 30, 2009, a Chapter 7 Bankruptcy was filed, Case 09-02917, with CRL listed as the Secured Creditor on Schedule D (see Exhibit 14).

13. On March 5, 2009, the Meeting of the Creditors was held (see Exhibit 15).

14. On April 17, 2009, Pierce & Associates filed the Motion to Modify the Automatic Stay (see Exhibit 16).

Lauren L. Scheffers, Petitioner

15. On May 5, 2009, the Chapter 7 Bankruptcy was discharged (see Exhibit 17).

16. On August 26, 2011, Pierce & Associates filed the Complaint to Foreclosure Mortgage (see Exhibit 18).

17. On September 16, 2009, Pierce & Associates sent its Collection Letter (see Exhibit 19).

18. On December 24, 2009, Defendant served the Defendant Request for Production (see Exhibit 20).

19. On February 26, 2010, Plaintiff served the Defendant the Plaintiff's Response to Defendant's First Request for Production (see Exhibit 21).

20. On June 9, 2010, Defendant served the Defendant Motion to Compel Production (see Exhibit 22).

21. On August 12, 2010, Judge Siegel signed an order that denied Defendant's Motion to Compel Production (see Exhibit 23).

22. On September 8, 2010, the Defendant Motion for Summary Judgment was served (see Exhibit 24).

23. On November 9, 2010, Judge Bolden signed an order that transferred this instant action back to Judge Siegel (see Exhibit 25).

24. On November 12, 2010, Defendant served the Defendant Motion for Sanctions (see Exhibit 26), including a "Do Did" Schematic (see Exhibit 26.4).

25. On November 22, 2010, Judge Siegel signed an order recusing his honor pursuant to Supreme Court Rule 63 (see Exhibit 27).

Lauren I. Scheffers, Petitioner

26. On January 21, 2011, Pierce & Associates, not Dykema Gossett, served the Plaintiff's Response to Defendant's Motion for Sanctions <sic> (see Exhibit 28).

27. On February 22, 2011, Defendant served the Defendant's Second Request for Production (see Exhibit 29).

28. On March 22, 2011, Judge Rossi mailed his honor's Memorandum and Order (see Exhibit 30) that denied the Defendant Motion for Summary Judgment and the Plaintiff Motion for Summary Judgment, and set a status hearing date for April 4, 2011 to set a trial date.

29. On April 4, 2011, Judge Rossi signed an order that granted the Plaintiff Motion for Summary Judgment. *Granted* (see Exhibit 31).

30. On April 5, 2011, Pierce & Associates sent Defendant a package with a cover letter (see Exhibit 32).

31. On May 6, 2011, Defendant served the Motion to Vacate Judgment for Foreclosure and Sale (see Exhibit 33).

32. On May 8, 2011, Defendant served the Motion for Sanctions Against Pierce & Associates Pursuant to Rule 137 (see Exhibit 34).

33. On May 9, 2011, Defendant served the Defendant Motion to Compel Production (see Exhibit 35) for Plaintiff failure to respond to the Defendant's Second Request for Production served on February 22, 2011.

34. On May 24, 2011, Defendant had extensive e-mail communications (see Exhibit 36, page 2) with Thomas P. James, Consumer Counsel, Consumer Fraud Bureau of the Illinois Attorney General relative to the fabricated Assignment recorded with the Will County Recorder (see Exhibit 13). On May 25, 2011, the Illinois Attorney General

Lauren L. Scheffers, Petitioner

Press Release: "Madigan Issues Subpoenas; Widens 'Robosigning' Probe" stated that a subpoena was issued to Nationwide Title Clearing Inc. (see Exhibit 36, page 1).

35. On June 17, 2011, Defendant served the Motion for Temporary Restraining Order and/or Preliminary Injunction (see Exhibit 37).

36. On June 22, 2011, Judge Rossi signed an Order denying all four Defendant Motions: 1) Motion to Vacate Judgment of Foreclosure and Sale, 2) Motion for Temporary Restraining Order and Preliminary Injunction, 3) Motion to Compel Production 2, and 4) Motion for Sanctions Against Pierce & Associates Denied (see Exhibit 38).

37. On July 1, 2011, Defendant filed a Notice of Appeal with the 12th Judicial Circuit Court (see Exhibit 39).

38. On July 5, 2011, Defendant filed a Notice of Appeal with the 3rd Appellate Court (see Exhibit 40).

39. On July 8, 2011, Defendant filed the Docketing Statement with the 3rd Appellate Court (see Exhibit 41).

40. On July 12, 2011, Pierce & Associates filed an Appearance and the Plaintiff Motion to Dismiss Appeal with the 3rd Appellate Court (see Exhibit 42).

41. On July 20, 2011, Defendant handed out the Criminal Foreclosure Sale Handout at the July 20, 2011 sale (see Exhibit 43).

42. An Internet listing of the property in this instant action indicated the REO status, that the Plaintiff had bought the property at the July 20, 2011 foreclosure sale (see Exhibit 44, judicial notice requested).

Lauren L. Scheffers, Petitioner

43. On July 21, 2011, the Will County Sheriff's Report of Sale and Distribution was created and it was recorded on July 28, 2011 with the 12th Judicial Circuit Court (see Exhibit 45).

44. On July 25, 2011, Defendant filed the Response to Motion to Dismiss Appeal (see Exhibit 46).

45. On July 28, 2011, the Sheriff's Deed was recorded with the Will County Recorder, Judicial Notice Requested (see Exhibit 47, judicial notice requested).

46. On August 4, 2011, Defendant filed the Emergency Motion for Stay with the 3rd Appellate Court (see Exhibit 48).

47. On August 8, 2011, Plaintiff filed its Objection to Appellant's Motion to Stay Trial Court Proceedings with the 3rd Appellate Court (see Exhibit 49).

48. On August 12, 2011, Defendant filed the Appellant Response to Appellee's Objection to Appellant's Motion to Stay Trial Court Proceedings with the 3rd Appellate Court (see Exhibit 50).

49. On August 23, 2011, Gist Fleshman, Clerk of the 3rd Appellate Court ("Clerk"), sent Defendant a letter stating that the appeal had been dismissed (see Exhibit 51).

50. On August 23, 2011, per the computer screen print-out of the Emergency Motion for Stay Fact Sheet - "Motion has become Moot" that was sent to Defendant by an office worker in the Clerk of the 3rd Appellate Court, no ruling on the Emergency Motion for Stay was required (see Exhibit 52).

Lauren L. Schöffers, Petitioner

51. On September 1, 2011, Defendant filed with the 12th Judicial Circuit Court the Defendant's August 29, 2011 Letter to Will County Sheriff Kaupus (see Exhibit 53).

52. On September 1, 2011, Defendant filed with the 12th Judicial Circuit Court the Defendant's August 31, 2011 Letter to Will County State's Attorney Glasgow (see Exhibit 54).

53. On September 8, 2011, Defendant filed a Petition for Rehearing with the 3rd Appellate Court (see Exhibit 55).

54. On October 4, 2011, the Clerk of the 3rd Appellate Court sent Defendant a letter stating that the Petition for Rehearing had been overruled and denied (see Exhibit 56).

55. On October 17, 2011, Defendant filed a Petition for Certificate of Importance Pursuant to Rule 316 with the 3rd Appellate Court that has not been addressed as of November 1, 2011 (see Exhibit 57).

Argument

1. As repeatedly submitted to the Justices in the Response to the Motion to Dismiss (see Exhibit 46 inclusive), the Response (see Exhibit 50 inclusive) to Objection to the Emergency Motion for Stay (see Exhibit 49), the Petition for Rehearing (see Exhibit 55 inclusive), and the Petition for Certificate of Importance (see Exhibit 57 inclusive), the 12th Judicial Circuit Court had no jurisdiction to make any rulings under the Illinois Mortgage Foreclosure Law (“IMFL”).

2. As a matter of law, the Respondent through its alleged two separate law firms as legal counsel did not meet the requirements of the IMFL to elect to enforce the securitized Note under the IMFL. Therefore, any determination of “final order” under the IMFL is not applicable (see Exhibits 42 and 46).

3. As a matter of law, it is ILCS 810 5/Article 3, Uniform Commercial Code, re: Negotiable Securities and Part 3, Enforcement of Instruments (see Exhibit 12, Exhibit 2) that pertains to securitized Notes, not ILCS 735 5/Art. XV, Illinois Mortgage Foreclosure Law (see Exhibit 48, pages 2-3, and Exhibit 48.4, pages 1-2).

4. Since no record was created in this instant action because the Motion to Dismiss was allegedly approved (see Exhibit 1), the Petitioner, as an indigent person, was forced into expending substantial sums of money for multiple copies, bindings and USPS service costs of the extensive Emergency Motion for Stay (see Exhibit 48) with all of the supporting Exhibits including pleadings and extensive Reports of Proceedings submitted under Section 1109 Certification, when the Plaintiff’s alleged counsel never verified the Complaint or any other submission to the 12th Judicial Circuit Court or the 3rd Appellate Court.

5. Since no record was created in this instant action, the Petitioner, as an indigent person, has again been forced into expending substantial sums of money to file this PLA with competent supporting evidence that the Petitioner's right to due process under the Constitution has been blatantly violated. Exhibits 1-46 in the Appendix of this PLA represent a subset of the Exhibits that were submitted with the Emergency Motion for Stay (see Exhibit 48.4).

6. Judge Siegel and Judge Rossi denied all routine discovery requests:
 - a. Defendant Request for Production (see Exhibit 20).
 - b. Plaintiff's Response to Defendant's First Request for Production (see Exhibit 21).
 - c. Motion to Compel Production (see Exhibit 22).
 - d. Judge Siegel's Order (see Exhibit 23) denying the Motion to Compel Production.
 - e. Defendant's Second Request for Production (see Exhibit 29) with no response from Plaintiff's alleged counsel.
 - f. Motion to Compel Production 2 (see Exhibit 35), and
 - g. Judge Rossi's Order (see Exhibit 35) denying the second Motion to Compel Production.

7. The Emergency Motion for Stay (see Exhibit 48) is critical to this Court's decision to approve or deny an Appeal, particularly its Sections:

- a. I. Relevant Law, pages 2-3
- b. II. Statement of Facts, pages 4-17.
- c. III. Argument, pages 18-22.

- d. IV. Blatant Violations of Rule 137, pages 23-25,
 - e. V. Blatant Violations of Rule 63, pages 26-30,
 - f. VI. This Foreclosure Action has been an Extortion Attempt,
page 31.
 - g. VII. This Foreclosure Action has been a Financial Crime in Illinois
since its outset, pages 32-37.
 - h. VIII. Summary, pages 38-40,
 - i. IX. Conclusion, pages 41-44,
 - j. Defendant's Mission, page 45.
 - k. Defendant's Credentials, page 46.
 - l. List of Exhibits with bullet points of critical legal issues (see
Exhibit 48.4 inclusive), and
 - m. Exhibit 1, Relevant Illinois Law, pages 1-2, as submitted with all
pleadings,
8. Per the Emergency Motion for Stay (see Exhibit 48) filed on August 4, 2011, the Statement of Facts (see Exhibit 48, pages 4-17) included the critical pleadings, reports of proceedings, and supporting Exhibits under Section 1109 certification that were part of the record from the 12th Judicial Circuit Court through July of 2011.
9. The several sections in the Emergency Motion for Stay cross-referenced to each of its Statements of Facts with the specific supporting Exhibit. Critical pleadings, reports of proceedings, and rulings not included with this PLA related to:
- a. Defendant Motion for Summary Judgment,
 - b. Motion to Vacate Judgment of Foreclosure and Sale.

c. Motion for Temporary Restraining Order and/or Preliminary Injunction, and

c. The Reports of Proceedings for the March 3, 2011 hearing (82 pages), the April 4, 2011 hearing (37 pages) and the June 22, 2011 hearing (38 pages).

10. The Petitioner's right to due process under the Constitution was violated by the continual litany of false statements by the Plaintiff's alleged two law firms, Pierce & Associates ("P&A") and Dykema Gossett ("Dykema") in pleadings and in hearings per the 400+ pages of Reports of Proceedings, as documented in the two Motions for Sanctions (see Exhibits 26 and 34).

11. The Petitioner's right to due process under the Constitution was further violated by Judge Rossi, Judge Siegel, and the Justices for the failure to review any of the competent evidence repeatedly submitted under Section 1109 Certification of the many material facts in dispute per the Defendant Motion for Summary Judgment and Motion to Vacate Judgment of Foreclosure and Sale in the 12th Judicial Circuit Court and in the Emergency Motion for Stay in the 3rd Appellate Court (see Exhibit 48).

12. The Petitioner's right to due process under the Constitution was further violated by Judge Rossi, Judge Siegel, and the Justices for the failure to review any of the competent evidence repeatedly submitted under Section 1109 Certification of the many additional material facts in dispute. For example, the CRL Notice of Intention to Foreclose on December 2, 2008 (see Exhibit 12), did not meet the requirements as a Notice of Acceleration or a Demand for Payment in Full from the lender of record, TCC.

Lauren L. Schreffers, Petitioner

13. Per Judge Siegel's recusal Order (see Exhibit 27) pursuant to Supreme Court Rule 63 of November 22, 2010, his honor's Order made specific references to that Defendant Motion for Sanctions (see Exhibit 26): "recent pleadings filed by the Defendant which question the fairness of the court1 <sic> which along with similar earlier allegations2 <sic> make the continued appearance of impartiality of this court problematic" with references to footnotes 1 and 2.

14. By that recusal, Judge Siegel vitiated all his honor's prior rulings in this instant action. Judge Siegel also violated Rule 63 for his failure "to take or initiate appropriate disciplinary measures" regarding the blatant attorney misconduct/violations. ~~the judge who is the~~ Sanctions.

15. Throughout 2011, Judge Rossi violated Rule 63 with his judicial bias as *submitted in Section IV of the Emergency Motion for Stay (see Exhibit 48, pages 23-25)* and for his honor's failure "to take or initiate appropriate disciplinary measures" regarding the blatant attorney misconduct/violations as submitted to the Court with the two Motions for Sanctions (see Exhibits 26 and 34).

16. By Judge Rossi's failure to report this instant action to the ARDC and to the Illinois Attorney General for a criminal investigation, not only did Judge Rossi violate Rule 63, his honor became an accessory to the Class 4 Felony of "loan fraud" under the Illinois Financial Crime Law.

17. Given the filing of the Emergency Motion for Stay with its Sections IV and V relative to blatant violations of Rule 137 and Rule 63, the Justices also violated Rule 63 for failing "to take or initiate appropriate disciplinary measures" against Judge

Lauren L. Scheffers, Petitioner

Rossi and Judge Siegel for the blatant judicial misconduct, in addition to failing to report this instant action to the ARDC and the Illinois Attorney General for a criminal investigation.

18. The Petitioner questions who in the Clerk's office was instructed to enter the alleged Ruling (see Exhibit 2, page 2) on August 23rd that "Motion has become Moot" into the computer system, when not even an alleged order by the Justices or the Clerk relative to the Emergency Motion for Stay exists.

19. The Petitioner questions the apparently routine procedure in the Clerk's office to have the office workers use an ink pad stamp for the Clerk's "signature" for the cover letter with *no Order supplied at all*.

20. Subsequent to the August 4, 2011 Emergency Motion for Stay, the Petitioner has continued to report to Will County Sheriff Kaupus (see Exhibit 53), to Will County State's Attorney Glasgow (see Exhibit 54), and to the Consumer Fraud Division of the Illinois Attorney General (see Exhibit 36, page 2).

a. On July 21, 2011, the Sheriff's Report of Sale and Distribution (see Exhibit 45) was recorded with the 12th Judicial Circuit Court, but per the court docket there has never been a hearing before the 12th Judicial Circuit Court to confirm that sale:

b. On July 28, 2011, with no confirmation of the sale, a Sheriff's Deed was recorded with the Will County Recorder (see Exhibit 47, judicial notice requested), thereby further clouding the title on the property in this instant action.

1) That Sheriff's Report of Sale has thousands of dollars in illegal amounts included with no "wet ink" signature by Will County

Lauren L. Scheffers, Petitioner

Sheriff Kaupus, yet another "robosigned" signature in the foreclosure fraud arena (see Exhibit 43, Section II. SHERIFF'S REPORT OF SALE AND DISTRIBUTION, Section III. CLASS 4 FELONY OF "LOAN FRAUD", pages 5-6))

2) As always, Defendant submitted supporting competent evidence as enclosures (see Exhibit 43.5).

21. On September 1, 2011, both the August 29, 2011 letter to Will County Sheriff Kaupus and the August 31, letter to Will County State's Attorney Glasgow were filed with the 12th Judicial Circuit Court to be made part of the record.

22. The Petitioner is also in contact with Attorneys General from other states and intends to publish this instant action on the Internet relative to the "business model of fraud" of Ameriquest Mortgage -> Citi Residential Lending in conjunction with Nationwide Title Clearing-> foreclosure fraud.

23. Under Misprision of Felony, the Petitioner is now reporting the Class 4 Felony of "loan fraud" under the Illinois Financial Crime Law to this Court, as the Petitioner has also done with the Petitioner's related PLA for Case 113039 that was filed with this Court on September 15, 2011.

Conclusion

1. The Petitioner has repeatedly submitted to the 12th Judicial Circuit Court and to the Third Appellate Court that it was the 12th Judicial Circuit Court that did not have jurisdiction to grant a Motion for Summary Judgment and a Judgment of Foreclosure and Sale under the IMFL.

2. The Justices failed to address the Petitioner's primary legal issue as to whether a Plaintiff with a "securitized" Note, one with an endorsement to "blank" on the back (see Exhibit 5), can elect to enforce that security under the IMFL, since the securitized Note is in a mortgage-backed security trust, not a land trust.

3. The Petitioner has repeatedly requested that the Third Appellate Court submit this instant action to the Illinois Supreme Court as a matter of grave public interest as to whether most foreclosures of properties with securitized Notes in mortgage-backed security trusts that are not land trusts as in this instant action or in the Mortgage Electronic Registration System ("MERS") in the case of the Petitioner's other PLA, Case 113039, are wrongful foreclosures, as a matter of law.

4. The Petitioner even filed a Petition for Certificate of Importance (see Exhibit 57) on October 17, 2011. Yet, as of this filing on November 3, 2011, the Justices have failed to rule on that Petition.

5. If the competent evidence submitted by the Defendant under Section 1-109 Certification throughout this instant action since the Complaint to Foreclosure Mortgage (see Exhibit 18) was filed on August 26, 2009, when the Plaintiff's alleged counsel never verified a single statement and could not produce the original Mortgage or the original Assignment in open court, is totally ignored by Judge Rossi, by Judge Siegel, and by the

Lauren L. Scheffers, Petitioner

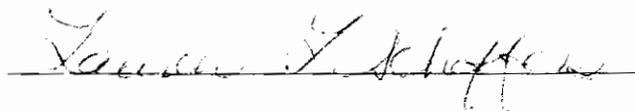
Justices, then property owners in Illinois should not even bother signing a mortgage or note at all.

6. Given the severity of the misconduct/violations of the Justices, Judge Rossi and Judge Siegel in the 12th Judicial Circuit Court, and the alleged counsel, Pierce & Associates and Dykema Gossett and their several attorneys, in this instant action, the Petitioner pro se prays that any technical errors in this Petition will be overlooked in the interest of fairness or that the Petitioner will be allowed to amend the Petition itself for resubmission to whatever legal counsel has actually been retained by the Respondent to file an Appearance under Section 1-109 Certification.

7. The Petitioner prays that this Court will take action under the long-standing precedent that the Illinois Supreme Court "possesses the inherent and exclusive power to regulate the practice of law in this state and to sanction or discipline the unprofessional conduct of attorneys admitted to practice before it." See *In re Mitani*, 518 N.E.2d 1000, 10-08 (Ill. 1987).

8. The Petitioner has included a proposed order in the alternative for the PLA as a Matter of Right and/or for the PLA.

Respectfully submitted,



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
H. 630-305-3401

IN THE SUPREME COURT OF ILLINOIS

LAUREN L. SCHEFFERS, Petitioner	) Appellate Court, 3 rd Judicial) District, Case No. 3-11-476)
v:	) Circuit Court, Will County,) Illinois, 12 th Judicial Circuit
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERIQUEST MORTGAGE SECURITIES TRUST 2004-R1, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R1, Respondent	) Case No. 09CH3797)) The Honorable Raymond E.) Rossi and) The Honorable Richard J.) Siegel,) Presiding Judges

SEPARATE APPENDIX

VOLUME I

- EXHIBIT 1. 2011/08/23 Clerk of the Appellate Court letter, General No. 3-11-0476: Motion of appellee to Dismiss Appeal, response of Appellant noted, is ALLOWED. APPEAL DISMISSED. Consisting of the panel of Justice William E. Holdridge, Presiding Justice Robert L. Carter, and Justice Mary K. OBrien. (1 pg.)
- EXHIBIT 2. 2011/08/26 ILLINOIS APPELLATE COURT THIRD DISTRICT --- FACT SHEET---, SC Rule 303, Case 3-11-0476, Emergency Motion for Stay - "Motion has become Moot" (2 pgs.)
- EXHIBIT 3. 2011/10/04 Alleged Appellate Court Order - Petition for Rehearing Overruled and Denied (1 pg.)

IN ASCENDING CHRONOLOGICAL SEQUENCE

- EXHIBIT 4. 2003/12/31 Settlement Date (1 pg.)
- EXHIBIT 5. Undated Endorsement to "Blank" on Back of Note, Converting Note to a Security (1 pg.)

SEPARATE APPENDIX (CON'T.)

VOLUME I (CON'T.)

- EXHIBIT 6. Deutsche Bank National Trust Prospectus: Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1 (AMQABS2004R1), *Judicial Notice Requested* (8 pgs.)
- EXHIBIT 7. Deutsche Bank National Trust Prospectus: Ameriquest Mortgage Securities Trust 2004-R1, *Asset-Backed Pass-Through Certificates, Series 2004-R1 (AMQABS2004R1)*, SEC Form 15-15D, Certification and Notice of Termination of Registration under Section 12(g), *Judicial Notice Requested* (3 pgs.)
- EXHIBIT 8. 2006/01/23 Ameriquest Settlement Agreement, pgs. 1, 39-41 (4 pgs.)
- EXHIBIT 9. Undated Letters Received from Illinois Attorney General: Notice of Your Right to a Restitution Payment, \$517.69 (3 pgs.)
- EXHIBIT 10. 2007/10/23 Citi Residential Lending RESPA Correction Letter (1 pg.)
- EXHIBIT 11. 2007/12/14 Letter from Illinois Attorney General with Claim Check for Ameriquest Multi-State Settlement (2 pgs.)
- EXHIBIT 12. 2008/12/02 Citi Residential Lending Notice of Intention to Foreclose (1 pg.)
- EXHIBIT 13. 2009/01/15 Assignment from Town and County Credit Corp. to Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities, Inc., Asset Backed Pass Through Certificates Series 2004-R1, *Judicial Notice Requested* (1 pg.)
- EXHIBIT 14. 2009/01/30 Schedule D - Creditors Holding Secured Claims, stating Citi Residential Lending as the Secured Creditor in Chapter 7 Bankruptcy (1 pg.)
- EXHIBIT 15. 2009/03/05 Meeting of the Creditors (2 pgs.)
- EXHIBIT 16. 2009/04/17 Motion to Modify the Automatic Stay (4 pgs.)
1. Notice of Motion/Certification (1 pg.)
2. Motion to Modify the Automatic Stay (3 pgs.)
- EXHIBIT 17. 2009/05/05 United States Bankruptcy Court Discharge of Debtor (3 pgs.)

SEPARATE APPENDIX (CON'T.)

VOLUME I (CON'T.)

- EXHIBIT 18. 2009/08/26 Complaint to Foreclosure Mortgage (4 pgs.)
- EXHIBIT 19. 2009/09/16 Pierce & Associates Collection Letter (2 pgs.)
- EXHIBIT 20. 2009/12/24 Defendant Request for Production (4 pgs.)
1. Defendant Request for Production w/Exhibits (3 pgs.)
2. Proof of Service (1 pg.)
- EXHIBIT 21. 2010/02/26 Plaintiff's Response to Defendant's First Request for Production (6 pgs.)
1. Plaintiff's Response to Defendant's First Request for Production (5 pgs.)
2. Certificate of Service (1 pg.)
- EXHIBIT 22. 2010/06/09 Defendant Motion to Compel Production (11 pgs.)
1. Notice of Motions (1 pg.)
2. Proof of Service (1 pg.)
3. Notice of Filings (1 pg.)
4. Notice of Motion - Amended Date (1 pg.)
5. Proof of Service (1 pg.)
6. Defendant Motion to Compel Production (4 pgs.)
7. List of Defendant Exhibits Included (1 pg.)
8. Defendant Certification (1 pg.)
- EXHIBIT 23. 2010/08/12 Order by Judge Siegel - Motion to Compel Production Denied (1 pg.)
- EXHIBIT 24. 2010/09/08 Defendant Motion for Summary Judgment (2 pgs.)
1. Notice of Motion (1 pg.)
2. Proof of Service (1 pg.)
- EXHIBIT 25. 2010/11/09 Order by Judge Bolden - Instant Action Transferred Back to Judge Siegel (2 pgs.)
- EXHIBIT 26. 2010/11/12 Defendant Motion for Sanctions (18 pgs.)
1. Notice of Motion (1 pg.)
2. Proof of Service (2 pgs.)
3. Defendant Motion for Sanctions (13 pgs.)
4. "Do Did" Schematic (1 pg.)
5. Defendant Certification (1 pg.)

SEPARATE APPENDIX (CON'T.)

VOLUME I (CON'T.)

- EXHIBIT 27. 2010/11/22 Order by Judge Siegel - Recusal Pursuant to Supreme Court Rule 63 (3 pgs.)
- EXHIBIT 28. 2011/01/21 Response to Defendant's Motion for Sanctions <sic> (3 pgs.)
1. Notice of Filing/Proof of Service (1 pg.)
2. Response to Defendant's Motion for Sanctions <sic> (2 pgs.)
- EXHIBIT 29. 2011/02/22 Defendant's Second Request for Production (5 pgs.)
1. Defendant's Second Request for Production (3 pgs.)
2. Proof of Service (2 pgs.)
- EXHIBIT 30. 2011/03/22 Memorandum and Order by Judge Rossi - Defendant Motion for Summary Judgment and Plaintiff Motion for Summary Judgment Denied (13 pgs.)
1. Cover letter (1 pg.)
2. Memorandum and Decision (12 pgs.)
- EXHIBIT 31. 2011/04/04 Order by Judge Rossi - Plaintiff Motion for Summary Judgment Granted (1 pg.)
- EXHIBIT 32. 2011/04/05 Pierce & Associates Cover Letter (1 pg.)
- EXHIBIT 33. 2011/05/06 Motion to Vacate Judgment for Foreclosure and Sale (2 pgs.)
1. Notice of Motion (1 pg.)
2. Proof of Service (1 pg.)
- EXHIBIT 34. 2011/05/08 Motion for Sanctions Against Pierce & Associates Pursuant to Rule 137 (12 pgs.)
1. Notice of Motion (1 pg.)
2. Proof of Service (1 pg.)
3. Motion for Sanctions Against Pierce & Associates Pursuant to Rule 137 (5 pgs.)
4. List of Exhibits (4 pgs.)
5. Defendant Certification (1 pg.)
- EXHIBIT 35. 2011/05/09 Defendant Motion to Compel Production (10 pgs.)
1. Notice of Motion (1 pg.)
2. Proof of Service (1 pg.)
3. Defendant Motion to Compel Production (4 pgs.)
4. List of Exhibits (3 pgs.)
5. Defendant Certification (1 pg.)

SEPARATE APPENDIX (CON'T.)

VOLUME I (CON'T.)

- EXHIBIT 36. 2011/05/25 Press Release: "Madigan Issues Subpoenas; Widens 'Robosigning' Probe" with May 24, 2011 e-mails sent to Thomas P. James, Consumer Counsel, Consumer Fraud Bureau the day before the subpoena was issued to Nationwide Title Clearing Inc., Judicial Notice Requested (2 pgs.)
- EXHIBIT 37. 2011/06/17 Motion for Temporary Restraining Order and/or Preliminary Injunction (2 pgs.)
1. *Notice of Motion* (1 pg.)
2. Proof of Service (1 pg.)
- EXHIBIT 38. *2011/06/22 Order by Judge Rossi - Motion to Vacate Judgment of Foreclosure and Sale Denied, Motion for Temporary Restraining Order and Preliminary Injunction Denied, Motion to Compel Production 2 Denied, and Motion for Sanctions Against Pierce & Associates Denied* (1 pg.)

SEPARATE APPENDIX (CON'T.)

VOLUME II

- EXHIBIT 39. 2011/07/01 Notice of Appeal, 12th Judicial Circuit Court (20 pgs.)
1. Notice of Appeal (1 pg.)
 2. Proof of Service (1 pg.)
 3. Notice of Appeal (15 pgs.)
 4. List of Exhibits (2 pgs.)
 5. Defendant Certification (1 pg.)
- EXHIBIT 40. 2011/07/05 Notice of Appeal, 3rd Appellate Court (3 pgs.)
1. Cover Letter to Gist Freshman, Clerk (1 pg.)
 2. Notice of Filing (1 pg.)
 3. Certification of Service (1 pg.)
- EXHIBIT 41. 2011/07/08 Docketing Statement (17 pgs.)
1. Notice of Filing (1 pg.)
 2. Proof of Service (1 pg.)
 3. Docketing Statement (14 pgs.)
 4. Defendant/Appellant Certification (1 pg.)
- EXHIBIT 42. 2011/07/12 Motion to Dismiss Appeal (5 pgs.)
1. Notice of Filing/Proof of Service (1 pg.)
 2. Motion to Dismiss Appeal (2 pgs.)
 3. Entry of Appearance (1 pg.)
 4. Verification by Certification (1 pg.)
- EXHIBIT 43. 2011/07/20 Criminal Foreclosure Sale Handout at July 20, 2011 Sale (1 pg.)
- EXHIBIT 44. 2011/07/20 Internet Listing of REO Status, Judicial Notice Requested (1 pg.)
- EXHIBIT 45. 2011/07/21 Sheriff's Report of Sale and Distribution Recorded on July 28, 2011 with 12th Circuit Court (2 pgs.)
- EXHIBIT 46. 2011/07/25 Response to Motion to Dismiss Appeal (10 pgs.)
1. Notice of Filing (1 pg.)
 2. Certification of Service (1 pg.)
 3. Response to Motion to Dismiss Appeal (6 pgs.)
 4. Appendix (1 pg.)
 5. Defendant/Appellant Certification (1 pg.)
- EXHIBIT 47. 2011/07/28 Sheriff's Deed Recorded with Will County Recorder, Judicial Notice Requested (1 pg.)

SEPARATE APPENDIX (CON'T.)

VOLUME III

- EXHIBIT 48. 2011/08/04 Emergency Motion for Stay of Judgments Pending Appeal Pursuant to Rule 305 (82 pgs.)
1. Notice of Motion (1 pg.)
 2. Certification of Service (1 pg.)
 3. Emergency Motion for Stay of Judgments Pending Appeal Pursuant to Rule 305 (46 pgs.)
 4. List of Exhibits (33 pgs.)
 5. Defendant/Appellant Certification (1 pg.)
- EXHIBIT 49 . 2011/08/08 Objection to Appellant's Motion to Stay Trial Court Proceedings (4 pgs.)
1. Notice of Filing/Proof of Service (1 pg.)
 2. Objection to Appellant's Motion to Stay Trial Court Proceedings (3 pgs.)
- EXHIBIT 50 . 2011/08/12 Appellant Response to Appellee's Objection to Appellant's Motion to Stay Trial Court Proceedings (9 pgs.)
1. Notice of Filing (1 pg.)
 2. Certification of Service (1 pg.)
 3. Appellant Response to Appellee's Objection to Appellant's Motion to Stay Trial Court Proceedings (6 pgs.)
 4. Defendant/Appellant Certification (1 pg.)
- EXHIBIT 51 . 2011/08/23 Clerk of the Appellate Court letter, General No. 3-11-0476: Motion of appellee to Dismiss Appeal, response of Appellant noted, is ALLOWED. APPEAL DISMISSED. Consisting of the panel of Justice William E. Holdridge, Presiding Justice Robert L. Carter, and Justice Mary K. OBrien (1 pg.)
- EXHIBIT 52 . 2011/08/26 ILLINOIS APPELLATE COURT THIRD DISTRICT --- FACT SHEET---, SC Rule 303, Case 3-11-0476, Emergency Motion for Stay - "Motion has become Moot" (2 pgs.)
- EXHIBIT 53. 2011/09/01 August 29, 2011 Letter to Will County Sheriff Kaupus (9 pgs.)
1. Notice of Filing (1 pg.)
 2. Letter re: Will County Sheriff is accessory to Class 4 Felony of "loan fraud" under the Illinois Financial Crime Law (7 pgs.)
 3. Enclosures (1 pg.)

SEPARATE APPENDIX (CON'T.)

VOLUME III (CON'T.)

- EXHIBIT 54. 2011/09/01 August 31, 2011 Letter to Will County State's Attorney Glasgow (4 pgs.)
1. Notice of Filing (1 pg.)
 2. Letter re: Request for Investigation of the Class 4 Felony of "loan fraud" under the Illinois Financial Crime Act, with the Will County Sheriff, Will County Judges Rossi and Siegel, and the law firms of Dykema Gossett and and Dunn, Martin & Miller Ltd. as accessories to the law firm of Pierce & Associates as "organizer of an ongoing criminal enterprise" (3 pgs.)
 3. Enclosures (1 pg.)
- EXHIBIT 55. 2011/09/08 Petition for Rehearing (26 pgs.)
1. Notice of Filing (1 pg.)
 2. Certification of Service (1 pg.)
 3. Petition for Rehearing, including Certificate of Compliance (20 pgs.)
 4. Appendix List (3 pgs.)
 5. Defendant Certification (1 pg.)
- EXHIBIT 56. 2011/10/04 Alleged Appellate Court Order - Petition for Rehearing Overruled and Denied (1 pg.)
- EXHIBIT 57. 2011/10/17 Petition for Certificate of Importance Pursuant to Rule 316 (16 pgs.)
1. Notice of Filing (1 pg.)
 2. Certification of Service (1 pg.)
 3. Petition for Certificate of Importance Pursuant to Rule 316 (13 pgs.)
 4. Defendant Certification (1 pg.)

Supreme Court of Illinois
Clerk of the Court
Supreme Court Building
Springfield, Illinois 62701
(217)782-2035



113313

January 25, 2012

01/25/12

Ms. Lauren L. Scheffers
1305 Morningstar Court
Naperville, IL 60564

No. 113313 - Lauren L. Scheffers, etc., petitioner, v. Deutsche
Bank National Trust Company, etc., respondent.
113313 Leave to appeal, Appellate Court, Third District.

DENIED

The Supreme Court today DENIED the petition for leave to
appeal or appeal as a matter of right in the above entitled
cause.

VIOLATION OF DUE PROCESS/TREASON

The mandate of this Court will issue to the Appellate Court
on February 29, 2012.

NO SIGNATURE OF ANY KIND?

NO SIGNED CLERK?

RULE 63 VIOLATIONS BY ALL JUSTICES

IMPEACHABLE COMPLAINTS TO COME

INTERNET PUBLICATION TO COME

GROUP EXHIBIT 4

IN THE SUPREME COURT OF ILLINOIS

LAUREN L. SCHEFFERS, Petitioner	) Appellate Court, 3 rd Judicial) District, Case No. 3-11-476)
v.	) Circuit Court, Will County,) Illinois, 12 th Judicial Circuit) Case No. 09CH3797)
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERIQUEST MORTGAGE SECURITIES TRUST 2004-R1, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R1. Respondent	) The Honorable Raymond E.) Rossi and) The Honorable Richard J.) Siegel.) Presiding Judges

NOTICE OF FILING

To: **By USPS Priority Mail**
 ATTN: David Co, Director
 Deutsche Bank National Trust
 Company, as trustee
 1761 East St. Andrew Place
 Santa Ana, CA 92705-4934

By USPS Priority Mail
 Denis Pierce, Robert Deisinger,
 Shaun Callahan,
 Thirteenth Floor
 1 North Dearborn
 Chicago, IL 60602

By USPS Priority Mail
 Patrick Stanton, Amy Jonker
 Dyken & Gossett PLLC
 10 South Wacker Drive, Suite 2300
 Chicago, IL 60606

You are hereby notified that on December 15, 2011, Petitioner, as an indigent person, submitted for filing *Motion for Service of Orders Signed by Supreme Court and Appellate Court Justices*, as served per the enclosed notarized Proof of Service.

Respectfully submitted,

Lauren L. Scheffers

Lauren L. Scheffers
 1305 Morningstar Ct.
 Naperville, IL 60564
 H 630-305-3401

FILED

DEC 19 2011

**SUPREME COURT
 CLERK**

113313

IN THE SUPREME COURT OF ILLINOIS

LAUREN L. SCHEFFERS, Petitioner	) Appellate Court, 3 rd Judicial) District, Case No. 3-11-476)
v.	) Circuit Court, Will County,) Illinois, 12 th Judicial Circuit) Case No. 09CH3797)
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERQUEST MORTGAGE SECURITIES TRUST 2004-R1, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004- R 1, Respondent	) The Honorable Raymond E.) Rossi and) The Honorable Richard J.) Siegel,) Presiding Judges

PROOF OF SERVICE

The undersigned certifies that true copies of the foregoing instrument *Motion for Service of Orders Signed by Supreme Court and Appellate Court Justices*, to be served upon

Clerk of the Supreme Court of Illinois
Supreme Court Building
200 East Capitol Avenue
Springfield, IL 62701

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2307 1770 0000 1054 3811, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 15th day of December, 2011 and to

Hon. Thomas L. Kilbride
Chief Justice of the Supreme Court of Illinois
1819 4th Avenue
Rock Island, IL 61201

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2307 1770 0000 1055 5203, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 15th day of December, 2011 and to

Case 113313, Lauren L. Scheffers, Petitioner

Hon. Anne M. Burke
Justice of the Supreme Court of Illinois
160 N. LaSalle Street, 20th Floor
Chicago, IL 60601

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2307 1770 0000 1055 5210, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 15th day of December, 2011 and to

Hon. Charles E. Freeman
Justice of the Supreme Court of Illinois
160 N. LaSalle Street, 20th Floor
Chicago, IL 60601

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2307 1770 0000 1055 5227, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 15th day of December, 2011 and to

Hon. Maury Jane Theis
Justice of the Supreme Court of Illinois
160 N. LaSalle Street, 20th Floor
Chicago, IL 60601

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2307 1770 0000 1055 5234, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 15th day of December, 2011 and to

Hon. Robert R. Thomas
Justice of the Supreme Court of Illinois
1776 S. Naperville Road
Building A, Suite 207
Wheaton, IL 60187

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2307 1770 0000 1055 5258, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 15th day of December, 2011 and to

Hon. Rita B. Garman
Justice of the Supreme Court of Illinois
3607 N. Vermillion, Suite 1
Danville, IL 61832-1478

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2307 1770 0000 1055 5166, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 15th day of December, 2011 and to

Case 113313, Lauren L. Scheffers, Petitioner

Hon. Lloyd A. Karmeier
Justice of the Supreme Court of Illinois
100 South Mill Street
Nashville, IL 62263

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2307 1770 0000 1055 5548, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 15th day of December, 2011 and to

ATTN: David Co, Director
Deutsche Bank National Trust Company, as trustee
1761 East St. Andrew Place
Santa Ana, CA 92705-4934

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0311 2550 0002 6523 3486, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 15th day of December, 2011 and to

Denis Pierce, Robert Deisinger, Shaun Callahan
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0311 2550 0002 6523 3493 properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 15th day of December, 2011 and to

Patrick Stanton, Amy Jonker
Dyken & Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0311 2550 0002 6523 3509, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 15th day of December, 2011 and to

Mr. Gist Fleshman
Clerk of the Illinois Appellate Court, Third District
1004 Columbus Street
Ottawa, IL 61350

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2307 1770 0000 1051 9786, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 15th day of December, 2011 and to

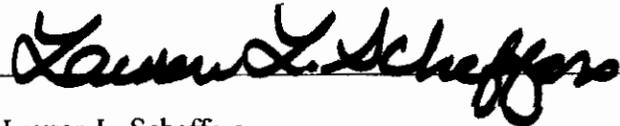
Case 113313, Lauren L. Scheffers, Petitioner

Mr. Robert J. Mangan
Clerk of the Illinois Appellate Court, Second District
Appellate Court Building
55 Symphony Way
Elgin, IL 60120

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2307 1770 0000 1051 9779, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 15th day of December, 2011 and to

Lisa Madigan
Illinois Attorney General
Criminal Enforcement Division
500 South Second Street
Springfield, IL 62706

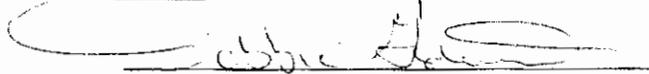
by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2307 1770 0000 1051 9762, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 15th day of December, 2011.



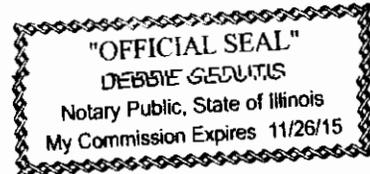
Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
H 630-305-3401

Dec. 15, 2011
Date

Sworn to and subscribed before me this the 15th day of December, 2011.

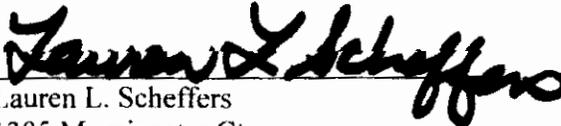


My Commission Expires: 12/15/11

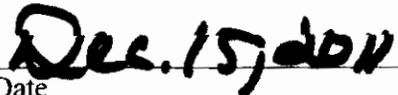


P E T I T I O N E R V E R I F I C A T I O N B Y C E R T I F I C A T I O N
M O T I O N F O R S E R V I C E O F O R D E R S
S I G N E D B Y S U P R E M E C O U R T A N D A P P E L L A T E C O U R T J U S T I C E S

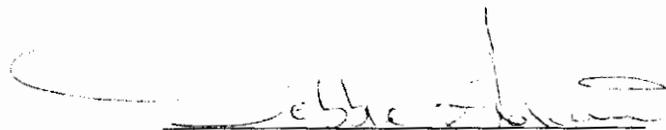
Under penalties as provided by law pursuant to Section 1 109 of the Code of Civil Procedure (735 ILCS 5/1 109/ from Ch. 110, par. 1 109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Petitioner verily believes the same to be true.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
H 630-305-3401

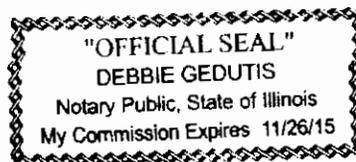

Date

Sworn to and subscribed before me this the 15th day of December, 2011.



My Commission Expires:

11/26/15



IN THE SUPREME COURT OF ILLINOIS

LAUREN L. SCHEFFERS, Petitioner	) Appellate Court, 3 rd Judicial) District, Case No. 3-11-476)
v.	) Circuit Court, Will County,) Illinois, 12 th Judicial Circuit) Case No. 09CH3797
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERIQUEST MORTGAGE SECURITIES TRUST 2004-R1, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R1, Respondent.	) The Honorable Raymond E.) Rossi and) The Honorable Richard J.) Siegel,) Presiding Judges

**MOTION FOR SERVICE OF SIGNED ORDERS BY SUPREME COURT
AND APPELLATE COURT JUSTICES**

Comes now, Petitioner pro se, Lauren L. Scheffers, who respectfully petitions the Court to allow this Motion for Signed Orders by Supreme Court and Appellate Court Justices ("Motion for Signed Orders"), as a matter of law, and states the following in support.

I. Relevant Law

1. Supreme Court Rule 63, Canon 3 of the Code of Judicial Conduct
2. *Illinois Rules of Professional Conduct, Rule 8.3 Reporting Professional Misconduct*
3. Supreme Court Rule 137, Signing of Pleadings, Motions and Other Papers -- *Sanctions*
4. Supreme Court Rule 218, Pretrial Procedure
5. Supreme Court Rule 305, Stay of Judgments Pending Appeal

6. Supreme Court Rule 368, Issuance, Stay, and Recall of Mandates from Reviewing Court
7. The Illinois Code of Civil Procedure, 735 ILCS 5 Sec. 2-619. Involuntary dismissal
8. *The Illinois Code of Civil Procedure, 735 ILCS 5 Sec. 5-105. Leave to sue or defend as an indigent person.*
9. The Illinois Uniform Commercial Code ("UCC"), 810 ILCS 5
10. *The Illinois Conveyances Act, 765 ILCS 5*
11. The Illinois Mortgage Foreclosure Law, 735 ILCS 5/Art. XV
11. The Illinois Financial Crime Law, 720 ILCS 5/Art. 16H

II. Statement of Facts

1. The Petitioner is part of the class of property-owners who refinanced loans with Town & Country Credit, an affiliate of Ameriquest Mortgage Securities. In 2006, 49 State Attorneys General settled with Ameriquest in 2006. Property-owners who received settlement funds waived all rights to sue for fraud, unless the property went into foreclosure in future.

2. *The reason there are no news stories about Ameriquest is that Citigroup incorporated Citi Residential Lending in 2007 to take over the servicing of those subprime, toxic Ameriquest loans.*

3. *When those loans started defaulting, Citi Residential hired Nationwide Title Clearing Inc. in Florida to fabricate/record Assignments in the property records to dump those Mortgages already in default onto other servicers and 3rd party investors.*

4. *On November 22, 2010, one year after his honor's first order of November 24,*

Case 113313, Lauren L. Scheffers, Petitioner

2010, in this instant action, Judge Siegel signed an Order of Recusal pursuant to Rule 63 (see enclosed Appendix Group Exhibit 1.C) ("AGE").

5. On September 7, 2011, Judge O'Leary presided over the foreclosure court in Judge Siegel's absence. Per the Report of Proceedings, the Codilis attorney, Mr. William McAlister, handed an order with a forged signature of Judge O'Leary to Judge O'Leary (see AGE 1.D).

6. On November 20, 2011, via an e-mail subscription, the Petitioner received notice that the Petitioner's other Petition for Leave to Appeal as a Matter of Right, Case 113039, had allegedly been denied (see AGE 1.A.1).

7. Subsequent to that public distribution of the notification of the disposition of Case 113039, the Petitioner received a notification letter allegedly from the Supreme Court referring an order that the petition for leave to appeal or appeal as a matter of right had allegedly been denied (see AGE A.2). The Petitioner has added commentary to that alleged denial (see AGE A.3). No copy of the referenced order was enclosed.

8. For Case 113039, the Petitioner has enclosed the Petition for Leave to Appeal Pursuant to Rule 315 or Appeal as a Matter of Right Pursuant to Rule 317 as filed on September 15, 2011 (see AGE 1.B).

9. On April 11, 2011, the Illinois Supreme Court sent out a News Release. The Petitioner has added extensive commentary (see AGE 1.E).

10. On April 11, 2011, The Naperville Sun published a news article, "Naperville man named to foreclosure committee" about Judge Gibson, judicial notice requested. It is Judge Gibson's ruling in Case 113039 that is being appealed as a matter of right. The Petitioner has added commentary (see AGE 1.F).

Case 11331 3, Lauren L. Scheffers, Petitioner

11. On June 20, 2011, a Media Advisory was released by the Supreme Court: “Chief Justice Thomas L. Kilbride to Unveil Program by Supreme Court Commission on Professionalism to Mentor New Attorneys” (see AGE 1.G).

12. On August 22, 2011, the Petitioner sent a letter to Carolyn Taft Grosboll, Clerk of the Supreme Court, *Re: Application to Defend as an Indigent Person with the Supreme Court*. The letter included the requisite Affidavit of Assets and Liabilities (see AGE 1.H).

13. On November 17, 2011, Petitioner/Appellant sent a letter to Gist Fleshman, Clerk of the Illinois Appellate Court, Third District, Case 3-11-0476, re: Judicial Complaints to be filed for judicial misconduct/violations of Supreme Court Rule 63, thereby becoming accessories to the Class 4 Felony of Loan Fraud under the Illinois Financial Crime Law (see AGE 1.I).

Case 113313 Notifications of alleged orders - Illinois Supreme Court (AGE 2.A)

14. On November 11, 2011, Carolyn Taft Grosboll, Clerk of the Supreme Court, allegedly sent a notification letter for this instant action, Case 113313, to the Petitioner with copies sent to Mr. Denis Pierce, Mr. David Co, and Mr. Patrick Stanton” (see AGE 2.A.1). The letter referenced orders allegedly filed by Chief Justice Kilbride. No copies of the alleged orders were enclosed.

Case 11331 3 Correspondence with Clerk of the Illinois Supreme Court (AGE 2.B)

15. On November 16, 2011, the Petitioner sent a cover letter to Carolyn Taft Grosboll, Clerk of the Supreme Court, including a Notice of Filing the “Alleged November 10, 2011 Order by the Third Appellate Court Denying the Petition for Certificate of Importance” (see AGE 2.B.1). All documents with requisite notarizations

were enclosed.

16. On November 21, 2011, Carolyn Taft Grosboll, Clerk of the Supreme Court, allegedly sent a letter to the Petitioner in the self-addressed stamped envelope supplied by the Petitioner with an extra Notice of Filing for confirmation that the Notice of Filing had been filed and recorded. Yet, no such Notice of Filing with filed/recorded stamps was enclosed. (see AGE 2.B.2).

17. On November 28, 2011, the Petitioner called the office of the Clerk to request copies of the confirmation of filing/recording, assuming that a clerical error had been made. The office worker found the hard copy of the Notice of Filing, apparently in the storage area for this instant action. However, the Petitioner was told that the Notice of Filing had not been filed nor recorded. The Petitioner swore with a statement as to why no such notice had been sent to the Petitioner and hung up.

18. On November 28, 2011, Carolyn Taft Grosboll, Clerk of the Supreme Court, allegedly sent a letter to the Petitioner. The original Notice of Filing with all the supporting documents, including original notarized Proof of Service and Verification by Certification, were never returned to the Petitioner for the stated resubmission. (see AGE 2.B.3).

Case 113313 Notifications of alleged orders – 3rd Appellate Court (AGE 2.C)

19. On August 23, 2011, Gist Fleshman, Clerk of the 3rd Appellate Court, allegedly sent a notification letter to the Petitioner with a copy to Mr. Robert J. Deisinger (see AGE 2.C.1). The letter referenced an order allegedly entered by Justice William E. Holdridge, Presiding Justice Robert L. Carter and Justice Mary K. O'Brien. No copy of the referenced order was enclosed.

Case 113313, Lauren L. Scheffers, Petitioner

20. The August 23, 2011 notification letter (see AGE 2.C.1) was also copied to Ms. Pamela McGuire, Circuit Clerk in violation of Rule 368.

21. Since no mention was made of the Petitioner/Appellant's Emergency Motion for Stay of Judgments Pending Appeal Pursuant to Rule 305 filed on August 4, 2011, the Petitioner called the 3rd Appellate Court and was told that there would be no ruling, that the Emergency Motion was a "moot point".

22. As a result of the Petitioner's phone call, a printed copy of the computer screen was mailed to the Petitioner with no cover letter. The printed copy indicated that on August 23, 2011, someone had been instructed to enter "Moot Point" into the computer system (see AGE 2.C.2).

23. On October 4, 2011, Gist Fleshman, Clerk of the 3rd Appellate Court, allegedly mailed a notification letter to the Petitioner with no copies to opposing counsel (see AGE 2.C.3). The letter referenced an order allegedly denying the Petition for Rehearing. No Justice was named and no copy of such an alleged order was enclosed.

24. On November 10, 2011 Gist Fleshman, Clerk of the 3rd Appellate Court, allegedly mailed a notification letter to the Petitioner with copies to Mr. Michael R. Kemock and Mr. Robert J. Deisinger" (see AGE 2.C.4). The letter referenced an order allegedly denying the Petition for Certificate of Importance. No Justice was named and no copy of such an alleged order was enclosed.

Case 113 039 Notifications of alleged orders - Illinois Supreme Court (AGE 3.A)

25. On October 11, 2011 relative to Case 113039, Carolyn Taft Grosboll, Clerk of the Supreme Court, allegedly sent two separate notification letters to the Petitioner with copies to Mr. Robert J. Emanuel, Mr. Denis Pierce, Mr. Terry L. Engel, and JPMC

Case 113313, Lauren L. Scheffers, Petitioner

Specialty Mortgage LLC (see AGE 3.A.1 and AGE 3.A.2). The letters referenced two different orders: allegedly filed by Justice Thomas. No copies of the alleged orders were enclosed.

26. With each Notice of Filing, the Petitioner has enclosed a self-addressed, stamped envelope for return of a copy of the Notice of Filing with filed/recorded stamps on it. When the Petitioner received no such confirmations, the Petitioner had to call the office of the Clerk of the Supreme Court. An office worker sent photocopies of the covers of the two motions (see AGE 3.A.3.a and AGE 3.a.3.b) and used the self-addressed envelope submitted by the Petitioner (see AGE 3.A.3.c).

27. On October 21, 2011, the Petitioner submitted a Motion to Recuse Justice Robert R. Thomas pursuant to Supreme Court Rule 63 (see AGE 3.A.4) and a Motion to Reconsider the Erroneous Order of October 11, 2011, pursuant to 735 ILCS 5, Sec. 5-105.

28. On November 17, 2011, Carolyn Taft Grosboll, Clerk of the Supreme Court, allegedly sent a notification letter copied to "All attorneys of Record" (see AGE 3.A.5). The letter referenced two orders allegedly filed by Justice Thomas, including an order where Justice Thomas allegedly vacated his prior ruling. No copies of the alleged orders were enclosed.

Case 113039 Correspondence with Clerk of the Illinois Supreme Court (AGE 3.B)

28. On September 9, 2011, Carolyn Taft Grosboll, Clerk of the Supreme Court, allegedly sent a letter to the Petitioner returning all documents submitted with the August 22, 2011 Re: Application to Defend as an Indigent Person with the Supreme Court (see AGE 3.B.1). The letter stated that the Petitioner must submit a motion for leave to

Case 113313, Lauren L. Scheffers, Petitioner

proceed in pauperis.

29. On September 10, 2011, the Petitioner sent a letter to Carolyn Taft Grosboll, Clerk of the Supreme Court with enclosure, Re: Response to your September 7, 2011 letter returning all enclosures from the August 22, 2011 letter (see AGE 3.B.2).

30. On September 12, 2011, Carolyn Taft Grosboll, Clerk of the Supreme Court, allegedly sent a letter returning all documents from September 10, 2011 as unfiled (see AGE 3.B.3).

31. On September 29, 2011, the Petitioner sent a letter to Carolyn Taft Grosboll, Clerk of the Supreme Court RE CASE 1103039 TWO ORIGINAL MOTIONS including Enclosures (see AGE 3.B.4).

Case 113039 Notifications of alleged orders - 2nd Appellate Court (AGE 3.C)

32. Relative to Case 113039, on July 19, 2011, Robert J. Mangan, Clerk of the 2nd Appellate Court, allegedly sent a notification letter with a blank signature space to the Petitioner with copies to Much, Shelist, Denenberg, Ament & Rubenstein, P.C. and Robert J. Emanuel (see AGE 3.C.1). The letter referenced orders allegedly by “Jorgensen, McLaren, Birkett, JJ.<sic>” granting the Appellee Motion to Dismiss and denying the Appellant Motion to Strike. No copies of the alleged orders were enclosed.

33. The July 19, 2011 notification letter (see AGE 3.C.1) erroneously stated “THIS ORDER IS FINAL AND SHALL STAND AS THE MANDATE OF THIS COURT <sic>” and was also copied to Hon. Chris Kachirouhas, Circuit Clerk in violation of Rule 368.

33. On August 11, 2011, Robert J. Mangan, Clerk of the 2nd Appellate Court, allegedly sent a notification letter to the Petitioner with copies to Much, Shelist,

Denenberg, Ament & Rubenstein, P.C. and Robert J. Emanuel (see AGE 3.C.2). The letter referenced an alleged order denying the petition for rehearing. No Justice was named. No copy of the alleged order was enclosed.

III. Argument

1. The Petitioner's mission has been to send to the Supreme Court of Illinois a detailed foreclosure case with all supporting Exhibits submitted under Section 1109 certification that demonstrates that the vast majority of foreclosures in Illinois have been wrongful/criminal foreclosures:

2. Any Mortgages with Notes that have an endorsement to "blank" were securitized. All Notes that are in mortgage-backed security trusts ("MBS") were securitized. All Notes with property records and Assignments that reference Mortgage Electronic Registration System ("MERS") were securitized.

3. Under Section 151106 (b) of the Illinois Mortgage Foreclosure Law ("IMFL"), securities can only elect to enforce the security if 1) the securities are in a land trust or 2) the securities are real estate installment contracts. Since MBS trusts are not land trusts and mortgages are not installment contracts, **ALL FORECLOSURES AND SALES BASED ON SECURITIZED NOTES ARE VOID**, because the Circuit Courts did not have jurisdiction under the IMFL under Section 2-619 of the Code of Civil Procedure.

4. The unspecified Justices of the 3rd Appellate Court specifically refused to address the Petition for Certificate of Importance and waited until one day after the deadline for a Petition for Leave to Appeal to allegedly deny the Petition.

5. Yet, the unspecified Justices of the 3rd Appellate Court and the Second Appellate Court failed to address the Appellant's jurisdiction challenge that the 12th

Case 113313, Lauren L. Scheffers, Petitioner

Judicial Circuit Court ("12th Circuit Court") and the 18th Judicial Circuit Court ("18th Circuit Court") had no jurisdiction to grant Judgments for Foreclosure and Sale.

6. With the Supreme Court's alleged denial (see Group Exhibit 1.A inclusive) of the Petition for Leave to Appeal of Case 113039 (see Group Exhibit 1.B), the Justices of the Supreme Court also failed to address the lack of jurisdiction pursuant to Section 2-619.

7. Without jurisdiction, there can be no "final" order by any court.

8. Therefore, the property records of all foreclosures and sales based on securitized Notes have been permanently clouded by the erroneous rulings of every level of the Illinois judicial system.

9. The Supreme Court, the 3rd Appellate Court, and the 2nd Appellate Court have demonstrated in their own communications through USPS mail that the Illinois judicial system has zero integrity for no "wet ink" signatures of any kind on the multitude of communications and no copies of the alleged orders with "wet ink" signatures at all:

A. Supreme Court - Case 113313 (see AGE 2.A and AGE 2.B inclusive)

B. Supreme Court - Case 113039 (see AGE 3.A and AGE 3.B inclusive)

C. Third Appellate Court - Case 3-11-0476 (see AGE 2.C inclusive)

D. Second Appellate Court - Case 2-11-0466 (see AGE 3.C inclusive)

10. If forging a Judge's signature on an order is grounds to have the attorney "locked up" (see AGE 1.D), the Petitioner questions what is appropriate legal action when the Petitioner for both this instant action and Case 113039 has received no copy of a single order with a "wet ink" signature allegedly from the Justices of the Supreme Court or the Justices of the 3rd Appellate Court and the 2nd Appellate Court.

Case 113313 , Lauren L. Scheffers, Petitioner

11. All foreclosure cases in Illinois where the Plaintiff is not the original lender and no affidavit was submitted to explain how the Plaintiff had legal standing to enforce a Mortgage are **VOID**.

12. The IMFL requires a judicial certificate of personal knowledge of any affiant. All foreclosure cases in Illinois where no judicial certificates have been filed, particularly in relation to out-of-state notaries, are **VOID**.

13. For judgment, the IMFL requires that the original Note and the original Mortgage be produced in open court. All foreclosure cases, such as the Petitioner's two cases, Case 113133 and Case 113039, where the original Mortgage was not produced in open court, are **VOID**.

14. When the IMFL was enacted with the Amendatory Act of 1986, it was before the rampant securitization of subprime, toxic loans. Therefore, it fails to address the requirements for the production of the original Assignments in open court.

15. Per the Illinois Conveyances Act, property Assignments must be notarized by an Illinois notary. All foreclosure cases in Illinois with Assignments recorded with the County Recorders with out-of-state notaries are not only **VOID**, but have corrupted the property records and have clouded property titles throughout Illinois.

16. The Supreme Court needs to rule as to whether the original Assignments for the entire chain of Assignments must be produced in open court prior to a judgment of foreclosure and sale, as a matter of law.

17. False Assignments were submitted for recording to the Will County Recorder and the DuPage County Recorder, thereby creating an unenforceable chain of title in this instant action, Case 113313, and in the Petitioner's other action, Case 113039.

18. The Illinois Attorney General has recently requested that 12 County Recorders, allegedly including DuPage County, but not Will County, investigate the property records for robo-signed Assignments.

19. Per the Illinois Conveyances Act, Assignments must meet the rules of evidence. The failure to submit copies of the chain of Assignments with the Complaint and the failure to submit a sworn affidavit means that all such foreclosures fail to meet the jurisdiction requirements of Section 2-619 and are **VOID**.

20. Under the Holder in Due Course and Purchaser in Good Faith in the Illinois Uniform Commercial Code, Assignments recorded in the property records after the Lis Pendens documents have been filed and recorded are legally unenforceable against the property owner.

21. The cause of action is between the Assignee and the Assignor. The courts have no jurisdiction over a foreclosure Complaint when the Assignment was recorded or became effective after the Complaint had been filed. Clearly, no copy of the Assignment could have been submitted with the Complaint.

22. Under Section 5-105, not only have both Chief Justice Kilbride and Justice Thomas allegedly signed orders granting Indigent status violated the Section 5-105 requirements as to the statements required in such orders, the Supreme Court clearly has no procedures in place, so that the Indigent litigant does not have to pay service costs or "costs, fees, and expenses", even when this Petitioner has repeatedly requested such a process.

23. When the Petitioner initially filed an application to defend as an indigent person with the Supreme Court (see AGE 1.H), the Clerk of the Supreme Court violated

Case 113313, Lauren L. Scheffers, Petitioner

the law by requiring a Motion that required service of the supporting Affidavit of extremely personal financial information, including full birth date, to the Respondent and 2 or 3 alleged law firms in the two cases, Case 113133 and Case 113039.

24. As the Petitioner pointed out, even the Affidavit template violates Section 5-105, because there is no entry area for monthly expenses and it requires full birth date (see AGE 1. H).

25. Due to the many Justice errors, the Petitioner, supposedly granted Indigent status by the Supreme Court, has had hundreds of dollars of additional ink, paper, copy, and service costs due to the lack of competence of the alleged Justices.

26. All attorneys of record in this instant action and in Case 113039 have committed a multitude of actions, per the several Motions for Sanctions, that constitute a "fraud upon the court" and should immediately reported for disbarment under Rule 63.

27. The Respondents in this instant action and in Case 113039 have no Registered Agents in Illinois, so they are denied access to the Illinois judicial system.

28. No attorney from either of the 2 law firms or the Respondent firm in this instant action or from either of the 3 law firms or the Respondent firm in Case 113039 has filed an Appearance under Verification by Certification.

29. Additionally, the judges of the 12th Circuit Court and the 18th Circuit Court violated Rule 63 also constituting a "fraud upon the court".

30. Judge Siegel even recused himself under Rule 63 (see enclosed Group Exhibit 1. C) on the basis that the "appearance of impartiality is problematic". The footnotes reference Judicial Complaints filed by the Debtor against the two bankruptcy judges for granting Stay Motions to parties not listed as the Secured Creditors and not listed as

creditors at a ll.

31. Yet, Justice Thomas allegedly denied (see AGE 3.C.5.a.) the Motion to Recuse Justice Thomas (see AGE 3.C.4). Yet, the Seventh Circuit Court of Appeals stated that "We think that this language [455(a)] imposes a duty on the judge to act sua sponte, even if no motion or affidavit is filed." Balistreri, at 1202.

32. The Clerk of the Supreme Court violated the Petitioner's right to due process by filing the hard copy originals of a Notice of Filing with supporting documents (see enclosed Group Exhibits 2.B.1, 2 B.2, and 2.B.3), but failing to file and record the Notice of Filing in the record. The original documents have never been returned to the Petitioner for resubmission.

33. Both the 3rd Appellate Court and the 2nd Appellate Court violated Rule 368 relative to Mandates by copying the notification letters (see AGE 2.C.1 and AGE 3.C.1) to the two Circuit Court Clerks. As a direct result, the preparation of the record in this instant action was terminated.

34. The judges in both the 12th Circuit Court and the 18th Circuit Court violated the Petitioner's right to due process by violating Rule 281 that requires an Initial Case Management Conference in not more than 182 days following the filing of the complaint,

35. It is also clear and well-settled Illinois law that any attempt to commit "fraud upon the court" vitiates the entire proceeding. *The People of the State of Illinois v. Fred E. Sterling*, 357 Ill. 354; 192 N.E. 229 (1934) ("The maxim that fraud vitiates every transaction into which it enters applies to judgments as well as to contracts and other transactions").

36. The U.S. Supreme Court has stated that "No state legislator or executive or

judicial officer can war against the Constitution without violating his undertaking to support it", *Cooper v. Aaron*, 358 U.S. 1, 78 S.Ct. 1401 (1958).

37. Any judge who does not comply with his oath to the Constitution of the United States wars against that Constitution and engages in acts in violation of the Supreme Law of the Land. The judge is engaged in acts of treason. Having taken oaths of office to support the Constitution of the United States, and the Constitution of the State of Illinois, any judge who has acted in violation of the Constitution is engaged in an act or acts of treason.

38. If a judge does not fully comply with the Constitution, then the judge's orders are void, *In re Sawyer*, 124 U.S. 200 (1888), he/she is without jurisdiction, and he/she has engaged in an act or acts of treason.

39. Under Illinois and Federal law, when any officer of the court has committed "fraud upon the court", the orders and judgment of that court are void, of no legal force or effect.

40. Should a judge not disqualify himself, then the judge is in violation of the Due Process Clause of the U.S. Constitution. *United States v. Sciuto*, 521 F.2d 842, 845 (7th Cir. 1996) ("The right to a tribunal free from bias or prejudice is based, not on section 144, but on the Due Process Clause.").

41. Should a judge issue any order after he has been disqualified by law, and if the party has been denied of any of his / her property, then the judge may have been engaged in the Federal Crime of "interference with interstate commerce". The judge has acted in the judge's personal capacity and not in the judge's judicial capacity.

42. The U.S. Supreme Court has also held that if a judge wars against the

Constitution, or if he acts without jurisdiction, he has engaged in treason to the Constitution. If a judge acts after he has been automatically disqualified by law, then he is acting without jurisdiction, and that suggests that he is then engaging in criminal acts of treason, and may be engaged in extortion and the interference with interstate commerce.

43. Courts have repeatedly ruled that judges have no immunity for their criminal acts. Since both treason and the interference with interstate commerce are criminal acts, no judge has immunity to engage in such acts.

IV. Recommendations

1. It is critical for the integrity of the judicial system in Illinois that each of the Supreme Court Justices immediately audit the rulings related to Petitions for Leave to Appeal as to whether each Justice actually read the pleading.

2. Additionally, each of the Supreme Court Justices must verify any rulings on Motions that the Clerk of the Supreme Court referenced in notification letters as filed by a specific Justice was, in fact, ruled upon with a signed order by that Justice.

3. If the standard operating procedure for the Clerks and the Justices of the Supreme Court, the 3rd Appellate Court, and the 2nd Appellate Court is to use ink stamps for signatures, how is access to those ink stamps controlled in the offices of the Clerks? Could money be exchanged under the table to send out denial letters without any review by any Justices and, possibly, without knowledge of the Clerks?

4. An even more basic issue relates to what firm makes those ink stamp signature blocks? Is it the same firm that makes the letterhead paper and the envelopes?

Again, could money be exchanged under the table to send out denial letters without any review by any Justices and, possibly, without knowledge of the Clerks?

5. If the Justices of the Supreme Court are engaged in treason against the U.S. Constitution, then what kind of "mentoring" is being given to new attorneys (see AGE E, AGE F, and AGE G)? New attorneys routinely get on-the-job mentoring by the hiring law firms. Has any attorney/law firm legally challenged the lack of signed orders?

6. It is the Justices of the review courts and the judges in the foreclosure circuit courts that need mentoring regarding the Relevant Law above.

7. When a non-attorney Petitioner moves to reconsider an erroneous order (see AGE 3.A.2) and Justice Thomas allegedly vacated his own alleged prior order (see enclosed Group Exhibit 3.A.5), it appears that Rule 63 regarding "competence" has been violated. Petitioner has already filed a similar motion regarding the same erroneous order allegedly by Chief Justice Kilbride.

8. Based on Petitioner's extensive background in CPA/auditing, the "shadow inventory" of already foreclosures home are not being listed for sale, so the losses are not recognized in the financial statements of the Plaintiffs.

9. Given the fact that the Petitioner's home, the property in this instant action, was allegedly sold on July 20, 2011, while the case was under appeal, has the servicer or the Respondent recognized the substantial loss in its financial statements? If not, there is also criminal fraud relative to the financial statements submitted to the SEC, to investors, and to the stock markets, here and abroad.

10. The Petitioner is well aware of the fact that loan modifications, short sales, deeds in lieu, and sheriff's deeds are being used to replace fraudulent property records

Case 113313, Lauren L. Scheffers, Petitioner

and affidavits with legally enforceable documents that allegedly "unclouded" the titles.

V. Conclusion

1. As clearly documented in the enclosed Appendix Exhibits, the Petitioner has no competent evidence of any kind that any Justice in the Supreme Court, the 3rd Appellate Court, or the 2nd Appellate Court has ever even seen the Petitioner's pleadings before allegedly ruling on them.

2. The Petitioner questions whether any Justice of the Supreme Court remembers reviewing a pleading with a Separate Appendix of 5 volumes (see enclosed Group Exhibits 1.B.3 and 1.B.4), particularly when the Petitioner only submitted one copy per the alleged order of October 11, 2011 (see AGE 3.A.2).

3. Based on Petitioner's extensive background in CPA/auditing and Information Technology/auditing with the supporting manual procedures, the Appendix Exhibits submitted under Section 1109 certification clearly document the critical process failures of the Supreme Court, the 3rd Appellate Court, the 2nd Appellate Court, the 12th Circuit Court, and the 18th Circuit Court.

4. Given the critical legal issue of jurisdiction raised by the Petitioner at all levels, it is absolutely imperative that this Motion for Service of Signed Orders by Supreme Court and Appellate Court Justices be granted and enforced.

5. To fail to do so would demonstrate that the Illinois judicial system has zero integrity, thereby violating the oaths of office and meeting the requirements of treason against the Constitution.

6. Yet, given the severity of the issue, with Justices of the Supreme Court, the 3rd Appellate Court, and the 2nd Appellate Court fabricate pre-dated orders with "wet ink"

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signatures as has been done with robo-signed affidavits?

7. Given the major investigations at all levels of "robo-signed" affidavits that violated notarization requirements, the Petitioner asks each Justice whether his/her honor would be willing to take a lie detector test that the numerous alleged orders referenced in the notification letters in these two cases, Case 113133 and Case 113039, actually existed and were signed with "wet ink" signatures of the referenced Justices at the time the notification letters were allegedly sent by the several Clerks.

VI. Future Actions

1. Per the Proof of Service, this pleading with Appendix has been served upon the Criminal Investigation Division of the Illinois Attorney General for investigation of the Justices of the Illinois Supreme Court, the 3rd Appellate Court, and the 2nd Appellate Court for treason, violations of their oaths of office, and as accessories to the Class 4 Felony of Loan Fraud under the Illinois Financial Crime Law.

2. All foreclosure hearings in the 12th Circuit Court and the 18th Circuit Court are digitally recorded, so extensive competent evidence exists of the Class 4 Felonies occurring on a regular basis in Will County and DuPage County.

3. This pleading will be submitted to the Independent Foreclosure Review of the OCC relative to all Citi Residential Lending transfers of servicing to Citi Mortgage in February 2009, with no RESPA statements to that effect.

4. This pleading with Appendix will be submitted to the main stream media, print and television, and, more importantly, to the alternative media foreclosure fraud sites.

5. Judicial Complaints will be filed against all Justices of the Supreme Court, the

Case 11331 3, Lauren L. Scheffers, Petitioner

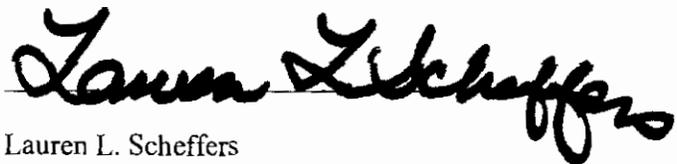
3rd Appellate Court, and the 2nd Appellate Court, and the several judges in the 12th Circuit Court and the 18th Circuit Court for aiding and abetting the theft of property owned by Illinois citizens, based on perjured affidavits and rulings in direct contradiction to foundational Illinois statutes, thereby committing "fraud upon the court", clear evidence of treason.

6. The Petitioner has already established a Twitter account for @OJSIllinois (Occupy Judicial System) that will be dedicated to the impeachment of each of the Justices of the Supreme Court for treason and acting as accessories to the Class 4 Felony of Loan Fraud under the Illinois Financial Crime Law.

7. **The Petitioner is already loading these pleadings to a hosting service for publication on the Internet.**

8. The Petitioner has included a proposed order in the alternative, as required.

Respectfully submitted,

A handwritten signature in black ink that reads "Lauren L. Scheffers". The signature is written in a cursive, flowing style.

Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
H 630-305-3401

IN THE SUPREME COURT OF ILLINOIS

LAUREN L. SCHEFFERS, Petitioner	) Appellate Court, 3 rd Judicial) District, Case No. 3-11-476)
v.	) Circuit Court, Will County,) Illinois, 12 th Judicial Circuit) Case No. 09CH3797)
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERIQUEST MORTGAGE SECURITIES TRUST 2004-R1, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R1, Respondent	) The Honorable Raymond E.) Rossi and) The Honorable Richard J.) Siegel,) Presiding Judges

SEPARATE APPENDIX

VOLUME I

GROUP EXHIBIT I, GENERAL

- A. 2011/11/30 Case 113039 Petition for Leave to Appeal as a Matter of Right allegedly denied
 - 1. 2011/11/30 Notification by e-mailed Adobe Acrobat PDF file from "Webmaster Illinois Courts" <webmaster@court.state.il.us> with disposition of Case 113039 (1 pg.)
 - 2. 2011/11/30 Copy of notification letter received allegedly from the Supreme Court, one as received, one with commentary (2 pgs.)
 - a. Petition for Leave to Appeal or Appeal as a matter of Right allegedly denied by all Justices of the Illinois Supreme Court
 - 1) "The Supreme Court today DENIED the petition for leave to appeal or appeal as a matter of right in the above entitled cause"
 - 2) "The mandate of this Court will issue to the Appellate Court on January 4, 2012"
 - b. Petition for Leave to Appeal or Appeal as a matter of Right allegedly denied by all Justices of the Illinois Supreme Court with commentary
- B. 2011/09/15 Case 113039 Petition for Leave to Appeal or Appeal Pursuant to Rule 315 or Appeal as a Matter of Right Pursuant to Rule 317
 - 1. Notice of Filing (2 pgs.)
 - 2. Petition for Leave to Appeal (9 pgs.)
 - 3. Digicam picture of Separate Appendix, Volumes 1 - 5 (1 pg.)
 - 4. Appendix List (6 pgs.)

SEPARATE APPENDIX (CON'T.)

VOLUME I (CON'T.)

GROUP EXHIBIT 1, GENERAL (CON'T.)

- C. 2010/11/22 Copy of Minute Entry Court Order of Recusal of Judge Siegel (3 pgs.)
1. "This matter comes before this court for hearing on various motions including cross motions for summary judgment, motions to strike and a motion for sanctions"
 2. "The court became aware of certain allegations contained in recent pleadings filed by the Defendant which question the fairness of the court <sic> which along with similar earlier allegations <sic> make the continued appearance of impartiality of this court problematic"
 3. "1 'Defendant [sic] Response to Plaintiff [sic] Motion to Strike Defendant's Motion for Summary Judgment' filed October 18, 2010 and 'Defendant [sic] Motion For Sanctions' filed November 15, 2010, paragraph 26."
 4. "Based on the above, and in consideration of the ongoing demeanor and the content of certain of the pleadings filed by the defendant in this matter, this court pursuant to Supreme Court rule 63 hereby recuses himself from any further involved in this matter"
- D. 2011/09/07 Copy of Report of Proceedings, Presiding Judge Susan T. O'Leary (3 pgs.)
1. "The Court: You are even signing my name now" (pg. 2)
 2. "The Court: No. I could lock you up for signing my name" (pg. 3)
- E. 2011/04/11, Copy of Illinois Supreme Court News Release with extensive commentary added by Petitioner(3 pgs.)
- F. 2011/04/11, Copy of Naperville Sun news article, "Naperville man named to foreclosure committee" with commentary added, Judicial Notice Requested (2 pgs.)
- G. 2011/06/10, Media Advisory, Chief Justice Thomas L. Kilbride to Unveil Program by Supreme Court Commission on Professionalism to Mentor New Attorneys (1 pg.)
- H. 2011/08/22, Copy of letter to Carolyn Taft Grosboll, Clerk of the Supreme Court, Re: Application to Defend as an Indigent Person with the Supreme Court
1. Letter (5 pgs.)
 2. List of Enclosures (2 pgs.)
- I. 2011/11/17 Copy of letter to Gist Fleshman, Clerk of the Illinois Appellate Court, Third District, Case 3-11-0476 re: Judicial Complaints to be filed for judicial misconduct/violations of Supreme Court Rule 63, thereby becoming accessories to the Class 4 Felony of Loan Fraud under the Illinois Financial Crime Law
1. Letter (4 pgs.)
 2. List of Enclosures (1 pg.)

SEPARATE APPENDIX (CON'T.)

VOLUME III

GROUP EXHIBIT 2, CASE 113113

- A. Case 113313 Notifications of alleged orders - Illinois Supreme Court**
1. 2011/11/15 Copy of notification letter received allegedly from Carolyn Taft Grosboll, Clerk of the Supreme Court with "cc: Mr. Denis Pierce, Mr. David Co, Mr. Patrick Stanton" (1 pg.)
 - a. Motion by petitioner, pro se, to proceed in forma pauperis allegedly allowed and Order entered allegedly by Chief Justice Kilbride
 - b. Motion by petitioner, pro se, to waive the nineteen (19) required copies of the petition for leave to appeal to the Supreme Court and the three (3) required copies to respondent and each of respondent's alleged law firm allegedly allowed in part and denied in part and Order entered allegedly by Chief Justice Kilbride:
 - 1) "That part of the motion for leave to file less than nineteen (19) required copies of the petition for leave to appeal with the Clerk's office is allowed"
 - 2) The request to waive the required three (3) copies to counsel for respondent is denied"
- B. Case 113313 Correspondence with Clerk of the Illinois Supreme Court**
1. 2011/11/16, Copy of letter to Carolyn Taft Grosboll, Clerk of the Supreme Court with List of Enclosures (3 pgs.)
 - a. Attempted submission of notification letter of November 10, 2011 allegedly received from the Clerk of the 3rd Appellate Court that allegedly denied the Petition for certificate of important, 1 day after deadline to file a *Petition for Leave to Appeal Cert of Importance Denied*
 - 1) Notice of Filing (1 pg.)
 - 2) Proof of Service (2 pgs.)
 - 3) ~~Verification by Certification~~ (1 pg.)
 - 4) 2011/10/11, Copy of notification letter received allegedly from Gist Fleshman, Clerk of the 3rd Appellate Court, of alleged ~~denial of Petition for Certificate of Importance~~ (1 pg.)
 - b. 2011/10/17 Notice of Filing Petition for Certificate of Importance Pursuant to Rule 316 with the 3rd Appellate Court (1 pg.)
 - c. 2011/10/04 Copy of notification letter received allegedly from Gist Fleshman, Clerk of the 3rd Appellate Court, of alleged denial of the petition for rehearing by unspecified justices
 2. 2011/11/21, Copy of letter received allegedly from Carolyn Taft Grosboll, Clerk of the Supreme Court
 - a. Letter with no mention of Notice of Filing submission (1 pg.)
 - b. Self-addressed, stamped envelope included for return of Notice of Filing with Filed/Recorded stamps (1 pg.)
 3. 2011/11/28, Copy of letter received allegedly from Carolyn Taft Grosboll, Clerk of the Supreme Court without return of Notice of Filing submission (1 pg.)

SEPARATE APPENDIX (CON'T.)

VOLUME II (CON'T.)

GROUP EXHIBIT 1, CASE 113113 (CON'T.)

C. Case 113313 Notifications of alleged orders - 3rd Appellate Court

1. 2011/08/23 Copy of notification letter received allegedly from Gist Flesherman, Clerk of the 3rd Appellate Court "cc: Mr. Robert J. Deisinger" (1 pg.)
 - a. "Motion of Appellee to Dismiss Appeal, response of appellant noted, is ALLOWED. APPEAL DISMISSED <sic>"
 - b. "Consisting of the panel of Justice William E. Holdridge, Presiding Justice Robert L. Carter and Justice Mary K. O'Brien"
 - b. "cc: Ms. Pamela McGuire, Circuit Clerk"
2. 2011/08/23 Copy of computer screen print-out (2 pgs.)
 - a. "Motion has become Moot" (pg. 2)
 - b. Sent by office staff via USPS with no cover letter
 - c. "REHEARING PETITION DUE: 09/13/11"
 - d. "MANDATE ISSUE DUE: 09/27/11"
3. 2011/10/04 Copy of notification letter received allegedly from Gist Flesherman, Clerk of the 3rd Appellate Court with no "cc:" (1 pg.)
 - a. Petition for rehearing allegedly overruled and denied by unspecified Justices of the 3rd Appellate Court
4. 2011/11/10 Copy of notification letter received allegedly from Gist Flesherman, Clerk of the 3rd Appellate Court "cc: Mr. Michael R. Kemock, Mr. Robert J. Deisinger" (1 pg.)
 - a. Petition for certificate of importance allegedly denied by unspecified Justices of the 3rd Appellate Court

SEPARATE APPENDIX (CON'T.)

VOLUME III

GROUP EXHIBIT 3, CASE 113039

- A. Case 113039 Notifications of alleged orders - Illinois Supreme Court**
1. 2011/10/11 Copy of notification letter received allegedly from Carolyn Taft Grosboll, Clerk of the Supreme Court (1 pg.)
 - a. Motion by petitioner, pro se, for leave to proceed in format pauperis allegedly allowed and Order entered allegedly by Justice Thomas
 2. 2011/10/11 Copy of notification letter received allegedly from Carolyn Taft Grosboll, Clerk of the Supreme Court (1 pg.)
 - a. Motion by petition, pro se, to waive the nineteen (19) required copies of the petition for leave to appeal to the Supreme Court and the three (3) required copies to respondent and each of respondent's alleged law firm allegedly allowed in part and denied in part and Order entered allegedly by Justice Thomas:
 - 1) "That part of the motion for leave to file less than nineteen (19) required copies of the petition for leave to appeal with the Clerk's office is allowed"
 - 2) The request to waive the required three (3) copies to counsel for respondent is denied"
 3. 2011/10/03 Copies of covers
 - a. Motion to Proceed In Forma Pauperis (1 pg.)
 - b. Motion to Waive the 19 Required Copies and 3 Required Copies to Respondent and Each of Respondent's alleged 3 Law Firms (1 pg.)
 - c. 2011/10/07 Self-addressed, stamped envelope (1 pg.)
 4. 2011/10/21 Copy of Motion to Recuse Justice Robert R. Thomas pursuant to Supreme Court Rule 63
 - a. Notice of Filing (1 pg.)
 - b. Motion to Recuse Justice Robert R. Thomas pursuant to Supreme Court Rule 63 (7 pgs.)
 - c. Appendix (2 pgs.)

SEPARATE APPENDIX (CON'T.)

VOLUME II I (CON'T.)

GROUP EXHIBIT 3, CASE 113039 (CON'T.)

A. Case 113039 Notifications of alleged orders - Illinois Supreme Court (con't.)

5. 2011/11/17, Copy of notification letter received allegedly from Carolyn Taft Grosboll, Clerk of the Supreme Court "cc: All attorneys of Record" (1 pg.)
 - a. Motion to Recuse Justice Robert R. Thomas pursuant to Supreme Court Rule 63 allegedly denied and Order entered allegedly by Justice Thomas
 - b. Motion to Reconsider Erroneous Order of October 11, 2011, pursuant to 735 ILCS 5, Sec. 5-1.05 allegedly allowed and Order entered allegedly by Justice Thomas
 - 1) "That portion of the order of October 11, 2011, denying the request to waive the required three (3) copies to counsel of the respondent is vacated"
 - 2) "The request to waive the required three (3) copies to counsel for respondent is allowed."
 - 3) "That portion of the order of October 11, 2011, allowing the request to file less than the nineteen (19) required copies of the petition for leave to appeal with the Clerk's office is confirmed."

B. Case 113039 Correspondence with Clerk of the Illinois Supreme Court

1. 2011/09/07, Copy of letter received allegedly from Carolyn Taft Grosboll, Clerk of the Supreme Court returning all documents submitted with the August 22, 2011 Re: Application to Defend as an Indigent Person with the Supreme Court (2 pgs.)
 - a. "Please submit together the following documents on or before September 15, 2011: Motion to proceed in forma pauperis"
2. 2011/09/10, Copy of letter to Carolyn Taft Grosboll, Clerk of the Supreme Court. Re: Response to your September 7, 2011 letter returning all enclosures from the August 22, 2011 letter
 - a. Letter (2 pgs.)
 - b. List of Enclosures (1 pg.)
 - 1). 2011/09/07 Letter (2 pgs.)
 - 2) 2011/09/10 Notes used to leave *PERSONAL* phone message for Carolyn Taft Grosboll (1 pg.)
 - c. Appendix - Petition for Rehearing, Appellate Case No. 3-11-0476 (3 pgs.)
 - d. 2011/09/09, Notice of Filing of the Petition for Rehearing with the 12th Judicial Circuit Court as previously filed with the 3rd Appellate Court
3. 201/09/12, Copy of letter received allegedly from Carolyn Taft Grosboll, Clerk of the Supreme Court returning documents from September 10, 2011 (1 pg.)
 4. 2011/09/29, Copy of letter to Carolyn Taft Grosboll, Clerk of the Supreme Court with List of Enclosures RE CASE 1103039 TWO ORIGINAL MOTIONS (3 pgs.)

SEPARATE APPENDIX (CON'T.)

VOLUME III (CON'T.)

GROUP EXHIBIT 3, CASE 113039 (CON'T.)

C. Case 113039 Notifications of alleged orders - 2nd Appellate Court

1. 2011/07/19 Copy of notification letter received allegedly from Robert J. Man gan, Clerk of the 2nd Appellate Court "cc: Much, Shelist, Denenberg, Ament & Rubenstein, P.C. and Robert J. Emanuel" (1 pg.)

a. Motion by Plaintiff-Appellee, JPMC Specialty Mortgage LLC, to dismiss appeal allegedly granted allegedly by "Jorgensen, McLaren, Birkett, JJ <sic>"

1) "This appeal is hereby dismissed for lack of jurisdiction"

2) "THIS ORDER IS FINAL AND SHALL STAND AS THE MANDATE OF THIS COURT" <sic>

3) "cc: Hon. Chris Kachiroubas, Circuit Clerk"

b. Motion to Strike allegedly denied by "Jorgensen, McLaren, Birkett, JJ <sic>"

1) "Appellant's motion to strike the motion to dismiss is denied."

2. 2011/08/11 Copy of notification letter received allegedly from Robert J. Man gan, Clerk of the 2nd Appellate Court "cc: Much, Shelist, Denenberg, Ament & Rubenstein, P.C. and Robert J. Emanuel" (1 pg.)

a. Petition for Rehearing allegedly denied allegedly by unspecified Justices of the 2nd Appellate Court

1) "This Appellate Court notes this is the second dismissal of a premature appeal filed by the appellant and states this Court has jurisdiction over the appeals from final (emphasis added) <sic> orders. As stated on paragraph 5 of appellee's JPMC Specialty Mortgage LLC's motion to dismiss the order appealed from was not final, no order approving sale having been entered.



SUPREME COURT OF ILLINOIS

SUPREME COURT BUILDING
200 East Capitol Avenue
SPRINGFIELD, ILLINOIS 62701-1721

CAROLYN TAFT GROSBECK, J.L.
Clerk of the Court

(217) 782-2035
TDD: (217) 524-8132

January 6, 2012 *

01/06/12

FIRST DISTRICT OFFICE
160 North LaSalle Street, 20th Floor
Chicago, Illinois 60601-3103
(312) 793-1332
TDD: (312) 793-6185

Ms. Lauren L. Scheffers
1305 Morningstar Court
Naperville, IL 60564

Ms. Lauren L. Scheffers, etc., petitioners, v. Deutsche
Bank National Trust Company, etc., respondent.
No. 113313

113313

VIOLATION OF
DUE PROCESS

Today the following order was entered in the captioned case:

Motion by petitioner, pro se, for service of signed orders by
Supreme Court and Appellate Court Justices. Motion Denied.

* TREASON

Order entered by the Court. NO JUSTICE INDICATED

NO SIGNED ORDER OF ANY KIND

RULE 63 VIOLATIONS BY ALL JUSTICES

IMPEACHABLE OFFENSE

JUDICIAL COMRADES TO COME

* INTERNET
PUBLICATION TO
COMP

cc: Clerk of the Appellate Court, Second District
Clerk of the Appellate Court, Third District
Hon. Lisa Madigan
Mr. Denis Pierce
Mr. David Co
Mr. Patrick Stanton

* CRIMINAL INVESTIGATION UNDER

OUT OF STATE RESPONDENT

PIERCE ASSOCIATES

LYKEMA BOSSETT

2 LAW FIRMS
NO APPEARANCE

GROUP EXHIBIT 5

IN THE SUPREME COURT OF ILLINOIS

LAUREN L. SCHEFFERS,
Petitioner

v.

DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE IN TRUST FOR THE BENEFIT OF
THE CERTIFICATE HOLDERS FOR AMERIQUEST
MORTGAGE SECURITIES TRUST 2004-R1,
ASSET-BACKED PASS-THROUGH CERTIFICATES,
SERIES 2004-R1,
Respondent

) Appellate Court, 3rd Judicial
) District, Case No. 3-11-476
)
) Circuit Court, Will County,
) Illinois, 12th Judicial Circuit
) Case No. 09CH3797
)
) The Honorable Raymond E.
) Rossi and
) The Honorable Richard J.
) Siegel,
) Presiding Judges

NOTICE OF FILING

To: **By USPS Priority Mail**
ATTN: David Co, Director
Deutsche Bank National Trust
Company, as trustee
1761 East St. Andrew Place
Santa Ana, CA 92705-4934

By USPS Priority Mail
Denis Pierce, Robert Deisinger,
Shaun Callahan
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

By USPS Priority Mail
Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

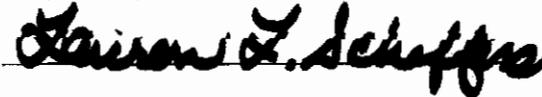
FILED

MAR 8 - 2012

SUPREME COURT
CLERK

You are hereby notified that on March 6, 2012, Petitioner, as an indigent person, submitted for filing *Motion to Vacate Void Orders due to Lack of Jurisdiction Pursuant to Section 2-615*, as served per the enclosed notarized Proof of Service.

Respectfully submitted,



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
H 630-305-3401

113313

IN THE SUPREME COURT OF ILLINOIS

LAUREN L. SCHEFFERS, Petitioner	) Appellate Court, 3 rd Judicial) District, Case No. 3-11-476)
v.	) Circuit Court, Will County,) Illinois, 12 th Judicial Circuit) Case No. 09CH0797)
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERIQUEST MORTGAGE SECURITIES TRUST 2004-R1, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R 1, Respondent	) The Honorable Raymond E.) Rossi and) The Honorable Richard J.) Siegel,) Presiding Judges

PROOF OF SERVICE

The undersigned certifies that true copies of the foregoing instrument, *Motion to Vacate Void Orders due to Lack of Jurisdiction Pursuant to Section 2-619*, excluding the previously served Complaint and Subpoena, to be served upon

ATTN: J David Co. Director
Deutsche Bank National Trust Company, as trustee
1761 East St. Andrew Place
Santa Ana, CA 92705-4934

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0311 25 50 0001 8753 2865, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 6th day of March, 2012 and to

Denis Pierce, Robert Weisinger, Shaun Callahan.
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0311 25 50 0001 8753 2889, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 6th day of March, 2012 and to

Case 1:13-cv-00013, Lauren L. Scheffers, Petitioner

Patrick Stanton, Amy Inker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0311 2550 0001 8753 2896, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 6th day of March, 2012.

The undersigned certifies that true copies of the foregoing instrument, *Motion to Vacate Void Orders due to Lack of Jurisdiction Pursuant to Section 2-619*, including the Complaint and the Subpoena, to be served upon

Clerk of the Supreme Court of Illinois
Supreme Court Building
200 East Capitol Avenue
Springfield, IL 62701

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2301 0370 0001 1704 4504, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 6th day of March, 2012 and to

Hon. Thomas L. Kilbride
Chief Justice of the Supreme Court of Illinois
1819 4th Avenue
Rock Island, IL 61201

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2301 0370 0001 1704 4511, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 6th day of March, 2012 and to

Hon. Anne M. Burke
Justice of the Supreme Court of Illinois
160 N. LaSalle Street, 20th Floor
Chicago, IL 60601

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2301 0370 0001 1704 4528, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 6th day of March, 2012 and to

Hon. Charles E. Freeman
Justice of the Supreme Court of Illinois
160 N. LaSalle Street, 20th Floor
Chicago, IL 60601

Case 1:12-cv-00013-LSC Document 1-1 Filed 03/06/12 Page 3 of 3

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2301 0370 0001 1704 4535, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Avenue, Naperville, IL 60540 prior to 7:00 p.m. this 6th day of March, 2012 and to

Hon. Mary Jane Theis
Justice of the Supreme Court of Illinois
160 N. LaSalle Street, 20th Floor
Chicago, IL 60601

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2301 0370 0001 1704 4566, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Avenue, Naperville, IL 60540 prior to 7:00 p.m. this 6th day of March, 2012 and to

Hon. Robert R. Thomas
Justice of the Supreme Court of Illinois
1776 S. Naperville Road
Building A, Suite 207
Wheaton, IL 60187

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2301 0370 0001 1704 4573, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Avenue, Naperville, IL 60540 prior to 7:00 p.m. this 6th day of March, 2012 and to

Hon. Rita B. Garman
Justice of the Supreme Court of Illinois
3607 N. Vermillion, Suite 1
Danville, IL 61832-1478

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2301 0370 0001 1704 4542, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Avenue, Naperville, IL 60540 prior to 7:00 p.m. this 6th day of March, 2012 and to

Hon. Lloyd A. Karneier
Justice of the Supreme Court of Illinois
100 South Mill Street
Nashville, IL 62263

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2301 0370 0001 1704 4559, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Avenue, Naperville, IL 60540 prior to 7:00 p.m. this 6th day of March, 2012 and to

Mr. Gist Fleshman
Clerk of the Illinois Appellate Court, Third District
1004 Columbus Street
Ottawa, IL 61350

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2301 0370 0001 1704 4580, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 6th day of March, 2012 and to

Mr. Robert J. Mangan
Clerk of the Illinois Appellate Court, Second District
Appellate Court Building
55 Symphony Way
Elgin, IL 60120

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2301 0370 0001 1704 4597, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 6th day of March, 2012 and to

Lisa Madigan
Illinois Attorney General
Criminal Enforcement Division
500 South Second Street
Springfield, IL 62706

by placing a copy of same in a USPS Priority Mail mailer with Signature-Required Receipt 2301 0370 0001 1704 4603, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 6th day of March, 2012.

Lauren L. Scheffers

Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
H 630-305-3401

March 6, 2012
Date

Sworn to and subscribed before me this the *6th* day of *March* 2012.

Missie Braker

My Commission Expires: 4-3-13

PETITIONER VERIFICATION BY CERTIFICATION
MOTION TO VACATE VOID ORDERS DUE TO LACK OF JURISDICTION
PURSUANT TO SECTION 2-619

Under penalties as provided by law pursuant to Section 1 109 of the Code of Civil Procedure (735 ILCS 5/1 109/from Ch. 110, par. 1 109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Petitioner verily believes the same to be true.

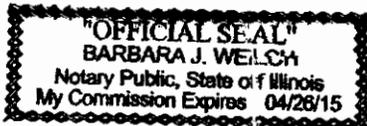
Lauren L. Scheffers

Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
H 630-305-3401

March 5, 2012

Date

Sworn to and subscribed before me this the 5 day of March, 2012.



Barbara J. Welch

My Commission Expires:

04/26/15

113313

IN THE SUPREME COURT OF ILLINOIS

LAUREN L. SCHEFFERS,
Petitioner

v.

DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE IN TRUST FOR THE BENEFIT OF
THE CERTIFICATE HOLDERS FOR AMERIQUEST
MORTGAGE SECURITIES TRUST 2004-R1,
ASSET-BACKED PASS-THROUGH CERTIFICATES,
SERIES 2004-R1,
Respondent

) Appellate Court, 3rd Judicial
) District, Case No. 3-11-476
)
) Circuit Court, Will County,
) Illinois, 12th Judicial Circuit
) Case No. 09CH3797
)
) The Honorable Raymond E.
) Rossi and
) The Honorable Richard J.
) Siegel,
) Presiding Judges

**MOTION TO VACATE VOID ORDERS DUE TO LACK OF JURISDICTION
PURSUANT TO SECTION 2-619**

Comes now, Petitioner pro se, Lauren L. Scheffers, who respectfully petitions the Court to allow this Motion to Vacate Void Orders due to Lack of Jurisdiction Pursuant to Section 2-619 ("Motion to Vacate"), as a matter of law, and states the following in support.

C. Relevant Law

1. 735 ILCS 5/2 619. Involuntary dismissal based upon certain defects or defenses.

(a) Defendant may, within the time for pleading, file a motion for dismissal of the action or for other appropriate relief upon any of the following grounds. If the grounds do not appear on the face of the pleading attacked the motion shall be supported by affidavit:

(1) That the court does not have jurisdiction of the subject matter of the action, provided the defect cannot be removed by a transfer of the case to a court having jurisdiction.

(4) That the cause of action is barred by a prior judgment.

(6) That the claim set forth in the plaintiff's pleading has been released, satisfied of record, or discharged in bankruptcy.

(7) That the claim asserted is unenforceable under the provisions of the Statute of Frauds.

(9) That the claim asserted against defendant is barred by another affirmative matter avoiding the legal effect of or defeating the claim.

2. 735 ILCS 5/Art. XV, Illinois Mortgage Foreclosure Law ("IMFL"), Sec. 15-1106

(b): "A secured party ... may at its election enforce its security interest in a foreclosure under this Article if its security interest...is created by (i) a collateral assignment of beneficial interest in a land trust or (ii) an assignment for security of a buyer's interest in a real estate installment contract" [emphasis added]

3. 810 ILCS 5/Article 3, Uniform Commercial Code ("UCC"), re: Negotiable Securities [emphasis added]

a. PART 2. Negotiation, Transfer and Indorsement

1) Sec. 3-201. Negotiation.

(a) "Negotiation" means a transfer of possession, whether voluntary or involuntary, of an instrument by a person other than the issuer to a person who thereby becomes its holder.

(b) Except for negotiation by a remitter, if an instrument is payable to an identified person, negotiation requires transfer of possession of the instrument and its indorsement by the holder. If an instrument is payable to bearer, it may be negotiated by transfer of possession alone.

2) Sec. 3-203. Transfer of instrument; rights acquired by transferee.

(a) An instrument is transferred when it is delivered by a person other than its issuer for the purpose of giving to the person receiving delivery the right to enforce the instrument.

(b) Transfer of an instrument, whether or not the transfer is a negotiation, vests in the transferee any right of the transferor to enforce the instrument, including any right *as a holder in due course*, but the transferee cannot acquire rights of a holder in due course by a transfer, directly or indirectly, from a holder in due course if the transferee engaged in fraud or illegality affecting the instrument.

(c) Unless otherwise agreed, if an instrument is transferred for value and the transferee does not become a holder because of lack of indorsement by the transferor, the transferee has a specifically enforceable right to the unqualified indorsement of the transferor, but **negotiation of the instrument does not occur until the indorsement is made.**

(d) If a transferor purports to transfer less than the entire instrument, negotiation of the instrument does not occur. The transferee obtains no rights under this Article and has only the rights of a partial assignee.

3) **Sec. 3-204. Indorsement.**

(a) "Indorsement" means a signature, other than that of a signer as maker, drawer, or acceptor, that alone or accompanied by other words is made on an instrument for the purpose of

(i) negotiating the instrument,

(ii) restricting payment of the instrument, or

(iii) incurring indorser's liability on the instrument, but regardless of the intent of the signer, a signature and its accompanying words is an ~~indorsement unless the accompanying words, terms~~ of the instrument, place of the signature, or other circumstances unambiguously indicate that the signature was made for a purpose other than indorsement. For the purpose of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument.

(b) "Indorser" means a person who makes an indorsement.

(c) For the purpose of determining whether the transferee of an instrument is a holder, an indorsement that transfers a security interest in the instrument is effective as an unqualified indorsement of the instrument.

(d) If an instrument is payable to a holder under a name that is not the name of the holder, indorsement may be made by the holder in the name stated in the instrument

or in the holder's name or both, but signature in both names may be required by a person paying or taking the instrument for value or collection.

4) **Sec. 3-205. Special indorsement; blank indorsement; anomalous indorsement.**

(b) If an indorsement is made by the holder of an instrument and it is not a special indorsement, it is a "blank indorsement". When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed.

(c) The holder may convert a blank indorsement that consists only of a signature into a special indorsement by writing, above the signature of the indorser, words identifying the person to whom the instrument is made payable.

5) **PART 3. Enforcement of Instruments**

1) **Sec. 3-301. Person entitled to enforce instrument.**

"Person entitled to enforce" an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder,

2) **Sec. 3-302. Holder in due course.**

(a) Subject to subsection (c) and Section 3-106 (d), "holder in due course" means the holder of an instrument if:

(1) the instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity, and

(2) the holder took the instrument (i) for value, (ii) in good faith, (iii) without notice that the instrument is overdue or has been dishonored or that there is an uncured default with respect to payment of another instrument issued as part of the same series

(c) Except to the extent a transferor or predecessor in interest has rights as a holder in due course, a person does not acquire rights of a holder in due course of an instrument taken (i) by legal process or by purchase at an execution, bankruptcy, or creditor's sale or similar proceeding,

4. "Rule 63, CANON 3, *A Judge Should Perform the Duties of Judicial Office Impartially and Diligently* [emphasis added]

A. Adjudicative Responsibilities

(8) **A judge shall perform judicial duties without bias or prejudice.**

B. Administrative Responsibilities

(3) **A judge having knowledge of a violation of these canons on the part of a judge or a violation of Rule 8.4 of the Rules of Professional Conduct on the part of a lawyer shall take or initiate appropriate disciplinary measures."**

5. Rule 137. Signing of Pleadings, Motions and Other Papers—Sanctions [emphasis added]

a. "The signature of an attorney or party constitutes a certificate by him that he has read the pleading, motion or other paper; that to the best of his knowledge, information, and belief formed after reasonable inquiry it is well grounded in fact and is warranted by existing law or a good-faith argument for the extension, modification, or reversal of existing law, and **that it is not interposed for any improper purpose**"

6. Illinois Rules of Professional Conduct Rule 8.4, Misconduct [emphasis added]

a. "(a) A lawyer shall not:

(1) **violate or attempt to violate these Rules;**

(2) induce another to engage in conduct, or give assistance to another's conduct, when the lawyer knows that conduct will violate these Rules;

(3) **commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;**

(4) **engage in conduct involving dishonesty, fraud, deceit or misrepresentation;"**

7. Illinois Financial Crime Law, 720 ILCS 5/16H-60 [emphasis added]

a. **Sec. 16H-45. Conspiracy to commit a financial crime.**

(a) A person commits the offense of a conspiracy to commit a financial crime when, with the intent that a violation of this Article be committed, the person agrees with another person to the commission of that offense.

b. **Sec. 16H-50. Continuing financial crimes enterprise.** A person commits the offense of a continuing financial crimes enterprise when the person knowingly, within an 18 month period, commits 3 or more separate offenses under this Article, or, if involving a financial institution, any other felony offenses established under this Code.

c. **Sec. 16H-55. Organizer of a continuing financial crimes enterprise.**

(a) **A person commits the offense of being an organizer of a continuing financial crimes enterprise when the person:**

(1) with the intent to commit an offense under this Article, or, if involving a financial institution, any other felony offense established under this Code, agrees with another person to **the commission of that offense on 3 or more separate occasions within an 18 month period**, and (2) with respect to the other persons within the conspiracy, occupies a position of organizer, supervisor, or financier or other position of management.

d. **Sec. 16H-60. Sentence.**

(i) Notwithstanding any other provisions of this Section, a **financial crime which is loan fraud in connection with a loan secured by residential real estate is a CLASS 4 FELONY**"

8. ILCS 735 5/Art. II, Pt. 10, Code of Civil Procedure, re: Summary Judgment
9. ILCS 765 5/0.01, Illinois Conveyances Act
10. ILCS 735 5/Art. II, Pt. 6, Code of Civil Procedure, re: Pleading
11. ILCS 735 5/1 109, Code of Civil Procedure, re: Verification by Certification
12. United States Code: Title 18, Part I, Chapter 9, Section 152, Concealment of assets; false oaths and claims; bribery **[emphasis added]**:
"A person who
(4) **knowingly and fraudulently presents any false claim for proof against the estate of a debtor, or uses any such claim in any case under title 11, in a personal capacity or as or through an agent, proxy, or attorney; shall be fined under this title, imprisoned not more than 5 years, or both.**"
13. United States Code: Title 18, Part 1, Chapter 1, Section 4, Misprision of Felony:
a. "Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both."

CC. Statement of Facts

1. As documented throughout the record in this instant action, this Mortgage and Note were part of the Ameriquest Settlement with 49 State Attorney Generals on January 23, 2006. To receive a restitution payment, the Mortgagor had to sign a Release of Claims. Per the letter from the Attorney General of the State of Illinois, Lisa Madigan, **the Release of Claims was valid, unless the property “in the future goes into foreclosure” [emphasis added].**

2. On the back of the original Note, as produced in open court on April 4, 2011, there are two pairs of undated indorsements, one from Town & Country Credit to Ameriquest Mortgage Company and the second one from Ameriquest Mortgage Company to “blank”, the “securitization” of the Note.

3. Per the record, the Defendant was sent a Notice of Intent to Foreclose, not a Notice of Default, by Citi Residential Lending (“CRL”) as servicer, not by the original lender, on December 2, 2008.

4. Subsequent to the Note already being in default, CRL, not the original lender, hired Nationwide Title Clearing Inc. (“NTC”) to fabricate/record an assignment (see Appendix B Exhibit 2.d.3) pg. 1) to the Plaintiff in this instant action

a. With an effective date of January 15, 2009, more than 4 years after the REMIC trust had closed in 2004, the assignment was a “prohibited transaction” for a REMIC trust and

b. From Town & Country Lending directly to the Plaintiff as owner, not as trustee.

5. Per the record, on January 30, 2009, the Defendant filed a Chapter 7 Bankruptcy that listed CRL as the secured creditor.

6. Per the record, Pierce & Associates clearly violated the FDCPA with full knowledge of having done so, by filing a false Stay Order Motion (see Relevant Law 7 above) in the United States Bankruptcy Court on April 17, 2009, with no recorded Assignment from Town & Country Credit Corp to Ameriquest Mortgage Company, although the R1 Trust Prospectus filed with the SEC clearly indicates that Ameriquest Mortgage Company was the Seller.

7. Per the record, the Prospectus filed with the SEC by the Plaintiff in 2004, the servicer was required to continue to pay the investors the mortgage interest, whether or not the property owner made the payment. In addition, the servicer was required to pay all real estate taxes on behalf of the property-owner.

8. Per the record, the Stay Order Motion was erroneously granted on April 24, 2011, when Pierce & Associates failed to file the requisite paperwork to demonstrate legal standing as a Secured Creditor before the May 5, 2009 discharge.

9. The Defendant's Chapter 7 Bankruptcy was discharged on May 5, 2009 with notice sent to CRL, not to the alleged Creditor who was never listed as a creditor.

10. When/not until the Complaint was served upon the Defendant on September 10, 2009, the Release of Claims was waived.

11. The Complaint was not filed by the original lender, Town & Country Credit, nor by Ameriquest Mortgage Company to whom the Note was endorsed by Town & Country.

12. Per the Complaint, the Plaintiff is a mortgage-backed security ("MBS")

trust, not a land trust.

13. Per the Complaint, the Defendant's Note is a mortgage, not a real estate installment contract.

14. Per the record, on January 28, 2009, Judge Siegel denied the Defendant Quiet Title Motion.

15. Per the record, on November 22, 2010 after almost a full year of hearings with no Case Management meeting set, Judge Siegel recused himself pursuant to Rule 63 (see Relevant Law 4 A above) relative to the "continued appearance of impartiality of this court problematic".

16. Per the record, per Judge Rossi's Memorandum and Decision Order of March 22, 2011 denied the cross-Motions of Summary Judgment and the hearing set for April 4, 2011 was to set a trial date.

17. Per the record, Judge Rossi granted the Plaintiff's Motion for Summary Judgment ("P MSJ"), instead of setting a trial date, even though:

a. The P MSJ that was granted had never been filed with the Court nor served upon the Defendant and

b. Judge Rossi had already denied the P MSJ on March 23, 2012 and there was no Motion to Reconsider that denial before the Court.

18. Per the record, Judge Rossi's April 4, 2011 order stated:

a. The Plaintiff serve the Defendant with the P MSJ after Judge Rossi had just granted the P MSJ and

b. The Plaintiff serve only a Courtesy Copy to the Court of the Motion for Foreclosure and Sale.

19. On June 22, 2011, Judge Rossi denied the Defendant's Motion to Vacate that specifically included the May 25, 2011 Press Release by the Illinois Attorney General relative to the issuance of a subpoena to Nationwide Title Clearing Inc. after extensive e-mails from the Defendant to Mr. James on May 24, 2011.

20. The Defendant's Freedom of Information request to get a copy of the subpoena had been denied, because "investigation continues".

21. On July 11, 2011, the Defendant filed and served a Notice of Appeal.

22. On July 20, 2011, the property in this instant action was allegedly sold while under Appeal.

23. The staff of the Clerk of the Illinois Supreme Court and the 3rd Appellate Court sent all "notification letters" to the Plaintiff at an out-of-state address, because the Plaintiff is not licensed to transact business in Illinois and has no Registered Agent in Illinois.

24. On February 2, 2012, the Defendant was notified of the Complaint against Nationwide Title Clearing (see Appendix Exhibit 1.d inclusive). The Complaint was filed under the Consumer Fraud Act by the Illinois Attorney General, the top lawyer in the state of Illinois.

25. On February 22, 2012, the Defendant received a copy of the May 24, 2011 Subpoena (see Appendix Exhibit 2.d inclusive) and found that all of the documents in Exhibit A of the referenced Binder were the very same documents submitted in this instant action under Section 1109 certification to Judges Siegel and Rossi that have been ignored by all judges and justices and the assignment in Exhibit B is the very same document that has been ignored in the Defendant's related Case 113039.

III. Argument

1. Per the extensive record in this instant action, the Defendant has repeatedly raised the issue of whether the 12th Judicial Circuit Court, the 3rd Appellate Court and the Supreme Court of Illinois had jurisdiction to grant an Order for Foreclosure and Sale, when the Plaintiff electing to enforce its securitized Note under the IMFL is a mortgage-backed security (“MBS”) trust, not a land trust, and the securitized Note is secured by a mortgage, not by a real estate installment contract (see Relevant Law 2 above).

2. From the outset of this instant action on August 26, 2009, the Defendant has repeatedly submitted extensive supporting documentation under Section 1109 certification that no Court at any level (e.g., Circuit, Appellate, Supreme Court) appears to have considered, per the 400+ pages of Reports of Proceedings and the minimal “notification letters” received from the 3rd Appellate Court and the Supreme Court.

3. The Plaintiff is not licensed to transact business in Illinois, so the Plaintiff has no access to the Illinois judicial system.

4. No attorney from either of the alleged law firms has filed an Appearance under Verification by Certification to receive such service.

5. The Note was discharged as a non-secured Note on May 5, 2009, so judicial estoppel applies (see Relevant Law 1 (a) (6)) above), as a matter of law.

6. Per the record, since the Plaintiff has failed to deny any of the Defendant’s Exhibits submitted under Section 1109 certification, there is no material fact at issue regarding the Plaintiff’s lack of legal standing as the Real Party in Interest/Holder in Due Course.

7. ~~Per the record, the assignment is in direct contradiction to the~~
indorsements on the back of the original note, a material issue of fact.

8. As a matter of law, the Defendant has also raised the issue of who received the mortgage payments from 2003 into 2008, ~~if there was no legally enforceable~~ Chain of Title in the Will County property records as required by the Illinois Conveyances Act.

9. By the Plaintiff's own requirements in its prospectus filed with the SEC, the Plaintiff effectively made the servicer a "cosigner" of the Note and Mortgage and the Servicer made all mortgage payments and real estate property taxes required. Therefore, the Note is not in default, since the Investors were paid.

10. As a matter of law, the Defendant has been denied due process by:

a. The Defendant's supporting documents raised extensive "genuine issues of material fact" from the Defendant's initial Answer.

b. The Circuit Court Orders denying the Defendant's Motions to Compel Production and Motions for Sanctions for Fraud Upon the Court pursuant to Rule 1.17 (see Relevant Law 5 above), pursuant to Rule 63 (see Relevant Law 4 b above) and pursuant to Rule 8.4 (see Relevant Law 6 above).

c. Judicial bias on the part of Judge Siegel, as documented in his own recusal under Rule 63 (see Relevant Law 4 A above),

d. The lack of competence of the newly elected Judge Rossi regarding real estate law, the Illinois Uniform Commercial Code, the Illinois Mortgage Foreclosure Law, and the Illinois Civil Statutes (see Relevant Laws 8-12 above) relative to basic requirements for notice of the PMSJ for which the

d. April 4, 2011 order granting it required Plaintiff to serve the Defendant with it after it had been granted, when the Court had already denied both the PMSJ and the Defendant Motions for Summary Judgment on March 22, 2011,

e. The Complaint was never verified, the Plaintiff's alleged counsel was unable to produce the original Mortgage in open Court, and the Court granted the PMSJ without producing the chain of assignments that the Court had required the Plaintiff to do per the Report of Proceedings,

f. The 3rd Appellate Court's "notification letter" of denial of the Petition for a Certificate of Importance relative to Plaintiff's election to enforce a securitized Note under the IMFL (see Relevant Laws 2 and 3 inclusive above),

g. The 3rd Appellate Court failure to address jurisdiction in this instant action, and

h. The alleged denial of the Defendant's Petition for Leave to Appeal ("PLA") as a Matter of Right by the Justices of Supreme Court of Illinois, when the PLA was submitted with 3 Appendix volumes of competent evidence submitted under Section 1109 certification,

11. The Defendant's Motion for Service of Orders Signed by Justices of the Supreme Court and the Appellate Courts was also allegedly denied by "notification letter" with no justice signature. Since this instant action relates to real estate, the Justices of the Supreme Court and the 3rd Appellate Court violated the Illinois Statute of Frauds with no signed orders of any kind.

12. Moreover, the Illinois Appellate Court has held that the proper pleading of the Plaintiff's standing to bring a foreclosure suit as the owner and holder of the

indebtedness is of paramount importance **and in the event the Plaintiff is not the correct legal entity to bring a foreclosure action, the entry of summary judgment and orders of foreclosure and sale are improper as a matter of law [emphasis added]**

(*Bayview Loan Servicing, L.L.C. v. Nelson*, (5th Dist., June 16, 2008), Rule 23 Order Filed May 21, 2008).

13. As a matter of law, no Order for Approval of the Sale can be granted for these many reasons.

14. Since there has been no Motion for Approval of the Sale and Distribution of Funds for the alleged sale on July 20, 2011 while this case was under appeal, the statute of limitations has not begun relative to Consumer Fraud.

15. Since the Assignment was knowingly fabricated/recorded in the Will County property records after the Note was in default, the only cause of action for the Plaintiff as Assignee is against the Assignor of CRL/NTC for knowingly assigning a Note already in default, a violation of UCC "Good Faith Purchase".

16. For the many emphasized sections of Section 2-619 (see Relevant Law 1 inclusive above), no Illinois Court has/had jurisdiction in this instant action.

17. As a matter of law, any order based on Fraud upon the Court is VOID, so all orders in this instant action are VOID.

18. No order can be considered final, if it is based on fraud.

IV. Conclusion

1. For the many different matters of law documented above, no Illinois Court has jurisdiction over the Plaintiff's Complaint to Foreclose Mortgage pursuant to Rule 2-619. **Consequently, any judicial judgments or orders related to this Complaint are VOID.**

2. The Defendant prays that the Justices of the Supreme Court of Illinois honor their oaths of office and Rule 63 requirements to report this instant action to the Illinois Attorney General Criminal Enforcement Division for investigation as to organizers and accessories (e.g, the 3rd Appellate Court justices, Judge Siegel and Judge Rossi, and *Pierce & Associates/Dykema Gossett*) to the Class X felony of assigning a Note in default to a financial institution and for litigating on the basis of that fraudulent Chain of Title as now validated by the IAG lawsuit under Consumer Fraud (see Appendix Exhibits 1.d and 2.d inclusive).

3. For the Justices of the Supreme Court to fail to vacate the many VOID orders in this instant action is a blatant violation of the Defendant's rights to due process.

4. Violation of the oaths of office by the Justices of the Supreme Court is acting without subject matter jurisdictions, as a trespasser of the law. *Von Kettler et.al. v. Johnson*, 57 Ill. 109 (1870), *Elliott v. Peirsol*, 1 Pet. 328, 340, 26 U.S. 328, 340 (1828); *In re TIP-PA-HAUS Enterprises, Inc.*, 27 B.R. 780, 783 (1983), and acted in treason, *U.S. v. Will*, 449 U.S. 200, 216, 101 S.Ct. 471, 66 L.Ed.2d 392, 406 (1980), *Cohens v. Virginia*, 19 U.S. (6 Wheat) 264, 404, 5 L.Ed 257 (1821).

5. Since this instant action has violated federal bankruptcy law in the ongoing attempt to collect a discharged debt, including a felony filing of the Motion for

Automatic Stay (see Relevant Law 7 above), the Defendant has the option of filing a Complaint against all involved with this instant action in District 7 of the federal courts.

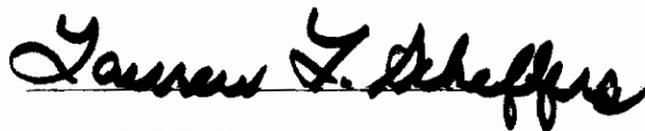
6. The Defendant prays that the Justices of the Supreme Court will also VOID the order denying the Defendant's Quiet Title Motion and grant it, so the indigent Defendant does not encounter additional extortion for fees and service in the blatantly biased Chancery Courts of the 12th Judicial Circuit Court of Will County.

7. The Defendant also prays for any additional relief under the Doctrine of Unconscionability due to the Plaintiff's filing of a lawsuit based on an assignment recorded in the Will County Records that violates the Consumer Fraud Act per the Complaint (see Appendix Exhibit 1.d inclusive) and the Subpoena (see Appendix Exhibit 2.d inclusive)

8. Again, the Defendant is required by the federal Misprision of Felony statute (see Relevant Law 13 above) to report this felony to the Court relative to the ongoing criminal enterprise (see Relevant Law 7 above).

The Petitioner has included a proposed order in the alternative, as required.

Respectfully submitted,



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
H 630-305-3401

113313

IN THE SUPREME COURT OF ILLINOIS

LAUREN L. SCHEFFERS, Petitioner	) Appellate Court, 3 rd Judicial) District, Case No. 3-11-476)
v.	) Circuit Court, Will County,) Illinois, 12 th Judicial Circuit) Case No. 09CH3797)
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERIQUEST MORTGAGE SECURITIES TRUST 2004-R1, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R1. Respondent	) The Honorable Raymond E.) Rossi and) The Honorable Richard J.) Siegel,) Presiding Judges

APPENDIX

VOLUME I

- EXHIBIT 1. Nationwide Title Clearing Inc. Complaint
- a. 2012/02/15 Notice of Filing with Will County Circuit Court. Copy of E-mail to Peter M. Kellett. Re: SCHEFFERS/DYKEMA FRAUD UPON THE COURT (1 pg.)
 - b. 2012/02/15 Certification of Service (1 pg.)
 - c. 2012/02/10 Copy of E-mail, 10:27 a.m., Subject: **SCHEFFERS/DYKEMA FRAUD UPON THE COURT** (3 pgs.)
 - 1) With copy to Mr. Thomas James. Consumer Counsel, Consumer Fraud Bureau of the Office of the Illinois Attorney General
 - 2) With 5 attached PDFs, including the Complaint
 - d. **2012/02/02 Complaint 12CH03602 in the Circuit Court of Cook County, Chancery Division.**
 - 1) **The People of the State of Illinois, Plaintiff, v. Nationwide Title Clearing, Inc., a Florida corporation, Defendants**
 - 2) **Filed February 2, 2012**
 - 3) **Complaint for Injunctive and Other Relief for violations of the Consumer Fraud and Deceptive Business Practices Act ("Consumer Fraud Act"), 815 ILCS 505/1 et seq**

113313

IN THE SUPREME COURT OF ILLINOIS

LAUREN L. SCHEFFERS, Petitioner	) Appellate Court, 3 rd Judicial) District. Case No. 3-11-476)
v.	) Circuit Court, Will County;) Illinois, 12 th Judicial Circuit) Case No. 09CH3797
DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERIQUEST MORTGAGE SECURITIES TRUST 2004-R1, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R1. Respondent	) The Honorable Raymond E.) Rossi and) The Honorable Richard J.) Siegel.) Presiding Judges

APPENDIX

VOLUME II

EXHIBIT 2. Nationwide Title Clearing Inc. Subpoena with Petitioner's two cases as supporting Exhibits

- a. 2012/02/20 Notice of Filing with Will County Circuit Court, Copy of E-mail to Peter M. Kellett. Re: SCHEFFERS/NATIONWIDE TITLE CLEARING SUBPOENA (1 pg.)
- b. 2012/02/29 Certification of Service (1 pg.)
- c. 2012/02/23 Copy of E-mail, Subject: **SCHEFFERS/NATIONWIDE TITLE CLEARING SUBPOENA** (2 pgs.)
 - 1) With copy to Mr. Thomas James, Consumer Counsel, Consumer Fraud Bureau of the Office of the Illinois Attorney General
 - 2) With Subpoena PDF attached
- d. **2011/05/25 Subpoena Duces Tecum of the Attorney General of the State of Illinois, The People of the State of Illinois Consumer Protection Division**
 - f) **Subpoena Duces Tecum of the Attorney General of the State of Illinois** (1 pg.)
 - 2) **Rider to Subpoena for Nationwide Title Clearing, Inc. with Interrogatories and Requests for Production** (5 pgs.)
 - 3) **Exhibit A, relative to this instant action** (9 pgs.)
 - 4) **Exhibit B, relative to Case 113039** (2 pgs.)
 - 5) **Certified Mail** (1 pg.)



SUPREME COURT OF ILLINOIS

SUPREME COURT BUILDING
200 East Capitol Avenue
SPRINGFIELD, ILLINOIS 62701-1721

CAROLYN TAFT GROSBECK
Clerk of the Court

(217) 782-2035
TDD: (217) 524-8132

March 20, 2012

03/20/12

FIRST DISTRICT OFFICE
160 North LaSalle Street, 20th Floor
Chicago, Illinois 60601-3103
(312) 793-1332
TDD: (312) 793-6185

Ms. Lauren L. Scheffers
1305 Morningstar Court
Naperville, IL 60564

TODAY THE FOLLOWING ORDER WAS ENTERED:

No. 113313 - Lauren L. Scheffers, etc., petitioner, v. Deutsche
Bank National Trust Company, etc., respondent.

113313

Motion by petitioner, pro se, to vacate void
orders due to lack of jurisdiction pursuant to
Section 2-619. Motion denied.

VIOLATION OF
DUE PROCESS
* TREASON

Order entered by the Court.

NO JUSTICE INDICATED

NO SIGNED ORDER OF ANY KIND
RULE 63 VIOLATIONS BY ALL JUSTICES
IMPEACHABLE OFFENSE

cc: Clerk of the Appellate Court, Second District
Clerk of the Appellate Court, Third District
Hon. Lisa Madigan
Mr. Denis Pierce
Mr. David Co
Mr. Patrick Stanton

* INTERNET
PUBLICATION TO
COME
* CRIMINAL ENFORCEMENT DIVISION

PIERCE + ASSOCIATES

DYKEMA GOSSETT

OUT-OF-STATE
RESPONDENT

IN LAW
FIRMS -
NO

APPEARANCE

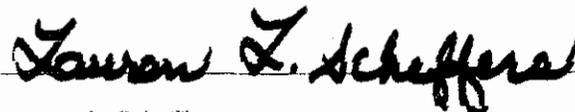
IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CJ3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST) Judge Raymond E. Rossi
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS THROUGH CERTIFICATES,)
SERIES 2004-R1)
PLAINTIFF)
VS)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS; IF ANY; UNKNOWN)
OWNERS AND NON-RECORD CLAIMANTS:)
DEFENDANTS)

NOTICE OF FILING

To:	By first class mail Denis Pierce, Robert Deisinger, Shaun Callahan Pierce & Associates Thirteenth Floor 1 North Dearborn Chicago, IL 60602	By first class mail ATTN: David Co. Director Deutsche Bank National Trust Company, as trustee 1761 East St. Andrew Place Santa Ana, CA 92705-4934	By first class mail Patrick Stanton, Amy Jonker Dykema Gossett PLLC 10 South Wacker Drive, Suite 2300 Chicago, IL 60606
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PLEASE TAKE NOTICE that on March 26, 2012, the undersigned filed in person with the Clerk of the Circuit Court of Will County, Illinois. Copy of E-mail to Consumer Counsel, IAG. Re: SCHEFFERS/ILSC TRILEASONOUS *DENIAL* OF Motion to Vacate Void Orders Pursuant to Section 2-619, a copy of which was served upon Dykema Gossett by e-mail on March 23, 2012. Courtesy copies have also been provided for the Honorable Chief Judge Gerald R. Kinney, the Honorable Judge Susan M. O'Leary, the Honorable Judge Raymond E. Rossi, and the Honorable Judge Richard J. Siegel.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
630-505-3497

CERTIFICATION OF SERVICE

The undersigned, a non-attorney, certifies that she caused true copies of the foregoing instruments, *Notice of Filing and Copy of E-mail to Consumer Counsel, IAG, Re: SCHEFFERS/IL CSC TREASONOUS *DENIAL* OF Motion to Vacate Void Orders Pursuant to Section 2-619*, to be served upon:

ATTN : David Co, Director
Deutsche Bank National Trust Company, as trustee
1761 East St. Andrew Place
Santa Ana, CA 92705-4934

by placing copies of same in an envelope, properly addressed with postage prepaid by first class mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 26th day of March, 2012 and to

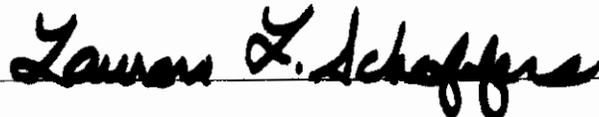
Denis B Pierce, Robert Deisinger, Shaun Callahan
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

by placing copies of same in an envelope, properly addressed with postage prepaid by first class mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 26th day of March, 2012.

The undersigned, a non-attorney, certifies that she caused a true copy of the foregoing instrument, *Notice of Filing of Copy of E-mail to Consumer Counsel, IAG, Re: SCHEFFERS/IL CSC TREASONOUS *DENIAL* OF Motion to Vacate Void Orders Pursuant to Section 2-619*, to be served upon:

Patrick Stanton, Amy Jonker
Dyken & Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing copy of same in an envelope, properly addressed with postage prepaid by first class mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 26th day of March, 2012.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
H 630-305-3401

ITG

3/13/12

ILSC TREASON

James, Thomas P., 03:50 PM 3/23/2012, SCHEFFERS/ILSC TREASONOUS *DENIAL* OF Motion to

To: "James, Thomas P." <TJames@stg.state.il.us> *
 From: Lauren Scheffers <LaurenScheffers@yahoo.com>
 Subject: SCHEFFERS /ILSC TREASONOUS *DENIAL* OF Motion to Vacate Void Orders Pursuant to Section 2-619
 Cc: "Rex E. Schlaybaugh, Jr." <rschlaybaugh@dykema.com>, pstanton@dykema.com, ajonker@dykema.com, jcougherty@dykema.com, "Codilis and Associates, P.C." <codilis-il@il.cslegal.com>, countyboard@willcountyllinois.com, countyexec@willcountyllinois.com, "Dunn, Martin, Miller & Heathcock" <marmil4@sbcglobal.net>, "Morrie Much" <mmuch@muchshelist.com>, "Robert J. Emanuel" <remanuel@muchshelist.com>, "Terry L. Engel" <engel@dec.com>, "Paul M. Levy" <levy@dec.com>, "Joel A. Stein" <stein@dec.com>, Freedman Anselmo Lindberg <foreclosures@fal-illinois.com>, FAI-Illinois <fal-illinois.com@domainstyp proxy.com>

} ✓

Attached: C:\Documents and Settings\LAUREN\Des ktop\SolarAppeal\ILSC20120320Motion2VacateVoid\ILSCLtrDeniedAst.pdf; C:\Documents and Settings\LAUREN\Des ktop\SolarAppeal\ILSC20120306Motion2VacateVoid.pdf; C:\Documents and Settings\LAUREN\Des ktop\SolarAppeal\ILSC20120306Motion2VacateVoidAppendixTOC.pdf; C:\Documents and Settings\LAUREN\Des ktop\SolarAppeal\ILSC20120306Motion2VacateVoidNOFPOS.pdf;

} *

Mr. James,

On March 12, 2012, I e-mailed you two e-mails with the subject: SCHEFFERS 1 of 2/ILSC Motion to Vacate Void Orders Pursuant to Section 2-619. I made the following statement, "Mr. James, given the fact that no Justice of the Supreme Court of Illinois or the 2nd/3rd Appellate Courts has ever signed a single order, I fully expect to just receive yet another "notification" letter that this Motion has been denied, as well."

} *

On March 6, 2012, I had filed, and served upon each Justice of the Illinois Supreme Court individually with signature-required proofs of delivery (see attached Motion2VacateVoidNOFPOS.pdf) the **Motion to Vacate Void Orders Pursuant to Rule 2-619** (see attached Motion2VacateVoid.pdf).

Per the Appendix (see attached Motion2VacateVoidAppendixTOC.pdf), the critical submissions were the Nationwide Title Clearing Complaint and the Subpoena that used my Exhibits as submitted under Section 1-109 Certification to the Circuit Courts, the Appellate Courts, and the Supreme Court of Illinois. Yet, in both cases, Motions for Summary Judgment were granted with no "genuine issues of material fact".

As I predicted, in yesterday's USPS mail, I received yet another "notification letter" dated March 20, 2012 (see attached Motion2VacateVoid\ILSCLtrDeniedAst.pdf) allegedly from Carolyn Taft Grosboll, Clerk of the Supreme Court of Illinois, with the single word "DENIED" as the "order" "allegedly" entered by the Court to my **Motion to Vacate Void Orders Pursuant to Rule 2-619**.

} *

Mr. James, over the past several months, I have submitted to you scanned PDFs of the several "alleged" Illinois Supreme Court rulings that have totally violated my rights to due process relative to my "two" wrongful, CRIMINAL foreclosures based on fraudulent property records. In fact,

CRIMINAL

IAL

3/23/12

ILSC TREASON

James, Thomas P., 03:50 P M 3/23/2012, SCHEFFERS/ILSC TREASONOUS "DENIAL" OF Motion to

there is no competent evidence that any Justice has ever looked at my pleadings. before office workers mailed "notification letters" of motions DENIED.

With my Motion for Service of Orders Signed by Supreme Court and Appellate Court Justices, that was also allegedly denied, I submitted to the Justices of the Supreme Court the U.S. Supreme Court ruling:

Should a judge not disqualify himself, then the judge is in violation of the Due Process Clause of the U.S. Constitution. United States v. Sciuto, 521 F.2d 842, 845 (7th Cir. 1996) ("The right to a tribunal free from bias or prejudice is based, not on section 144, but on the Due Process Clause.")

The U.S. Supreme Court has also held that if a judge wars against the Constitution, or if he acts without jurisdiction, he has engaged in treason to the Constitution. If a judge acts after he has been automatically disqualified by law, then he is acting without jurisdiction, and that suggests that he is then engaging in criminal acts of treason, and may be engaged in extortion and the interference with interstate commerce.

Mr. James, if the Justices of the Supreme Court of Illinois are acting without jurisdiction, can the Illinois Attorney General investigate the Justices, just as they would any other "ordinary" Illinois residents?

Previous submissions to you, in descending chronological order (that are also filed in the public record of the Will County (Circuit Court for Case:2009CH3797):

1. As stated above, on March 12, 2012, I e-mailed you two e-mails with the subject: SCHEFFERS 1 of 2/IL SC Motion to Vacate Void Orders Pursuant to Section 2-619.
2. On January 29, 2012, I sent you an e-mail with the subject: SCHEFFERS And Yet "More" Blatant Treason by Illinois Supreme Court Justices
3. On January 13, 2012, I sent you an e-mail with the subject: SCHEFFERS Yet "More" Blatant Treason by Illinois Supreme Court Justices with the January 6, 2012 "notification letter" related to an alleged "order" that denied my Motion for Service of Orders Signed by Supreme Court and Appellate Court Justices and the January 10, 2012 "notification letter" related to an alleged "order" that denied my Motion to Extend Date of Final Mandate relative to my Aurora duplex, Case 113039.
4. On January 9, 2012, I sent you an e-mail with the subject: SCHEFFERS More Blatant Treason by Illinois Supreme Court Justices that included a scan of a "piece of paper" with not even a mention of a Justice name. Someone denied the Motion for Service of Orders Signed with a "piece of paper" without even mention of the name of a Justice.
5. On December 27, 2011, I sent you an e-mail with the subject: SCHEFFERS UPDATE Treason by Illinois Supreme Court Justices, where I received two rulings, allegedly by Chief Justice Kilbride of the Illinois Supreme Court, where his honor:

- 1) Vacated a portion of a previous ruling allegedly by his honor and
- 2) Corrected another order regarding indigent status, also allegedly by his honor.

I

2

6. On December 17, 2011, I sent you 6 e-mails with subjects of "SCHEFFERS 1 of 6, Treason by Illinois Supreme Court Justices" to "SCHEFFERS 6 of 6, Treason by Illinois Supreme Court Justices" due to the extensive competent evidence I had submitted as supporting Exhibits under the requisite Section 1109 Certification for the Motion for Service of Orders Signed by Supreme Court and Appellate Court Justices.

Mr. James, as I have pointed out previously, the office staff of the Clerk of the Illinois Supreme Court SERVED THE CRIMINAL ENFORCEMENT DIVISION OF THE ILLINOIS ATTORNEY GENERAL the competent evidence of the blatant treason of the Illinois Supreme Court Justices.

Will this recent "notification letter" sent to Springfield get "lost" in interoffice mail to the Chicago office, as appears to have happened with the other "notification letters" copied to the Criminal Enforcement Division?

Mr. James, given the fact that jurisdiction is the most fundamental legal requirement for any ruling to not be VOID, the Justices of the Supreme Court and the Second/Third Appellate Courts have consistently committed treason against the Constitution due to the blatant refusal to address a single one of the multitude of jurisdictional issues, such as the Plaintiff/Respondent not even being licensed to do business in Illinois.

Therefore, each/all of the Justices of all three Courts has/have committed treason against the Constitution, a criminal offense with no judicial immunity.

In addition, the Justices in all three Courts are accessories to the ongoing criminal enterprise of foreclosure fraud in Illinois.

Additionally, all Justices in all three Courts have violated Rule 63 by failing to refer these critical issues to the Illinois Attorney General, which is judicial misconduct, as well.

Mr. James, I have been waiting for exactly this worthless "piece of paper" that could have been mailed by the cleaning crew BEFORE GOING TO THE MAINSTREAM AND ALTERNATIVE MEDIA/PUBLISHING THIS TREASON/ACCESSORY TO FORECLOSURE FELONIES BY THE ILLINOIS SUPREME COURT JUSTICES ON THE INTERNET.

As I stated previously, please let Attorney General Lisa Madigan know that I have already purchased the domain names for www.OccupyJudicialSystem.com and www.OccupyJudicialSystem.org (URLs broken up intentionally).

It has been made perfectly clear that the Rule of Law does not exist in Illinois relative to criminal foreclosures, based on fraudulent property records.

Mr. James, with two former Illinois governors in a row convicted of corruption, should the Justices of the Supreme Court be investigated, as well, for this blatant treason against the Constitution and as accessories to an ongoing criminal enterprise with the foreclosure mill law firms?

Thank you.

Lauren Scheffers



SUPREME COURT OF ILLINOIS

SUPREME COURT BUILDING
200 East Capitol Avenue
SPRINGFIELD, ILLINOIS 62701-1721

CAROLYN TAFI GROSBOELL
Clerk of the Court

(217) 782-2035
TDD: (217) 524-8132

March 20, 2012

03/20/12

FIRST DISTRICT OFFICE
160 North LaSalle Street, 20th Floor
Chicago, Illinois 60601-3103
(312) 793-1332
TDD: (312) 793-6185

Ms. Lauren L. Scheffers
1305 Morningstar Court
Naperville, IL 60564

TODAY THE FOLLOWING ORDER WAS ENTERED:

No. 113313 - Lauren L. Scheffers, etc., petitioner, v. Deutsche
Bank National Trust Company, etc., respondent.

113313

Motion by petitioner, pro se, to vacate void
orders due to lack of jurisdiction pursuant to
Section 2-619. Motion denied.

VIOLATION OF
DUE PROCESS
* TREASON

DENIED

Order entered by the Court.

NO JUSTICE INDICATED

NO SIGNED ORDER OF ANY KIND
RULE 63 VIOLATIONS BY ALL JUSTICES
IMPEACHABLE OFFENSE

cc: Clerk of the Appellate Court, Second District
Clerk of the Appellate Court, Third District
Hon. Lisa Madigan
Mr. Dennis Pierce
Mr. David Co
Mr. Patrick Stanton

* INTERNET
PUBLICATION TO
COME
* CRIMINAL ENFORCEMENT DIVISION
PIERCE + ASSOCIATES

DYKEMA GOSSETT

OUT-OF-STATE
RESPONDENT

2 LAW
FIRMS -
NO

APPEARANCE

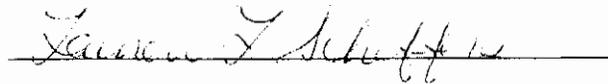
GROUP EXHIBIT 6

CERTIFICATION OF SERVICE

The undersigned, a non-attorney, certifies that she caused a true copy of the foregoing instrument, *Petition for Certificate of Importance Pursuant to Rule 316*, to be served upon:

Denis Pierce, Robert Deisinger
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0311 0240 0000 1276 1608, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 17th day of October, 2011.



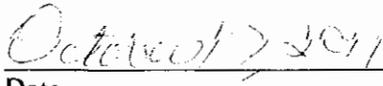
Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
H 630-305-3401

**DEFENDANT CERTIFICATION – PETITION FOR CERTIFICATE OF
IMPORTANCE PURSUANT TO RULE 316**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (735 ILCS 5/1-109/from Ch. 110, par. 1-109), the undersigned certifies that the statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes the same to be true.



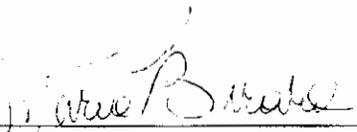
Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
H 630-305-3401



Date

Sworn to and subscribed before me this the 17th day of October, 2011.





Notary Public

My Commission Expires:

4-3-13

No. 3-11-0476

IN THE APPELLATE COURT OF ILLINOIS
THIRD DISTRICT

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERIQUEST MORTGAGE SECURITIES TRUST 2004-R1, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R1 PLAINTIFF/APELLEE VS LAUREN SCHEFFERS A/K/A LAUREN LEE SCHEFFERS; UNKNOWN HEIRS AND LEGATEES OF LAUREN SCHEFFERS, IF ANY; UNKNOWN OWNERS AND NON RECORD CLAIMANTS; DEFENDANT/APELLANT) Appeal from the Circuit) Court of the 12 th Judicial) Circuit, Will County,) Illinois)) Case No: 09CH3797)) Presiding Judges:) Raymond E. Rossi) Richard J. Siegel)) Date of Notice of Appeal:) 07/01/11))
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PETITION FOR CERTIFICATE OF IMPORTANCE PURSUANT TO RULE 316

Defendant/Appellant ("Defendant") respectfully petitions this Court for a
Certificate of Importance pursuant to Rule 316 and in support states as follows.

I. RELEVANT LAW

1. "Rule 316. Appeals from Appellate Court to Supreme Court on Certificate Appeals from the Appellate Court shall lie to the Supreme Court upon the certification by the Appellate Court that **a case decided by it involves a question of such importance** that it should be decided by the Supreme Court "[**emphasis added**]"

2. *United States Code: Title 18, Part 1, Chapter 1, Section 4, Misprision of Felony:*

a: "Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both."

I. RELEVANT LAW (CON'T.)

3. Illinois Financial Crime Law, 720 ILCS 5/16H-60 [**emphasis added**]
 - a. **Sec. 16H-45. Conspiracy to commit a financial crime.**
 - (a) A person commits the offense of a conspiracy to commit a financial crime when, with the intent that a violation of this Article be committed, the person agrees with another person to the commission of that offense.
 - b. **Sec. 16H-50. Continuing financial crimes enterprise.** A person commits the offense of a continuing financial crimes enterprise when the person knowingly, within an 18 month period, commits 3 or more separate offenses under this Article, or, if involving a financial institution, any other felony offenses established under this Code.
 - c. **Sec. 16H 55. Organizer of a continuing financial crimes enterprise.**
 - (a) **A person commits the offense of being an organizer of a continuing financial crimes enterprise when the person:**
 - (1) with the intent to commit an offense under this Article, or, if involving a financial institution, any other felony offense established under this Code, agrees with another person to **the commission of that offense on 3 or more separate occasions within an 18 month period**, and
 - (2) with respect to the other persons within the conspiracy, occupies a position of organizer, supervisor, or financier or other position of management.
 - d. **Sec. 16H-60. Sentence.**
 - (i) Notwithstanding any other provisions of this Section, **a financial crime which is loan fraud in connection with a loan secured by residential real estate is a CLASS 4 FELONY**"
5. Illinois Mortgage Foreclosure Law, Sec. 15-1106 (b): "A secured party ... **may at its election** enforce its security interest in a foreclosure under this Article **if its security inte rest...is created by (i) a collateral assignment of beneficial interest in a land trust or (ii) an assignment for security of a buyer's interest in a real estate installment c ontract"** [**emphasis added**]

I. RELEVANT LAW (CON'T.)

5. Uniform Commercial Code, 810 ILCS 5, Article 3. Negotiable Instruments [~~emphasis added~~]

a. PART 2. Negotiation, Transfer and Indorsement

1) Sec. 3-201. Negotiation.

(a) "Negotiation" means a transfer of possession, whether voluntary or involuntary, of an instrument by a person other than the issuer to a person who thereby becomes its holder.

(b) Except for negotiation by a remitter, if an instrument is payable to an identified person, negotiation requires transfer of possession of the instrument and its indorsement by the holder. If an instrument is payable to bearer, it may be negotiated by transfer of possession alone.

2) Sec. 3-203. Transfer of instrument; rights acquired by transfer.

(a) An instrument is transferred when it is delivered by a person other than its issuer for the purpose of giving to the person receiving delivery the right to enforce the instrument.

(b) Transfer of an instrument, whether or not the transfer is a negotiation, vests in the transferee any right of the transferor to enforce the instrument, including any right as a holder in due course, but the transferee cannot acquire rights of a holder in due course by a transfer, directly or indirectly, from a holder in due course if the transferee engaged in fraud or illegality affecting the instrument.

(c) Unless otherwise agreed, if an instrument is transferred for value and the transferee does not become a holder because of lack of indorsement by the transferor, the transferee has a specifically enforceable right to the ~~unqualified indorsement of the transferor~~, but **negotiation of the instrument does not occur until the indorsement is made.**

(d) ~~If a transferor purports to transfer less than the entire instrument, negotiation of the instrument does not occur. The transferee obtains no rights under this Article and has only the rights of a partial assignee.~~

I. RELEVANT LAW (CON'T.)

5. Uniform Commercial Code, 810 ILCS 5, Article 3. Negotiable Instruments (con't.)

a. PART 2. Negotiation, Transfer and Indorsement (con't.)

3) **Sec. 3-204. Indorsement.**

(a) "indorsement" means a signature, other than that of a signer as maker, drawer, or acceptor, that alone or accompanied by other words is made on an instrument for the purpose of

- (i) negotiating the instrument,
- (ii) restricting payment of the instrument, or
- (iii) incurring indorser's liability on the instrument, but regardless of the intent of the signer, a signature and its accompanying words is an indorsement unless the accompanying words, terms of the instrument, place of the signature, or other circumstances unambiguously indicate that the signature was made for a purpose other than indorsement. For the purpose of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument.

(b) "Indorser" means a person who makes an indorsement.

(c) For the purpose of determining whether the transferee of an instrument is a holder, an indorsement that transfers a security interest in the instrument is effective as an unqualified indorsement of the instrument.

(d) If an instrument is payable to a holder under a name that is not the name of the holder, indorsement may be made by the holder in the name stated in the instrument or ~~in the holder's name or both~~, **but signature in both names may be required by a person paying or taking the instrument for value or collection.**

4) **Sec. 3-205. Special indorsement; blank indorsement; anomalous indorsement.**

(b) If an indorsement is made by the holder of an instrument and it is not a special indorsement, ~~it is a~~ **"blank indorsement". When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone with specialty indorsed.**

I. RELEVANT LAW (CON'T.)

5. Uniform Commercial Code, 810 ILCS 5, Article 3. Negotiable Instruments (con't.)

a. PART 2. Negotiation, Transfer and Indorsement (con't.)

4) **Sec. 3-205. Special indorsement; blank indorsement; anomalous indorsement (con't.)**

(c) **The holder may convert a blank indorsement that consists only of a signature into a special indorsement by writing, above the signature of the indorser, words identifying the person to whom the instrument is made payable.**

b. PART 3. Enforcement of Instruments

1) Sec. 3-301. Person entitled to enforce instrument.

"Person entitled to enforce" an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder,

2) **Sec. 3-302. Holder in due course.**

(a) Subject to subsection (c) and Section 3-106 (d), "holder in due course" means the holder of an instrument if:

(1) **the instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity,** and

(2) **the holder took the instrument (i) for value, (ii) in good faith, (iii) without notice that the instrument is overdue or has been dishonored or that there is an uncured default with respect to payment of another instrument issued as part of the same series**

(c) Except to the extent a transferor or predecessor in interest has rights as a holder in due course, **a person does not acquire rights of a holder in due course of an instrument taken (i) by legal process or by purchase at an execution, bankruptcy, or creditor's sale or similar proceeding,**

I. RELEVANT LAW (CON'T.)

6. “Rule 63, CANON 3, A Judge Should Perform the Duties of Judicial Office **Impartially and Diligently [emphasis added]**

A. Adjudicative Responsibilities

(8) **A judge shall perform judicial duties without bias or prejudice.**

B. Administrative Responsibilities

(3) **A judge having knowledge of a violation of these canons on the part of a judge or a violation of Rule 8.4 of the Rules of Professional Conduct on the part of a lawyer shall take or initiate appropriate disciplinary measures.”**

7. Rule 137. Signing of Pleadings, Motions and Other Papers—Sanctions **[emphasis added]**

a. “The signature of an attorney or party constitutes a certificate by him that he has read the pleading, motion or other paper; that to the best of his knowledge, information, and belief formed after reasonable inquiry it is well grounded in fact and is warranted by existing law or a good-faith argument for the extension, modification, or reversal of existing law, and **that it is not interposed for any improper purpose”**

8. Illinois Rules of Professional Conduct Rule 8.4, Misconduct **[emphasis added]**

a. “(a) A lawyer shall not:

(1) **violate or attempt to violate these Rules;**

(2) induce another to engage in conduct, or give assistance to another's conduct, when the lawyer knows that conduct will violate these Rules;

(3) **commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;**

(4) **engage in conduct involving dishonesty, fraud, deceit or misrepresentation;”**

II. ARGUMENT – CRITICAL LAW

1. The matter of critical importance is that Plaintiffs with Notes converted to “bearer paper” by the “securitization” process of an endorsement to “blank” cannot elect to file a Complaint under the Illinois Mortgage Foreclosure Law.

2. Over the past 10-15 years, most Notes have been securitized to trusts that are “mortgage-backed security” trusts, not land trusts, as in this instant action, or to the Mortgage Electronic Registration System (“MERS”), when the securitized notes are not real estate installment contracts.

3. Therefore, no circuit court in Illinois had jurisdiction of any securitized/endorsed to “blank” foreclosure Complaint that elected to enforce the security under the Illinois Mortgage Foreclosure Law.

4. Therefore, any/all Judgments for Foreclosure and Sale that have been granted in Illinois based on endorsements to “blank” are wrongful foreclosures, as a matter of law.

VII. ARGUMENT – CLASS 4 FELONY OF “LOAN FRAUD”

1. The Defendant again notifies the 3rd Appellate Court under Misprision of Felony of the Class 4 Felony having been committed in this instant action culminating in the criminal sale of the property in this instant action on July 20, 2011.

2. The Defendant filed the Emergency Motion for Stay of Judgments Pending Appeal Pursuant to Rule 305 (“Emergency Motion for Stay”) with extensive Exhibits submitted under Section 1 109 certification that clearly documented the many misrepresentations and false documents by the Plaintiff’s alleged counsel, that violated Rule 8.4 of the Code of Professional Conduct and Rule 137.

3. Also included in those Exhibits was extensive documentation of the many Rule 63 violations of the 12th Circuit Court judges, Judge Rossi and Judge Siegel.

4. The Plaintiff Motion for Summary Judgment and Judgment for Foreclosure and Sale were granted based on:

a. Continual Rule 8.4 and Rule 137 violations by the Plaintiff’s alleged counsel, Pierce & Associates and Dykema Gossett, per the many false pleadings, exhibits and statements in hearings per the thousands of pages of the record and the more than 400 pages of Reports of Proceedings,

b. Judicial bias that accepted the many false pleadings, exhibits and statements in hearings by the Plaintiff’s alleged counsel that were directly contradicted by Exhibits submitted by the Defendant under Section 1 109 Certification,

III. ARGUMENT – CLASS 4 FELONY OF “LOAN FRAUD”

4. The Plaintiff Motion for Summary Judgment and Judgment for Foreclosure and Sale were granted based on (con't.):

c. ~~Courtesy copies that had not been recorded with the Circuit Court~~
nor served upon the Defendant before the Court granted them,

d. Misrepresentation from the filing of the initial Complaint, when Pierce & Associates was hired by the servicer, not by the Plaintiff, and

e. Denial of the Defendant's right to due process under the law for denying two Motion to Compel Production of the original Mortgage, which was never produced in open court, and the contracts where either Pierce & Associates or Dykema Gossett were retained by the Plaintiff.

5. At no time did the Plaintiff's alleged counsel verify the Complaint and neither Circuit Court Judge Rossi nor Judge Siegel required such a certification.

6. Circuit Court Judge Rossi failed to sign a certificate of personal knowledge of the out-of-state affiant of the two Affidavits of Prove-Up with no Affidavit of Attorney Fees ever recorded with the Circuit Court or served upon the Defendant.

7. The 3rd Appellate Court Justices violated Rule 63 CANON 3, "A Judge Should Perform the Duties of Judicial Office Impartially and Diligently", by their blatant bias in failing to address the critical matter of law relative to securitized mortgage-backed notes

III. ARGUMENT – CLASS 4 FELONY OF “LOAN FRAUD” (CON’T.)

8. Of critical importance, the 3rd Appellate Court Justices violated Rule 63 Section B (3) by failing to “take or initiate appropriate disciplinary measures” against Judge Rossi and Judge Siegel for their many Rule 63 violations as submitted in the Motion for Stay with extensive supporting Exhibits submitted under Section 1109 Certification.

9. Of critical importance, the Justices violated Rule 63 Section B (3) by failing to “take or initiate appropriate disciplinary measures” against the Plaintiff’s two alleged law firms, Pierce & Associates and Dykema Gossett and their individual attorneys, for the Rule 137 violations as submitted in the Emergency Motion for Stay with extensive supporting Exhibits submitted under Section 1109 Certification:

IV. CONCLUSION

1. As the Appellate record shows, Defendant repeatedly submitted to the 3rd Appellate Court Justices the lack of the Circuit Court jurisdiction under the Illinois Mortgage Foreclosure Law, because the Plaintiff's trust is not a land trust, to grant a Judgment for Foreclosure and Sale, as a matter of law:

- a. In the Appeal,
- b. In the Response to the Motion to Dismiss,
- c. In the Emergency Motion for Stay,
- d. In the Reply to the Plaintiff's Objection to the Emergency Motion for Stay, and
- e. In the Petition for Rehearing.

2. The Defendant was served with alleged orders with no "wet ink" signatures by any of the 3rd Appellate Court Justices or even by the Clerk of the 3rd Appellate Court. In fact, there was not even an alleged order to grant or deny the Emergency Motion for Stay at all.

3. In those alleged orders, the 3rd Appellate Court Justices failed to address in an opinion the lack of jurisdiction of the Circuit Courts for any Complaint regarding a Note that was converted to "bearer paper" by an endorsement to "blank".

IV. CONCLUSION (CON'T.)

4. The Defendant also repeatedly submitted pleadings to the 3rd Appellate Court supported by extensive Exhibits under Section 1109 Certification regarding the *commission of a Class 4 Felony under the Illinois Financial Crime Law.*

a. Rule 63 violations by the two 12th Judicial Circuit Court judges Rossi and Siegel,

b. Rule 137/Rule 8.4 violations/Fraud upon the Circuit Court/Fraud upon the 3rd Appellate Court by Pierce & Associates and its several attorneys, and

c. Rule 137/Rule 8.4 violations/Fraud upon the Circuit Court by Dykema Gossett and its attorneys.

5. By its own violations of Rule 63 that states “shall take or initiate appropriate disciplinary measures”, where “shall” means “must”, the 3rd Appellate Court Justices have become accessories to the Class 4 Felony of “loan fraud”, since the property in this instant action was criminally sold on July 20, 2011, when:

a. The Circuit Court had no jurisdiction to grant the Judgment of Foreclosure and Sale,

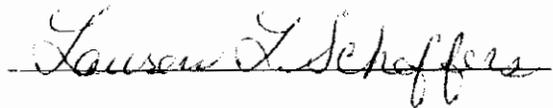
b. While this case was “on appeal”, and

c. The sale was the culmination of the Class 4 Felony of “loan fraud” under the Illinois Financial Crime Law, subject to the confirmation of that sale, which the Circuit Court docket does not indicate as having occurred per the Circuit Court docket.

IV. CONCLUSION (CON'T.)

In conclusion, the Defendant prays that this Court will grant this Petition for a *Certificate of Importance pursuant to Rule 316* as a matter of critical importance to all of the property owners of Illinois who have been victims of wrongful foreclosures and submit this instant action to the Illinois Supreme Court, as a matter of law.

Respectfully submitted,



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
H 630-305-3401

CERTIFICATE OF COMPLIANCE

I certify that this Petition for Certificate of Importance Pursuant to Rule 316 Brief conforms to the requirements of Supreme Court Rules 341 (a), (b), and (c). The length of this brief, excluding the Appendix, is 13 pages.



STATE OF ILLINOIS
THIRD DISTRICT APPELLATE COURT



GIST FLESHMAN
Clerk of the Court
815-434-5050

1004 Columbus Street
Ottawa, Illinois 61350
TDD 815-434-5068

11/10/11

11/10/11

Ms. Lauren Lee Scheffers
1305 Morningstar Ct.
Naperville, IL 60564

RE: General No. 3-11-0476
Circuit Court No. 09CH3797
County of Will
Deutsche Bank National v. Scheffers, Lauren L.

The Court has this day entered in the above entitled cause the
following order:

Appellant's Petition for Certificate of Importance
is DENIED.

Mick Fleshman

GIST FLESHMAN, Clerk
Appellate Court
Third District

cc: Mr. Michael R. Kemock
Mr. Robert J. Weisinger

**NO
SIGNED
ORDER**

**ROB--
SIGNED INK
STAMP**

**NO
JUSTICES
INVOLVED
AT ALL?**

GROUP EXHIBIT 7

DEFENDANT CERTIFICATION - ANSWER AND COUNTER-COMPLAINT

Under penalties as provided by law pursuant to Section 1109 of the Code of Civil Procedure (735 ILCS 5/1109) from Ch. 110, par. 1109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes the same to be true.

Lauren L. Scheffers

Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

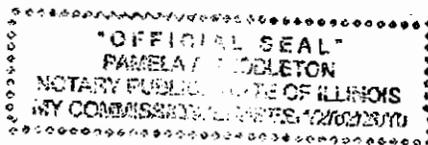
Nov 13, 2009
Date

Sworn to and subscribed before me this the 13 day of November, 2009.

Pamela A. Middleton

My Commission Expires:

12/02/10



3. Complaint paragraph 3, sections (a) - (i): The Defendant admits the allegations that the data appears to match the recorded Document No. R2004016477.

(a) The Defendant clarifies that the Mortgage Note is a Fixed Rate Note at 7.990% with monthly payments of principal and interest of \$1315.86 with no prepayment penalty per Plaintiff Exhibit B.

(e) Although the Settlement of this Mortgage did not occur until December 31, 2003 (see attached Exhibit: E-SO44a), the Defendant received a RESPA notice (see attached Exhibit: E-SO25A) that "the servicing of your mortgage loan, that is, the right to collect payments from you is being assigned, sold or transferred from Town and Country Credit Corp to Ameriquest Mortgage Company effective December 18, 2003."

(f) If any Assignment of the Mortgage/Deed from Town and Country Credit Corp. also occurred on December 18, 2003, such an Assignment of the Mortgage/Deed would have been before the Settlement date of December 31, 2003 and, therefore, the Assignment of the Mortgage/Deed and all subsequent Assignments of the Mortgage/Deed are legally unenforceable contracts. **CRITICAL**

4. Complaint paragraph 3, section (j): The Defendant has no basis to either admit or deny the allegations, "Capacity in which Plaintiff brings this suit: Plaintiff is the agent for the holder of the Mortgage and Note", but the Defendant requires strict proof of that agency status.

(a) The Defendant denies that the Plaintiff has any legal standing, whatsoever, to file a foreclosure action as "trustee for the holder of the Mortgage and Note".

(b) The Defendant clarifies that even if the Plaintiff has possession as Holder of the Original Mortgage and Mortgage Note with Defendant initials and signatures, the Plaintiff has no legal standing as Real Party in Interest as the Mortgage Owner or the Mortgage Note Owner, if different, or as an agent for the Mortgage Owner or the Mortgage Note Owner, if different, by Power of Attorney or by corporate resolution to seek any Court finding relative to this property.

(c) The Defendant denies that the Mortgage and the Note were assigned from Town and Country Credit Corp. to Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1. **ABSOLUTELY CRITICAL**

(d) The Defendant denies that the Mortgage and the Note were reported to the Securities & Exchange Commission (SEC) for Ameriquest Mortgage Securities Trust, 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1. **CRITICAL**

(e) The Defendant denies that the Plaintiff represents the holder of the Mortgage and Note on the grounds that the Plaintiff failed to submit copies of the requisite signatures on the Note with Plaintiff Exhibit B to demonstrate Note Holder status and failed to submit copies of the Mortgage with "Original". **ABSOLUTELY CRITICAL**

(f) The Defendant requires strict proof that the Plaintiff possesses the original Mortgage and the original Mortgage Note with the Defendant's handwritten signatures and initialed pages on them, as well as the handwritten signatures of Town and Country on the back of the Mortgage Note that assign the Mortgage/Deed to Ameriquest

MOTION TO COMPEL DENIED

Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1.

5. Complaint paragraph 3, section (k): The Defendant admits that the legal description of the property is accurate. However, the Defendant clarifies that "1305 Morning Star Court" is not the legal address. The United States Postal Service requires "1305 Morningstar Court" (see attached Exhibit: E-2009/09/14 mailing address).

6. Complaint paragraph 3, section (l): The Defendant denies the allegations regarding the amounts due on the grounds that the Mortgage and Mortgage Note were discharged in the Defendant's Chapter 7 Bankruptcy Case No. 09-02917 that was filed on January 30, 2009 and closed on May 5, 2009.

(a) The Mortgage and Mortgage Note, as submitted as Plaintiff Exhibits A and B, were discharged under the terms of that Chapter 7 Bankruptcy (see attached Exhibits: E-2009/01/30 and E-2009/05/05.1).

(b) The Defendant admits that the last Mortgage payment made for this Mortgage was for October 2008. The Defendant admits that the Mortgage was in default for November and December of 2008, as well as for January of 2009, prior to the January 30, 2009 filing of the Chapter 7 Bankruptcy.

(c) The Defendant clarifies that the Plaintiff did not initiate Foreclosure proceedings from November of 2008 until this case was filed on August 26, 2009. For that entire 10 months and ongoing through transfer of the deed to the property to another owner at some unknown future date, the Defendant remains liable and incurs ongoing financial damage and credit reporting damage for unpaid real estate taxes, property insurance, property/yard maintenance, and any existing or future City of Naperville code violations (see attached Exhibits: E-2009/10/12.1 and 12.2 and E-2009/10/15.1 and 15.2).

7. Complaint paragraph 3, section (m): The Defendant questions the allegation that the Defendant is present owner of said premises. Since the Mortgage and Mortgage Note have already been discharged in a Chapter 7 Bankruptcy, the Defendant must get approval from the unknown Real Party in Interest to sell the property. Therefore, the Defendant clearly does not possess critical ownership rights to said premises.

(a) Also, per the definitions on Pages 1-2 of the Mortgage, as submitted in Plaintiff Exhibit A, the Defendant is simply the Borrower who signed a promissory Note for a Loan with no consideration received from the Lender:

NO CONTACT

BORROWER	Lauren L. Scheffers, Divorced and not since Remarried
MORTGAGOR	Borrower
LENDER	Town and Country Credit Corp
MORTGAGEE	Lender is the mortgagee under this Security Instrument
NOTE	Promissory note signed by Borrower on December 18, 2003
LOAN	Debt evidenced by the Note

(b) Additionally, the section, Transfer of Rights in the Property, on Page 3 of the Mortgage, as submitted in Plaintiff Exhibit A, states, "For this purpose, Borrower does

hereby mortgage, grant and convey to Lender and Lender's successors and assigns, the following described property (legal description of property)."

8. Complaint paragraph 3, section (n): The Defendant has no basis to either admit or deny the allegations related to non-record claimants to the Mortgage and Mortgage Note, but the Defendant requires strict proof of all non-record claimants from December 18, 2003 to present date, including an explanation as to why they are not recorded claimants.

(a) The Defendant points out that if Plaintiff is unable to provide the Court with a legally enforceable Assignment of the Mortgage/Deed from December 18, 2003 to the Plaintiff as Assignee, the Plaintiff has no legal standing related to this property and the Plaintiff and Plaintiff's attorneys perpetrated a Fraud upon this Court with such a filing.

9. Complaint paragraph 3, section (o): The Defendant denies the allegation that the Defendant is personally liable for deficiency due to the prior discharge of this Mortgage and Mortgage Note in the Chapter 7 Bankruptcy closed on May 5, 2009. This Complaint should not have included such a paragraph.

10. Complaint paragraph 3, section (p): The Defendant denies the allegations on the grounds that this is a frivolous lawsuit, since the Plaintiff has submitted no evidence to demonstrate even Note Holder status, let alone legal standing as Real Party in Interest as the Mortgage Owner or the Mortgage Note Owner, if different, or as an agent for the Mortgage Owner or the Mortgage Note Owner, if different, by Power of Attorney or by corporate resolution.

(a) The Defendant also denies the allegations on the grounds that costs and fees and advances were already included in Complaint paragraph 3, section (l) that related to the Mortgage and Mortgage Note that were discharged in the Chapter 7 Bankruptcy closed on May 5, 2009.

11. Complaint paragraph 4: The Defendant denies the allegations regarding "Unknown Owners and non Record Claimants, If Any", on the grounds that no inquiry was done. Specifically, Plaintiff's attorneys, Pierce & Associates, states, "That the name of each of such persons is unknown to the Plaintiff and on diligent inquiry cannot be ascertained".

(a) Since the Plaintiff is Trustee for the benefit of the certificate holders for an Ameriquest Mortgage Securities Trust, it appears that Ameriquest Mortgage Securities is a non record claimant, in violation of the Illinois Conveyances Act.

(b) Per a RESPA correction letter dated 09/14/2007 as received by the Defendant from CitiResidential Lending, as prior servicer (see attached Exhibit: E-2007/09/14A), "The creditor to whom you owe this debt is AMC Mortgage Services, Inc." It appears that AMC Mortgage Services, as separate from Ameriquest Mortgage Company, is a non record claimant, in violation of the Illinois Conveyances Act.

(b) Per a RESPA correction letter dated 10/23/2007 as received by the Defendant from CitiResidential Lending, as prior servicer (see attached Exhibit: E-2007/10/23B), the creditor to whom the debt was owed was corrected to be Ameriquest Mortgage Securities, Inc. Asset Backed Pass Through Certificates Series 2004-R1. Yet there was no Assignment recorded with the Will County Recorder at that time, in violation of the Illinois Conveyances Act.

ABSOLUTELY FRIVOLIOUS

CUTICK

→ DOWNS HOLDING

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12. Complaint paragraph 5: The Defendant denies the allegations on the grounds that the Mortgage and Mortgage Note were discharged in the Chapter 7 Bankruptcy that closed on May 5, 2009. The Complaint should not have included such a paragraph.

13. Complaint paragraph 6: The Defendant denies the allegation on the grounds that the property is the Defendant's home.

(a) Additionally, the Defendant denies that the Plaintiff has legal standing as Real Party in Interest as the Mortgage Owner or the Mortgage Note Owner, if different, or as an agent for the Mortgage Owner or the Mortgage Note Owner, if different, by Power of Attorney or by corporate resolution to request any Court decisions related to the property.

(b) The Defendant also denies the request, "That should the subject property be vacant", on the grounds that the Plaintiff has no legal standing to make that determination of vacancy without trespassing and that the request does not include the request as a stated request, but is only stated as a supposition for a future action.

14. Complaint paragraph 7: The Defendant denies the request on the grounds that the request does not include the request as a statement of fact, but only as a supposition for future action. Also, this is a duplicate of Plaintiff Request 6 below and should not have been included as a Complaint paragraph.

PLAINTIFF REQUESTS

CRITICAL

1. Plaintiff Requests 1-7: The Defendant denies all Plaintiff Requests on the grounds that the Plaintiff has no legal standing as Real Party in Interest as the Mortgage Owner or the Mortgage Note Owner, if different, or as an agent for the Mortgage Owner or the Mortgage Note Owner, if different, by Power of Attorney or by corporate resolution.

(a) The Defendant specifically denies Plaintiff Request 2 on the grounds that the Plaintiff had no legal standing to file this frivolous lawsuit, so all related attorney fees, costs and expenses are the responsibility of the Plaintiff.

(b) The Defendant specifically denies the two allegations in Complaint Paragraph 3, section (l) and section (p) and Plaintiff Request 2 for attorney fees, costs, and expenses on the grounds that the Plaintiff's attorneys, Pierce & Associates, were retained by the Plaintiff for two different legal actions relative to this Mortgage and Mortgage Note against the Defendant with prior fees, costs, and expenses included with the Mortgage and Mortgage Note that were discharged in the Chapter 7 Bankruptcy.

(c) If the court awards any attorney fees, costs, or expenses to the Plaintiff, a detailed accounting as to what those amounts were for and how they were allocated between the two legal actions must be strict proof.

(d) The Defendant specifically denies Plaintiff Request 4 on the grounds that the Mortgage and Mortgage Note were discharged in a Chapter 7 Bankruptcy proceeding. Again, this Complaint Request should not have included such a paragraph.

(d) The Defendant specifically denies Plaintiff Requests 5-6 on the grounds that neither request is a stated request, but is only stated as a supposition for a future action.

AFFIRMATIVE DEFENSES AND COUNTER-COMPLAINT

1. Affirmative Defense 1: The Plaintiff has failed to demonstrate legal standing as the Real Party in Interest as the Mortgage Owner and the Mortgage Note Owner, if different, or as an agent for the Mortgage Owner and the Mortgage Note Owner, if different, based on a Power of Attorney or corporate resolution.

CRITICAL] d

(a) In an effort to eliminate frivolous and/or fraudulent Foreclosure lawsuits, Judges in Summit County, Ohio have ordered requirements that any Plaintiff must submit as a prerequisite to filing a Foreclosure action with a Complaint (see attached Exhibits: E-001.1-1.3)

(1) A preliminary judicial report and

(2) A Certificate of Readiness (see attached Exhibits: E-002.1-2.3) signed by the Counsel for the Plaintiff, including the statement, "The Plaintiff is the owner of the note and mortgage upon which the complaint is founded and as verified within the preliminary judicial report."

(b) The Plaintiff has failed to submit to the Court any Exhibit to demonstrate legal standing to Foreclose that is legally enforceable under the Assignment recording requirements of the Illinois Conveyances Act.

2. Affirmative Defense 2: Per numerous legal documents filed by the Plaintiff's law firm, Pierce & Associates, it appears that the Plaintiff's law firm has filed fraudulent documents regarding which, if any, of its clients is the Real Party in Interest related to this Mortgage and Note.

] d

(a) Per the Complaint filed with this Court, the Plaintiff is: Deutsche Bank National Trust Company, as Trustee in Trust for the Benefit of the Certificate Holders for Amerquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-41 (see attached Exhibit: E-DB2009/08/26.1A)

✶

(b) Per the Workout Options paragraph on the included page that was delivered to the Defendant with the Summons: Call your mortgage company American Home Mortgage Servicing, Inc. as Successor in Interest to Option One... (see attached Exhibit: E-DB2009/08/26.3A)

✶

(c) Per the April 17, 2009 filing of the Motion to Modify the Automatic Stay with the United States Bankruptcy Court (see attached Exhibits: E-2009/04/17.1-3.C), Plaintiff's law firm, Pierce & Associates, stated that the Creditor was: American Home Mortgage Servicing, Inc., as successor in interest to Option One Deutsche Bank National Trust Company, as Trustee in trust for the benefit of the Certificateholders <sic> for Amerquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1.

(d) Yet, within that same Motion, Point 2 states: American Home Mortgage Servicing, Inc. holds the first mortgage lien on the Property located at 1305 Morningstar Court, Naperville, IL (see attached Exhibit: E-2009/08/17.1C)

✶

(e) The Plaintiff's law firm, Pierce & Associates, has filed equivalent fraudulent motions and recorded documents in relation to Defendant's Aurora property

(l) The Plaintiff's law firm, Pierce & Associates, had Defendant's bankruptcy attorney call Defendant at 6:48 a.m. on March 13 (see attached Exhibits: E-2009/03/13 (6:48 a.m.) and E-2009/03/13 (6:55 a.m.)), specifically so that Defendant would not appear at the hearing regarding the Motion to Modify the Automatic Stay (see attached Exhibits: D-2009/02/11.3-4) due to the e-mail to Pierce & Associates specifically questioning whether stating that JPMC Specialty Mortgage LLC actually held the first mortgage lien "constituted fraud" (see attached Exhibits: E-2009/03/12.1A).

NOTE: Pierce & Associates subsequently created, signed, notarized, and recorded an Assignment to JPMC Specialty Mortgage before filing the foreclosure for the Aurora property in the 18th Circuit Court in DuPage County.

(1) See the equally fraudulent recorded Assignments (see attached Exhibits: E-RDDP2009-003100 and E-RDDP2009/076293)

(2) See the major differences in the Summons/Complaint for the Aurora foreclosure (see attached Exhibits: D-2009/08/01A-B) vs. the Summons/Complaint for this Will County that makes no reference to a bankruptcy discharge

(3) See the numerous different statements as to Real Party in Interest for the Aurora property, just as Pierce & Associates has made for this property.

3. Affirmative Defense 3: Per the American Home Mortgage Servicing, Inc. (AHMSI) online secure message center, its customer service personnel appear to be equally confused as to who is the Note Owner, but clearly indicate the AHMSI is neither the Note Owner nor the Note Holder.

(a) Per AHMSI's reply to Defendant's questions (Is AHMSI the note holder? Is AHMSI the note owner? Is AHMSI the debt collector hired by the note owner? Is AHMSI the debt collector hired by the note holder?) on 08/26/2009 at 11:14:10: "Your concerns should be directed to the original mortgage lender, as AHMSI is **only the current servicer of your loan**. Our records indicate that the original mortgage lender was Town and Country Credit Corporation and can be contacted at following last known address of 2010 Main Plaza, Suite 800, Irvine, CA 92614." (see attached Exhibit: E-AH5.5)

(b) Yet, per AHMSI's subsequent reply, a month later, on 09/22/2009 at 12:00:58, "Please be advised, the owner and note holder of the loan is as follows:

AMSI 2004-R1
Deutsche Bank
C/O American Home Mortgage Servicing, Inc.
1761 East St. Andrew Place
Santa Ana, CA 92705" (see attached Exhibit: E-AH6.3)

NOT DE NATIONAL TRUST

(c) However, it appears that AHMSI indicated a totally different owner/note holder than the Plaintiff in this case, Deutsche Bank vs. Deutsche Bank National Trust Company.

4. Affirmative Defense 4: Per the Prospectus Supplement for the specified Amerquest Trust dated February 3, 2004 (To Prospectus dated February 3, 2004) that is publicly available at: <http://www.sec.gov/Archives/edgar/data/1102913/000088237704000226/d203026.txt>, the Plaintiff has violated The Illinois Conveyances Act (765 ILCS 5/28) as stated:

Sec. 28. Deeds, mortgages, powers of attorney, and other instruments relating to or affecting the title to real estate in this state, shall be recorded in the county in which such real estate is situated; but if such county is not organized, then in the county to which such unorganized county is attached for judicial purposes.

No deed, mortgage, assignment of mortgage, or other instrument relating to or affecting the title to real estate in this State may include a provision prohibiting the recording of that instrument, and any such provision in an instrument signed after the effective date of this amendatory Act shall be void and of no force and effect. (Source: P.A. 89-166, eff. 7-19-95.)

(a) Page S-66: **The Depositor will not cause to be recorded any Assignment which relates to a Mortgage Loan in any jurisdiction (except with respect to any mortgage loan located in the State of Maryland) unless such failure to record would result in a withdrawal or a downgrading by any Rating Agency of the rating on any class of Certificates; provided, however, upon the occurrence of certain events set forth in the Pooling and Servicing Agreement, each such assignment of mortgage will be recorded, or submitted for recording by the Seller, at the Seller's expense (or, if the Seller is unable to pay the cost of recording the assignments of mortgage, such expense will be paid by the Trustee, which expense will be reimbursed by the Trust) as set forth in the Pooling and Servicing Agreement (see attached Exhibit: DBT07.1).**

5. Affirmative Defense 5: Per the Prospectus Supplement dated February 3, 2004 (To Prospectus dated February 3, 2004), the Plaintiff has failed to supply to the Court an assignment of the mortgage in recordable form endorsed in blank without recourse from the Seller to the Plaintiff.

(a) Page S-66: The Depositor will deliver to the Trustee (or to a custodian on the Trustee's behalf) with respect to each Mortgage Loan (i) the mortgage note endorsed without recourse in blank to reflect the transfer of the Mortgage Loan, (ii) the original mortgage with evidence of recording indicated thereon and (iii) **an assignment of the mortgage in recordable form endorsed in blank without recourse, reflecting the transfer of the Mortgage Loan (see attached Exhibit: DBT07.1).**

6. Affirmative Defense 6: Per the Prospectus Supplement dated February 3, 2004 (To Prospectus dated February 3, 2004), Amerquest Mortgage Company was the Seller and provided the information regarding the mortgages to the Trust. The Seller received Certificates different than the investors as partial consideration for the Mortgage Loans. The non-certificate consideration does not appear to have been specified.

(a) Page S-66: Amerquest Mortgage Company provided the information set forth in the following paragraphs. None of the Depositor, the Trustee, the Originators, the

Underwriters or any of their respective affiliates have made or will make any representation as to the accuracy or completeness of such information (see attached Exhibit: DB107.1).

(b) Page: S-66: Ameriquest Mortgage Company (sometimes referred to herein as "Ameriquest," the "Seller" or the "Master Servicer"), a Delaware corporation (see attached Exhibit: DB107.1).

CRITICAL

X

(c) Page S-42: The Class M-10 Certificates are not offered by this prospectus supplement. The Class CE, Class P and Class R Certificates are not offered by this Prospectus supplement and will be delivered to the Seller as partial consideration for the Mortgage Loans.

(d) Since there was no Assignment recorded with the Will County Recorder from Town & Country Credit to Ameriquest Mortgage Company, Ameriquest Mortgage Company had no legal standing to sell this Mortgage/Note to the Plaintiff. Therefore, the Plaintiff has no legal standing as Real Party in Interest to take any legal actions in relation to this Mortgage/Note.

ABSOLUTELY CRITICAL

X

7. Affirmative Defense 7: Per the Prospectus Supplement dated February 3, 2004 (To Prospectus dated February 3, 2004), the sole investor of the Offered Certificates on the Closing Date was the nominee of The Depository Trust Company. Said nominee has no authority to authorize the Trust to take any legal actions regarding foreclosure of the underlying mortgages.

ABSOLUTELY CRITICAL

X

(a) Page S-42: THE CERTIFICATES

alloy X

(1) The Offered Certificates will be sold by the Depositor to the Underwriters on the Closing Date.

NOT 2009!

(2) The Offered Certificates will initially be represented by one or more global certificates registered in the name of a nominee of The Depository Trust Company in minimum denominations of \$25,000 and integral multiples of \$1.00 in excess thereof. See "Description of the Certificates—Book-Entry Certificates" in this prospectus supplement.

NO INVESTOR

ABSOLUTELY CRITICAL

8. Affirmative Defense 8: Per the Prospectus Supplement dated February 3, 2004 (To Prospectus dated February 3, 2004), the investors who are certificate holders of the Trust have no recourse to authorize agency status to the Trust to initiate foreclosure actions.

← X

(a) Page S-16: THE CERTIFICATES ARE OBLIGATIONS OF THE TRUST ONLY.

The certificates will not represent an ownership interest in or obligation of the Depositor, the Master Servicer, the Seller the Originators, the Trustee or any of their respective affiliates. Neither the certificates nor the underlying Mortgage Loans will be guaranteed or insured by any governmental agency or instrumentality, or by the Depositor, the Master Servicer, the Seller, the Originators, the Trustee or any of their respective affiliates. Proceeds of the assets included in the trust will be the sole source of distributions on the Class A Certificates and the Mezzanine Certificates, and there will be no recourse to the Depositor, the Master Servicer, the Seller, the Originators, the Trustee

X

or any other entity in the event that such proceeds are insufficient or otherwise unavailable to make all distributions provided for under the Class A Certificates and the Mezzanine Certificates (see attached Exhibit: DBT03.1).

9. Affirmative Defense 9: Per the Prospectus Supplement dated February 3, 2004 (To Prospectus dated February 3, 2004), the Trust specifically notifies the investors that "Violations of certain provisions of these federal and state laws ... could result in the mortgagors rescinding such Mortgage Loans whether held by the trust or subsequent holders of the Mortgage Loans."

Y

(a) Page S-11: ~~The Mortgage Loans are also subject to federal laws, including:~~

(1) The Federal Truth-in-Lending Act and Regulation Z promulgated thereunder, which require certain disclosures to the borrowers regarding the terms of the Mortgage Loans;

(2) The Equal Credit Opportunity Act and Regulation B promulgated thereunder, which prohibit discrimination on the basis of age, race, color, sex, religion, marital status, national origin, receipt of public assistance or the exercise of any right under the Consumer Credit Protection Act, in the extension of credit;

(3) The Fair Credit Reporting Act, which regulates the use and reporting of information related to the borrower's credit experience;

(4) The Depository Institutions Deregulation and Monetary Control Act of 1980, which preempts certain state usury laws; and

(5) The Alternative Mortgage Transaction Parity Act of 1982, which preempts certain state lending laws which regulate alternative mortgage transactions.

(b) Page S-11: Violations of certain provisions of these federal and state laws may limit the ability of the Master Servicer to collect all or part of the principal of or interest on the Mortgage Loans and in addition could subject the trust to damages and administrative enforcement and could result in the mortgagors rescinding such Mortgage Loans whether held by the trust or subsequent holders of the Mortgage Loans.

X

10. Affirmative Defense 10: Per the Prospectus Supplement dated February 3, 2004 (To Prospectus dated February 3, 2004), the Trust specifies that the pool of mortgage loans is defined by the Closing Date and that Town & Country Credit is an affiliate of the Seller, not the Seller.

(a) Page S-4: THE MORTGAGE LOANS

Y On the Closing Date, the trust will acquire a pool of mortgage loans consisting of fixed-rate and adjustable-rate mortgage loans (the "Mortgage Loans"). The Mortgage Loans will have been originated by the Seller or the Seller's affiliate Town & Country Credit Corporation.

NOT THE SELLER

11. Affirmative Defense 11: Per the Prospectus Supplement dated February 3, 2004

(To Prospectus dated February 3, 2004), Ameriquest Mortgage Company represented that each Mortgage Loan sold to this Trust is in compliance with applicable federal and state laws and regulations.

(a) Page S-11: The Seller will represent that as of the Closing Date, each Mortgage Loan is in compliance with applicable federal and state laws and regulations. In the event of a breach of such representation, the Seller will be obligated to cure such breach or repurchase or replace the affected Mortgage Loan in the manner described in the prospectus. If the Seller is unable or otherwise fails to satisfy such obligations, the yield on the Class A Certificates and the Mezzanine Certificates may be materially and adversely affected.

2004
X

(b) Page S-66: The Seller will make certain representations and warranties as of the Closing Date as to the accuracy in all material respects of certain information furnished to the Trustee with respect to each Mortgage Loan (e.g., the Principal Balance and the Mortgage Rate). In addition, the Seller will represent and warrant, among other things that at the time of transfer to the Depositor: (i) the Seller has transferred or assigned all of its right, title and interest in each Mortgage Loan and the related documents, free of any lien; (ii) each Mortgage Loan complied, at the time of origination, in all material respects with applicable state and/or federal laws;

(c) Per the Exhibits submitted under Section 1109 certification by the Defendant (see December 17, 2003 dates on attached Exhibits E-SO160, E-SO162, and E-SO170 vs. December 16, 2003 closing date on attached Exhibit E-SO49 vs. application date required for December 11, 2003 closing for a different property on attached Exhibits E-D1108 and E-D1148), this Mortgage Loan, IF SOLD TO THIS TRUST AT ALL, was in direct violation of ~~numerous federal and state laws.~~

(1) Real Estate Settlement Procedures Act (12 U.S.C. paragraph 2601, et seq.) (see Affirmative Defense 21 below)

(2) Truth-In-Lending Act (15 U.S.C. paragraph 1601, et seq.) (see Affirmative Defense 22 below)

(3) Illinois Conveyances Act that requires all Assignments to be recorded with the Recorder of the appropriate County

(4) The Defendant questions whether Town and Country Credit Corp. was the mortgage broker or the Lender and whether Town and Country Credit Corp. had Illinois licenses to act in either capacity.

A
B

The Defendant points out that on the Settlement (see attached Exhibits: E-SO44a/b), Town and Country Credit Corp. is indicated as separate from the Lender as the Mortgage Broker. Yet, on the Mortgage document submitted as Plaintiff Exhibit A (see copy in attached Exhibit: E-DB2009/08/26C), Town and Country Credit Corp. is indicated as the Lender.

12. Affirmative Defense 12: The Defendant was required to pay the following predatory settlement costs, including multiple appraisal charges, to Town & Country:

2692.50	Loan Discount 1.5% (down to 7.99% per Exhibit B)
3255.00	Appraisal Fee

626.00	PROC
239.00	ADMIN
360.00	APP
<u>125.00</u>	PROP VAL FEE
4367.50	Decreased Cash to Borrower/Defendant to only \$9278.33 as Settlement Costs, not included in amount financed

The Defendant received no disclosure from Town & Country as to whether an additional Yield Spread Premium was paid to Town & Country Credit Corp by Ameriquest Mortgage Company (see attached Exhibits: E-SO45a/b with no date). The Defendant points out that Line 901 specifies daily interest rate from 12/18/2003 to 01/01/2004 vs. the Settlement specifying daily interest rate from 12/31/2003 to 01/01/2004 (see attached Exhibits: E-SO44a/b).

13. Affirmative Defense 13: Plaintiff failed to require Defendant to "pay immediately in full" per the terms of the Fixed Rate Note, as submitted in Plaintiff Exhibit B. Therefore, Defendant is not liable to the Note Holder for any costs and expenses in enforcing this Mortgage Note.

(a) Per the Mortgage Note, as submitted in Plaintiff Exhibit B, paragraph 6, section (E), "Payment of Note Holder's Costs and Expenses": "If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorney's fees."

14. Affirmative Defense 14: Plaintiff was unable to produce an Original copy of the Mortgage for submission to the Court as Plaintiff Exhibit A. Therefore, Defendant is not liable to the Plaintiff for any costs and expenses or other default actions stated in the Mortgage. **CRITICAL**

15. Affirmative Defense 15: Per Page 12 of the Mortgage, as submitted in Plaintiff Exhibit A, it states, "If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note Purchaser unless otherwise provided by the Note Purchaser."

(a) It appears that Note Purchaser is the Real Party in Interest, not the Note Holder.

16. Affirmative Defense 16: The Assignment recorded with the Will County Recorder, Document R2009031562 (see attached Exhibits: E-R2009031562A - B) is a case of prima facie fraud:

(a) Effective Date: 02/11/2009
Assignor: Town and Country Credit Corp.
Assignee: Deutsche Bank National Trust Company, as Trustee for, Ameriquest Mortgage Securities Inc. Ass-ct-Backed Pass-Through Certificates, series 2004-R1 under the Pooling and Servicing Agreement dated February 1, 2004

(b) The Effective Date of 12/31/2008 of the Assignment of the Mortgage/Deed from Town & Country Credit Corp. to the Plaintiff was more than 5 years after the Trust was closed on February 6, 2004 (see attached Exhibit: E-DBT01.5)

ABSOLUTELY CRITICAL

(b) As indicated above in Affirmative Defense 6 (b), Ameriquest Mortgage Company was the Seller to the Plaintiff. Yet, there is no Assignment recorded with the Will County Recorder from Town and Country Credit to Ameriquest Mortgage Company.

ABSOLUTELY CRITICAL

17. Affirmative Defense 17: By its own court actions with the April 17, 2009 filing of the its Motion to Modify the Automatic Stay (see attached Exhibits: E-2009/04/17.1-3 C), Plaintiff's law firm, Pierce & Associates filed legally flawed, likely fraudulent, documents with the United States Bankruptcy Court.

(a) The Motion to Modify the Automatic Stay, as submitted by the Plaintiff with the United States Bankruptcy Court, was a Fraud upon the Court, since the effective date of 12/31/2008 of the Assignment of the Mortgage/Deed to the Plaintiff was more than 5 years after the Trust was closed on February 6, 2004.

(b) It appears that neither the Plaintiff nor the Plaintiff's law firm, Pierce & Associates, recorded a Lis Pendens Bankruptcy with the Will County Recorder, in violation of the Illinois Conveyances Act.

(c) Point 3 of the Motion states, "The debt is based on a December 31, 2003, Mortgage and Note in the original sum of \$179,500.00."

(1) The Defendant points out that the Plaintiff's attorneys filed the stay order motion using the Settlement Date of December 31, 2003 (see attached Exhibit: E-SO44).

(2) The Defendant points out that the Plaintiff's attorneys filed this Complaint with an Unofficial Copy of the Mortgage, as submitted as Plaintiff Exhibit A, with a date of December 18, 2003, as specified in Defendant Answer paragraph 3 above.

(3) The Defendant points out that Defendant received a Joint Notification Letter/Notice of Assignment, Sale or Transfer of Servicing Rights, from Town and Country Credit Corp. to Ameriquest Mortgage Company, with a date of December 18, 2003 (see attached Exhibit: E-SO25A).

(4) It appears that the Mortgage and Mortgage Note securities were sold and the servicing was transferred before the actual December 31, 2003 Settlement Date. Therefore, it appears that all subsequent Assignments, recorded or non recorded, of the Mortgage/ Deed are legally unenforceable contracts.

ABSOLUTELY CRITICAL

18. Affirmative Defense 18: Per the recorded Document for the Assignment from Town & Country Lending Corp. to Plaintiff, there was no Consideration given (see attached Exhibit: E-RDWL2009-032562A). Therefore, there is no legally enforceable contract.

NO CONSIDERATION

19. Affirmative Defense 19: It appears that the Plaintiff, as a major financial institution, failed to routinely protect itself with Title Search insurance, thereby doing injury to itself. The Defendant had no part in such fraudulent Assignments and failure to record Assignments of Mortgage/Deed to prove legal standing as the Real Party in Interest as the Mortgage Owner or the

Mortgage Note Owner, if different, or as an agent for the Mortgage Owner or the Mortgage Note Owner, if different, by Power of Attorney or by corporate resolution.

20. Affirmative Defense 20: The Mortgage Note Paragraph 6, section (B), as submitted in Plaintiff Exhibit B (see copy in attached Exhibits: E-DB2009/08/26.1-2D), specifies the requirements related to Notice of Default. The Notice of Intent to Foreclose did not meet those Notice of Default requirements.

Critical

(a) Per the Mortgage Note paragraph 10, section "Transfer of the Property or a Beneficial Interest in Borrower", as submitted in Plaintiff Exhibit B, prior written consent by the Lender is required before any sale or transfer of all or any part of the property or any interest in it. The Defendant cannot sell the property without knowing the Real Party in Interest.

21. Affirmative Defense 21: In December of 2003, Town and Country Lending violated numerous requirements of the Real Estate Settlement Procedures Act (12 U.S.C. paragraph 2601, et seq.).

(a) Although the Defendant had closed two DuPage County refinances with Town and Country Lending on December 11, 2003 for Glen Ellyn property (rescinded) and December 18, 2003, and December 17, 2003 for Aurora property (see entire section of attached Exhibits: E-D00.1-7 for master list of the hundreds of documents received by Defendant), Town and Country Lending failed to send Defendant the requisite documents within 3 days of taking the mortgage application (see attached Exhibit: E-SO160 dated/mailed by USPS on December 17, 2003 for the December 18, 2003 close on Defendant's way home from work).

(b) The cover letter dated December 17, 2003, to the package clearly lists all of the documents that were included (see attached Exhibit: E-SO160)

(c) The refinance associate for Town and Country Credit Corp. specifically stated in an e-mail: "Also, in the next few days you will receive a packet from my corporate offices. They are RESPA Documents, which explains what is involved with a mortgage and will give you an example of a loan. PLEASE don't think that will be your loan because its <sic> not. Its <sic> just a dummy computer generated loan as an example." (see attached Exhibit: E-FC03.1) That package was not mailed until December 9, 2003 for the December 11, 2003 close and included Bait-and-Switch from a fixed rate mortgage to an adjustable rate mortgage for the December 11, 2003 close. Defendant rescinded that mortgage on December 17, 2003 (see attached Exhibit: E-D1133B)

22. Affirmative Defense 22: In December of 2003, Town and Country Lending violated numerous requirements of the Truth-In-Lending Act (15 U.S.C. paragraph 1601, et seq.)

(a) Although the Defendant had closed two DuPage County refinances with Town and Country Lending on December 11, 2003 for Glen Ellyn property (rescinded) and December 18, 2003, and December 17, 2003 for Aurora property (see entire section of attached Exhibits: E-D00.1-7 for master list of the hundreds of documents received by Defendant), Town and Country Lending failed to send Defendant the requisite documents within 3 days of taking the mortgage application (see attached Exhibit: E-SO160)

dated/mailed by USPS on December 17, 2003 for the December 18, 2003 close on Defendant's way home from work).

(b) The cover letter dated December 17, 2003, to the package clearly lists all of the documents that were included (see attached Exhibit: E-SO160)

23. Affirmative Defense 23: In December of 2003, Town and Country Lending perpetrated Appraisal Fraud (see attached Exhibit: E-TC30.1).

(a) Values of the properties per Town and Country:
3360 Lymfield Ct. Aurora, IL 60504 \$161,753 (AVM)
417 Dawn Ave., Glen Ellyn, IL 60137 \$269,500 (AVM)
1305 Morning Star, Naperville, IL 60564 \$230,000 (Robert Jewell) (see attached Exhibits: E-APPRW12.1-2),

(b) Value of the Will County Property per previous refinance on October 7, 2002: \$200,000 (see attached Exhibits: E-APPRW13.1-3), a 15 percent increase by Town and Country in 14 months. The prior 2002 appraisal for the Aurora property by an appraiser was \$119,000, a 36 percent increase in 14 months by Town and Country by a software program, so that no Private Mortgage Insurance nor property insurance/real estate tax escrow was required for a \$118,500 mortgage.

24. Affirmative Defense 24: The Plaintiff and its servicer, American Home Mortgage Servicing Inc. (AHMSI) have violated numerous laws:

(a) Accounting Fraud: Although the Mortgage and Note were discharged in the United States Bankruptcy Court on May 5, 2009, AHMSI continues to include the discharged amount in the Principal Balance for Loan Activity online (see attached Exhibits: E-AH1.1-2), for Current Loan Information online (see attached Exhibit: E-AH2), and its formal Payoff Statement (see attached Exhibits: E-2009/08/17.1-3)

(b) Accounting Fraud: No mortgagee, including the Defendant, has the ability to determine what additional charges have been applied to the account, because neither the Loan Activity online (see attached Exhibits: E-AH1.1-2) nor the Payoff Statement (see attached Exhibits: E-2009/08/17.1-3) displays an itemized list of non principal/interest transactions. The Loan Activity online display does not even have a column to display such amounts (see attached Exhibit: E-AH5.4)

(c) Violation of Section 6 of RESPA (12 U.S.C. 2605): On July 29, 2009, Defendant mailed AHMSI a Qualified Written Request with Signature Required proof of delivery #2307-1770-0000-0954-2380 (see attached Exhibits: E-QWRW11.1-1.7).

(1) AHMSI failed to provide Defendant with a written acknowledgment within 20 Business Days of receipt of the request (see attached Exhibits: E-QWRW11.9-10)

(2) AHMSI failed to provide Defendant with a written clarification regarding any dispute, not later than 60 days after receiving the request (see attached Exhibits: E-AH7.1-4)

(3) Defendant also sent a copy of the ~~Qualified Written Request via separate~~ e-mails to the Senior Partner, Denis Pierce, and Managing Partner, Andrew Nelson, of Pierce & Associates, law firm of record for AHMSI in the United States Bankruptcy Court (see attached Exhibits: E-QWRW11.8 and E-QWRW11.11). Defendant received a "Read Receipt" acknowledgment from Andrew Nelson (see attached Exhibit: E-QWRW11.12).

(d) Violation of United States Bankruptcy laws regarding "Collection of Discharged Debts Prohibited" (see attached Exhibit: E-2009/05/05.2) **ABSOLUTELY CRITICAL**

(e) Violation of the Fair Debt Collection Practices Act (FDCPA) by making numerous dueling phone calls related to the Discharged Debt (see attached Exhibits: E-AH3.1, E-AH4.1-2, and E-AH6.2), as well as a Grace Period Notice dated 07/01/2009 subsequent to the Discharged Debt on May 5, 2009 (see attached Exhibit: E-2009/07/01)

25. Affirmative Defense 25: Based on the many Exhibits submitted under Section 1109 certification by the Defendant, it should be apparent to this Court that the most critical Affirmative Defense is that the Defendant has submitted Exhibits of prima facie evidence of a Conspiracy to Commit Fraud on the part of Town and Country Lending, Ameriquest Mortgage Company, CitiResidential Lending in conjunction with Nationwide Title Clearing Company, American Home Mortgage Servicing Inc., Plaintiff/Deutsche Bank National Trust Company, and Plaintiff's attorneys, Pierce & Associates, to steal property that the Defendant personally designed/had built/purchased in 1984 (see attached Exhibit: E-APRW11)

(a) Given the clear evidence of the Plaintiff's failure to record the Assignment in 2003 or 2004 as required by the Illinois Conveyances Act, the Plaintiff has no legal standing, as the Real Party in Interest as the Mortgage Owner or the Mortgage Note Owner, if different, or as an agent for the Mortgage Owner or the Mortgage Note Owner, if different, by Power of Attorney or by corporate resolution. **ABSOLUTELY CRITICAL**

(b) The fraudulent Assignment of Mortgage/Deed from Town and Country Corp to the Plaintiff years after the Trust closed was an explicit creation of a fraudulent document to commit a Fraud upon the Court to make it appear that the Plaintiff had legal standing to foreclose that the Plaintiff clearly does not have.

26. Affirmative Defense 26: Equally important is the fact that the Plaintiff and its law firm have perpetrated a Fraud upon this Court related to this Mortgage/Note that likely extends to all past, current, and future foreclosure actions based on any Ameriquest Trust Prospectus that has the same provisions that clearly violate the Assignment recording requirement provisions of the Illinois Conveyances Act. ~~Yet, the Plaintiff and its attorneys, Pierce & Associates, hope that the Court will aid in the theft of the property from the Defendant.~~

If the Circuit Court fails to enforce the Illinois Conveyances Act, it becomes Accessory after the Fact to the fraudulent activities of the major foreclosure law firms in Illinois, such as Pierce & Associates and Codilis & Associates.

Per a map of the United States that indicates foreclosures (see attached Exhibit: E-FC00), the Chicago area has one of the highest foreclosure rates in the country.

Is that because the Illinois Circuit Courts, such as DuPage and Will Counties, are failing to require proof of legal standing as required by the Illinois Conveyances Act before awarding default foreclosure judgments against property-owners who cannot afford attorneys?

Just as the authorities ignored warnings about 9/11, Madoff (see attached Exhibits: E-SEC01.1-.3), and the Ft. Hood Killer, Defendant has attempted to report massive Foreclosure Fraud to the many following agencies/elected officials listed below with virtually no reply at all, not even a form letter acknowledgment:

1. Citi Residential Lending for its reported assembly line to create false Assignments as (see attached Exhibits: E-QWRW12.1-.7)
2. Nationwide Title Clearing Company, creator/notary of fraudulent Assignment for this property recorded with the Will County Recorder (see attached Exhibits: E-2009/07/24.1-.2, E-2009/08/05.1-.3, and E-2009/08/06.1-.3)
3. Taylor Bean Whitaker, requestor/recorder of fraudulent Assignment for this property recorded with the Will County Recorder (see attached Exhibits: E-2009/07/28.1-.3A and E-2009/07/28.1-.4B)
4. Pierce & Associates, Senior Partner, Denis Pierce (see attached Exhibits: E-2009-.07/29.1-.5)
5. Special Inspector General of TARP, SIGTARP (see attached Exhibits: E-2009/08/04.1-.12)
6. Phone calls to report fraudulent Assignments/foreclosures to multiple FBI offices related to the FBI raid of Taylor Bean Whitaker on August 3, 2009 (see attached Exhibit: E-TBW01 and related Will County Treasurer real estate tax notice in Exhibit: E-TBW02), including a signature-required packet of evidence that included a copy of the fax to SIGTARP (number 5 above) and the Amended Answer 1 to the DuPage County foreclosure, also based on fraudulent documents recorded with the DuPage County Recorder (see attached Exhibit: E-2009/09/08)
7. Will County (see attached Exhibits: E-2009/07/24.1-.3A)
8. Fraud complaint to Illinois (see attached Exhibits: E-2009/08/03.1-.2A)
9. Fraud notification to Illinois Senator Collins (see attached Exhibits: E-2009/10/01.1-.4)
10. Chicago office of SEC (see attached Exhibits: E-SEC2009/07/29 - E-SEC2009/07/30)
11. U.S. Department of Housing and Urban Development (HUD) OIG Hotline re: possible false advertising by Plaintiff's law firm, Pierce & Associates, "The U.S. Department of Housing and Urban Development (HUD) awarded the firm an exclusive contract to represent HUD on all assigned loans in foreclosure for the State of Illinois (see attached Exhibits: E-2009/09/15.1-.3)
http://www.aftv-pierce.com/piercecms/index.php?option=com_content&task=section&id=4&Itemid=77

NOTE: Defendant has already submitted extensive Exhibits under Section 1 109 certification for Case # 2009CH003066 in the 18th Judicial Circuit Court. Those Exhibits were submitted to support the following:

1. Conspiracy to commit fraud,
2. Pon zi scheme,
3. Civil racketeering, and
4. *Attorney malpractice for the filing of fraudulent foreclosure actions by Pierce & Associates and Codilis & Associates.*

The relevant Exhibits related to fraudulent court filings, motions, and Assignments will also be reported to the Attorney Registration and Disciplinary Committee (ARDC) for an investigation into fraudulent foreclosure lawsuits, specifically including Defendant's DuPage foreclosure and this Will County foreclosure.

Defendant's evidence of Foreclosure Fraud in both Will County and DuPage County will also be reported to the media, so that other property-owners do not have their properties stolen from them, as well.

WHEREFORE, DEFENDANT REQUESTS:

1. Defendant Request 1: A Judgment of Dismissal with Prejudice against the Plaintiff.
2. Defendant Request 2: An order to require Plaintiff to record a Mortgage Release with the DuPage County Recorder to allow Defendant quiet title to sell the property, since Plaintiff has no legal standing to approve or disapprove such a sale nor to receive payoff funds from a sale of the property.
3. Defendant Request 3: A Judgment against the Plaintiff for fees, costs, and expenses incurred by the Defendant, including 100+ research hours as required for a Pro Se defense.
4. *Defendant Request 4: Due to the inability of the Defendant to sell the property without the permission of the unknown Real Party in Interest, a Judgment against the Plaintiff for damages incurred by the Defendant for the property's unpaid 2008 real estate taxes plus penalties, as well as a pro-rated monthly amount for 11 months-to-date of 2009 ongoing.*

(a) Because real estate taxes cannot be discharged in a Chapter 7 Bankruptcy, the Defendant has ongoing damages to the Defendant's credit rating due to non-payment of 2008 and 2009 real estate taxes. The 2008 real estate taxes will be sold at the real estate tax auction in November. *2009 sold, now*
5. Defendant Request 5: Due to the inability of the Defendant to sell the property without the permission of the unknown Real Party in Interest, a Judgment against the Plaintiff for damages incurred by the Defendant related to any/all existing and ongoing

City of Naperville Code Requirements regarding possible code violations for any inspection failures with possible \$500/day fines.

6 Defendant Request 6: A Judgment to refund excess Settlement charges of \$4367.50 to the Defendant per Affirmative Defense 12 above.

7. Defendant Request 7: A Judgment for ongoing damages due to the damage to the Defendant's credit rating that has been harmed for the next decade by the Chapter 7 Bankruptcy. The Defendant has been consistently told that a Foreclosure is even more detrimental to the Defendant's credit rating than a bankruptcy. As a result, the Defendant cannot get any work at even a minimum wage rate vs. the Defendant's prior \$45/hour on W-2, if the job application process requires a credit check or a background check.

8. Defendant Request 8: An order to require Plaintiff to reimburse all Mortgage payments made by the Defendant from January 1, 2004 through October 31, 2008, since no legally enforceable Assignment of Mortgage/Deed occurred from the outset per Affirmative Defense paragraph 16 above. **CITICOR**

(a) The fixed monthly Mortgage payment, as submitted as Plaintiff Exhibit B, is \$1315.86/month for 12 months of 2004, 12 months of 2005, 12 months of 2006, 12 months of 2007, and 10 months of 2008, a total of 58 months times \$1315.86 for a total of \$76,319.88 paid by the Defendant to parties who had no legal standing to receive payment.

(b) It appears that no Assignee of the Mortgage/Deed, whether recorded or non-recorded, attempted to protect its own interests with a purchase of Title Insurance or Errors & Omissions Insurance. The Plaintiff did injury to itself.

9. Defendant Request 9: An order to impose punitive damages against the Plaintiff.

10. Defendant Request 10: An order to impose punitive damages against the Plaintiff's law firm, Pierce & Associates, for Attorney Malpractice.

(a) For the commission of a Fraud upon the United States Bankruptcy Court as discussed in Affirmative Defense 17, section (a) above.

(b) For commission of the Fraud upon this Court by knowingly filing a lawsuit on behalf of the Plaintiff in violation of the Illinois Conveyances Act, where minimal due diligence by the Plaintiff's attorneys, Pierce & Associates, would have demonstrated prior legal actions by Pierce & Associates related to this property in the United States Bankruptcy Court, as well as a fraudulent Assignment to the Trustee more than 5 years after the Trust closed as discussed in Affirmative Defense 16.

11. Defendant Request 11: An order to impose punitive damages against the servicer, American Home Mortgage Servicing Inc.

12. Defendant Request 12: An order to impose punitive damages against CitiResidential Lending in conjunction with Nationwide Title Clearing Company.

13. Defendant Request 13: An order to impose sanctions against the Plaintiff.

14. Defendant Request 14: An order to impose sanctions against the Plaintiff's attorneys for the many explicit acts of Attorney Malpractice, in their role as Officers of the Court, thereby impugning the integrity of this Court and the United States Bankruptcy Court.

(a) Plaintiff's website used to display an article, "Judge Sanctions Mortgage Servicer \$750,000", but it now requires login to see (see attached Exhibits: E-2009/08/02.1-3A and E-2009/08/02B)

15. Defendant Request 15: An order to impose sanctions against the servicer, American Home Mortgage Servicing Inc.

16. Defendant Request 16: A referral to the Illinois Attorney Registration and Disciplinary Commission to investigate the Plaintiff's law firm, Pierce & Associates, and the individual attorneys for Attorney Malpractice.

17. Defendant Request 17: A referral to the Special Attorney General of TARP, and any other state or federal governing bodies, related to the evidence of the fraudulent recorded Assignment of Mortgage/Deed document by CitiResidential Lending that had an effective date after the Trust had closed and the Mortgage and Mortgage Note were already in default.

18. Defendant Request 18: A referral to the Special Attorney General of TARP, and any other state or federal governing bodies, related to the evidence of Conspiracy to Commit Fraud by Town and Country Credit Corp., Ameriquest Mortgage Company, CitiResidential Lending in conjunction with Nationwide Title Clearing Company, Plaintiff/Deutsche Bank National Trust Company, and Plaintiff's attorneys, Pierce & Associates.

19. Defendant Request 19: Such other and further relief as the Court deems just as to the Court's discretion under the Unconscionability Doctrine, so that the Plaintiff and its attorneys do not profit from the many explicit failures to follow the Illinois Conveyances Act and explicit acts of fraudulent recording/filing of Assignments, foreclosure lawsuits, and motions evidenced herein.

The Exhibits submitted under Section 109 certification by the Defendant clearly indicate:

- CERTIFICATION**
1. Predatory mortgage practices by Town and Country Credit Corp and Ameriquest Mortgage Company in 2003 and
 2. Predatory foreclosure practices by the Plaintiff/Deutsche Bank National Trust Company, the Plaintiff's law firm, Pierce & Associates, CitiResidential Lending in conjunction with Nationwide Title Clearing Company, and American Home Mortgage Servicing, Inc. in 2008/2009.

The Defendant reserves the right to amend this Answer, including submission of additional Exhibits.

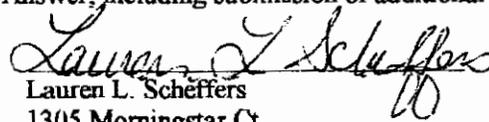

Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651
LaurenScheffers@yahoo.com

EXHIBIT CATEGORIES	EXHIBIT ID
Defendant Certification - Answer and Counter-Complaint	E-001
Summit County, OH Order	E-002.1-3
Summit County, OH Certificate of Readiness	E-003.1-3
Foreclosure Map	E-FC00
Recorded Documents-11DuPage	E-RDDP
E-RDDP2009-0031 00 DuPage Assignment	
E-RDDP2009-0762 93 DuPage Assignment	
Recorded Documents-Will Assignment	E-RDWI
E-RDWI2009-032562A	
T&C Dawn Mail Docs Master List	E-D00
T&C Dawn Mail Docs 12/06/2003	E-D1
T&C Dawn Mail Docs 12/09/2003	E-D2
T&C Dawn Close 12/11/2003	E-D11
T&C Dawn Close 12/18/2003	E-D18
T&C Duplex Mail Docs 12/16/2003	E-DU1
T&C Duplex Close 12/17/2003	E-DU
T&C Solar Mail Docs 12/17/2003	E-SO1
T&C Solar Close 12/18/2003	E-SO
T&C Refi E-Mails Master List	E-TC01
T&C Refi E-Mails - All 13 properties	E-TC
Documents/E-Mails in Date Order	E-YYYY/MM/DD
E-2002/10/09.1-2 Paid off \$111,719 vs. T&C refi \$196,000	
E-2002/10/31 \$160,000 on 10/31/02 vs. T&C refi \$196,000 on 12/18/03	
E-2007/09/14.1-2 Solar RESPA, AMQ to CitiResidential	
E-2007/10/23B CitiResidential RESPA correction - first mention of Deutsche Bank National Trust Company as owner	
E-2007/12/14 Amer iquest settlement	
E-2007/12/31 Amer iquest 1099-MISC	
E-2008/05/06 CitiResidential shutdown latter part of Q1 2009	
E-2008/12/02B Notice to foreclose solar	
E-2008/12/16 Citi mortgage bill	
E-2009/01/30 BK Schedule D/Creditors holding secured claims (CitiResidential)	
E-2009/02/11.1-4 11DuPage stay motion	
E-2009/03/05 BK Creditor Meeting	
E-2009/03/12.1-2A E-mail to Dana O'Brien of Pierce regarding FRAUD	
E-2009/03/13.1 AT&T phone bill w/6:48 a.m. return phone call to BK attorney	

EXHIBIT CATEGORIES

EXHIBIT ID

Documents/E-Mails in Date Order (con't.)

E-YYYY/MM/DD

- E-2009/03/13.2 6:55 A.M. E-mail sent to friend documenting the lie to not challenge legal standing in federal court
- E-2009/03/13B BK mtg and note not included
- E-2009/03/13.1-2C Judge Black court rules
- E-2009/03/16 BK mtg and note copies missing
- E-2009/03/18A BK still no mtg and note copies
- E-2009/03/18B Received PDF copies of mtg and note
- E-2009/03/18.1-2C Intent to file fraud charges
- E-2009/03/19 Request for \$100 Greenpath refund
- E-2009/03/20 Received \$100 refund
- E-2009/04/03.1-2 Judge Black Section 329 Hearing
- E-2009/04/09.1-2 Judge Black Amended Order
- E-2009/04/16.1-2B Deed in lieu
- E-2009/04/17B BK - Aurora Violations of Stay Order
- E-2009/04/17.1-3C AffMSI stay motion
- E-2009/04/17.1-2D AHMSI Notice of Motion
- E-2009/04/20.1-5A William Neary re. BK
- E-2009/04/20B BK Lscheffers motion to withdraw
- E-2009/04/20.1-3C
- E-2009/04/21 BK Court Docket w/Solar Stay Motion
- E-2009/04/21.1-3E Anti-BK
- E-2009/04/21.1-2E CBROWN NEVER RECEIVED
- E-2009/04/23.1-5A BK Bradley Waller, Trustee
Re: April 24 Section 329 Hearing
- E-2009/04/23E BK Bradley Waller
- E-2009/04/23F BK William Neary, US Trustee
- E-2009/04/24A AffMSI Order modifying stay
- E-2009/04/24B BK order motion to withdraw
- E-2009/04/28B Section 329 order to refund BK legal fees
- E-2009/04/29.1-5 E-mail summary of 4/24 court date
- E-2009/05/05.1-2 Chapter 7 Bankruptcy discharged

EXHIBIT CATEGORIES

EXHIBIT ID

Documents/E-Mails in Date Order (con't.)

E-YYYY/MM/DD

E-2009/06/05.1-2 E-mail to Attorney General

Consumer Fraud

E-2009/06/18 Read Receipt from Consumer
Fraud

E-2009/07/01 AH MSI Grace Period Notice,
2 months after BK discharge

E-2009/07/24.1-2 E-mail to Nationwide
Title Clearing

E-2009/07/24.1-3A E-mail to Will County

E-2009/07/28.1-3A E-mail to Taylor Bean
re: fraudulent Will County Assignment

E-2009/07/28.1-4B Autoreply from Taylor
Bean Whitaker

E-2009/07/29.1-5 E-mail to Senior Partner,
Denis Pierce, of Pierce & Associates re:
Fraudulent Will County Assignment

E-2009/07/31.1-4 E-mail from Attorney
General Consumer Fraud

E-2009/08/01.1-3A Chase summons
- DuPage property

E-2009/08/01.1-4B Chase complaint
- DuPage property

E-2009/08/02.1-3A E-mail w/copy from
Pierce & Associates website, "Judge
Sanctions Mortgage Servicer \$750,000"

E-2009/08/02B Screen print-P&A login
now required to access the article

E-2009/08/03.1-2A Fraud complaint to
Illinois

E-2009/08/03.1-5B E-mail to
RRWhitehouse of Pierce & Associates
due to Denis Pierce blocking
Defendant's e-mail address

E-2009/08/04.1-12 Fax to SIGTARP,
including article re: assembly line
Assignment document creation

E-2009/08/05.1-3 E-mail to Nationwide
Title Clearing re: SIGTARP

E-2009/08/06.1-3 E-mail to Nationwide
Title Clearing

E-2009/08/17.1-3 AHMSI Accounting
Fraud-Note includes BK discharge

~~E-2009/08/21.1-9 E-mail about~~
securitization process

E-2009/08/28.1-2 Lis Pendens - Solar

E-2009/09/08 FBI read receipt

E-2009/09/10.1-4A Solar-Summons
EXHIBIT CATEGORIES

EXHIBIT ID

Documents/E-Mails in Date Order (cont.)

E-YYYY/MM/DD

E-2009/09/10.1-4B Solar-Complaint

E-2009/09/10.1-2C Solar-Fixed

Rate Note (original)

E-2009/09/10D Solar-Mortgage (not
original)

E-2009/09/15.1-3 HUD Hotline re:

Pierce & Associates false
advertising

E-2009/10/01.1-4 Senator Collins

E-2009/10/06 Solar-Appearance

E-2009/10/12.1-2 NAPERVILLE CODE

E-2009/10/15.1-2 A Reply re: Naperville
Code

E-2009/10/20 IDES extension denial

AHMSI Exhibits

E-AH

Appraisal Fraud Exhibits

E-APFRWI

 Deutsche Bank Legal Issues

E-DB0

Deutsche Bank Trust Prospectus

E-DBT

Deutsche Bank in Date Order

E-DBYYYY/MM/DD

E-DB2009/08/26.1-2A Summons

E-DB2009/08/26.3-4A For Homeowners

E-DB2009/08/26.1-4B Complaint

E-DB2009/08/26C - Mortgage page 1

E-DB2009/08/26.1-2D - Fixed Rate Note

E-DB2009/08/26E - Modification Agreement

Pierce & Associates Exhibits

E-PA

QWR-AHMSI-Solar

E-QWRWI1

QWR-CitiResidential-Solar

E-QWRWI2

SEC Exhibits

E-SEC

SEC Exhibits-Mail

E-SECYYYY/MM/DD

Taylor, Bean, Whitaker Exhibits

E-TBW

Taxes/Real Estate-Will

E-TXWI

GROUP EXHIBIT 8

STATE OF ILLINOIS
COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,	) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST)
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
)
PLAINTIFF)
)
VS)
)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
)
DEFENDANTS)

09CH3797-9 PM 1:25

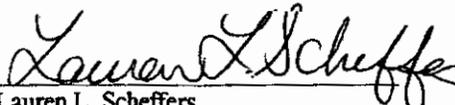
NOTICE OF MOTION

To: **By Regular Mail**
Richard L. Elsliger
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

PLEASE TAKE NOTICE that on November 24, 2009, at 1:30 p.m., Defendant Pro Se shall appear before the Honorable Judge

RICHARD JIEGEL
Rm. 109 WILL COUNTY COURT ANNEX
57 N. OTTAWA ST., JOLIET, IL 60432

and shall then and there present the Defendant Pro Se's Motion for Quiet Title, a copy of which is included hereto and served upon you.


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651
LaurenScheffers@yahoo.com

PROOF OF SERVICE - MOTION FOR QUIET TITLE

The undersigned certifies that true copies of the foregoing instrument Motion for Quiet Title to be served upon

Richard L. Elslinger
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

by placing a copy of same in an envelope, properly addressed with postage prepaid by regular mail, and depositing said envelope in the USPS deposit box at 3075 Book Rd, Suite 03, Naperville, IL 60564-8527 prior to 5:00 p.m. this 9th day of November, 2009.

Lauren L. Scheffers

Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-3651

Nov. 9, 2009

Date

Sworn to and subscribed before me this the 9th day of November, 2009.

Pamela A. Middleton

My Commission Expires: 12/02/10



STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

2009-08-26 PM 1:20

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST)
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)

PLAINTIFF)

VS)

LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)

DEFENDANTS)

DEFENDANT'S MOTION FOR QUIET TITLE

Defendant Pro Se, Lauren Scheffers, moves this Honorable Court for an Order for Quiet Title on the property at 1305 Morningstar Ct., Naperville, IL 60564.

Through its attorneys, Pierce & Associates, the Plaintiff has failed to submit any legally enforceable evidence of being the Real Party in Interest to have legal standing for any actions relative to this property.



Not only has the Plaintiff failed to submit the signatures on the Note as evidence of Note Holder status, the Plaintiff has failed to submit any legally enforceable evidence that the Defendant's Mortgage and Note were assigned to the Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1 prior to the closing date of that Trust on February 6, 2004.



As Plaintiff's attorney has submitted to this Court, per the WORKOUT OPTIONS

included as Paragraph 6 with the Summons, "Call your mortgage company AMERICAN HOME MORTGAGE SERVICING, INC. AS SUCCESSOR IN INTEREST TO OPTION ONE..."

Clearly, the Plaintiff as a Trustee is not the Real Party in Interest.

Through its attorneys, Pierce & Associates, the Plaintiff has committed a Fraud upon this Court in violation of the Illinois Conveyances Act (765 ILCS 5/28) (from Ch. 30, par. 27):

Sec. 28. Deeds, mortgages, powers of attorney, and other instruments relating to or affecting the title to real estate in this state, shall be recorded in the county in which such real estate is situated; but if such county is not organized, then in the county to which such unorganized county is attached for judicial purposes.

No deed, mortgage, assignment of mortgage, or other instrument relating to or affecting the title to real estate in this State may include a provision prohibiting the recording of that instrument, and any such provision in an instrument signed after the effective date of this amendatory Act shall be void and of no force and effect. (Source: P.A. 89-160, eff. 7-19-95.)

The Plaintiff has no legal standing to foreclose on the property, to approve or disapprove any sale of the property, nor to receive payoff funds from such a sale of the property.

WHEREFORE, DEFENDANT REQUESTS:

1. An order to award Quiet Title to the Defendant and
2. An order to require the Plaintiff to record a Mortgage Release with the Will County Recorder to allow Defendant Quiet Title to sell the property with no title defects.


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651
LaurenScheffers@yahoo.com

**IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS**

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE,

Plaintiff,

No. 09 CH 3797

v.

LAUREN SHEFFER S; et al.,

Defendant.

NOTICE OF FILING

To: Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564

PLEASE TAKE NOTICE that on December 21, 2009, Plaintiff sent for filing by overnight mail with the Clerk of the Circuit Court of Will County, Illinois, its Response to Defendant's motion for quiet title, a copy of which is enclosed herewith and served upon you.

Name	PIERCE & ASSOCIATES/M. Kemock	Attorney for Plaintiff
Address	1 N. Dearborn, #1300	City Chicago
Telephone	(312) 346-9088	Atty No. 91220
PA file#	09-24-974	

PROOF OF SERVICE BY REGULAR MAIL

I, Michael Kemock, an attorney, certify I served this notice and the document referred to therein, by causing a copy to be sent by regular mail, to the parties listed above, at their respective addresses, from 1 N. Dearborn, Suite 1300, Chicago, IL 60602, with proper postage prepaid, at or before 5:00 p.m. on December 21, 2009.


Michael Kemock

**IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS**

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE,

Plaintiff,

No. 09 CH 3797

v.

LAUREN SHEFFERS; et al.,

Defendant.

RESPONSE TO DEFENDANT'S MOTION FOR QUIET TITLE

NOW COMES the Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, by and through its attorneys, Pierce & Associates, P.C., and in response to the Motion for Quiet Title filed by Defendant LAUREN SHEFFERS, states as follows:

Defendant has moved this Honorable Court to enter an order quieting title and requiring Plaintiff to record a release of mortgage extinguishing the mortgage lien on the property. She argues that Plaintiff does not have standing in this matter because it has purportedly not produced any evidence that the subject mortgage and note have been assigned to it. She therefore concludes that the original mortgage lien should be released and that title should be granted to her outright. Defendant's reasoning is flawed and fails in several respects. *As an initial matter, Defendant has failed to cite any authority demonstrating that the failure of an assignee to provide a proof of assignment extinguishes the original security instrument.* Attached hereto as **Exhibit A** is a copy of the subject Mortgage, which was recorded with the Will County Recorder of Deeds on January 28, 2004. Defendant has failed to provide proof that the Mortgage has been paid

off or that any subsequent lien has taken precedent. Accordingly, even assuming *arguendo* that Plaintiff did lack standing, the original mortgage lien would remain a valid subsisting lien on the property.

Furthermore, and in the alternative, although Defendant argues that Plaintiff has somehow perpetuated fraud upon the Court to failing to record a document evidencing its interest in the subject property, attached hereto as **Exhibit B** is a copy of a written Assignment of Mortgage evidencing the transfer of the subject Mortgage and Note to Plaintiff. The Assignment of Mortgage contains an execution date of January 15, 2009 and was recorded with the Will County Recorder of Deeds on March 18, 2009. The Appellate Court in *Klehm v. Grecian Chalet, Ltd.*, 164 Ill.App.3d 610, 618 (1st Dist. 1987), described the following requirements for assignments of mortgage in Illinois:

An assignment, oral or written, occurs when there is a transfer of some identifiable interest from the assignor to the assignee. “[T]he rule has invariably been that **no particular form for an assignment is required**; any document which sufficiently evidences the intent of the assignor to vest ownership of the [subject matter of the assignment] in the assignee is sufficient to affect an assignment in equity.” [Citation omitted.] A valid assignment, therefore, needs only to assign or transfer the whole or the part of some particular thing, debt or chose in action and it must describe the subject matter of the assignment with sufficient particularity to render it capable of identification.

Plaintiff’s Assignment of Mortgage clearly meets the requirements of *Klehm*, as it sufficiently evidences the intent that the Mortgage and Note be transferred to Plaintiff, and it particularly describes by the instrument number, recording date, PIN number and the legal description. As such, the Assignment is clearly valid pursuant to Illinois law, and it therefore serves as evidence of Plaintiff’s standing in this matter.

Finally, Defendant's argument also fails because her prayer for relief contradicts her own argument, as she requests that Plaintiff be ordered to record a release of mortgage with the Recorder of Deeds. However, by making this request Defendant is clearly admitting that Plaintiff holds the Mortgage and Note, as it could not be expected to release something that it does not own. Accordingly, Defendant's conclusory, contradictory, and unsupported allegations are clearly insufficient to justify the relief that she has requested.

WHEREFORE the Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, prays that this Honorable Court deny Defendant's motion for quiet title, with prejudice.

Respectfully submitted,

By:


PIERCE & ASSOCIATES, P.C.

Attorneys for Plaintiff

PIERCE & ASSOCIATES, P.C.
Attorneys for Plaintiff
1 N. Dearborn, Suite 1300
Chicago, IL 60602
312-346-9088

STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,	)	Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)	
THE CERTIFICATE HOLDERS FOR AMERIQUEST)	
MORTGAGE SECURITIES TRUST 2004-R1,)	
ASSET-BACKED PASS-THROUGH CERTIFICATES,)	
SERIES 2004- R1)	
)	
PLAINTIFF)	
)	
VS)	
)	
LAUREN SCHEFFERS A/K/A LAUREN LEE)	
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)	
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)	
OWNERS AND NON RECORD CLAIMANTS;)	
)	
DEFENDANTS)	

NOTICE OF FILING

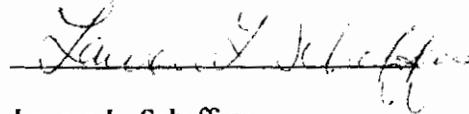
To Denis Pierce
Pierce & Associates
1 N. Dearborn, #1300
Chicago, IL 60602

PLEASE TAKE NOTICE that on January 14, 2010, Defendant/Counter-Plaintiff filed in person with the Clerk of the Circuit Court of Will County, Illinois, the Defendant/Counter-Plaintiff Reply to Plaintiff/Counter-Defendant Response to Motion for Quiet Title, a copy of which was served upon you on January 13, 2010.

Please note the enclosed copy of the Order scrawled by Pierce & Associates on 11/24/09. Due to the lack of any attorney ARDC number or Will County attorney number, Defendant/Counter-Plaintiff was unable to contact the attorney to clarify the illegible date as to 01/13/10 or 01/15/10. Consequently, Defendant/Counter-Plaintiff served Plaintiff on 01/13/10 prior to recording the Reply with the Clerk of the Circuit Court of Will County on 01/14/10.

PROOF OF SERVICE BY REGULAR MAIL

I, Lauren L. Scheffers, certify that I served this notice and the copy of the Order referred to therein, by causing a copy to be sent by regular mail to the party and address listed above from the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540, with proper postage prepaid, at or prior to 5:45 p.m. this 14th day of January, 2010.



Lauren L. Scheffers

Case 09CH3797, Filed 08/26/2009

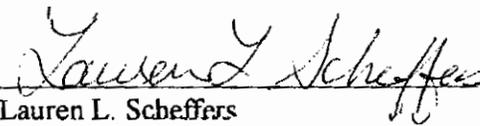
Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

PROOF OF SERVICE

The undersigned certifies that true copies of the foregoing instrument,
Defendant/Counter-Plaintiff Reply to Plaintiff/Counter-Defendant Response to Motion for Quiet
Title with Exhibits, to be served upon

Denis Pierce:
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

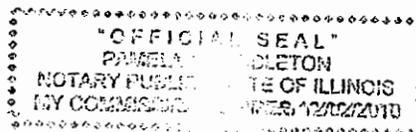
by placing a copy of same in a USPS Priority Mail envelope with Delivery Confirmation Receipt
0309 2880 0000 445 2 0755, properly addressed with postage prepaid by Priority Mail, and
depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave.,
Naperville, IL 60540 prior to 5:45 p.m. this 13th day of January, 2010


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651
Jan 13, 2010
Date

Sworn to and subscribed before me this the 13 day of January, 2010.



My Commission Expires: 12 02 10



STATE OF ILLINOIS

COUNTY OF DUPAGE

**DEFENDANT CERTIFICATION - DEFENDANT/COUNTER-PLAINTIFF
REPLY TO PLAINTIFF/COUNTER-DEFENDANT RESPONSE TO
MOTION FOR QUIET TITLE**

Under penalties as provided by law pursuant to Section 1 109 of the Code of Civil Procedure (7.35 ILCS 5/1 109/from Ch. 110, par. 1 109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes the same to be true.

Lauren L. Scheffers

Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

Jan 13, 2010
Date

Sworn to and subscribed before me this the 13 day of January, 2010.

Ramona A. Madala

My Commission Expires:

12-01-10



foreclosure action and, now, this Response, than Santa Clause would have to repossess Defendant/Counter-Plaintiff's automobile with a photocopy of the title and an assignment created/signed/notarized by Rudolph the Red-Nosed Reindeer.

Why would this Illinois Circuit Court require Defendant/Counter-Plaintiff to surrender this property to a Plaintiff whose apparent legal standing to foreclose is based on a fraudulent self-authenticating public document as recorded with the Will County Recorder?

This case does not require oral testimony by Defendant/Counter-Plaintiff. This case rests on extensive contradictory/fraudulent/Fraud upon the Court documentation created by the Plaintiff and its legal counsel, Pierce & Associates.

While Defendant/Counter-Plaintiff has submitted extensive documentation as Exhibits under Section 1109 certification, Plaintiff's counsel has failed to support this Response with an affidavit.

See 735 ILCS 5/15-1506: Judgment. (a) Evidence. In the trial of a foreclosure, the evidence to support the allegations of the complaint shall be taken in open court, except:

- (1) where an allegation of fact in the complaint is not denied by a party's verified answer or verified counterclaim, or where a party pursuant to subsection (b) of Section 2-610 of the Code of Civil Procedure states or is deemed to have stated, in its pleading that it has no knowledge of such allegation sufficient to form a belief and attaches the required affidavit, a

sworn verification of the complaint or a separate affidavit setting forth such fact is sufficient evidence thereof against such party and no further evidence of such fact shall be required.

According to Section 2-610, if the grounds do not appear on the face of the pleading attacked the motion shall be supported by affidavit (See *See Doe v. Montessori School of Lake Forest*, 287 Ill. App. 3d 289, 295-96 (1997)).

In addition, according to Section 2-619, both the Foreclosure action and this Response to Defendant's Motion for Quiet Title are unenforceable under the provisions of the Statute of Frauds.

Also, the Court may take judicial notice of public documents such as court records when considering a motion to dismiss. (See *People v. G. Grau*, 263 Ill. App. 3d 874, 875, 636 N.E.2d 1085, 1086 (2nd Dist. 1994)).

It is the self-authenticating public record documents filed with the Will County Recorder and the United States Bankruptcy Court related to this property that are the basis of the Defendant/Counter-Plaintiff allegations of lack of Plaintiff standing as Real Party in Interest/Holder in Due Course.

Specifically, the self-authenticating Assignment for this property to the Plaintiff is the commission of a financial crime. When that action is added to the other public record documents created by Pierce & Associates related to a second foreclosure action against the Defendant/Counter-Plaintiff in DuPage County, the

actions meet the requirements of "organizer of a continuing financial crimes enterprise" as defined in the Illinois Financial Crimes Act. 

Plaintiff and its legal counsel have perpetrated a Fraud upon this Court under the Illinois Financial Crimes Law, thereby making a mockery of this Court.

STATEMENT OF FACTS

The three Town & Country refinances by Defendant/Counter-Plaintiff in December of 2003 as originator for Ameriquest Mortgage were the predatory mortgages that 49 State Attorney Generals subsequently sued and settled (see attached Group Exhibit 3).

On 10/23/07, Citi Residential Lending ("Citi Residential") sent Defendant/Counter-Plaintiff a letter (see attached Group Exhibit 1.3) stating that "The creditor to whom the obligation is owed is Ameriquest Mortgage Securities, Inc. Asset Backed Pass Through Certificates Series 2004-R1."

Yet, there was no recorded Assignment with the Will County Recorder from Town & Country Lending to Ameriquest Mortgage Company or to such an Ameriquest Mortgage Securities assignee. **CRITICAL** 

Defendant/Counter-Plaintiff made the last mortgage payment on this Will County property to Citi Residential in October of 2008.

On 12/02/08, Citi Residential sent a Notice of Intent to Foreclose (see attached Group Exhibit 1.4) to the Defendant/Counter-Plaintiff. Subsequent to

CRITICAL

The Assignment to Deutsche Bank National Trust has a second critical issue that clearly indicates that it is prima facie fraudulent, because the effective date of the Assignment is 02/11/09, when the referenced Ameriquest Mortgage Securities Trust 2004-R1 closed on 02/06/04 per self-authenticating documents filed with the Securities Exchange Commission for the named trust (see Group Exhibit 1.8).

On January 30, 2009, the Defendant/Counter-Plaintiff filed for Chapter 7 Bankruptcy. The secured Creditor listed for two properties, the other property in DuPage County, was Citi Residential.

Per the Chapter 7 Bankruptcy petition, Citi Residential was listed as the secured creditor on Schedule D for both Defendant/Debtor properties (see attached Group Exhibit 1.9). Citi Residential was the mortgage servicer for the property at the time the Defendant/Counter-Plaintiff retained Stephen J. West as bankruptcy attorney on 12/02/08.

On 04/17/09, Pierce & Associates filed a Motion to Modify the Automatic Stay ("Stay Motion") (see attached Group Exhibit 2.9) on behalf of Creditor, "American Home Mortgage Servicing, Inc., as successor in interest to Option One Deutsche Bank National Trust Company, a Trustee in trust for the benefit of the Certificateholders [sic] for Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1. The Pierce & Associates file number is indicated as PA09-2304.

Point 2 states, "American Home Mortgage Servicing, Inc. holds the first mortgage lien on the property located at 1305 Morningstar Court, Naperville, IL."

Point 3 states, "The debt is based on a December 31, 2003, Mortgage and Note in the original sum of \$179,500.00." **CRITICAL**

The Plaintiff has two another additional issues related to its lack of legal standing in this foreclosure case. As trustee, the Plaintiff cannot be the owner of the mortgage and note as stated by the assignment. In addition, AHMSI indicated it was the lienholder in the Stay Motion, which was subsequent to the alleged assignment to the Plaintiff.

Pierce & Associates filed the foreclosure Complaint in Will County on 08/26/09, more than 4 months later, with a totally different Plaintiff than the Creditor listed on the related Stay Motion, "Deutsche Bank National Trust Company, as Trustee in Trust for the Benefit of the Certificate holders for Amerquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1." The Pierce & Associates file number is indicated as PA 092497-4.

There is yet another legal discrepancy. Pierce & Associates filed this foreclosure Complaint stating that the Date of the Mortgage was December 18, 2003, while December 31, 2003 was the date stated in the Stay Motion by Pierce & Associates. **CRITICAL**

The Stay Motion fails to specify legal standing of AHMSI as owner of the first mortgage lien or as agent for the owner of the first mortgage lien, the requisite legal standing required to foreclose.

It should also be noted that Pierce & Associates failed to request a correction to Schedule D as to the true Creditor for this property on behalf of the Plaintiff. However, per the certified Assignments, Pierce & Associates could not use those Assignments to amend the secured creditors listing on Schedule D without knowingly filing false statements with the United States Bankruptcy Court, even though Pierce & Associates had already done so with the Stay Motion for a different client.

CRITICAL

Therefore, AHMSI and its legal counsel, Pierce & Associates, committed a Fraud upon the United States Bankruptcy Court by knowingly filing a false Stay Motion.

Was the Stay Motion order of 04/24/09, just days before the 05/05/09 Discharge Date of the Chapter 7 Bankruptcy, simply to "churn" legal fees that would be charged against the foreclosure Defendant?

Can the Plaintiff explain why no foreclosure action by either AHMSI or the Plaintiff was initiated before the 01/30/09 filing date of the Chapter 7 Bankruptcy, when the last mortgage payment made was in October of 2008 and Citi Residential had sent a Notice of Intent to Foreclose on December 2, 2008 (see

attached Exhibit 2, E11 for this property), prior to the alleged assignment to the Plaintiff?

CRITIC

The judicial estoppel issue is applicable to Pierce & Associates filing a Stay Motion for one client as lienholder and then a foreclosure action for a different lien holder for the Will County property, with no legally enforceable Assignment to either client.

AK

Clearly, CitiResidential Lending, in conjunction with Nationwide Title Clearing, committed a financial crime per the two self-authenticating Assignment records for both of the Defendant's/Counter-Plaintiff's properties.

In addition, the Assignment for this property was returned to Taylor, Bean & Whitaker (see attached Group Exhibit 1.12).

Was the Stay Motion order of 04/24/09, just days before the 05/05/09 Discharge Date of the Chapter 7 Bankruptcy, simply to "churn" legal fees that would be charged against the foreclosure Defendant?

Can the Plaintiff explain why no foreclosure actions by the Plaintiff were initiated before the 01/30/09 filing date of the Chapter 7 Bankruptcy, when the last mortgage payments made on either property were in October of 2008 and Citi Residential had sent Notice of Intent to Foreclose for this property on 12/02/08, prior to the alleged Assignment to the Plaintiff?

Yet, Plaintiff filed the Complaint to Foreclose Mortgage on 08/26/09 (see attached Group Exhibits 1.18). Per that Complaint, "Capacity in which Plaintiff brings this suit: Plaintiff is the trustee for the holder of the Mortgage and Note."

ARGUMENT

CRITIQUE

JK

Although this foreclosure Complaint was brought under the Illinois Mortgage Foreclosure Law 735 ILCS 5/Art. XV, the Plaintiff and its legal counsel, Pierce & Associates, violated the Illinois Conveyances Act that specifically mandates that all property-related documents shall be recorded with the county where the property is located.

Section 15-1106 states that the Applicability of Article is:

(e) Supplementary General Principles of Law. General principles of law and equity, such as those relating to capacity to contract, principal and agent, marshalling of assets, priority, subrogation, estoppel, fraud, misrepresentations, duress, collusion, mistake, bankruptcy or other validating or invalidating cause, supplement this Article unless displaced by a particular provision of it.

Section 15-1107 states as Mode of Procedure that, "any provision of Article XII or any other Article of the Code of Civil Procedure shall apply unless inconsistent with this Article".

JK

Defendant/Counter-Plaintiff does not find any statement in the Illinois Mortgage Foreclosure Act to invalidate the recording requirements of the Illinois Conveyances Act. Defendant/Counter-Plaintiff does not find any statement in the

Illinois Mortgage Foreclosure Act to invalidate unenforceability provisions of the Statute of Frauds under Section 2-619.

LEGAL PRECEDENTS

Of particular relevance to this case is the Boyko decision. According to reports, Judge Christopher A. Boyko of the Eastern Ohio United States District Court, on October 31, 2007 dismissed 14 Deutsche Bank-filed foreclosures in a ruling based on lack of standing for not owning/holding the mortgage loan at the time the lawsuits were filed.

CRITICAL

Judge Boyko issued an order requiring the Plaintiffs in a number of pending foreclosure cases to file a copy of the executed Assignment demonstrating Plaintiff (Deutsche Bank) was the holder and owner of the Note and Mortgage as of the date the Complaint was filed, or the court would enter a dismissal.

The Court's amended General Order No. 2006-16 requires Plaintiff (Deutsche Bank) to submit an affidavit along with the complaint, which identifies Plaintiff as the original mortgage holder, or as an assignee, trustee or successor-interest.

OR

Apparently Deutsche bank submitted several affidavits that claim that Deutsche was in fact the owner of the mortgage note, but none of these affidavits mention assignment or trust or successor interest.

Thus, the Judge ruled that in every instance, these submissions create a "conflict" and they "do not satisfy" the burden of demonstrating at the time of filing the complaint, that Deutsche Bank was in fact the "legal" note holder.

Another case specifically referencing Ameriquest mortgages and which applied sanctions to the trial attorney and the national law firm is United States District Court, District of Massachusetts, In Re: Jacalyn S. Nosek, Debtor. Pierce & Associates had a link to that case on the home page of its website.

In Massachusetts, the Land Court Judge Keith Long also ruled against Plaintiffs based on flawed paperwork.

Also, a plaintiff class action law suit filed on November 20, 2008 that asks for the creation of a defendant class of all foreclosing lenders without proper assignments. *Manson, et al v. GMAC Mortgage, LLC, et al*, Suffolk Superior Court SUCV2008-5164. The Complaint asserts that GMAC, Deutsche Bank, and other lenders foreclosed and evicted or are evicting residents without owning the mortgages, and that these foreclosures are void. The mortgagees and the named attorneys are all said to have breached their duties of good faith and reasonable diligence to the borrowers.

SUMMARY

Not only does the Plaintiff have no legally enforceable standing to foreclose/sell this property, the Plaintiff and its legal counsel, Pierce & Associates, has violated the Illinois Financial Crimes Act with these court filings.

According to Section 2-619, both the foreclosure action and this Motion to Dismiss are unenforceable under the provisions of the Statute of Frauds.

In addition, when the matter asserted to defeat the complaint is not established by the pleadings themselves, a section 2-619 motion not supported by affidavit is insufficient. According to Section 2-610, if the grounds do not appear on the face of the pleading attacked the motion shall be supported by affidavit (See See *Doe v. Montessori School of Lake Forest*, 287 Ill. App. 3d 289, 295-96 (1997).

No such affidavit was submitted by the Plaintiff with this Reply to the Motion for Quiet Title.

In addition, according to Section 2-610, every allegation, except allegations of damages, not explicitly denied is admitted.

Pierce & Associates has had since 11/13/09 to reply to the Answers Affirmative Defenses, and Counter-Complaint with extensive Exhibits that have been served on Plaintiff's law firm, Pierce & Associates, under Section 1-109 certification by the Defendant/Counter-Plaintiff.

Since Pierce & Associates failed to explicitly deny any of the Defendant/Counter-Plaintiff allegations, every Exhibit submitted relative to the Plaintiff is admitted.

✱

✱

CATT/CAL

} ✱

CONCLUSION

For each of the very many reasons set forth above, Defendant/Counter-
Plaintiff respectfully requests the Court to grant the Motion for Quiet Title, as
well as to an Order admitting as evidence all Exhibits submitted under Section 1
109 certification on 11/14/09.

Defendant/Counter-Plaintiff also requests that the Court refer Pierce &
Associates LLC to the Illinois Attorney Registration & Regulatory Commission
of the Supreme Court (IARDC) under Rule 8.3 (a) A lawyer who knows that
another lawyer has committed a violation of Rule 8.4(b) or Rule 8.4(c) shall
inform the appropriate professional authority.

Per Rule 8.4 it is professional misconduct for a lawyer to:

- (a) violate or attempt to violate the Rules of Professional Conduct,
knowingly assist or induce another to do so, or do so through the acts of
another.
- (b) commit a criminal act that reflects adversely on the lawyer's honesty,
trustworthiness, or fitness as a lawyer in other respects.
- (c) engage in conduct involving dishonesty, fraud, deceit, or
misrepresentation.
- (d) engage in conduct that is prejudicial to the administration of justice.

Defendant/Counter-Plaintiff also requests any other relief, such as
sanctions against the Plaintiff and its legal counsel, Pierce & Associates, which
the Court deems proper under the circumstances.

Lauren L. Scheffers

Lauren L. Scheffers, Defendant/Counter-Plaintiff Pro Se
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5551

LIST OF EXHIBITS –REPLY TO RESPONSE TO MOTION FOR QUIET TITLE

GROUP EXHIBIT 1:

1. List of Exhibits – Reply to Response to Motion for Quiet Title
2. Defendant Certification – Defendant/Counter-Plaintiff Reply to Plaintiff/Counter-Defendant Response to Motion for Quiet Title
3. Citi Residential letter indicating Plaintiff as current credit, 10/23/07
4. Citi Residential Notice of Intent to Foreclose, 12/02/08
5. Tampabay.com/St. Petersburg Times article (3 pgs.)
6. Certified Assignment from Town & Country Lending to JPMorgan Chase effective 12/31/2008 (1 pg.)
7. Will County Assignment from Town & County Lending to Deutsche Bank National Trust Company effective 02/11/09 (1 pg.)
8. Deutsche Bank National Trust Company prospectus indicating that the trust Closing Date was “on or about February 6, 2004” and that Ameriquest Mortgage Company was the Seller and Master Servicer, while Town & Country Credit Corporation was the Originator (2 pgs.)
9. Schedule D – Creditors Holding Secured Claims (1 pg.)
10. Bankruptcy Discharge of Debtor, May 5, 2009 (1 pg.)
11. Signatures/Exhibit B as filed by Pierce & Associates to establish note holder status, last page (1 pg.)
12. E-mail to Denis Pierce of Pierce & Associates re: Taylor, Bean & Whitaker Mtg. liable for fraudulent document creation, 07/29/09 (5 pgs.)
13. Read Receipt from anelson (1 pg.)
14. Will County/Pierce & Associates Foreclosure Collection letter, 09/16/09 (2 pgs.)
15. Will County Summons, page 1 (1 pg.)
16. Will County Summons, page 3 (1 pg.)
17. Will County Complaint to Foreclose Mortgage (4 pgs.)
18. Will County Defendant’s Motion for Quiet Title (2 pgs.)
19. Will County Order with briefing schedule for Motion for Quiet Title, 11/24/09 (1 pg.)
20. Solar Pierce & Associates Response to Defendant’s Motion for Quiet Title with Notice of Filing (4 pgs.)
21. Will County Mortgage/Exhibit A included with Response, page 1 (1 pg.)
22. Will County Assignment/Exhibit B included with Response (1 pg.)

GROUP EXHIBIT 2: Defendant’s First Request for Production

1. Defendant’s First Request for Production (3 pgs.)
2. Proof of Service, First Request for Production, 12/24/09 (1 pg.)
3. Answer and Counter-Complaint, 11/13/09 (20 pgs.)
4. Exhibit Categories (4 pgs.)
5. Defendant Certification of Answer and Counter-Complaint (1 pg.)

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF ILLINOIS
PEORIA COUNTY

12/14
Will

Deborah

Plaintiff

vs.

Lauren Schaffer

Defendant

CASE NO.

09CH3777

ORDER

FILED
NOV 24 PM 3:00
CLERK, CIRCUIT COURT
PEORIA, ILLINOIS

- ① Hearing date of 12-1-09 cancelled
- ② Plaintiff to file objections to defendant's ^{Lauren Schaffer} motion to quiet title, Filed 11-9-09, by 12-23-09
- ③ Lauren Schaffer to file any reply by 1-13-10
- ④ Hearing on Motion to quiet title, ^{ONLY} filed by Lauren Schaffer on 11-9-09, reset for hearing on 1-78-10 9:30 AM #129

CLERK'S COPY - WHITE
PLAINTIFF'S COPY - YELLOW
DEFENDANT'S COPY - PINK
ADDITIONAL COPY - GOLDENROD

for plaintiff
South
Cuda
01/14/10

WCCA
Sw

11252009

JUDGE OF THE TENTH JUDICIAL CIRCUIT

ORDER

12/14

PLUSA #00
R-1042

GROUP EXHIBIT 9

STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST)
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)

PLAINTIFF)

VS)

LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON-RECORD CLAIMANTS;)

DEFENDANTS)

DEFENDANT'S FIRST REQUEST FOR PRODUCTION

Defendant Pro Se, Lauren Scheffers, requests Plaintiff, Deutsche Bank National Trust Company as Trustee in Trust for the Benefit of the Certificate Holders for Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1, to produce for inspection and copying the original of the following documents at the hearing for Defendant's Motion for Quiet Title, scheduled for January 28, 2010 at 9:30 a.m. in Courtroom 129, Will County Court Annex, 57 N. Ottawa, Joliet, Illinois, or at such place and time as the parties may hereafter agree.

1. The original mortgage with handwritten signatures/initials by Defendant and notarized at the bottom of each page,
2. The original Note with handwritten signatures on the back of the Note,
3. The original Motion to Modify the Automatic Stay Order as submitted by Pierce & Associates/ filed by the United States Bankruptcy Court on April 17, 2009 by Electronic Notice through ECF (see included Exhibits E-2009/04/17.1-3C and E-2009/04/17.3D, as previously submitted with the Defendant's Answer and Counter-Complaint as recorded on November 13, 2009 under Section 1109 certification),
4. The original sale or assignment documentation, including the sale or assignment date (MM/DD/YYYY) prior to this Trust's closing date of February 6, 2004, of this Mortgage and Note by Town & Country Lending, Inc. to the Deutsche Bank National Trust Company as Trustee in Trust for the Benefit of the Certificate Holders for Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1,
5. A copy of the portion of the Prospectus submitted to the Securities Exchange Commission for this Ameriquest Mortgage Securities Trust 2004-R1 that verifies that this mortgage and note were included, and if so,
6. A copy of the portion of the Prospectus that indicates which Group of Statistical Mortgage Loans this mortgage and note were included (e.g., Group I or Group II, Fixed-rate or Adjustable-rate) relied upon by the investors in this Trust.

Please see the included Exhibits related to what documentation the Defendant has previously submitted to the Plaintiff and to the Court, with the exception of the Paid-off documentation for the 2005 sale of 417 Dawn Ave., Glen Ellyn, IL 60137, that was refinanced on the same night as 1305 Morningstar Ct., Naperville, IL 60564.


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651
LaurenScheffers@yahoo.com

LIST OF DEFENDANT EXHIBITS INCLUDED

1. Proof of Service for *Defendant's First Request for Production* (1 page)
2. Answer and Counter-Complaint (28 pages)
3. Motion to Modify the Automatic Stay (5 pages)
4. Excerpts from Plaintiff Trust E-DBT01.-1 through E-DBT07.3 (30 pages)
5. Portions of payoff package received from AMC Mortgage Services on January 18, 2006 related to the sale of 417 Dawn Ave., Glen Ellyn, IL 60137 (8 pages)

CERTIFICATE OF SERVICE

I, Candace Mandel, a non-attorney, certify that I caused to be served true and correct copy of the above Plaintiff/Counter-Defendant's Response to Defendant's First Request for Production of Documents, along with the attached document(s) referred to therein, upon the parties below, via First Class United States Mail, in a postage prepaid envelope deposited in the U.S. Mail Chute at 10 S Wacker Drive, Suite 2300, Chicago, Illinois, and by overnight delivery by U.P.S., this February 26, 2010.

Ms. Lauren I. Scheffers
1305 Morningstar Court
Naperville, IL 60564

Mr. Richard Elshger & Mr. Mike Kemock
Pierce & Associates
13th Floor
One North Dearborn
Chicago, IL 60602


Candace Mandel

CHICAGO2882513.1
IDCAME1 - 1052400028

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE IN TRUST FOR
THE BENEFIT OF THE CERTIFICATE
HOLDERS FOR AMERIQUEST MORTGAGE
SECURITIES TRUST 2004-R1, ASSET-
BACKED PASS-THROUGH CERTIFICATES,
SERIES 2004-R1,

Case No.: 09 CH 3797

RJ

Plaintiff.

vs.

LAUREN SCHEFFERS A/K/A LAUREN LEE
SCHEFFERS, et al.,

Defendants.

**PLAINTIFF'S RESPONSE TO DEFENDANT'S
FIRST REQUEST FOR PRODUCTION**

Plaintiff, Deutsche Bank National Trust Company as Trustee in Trust for the Benefit of the Certificate Holders for Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1 ("Trustee") responds to defendant's first request for production as follows:

General Objections

The following general responses and objections (the "General Objections") are incorporated by reference into Trustee's responses to each of Scheffer's discovery requests:

1. To the best of its knowledge, information and belief, formed after reasonable inquiry, Trustee's Responses to Plaintiff's Document Production Requests are complete and correct as of the time of this Response. In the event that Trustee learns that in some material respect the information disclosed is incomplete or incorrect and if the additional or corrective

information has not otherwise been made known to the other parties during the discovery process or in writing, Trustee will supplement this Response as required Rule 214.

2. Trustee expressly states that (a) it is not raising all objections to Scheffer's Document Production Requests that could be raised and (b) the failure to raise such objections here is not intended to waive the raising of such objections in the future. Trustee also reserves the right to raise at any hearing or trial in this matter all objections (including relevance objections) to the admission of any (a) document produced, (b) information supplied, or (c) admission made.

3. Trustee objects to any directions, definitions or instructions contained in Scheffer's Document Production Requests that seek to impose upon Trustee's obligations in excess of, or different from, those required by the Illinois Supreme Court Rules or under Illinois law, including any obligation to supplement answers, or any discovery orders entered by the Court.

Responses to Requests for Production

1. The original mortgage with handwritten signatures/initials by Defendant and notarized at the bottom of each page. [sic]

RESPONSE: Trustee objects to Request for Production Number 1 on the grounds that Defendant/Counter-Plaintiff Scheffers ("Scheffers") already has an original of the mortgage with her signature and initials in her possession that was provided to her at the closing, that a copy is attached to the foreclosure complaint as Exhibit A, and that an original is on file with the Will County Recorder of Deeds. Subject to and without waiving the foregoing objection, Trustee states that it is searching for an original of the mortgage and will produce it to Scheffers upon locating it. Investigation continues.

FALSE

FALSE

AP

2. The original Note with handwritten signatures on the back of the Note, [sic]

RESPONSE: Trustee objects to Request for Production Number 2 on the grounds that Scheffers already has an original of the note with her signature in her possession that was provided to her at the closing, that a copy is attached to the foreclosure complaint as Exhibit B, and that an original is on file with the Will County Recorder of Deeds. Subject to and without waiving the foregoing objection, Trustee states that it is searching for an original of the note and will produce it to Scheffers upon receiving the investigation continues.

FALSE

FALSE

*

3. The original Motion to Modify the Automatic Stay Order as submitted by Pierce & Associates filed by the United States Bankruptcy Court on April 17, 2009 by Electronic Notice through ECF (see included Exhibits E-2009/04/17.1-3C and E-2009/04/17.3D, as previously submitted with the Defendant's Answer and Counter-Complaint as recorded on November 13, 2009 under Section 1109 certification), [sic]

RESPONSE: Trustee states in response to Request for Production Number 3 that no "original" is available as this is an electronically created and filed document that does not bear a hand-written signature, and that Scheffers already has the Motion to Modify the Automatic Stay Order in her possession as it is attached as an exhibit to her Requests for Production and that it is a publicly available document that Scheffers can obtain without making a request to Trustee.

FALSE

4. The original sale or assignment documentation, including the sale or assignment date (MM/DD/YYYY) prior to this Trust's closing date of February 6, 2004, of this Mortgage and Note by Town & Country Lending, Inc. to the Trustee National Trust Company as Trustee in Trust for the Benefit of the Certificate Holders for Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1, [sic]

RESPONSE: Trustee objects to Request for Production Number 4 on the grounds that Scheffers already has a copy of the assignment in her possession as it is attached to the Response to Defendant's Motion for Quiet Title and the original is publicly available at the Will County Recorder of Deeds. Subject to and without waiving the foregoing objection, Trustee states that it

FALSE

FALSE

is searching for an original of the assignment and will produce it to Scheffers upon locating it.
Investigation continues.

①

5. A copy of the portion of the Prospectus submitted to the Securities Exchange Commission for this Ameriquest Mortgage Securities Trust 2004-R1 that verifies that this mortgage and note were included, and if so, [sic]

RESPONSE: Trustee states in response to Request for Production Number 5 that the document Scheffers requests is a publicly available document located on the Securities Exchange Commission's website at

<http://www.sec.gov/cgi-bin/browse-edgar?company=ameriquest&match=&CIK=&filenum=&State=&Country=&SIC=&owner=exclude&Find=Find+Companies&action=getcompany>.

WRD/16

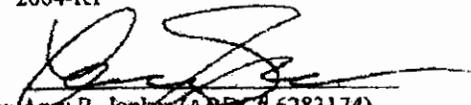
6. A copy of the portion of the Prospectus that indicates which Group of Statistical Mortgage Loans this mortgage and note were included (e.g., Group I or Group II, Fixed-rate or Adjustable-rate) relied upon by the investors in this Trust.

RESPONSE: Trustee objects to Request for Production Number 6 as irrelevant because the portion of the Prospectus requested has no relevance to the claims in this lawsuit and because the Prospectus is publicly available on the Securities Exchange Commission's website at

<http://www.sec.gov/cgi-bin/browse-edgar?company=ameriquest&match=&CIK=&filenum=&State=&Country=&SIC=&owner=exclude&Find=Find+Companies&action=getcompany>.

WRD/16

Deutsche Bank National Trust Company as Trustee
in Trust for the Benefit of the Certificate Holders
for Ameriquest Mortgage Securities Trust 2004-R1,
Asset-Backed Pass-Through Certificates, Series
2004-R1

By:  (M.P.C.# 6282174)

DYKEMA GOSSETT P.L.L.C.
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
(312) 876-1700 (phone)
(312) 876-1155 (fax)

+

-R1

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

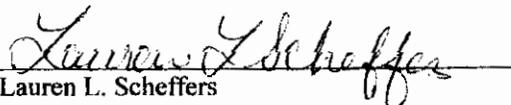
DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST) Judge Richard J. Siegel
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
PLAINTIFF)
VS)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
DEFENDANTS)

NOTICE OF MOTIONS – AMENDED DATE

To: **By ordinary mail**
Patrick Stanton, Amy Lenker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

By ordinary mail
Denis Pierce, David Rhodes
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

PLEASE TAKE NOTICE that on **June 22, 2010 at 1:30 p.m.** in **Room 129** of the Joliet Court House Annex, 57 N. Ottawa, Joliet, Illinois 60432, the undersigned will present before the **Honorable Judge Siegel**, the **Defendant Motion to Reconsider, Motion to Correct the Order, and Motion to Compel Production**, copies of which are included hereto and served upon you.


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

Case 09CH3797, Filed 08/26/2009

Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

PROOF OF SERVICE

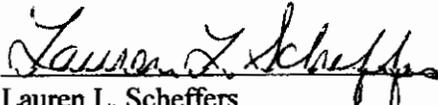
The undersigned certifies that true copies of the foregoing instruments, *Defendant Notice of Motions - Amended Date*, to be served upon:

Patrick Stanton, Amy Jonker
Dykema Gosssett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing a copy of same in an envelope with Delivery Confirmation Receipt 0309 2880 0000 4444 8806, properly addressed with postage prepaid by regular mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 6:45 p.m. this 11th day of June, 2010 and to

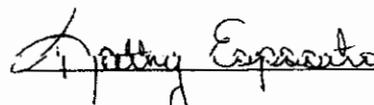
Denis Pierce, David Rhodes
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

by placing a copy of same in an envelope with Delivery Confirmation Receipt 0309 1140 0001 6439 4382, properly addressed with postage prepaid by regular mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 6:45 p.m. this 11th day of June, 2010.

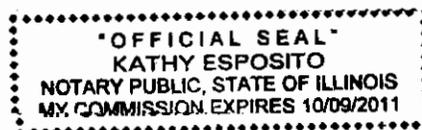


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651
June 11, 2010
Date

Sworn to and subscribed before me this the 11th day of June, 2010.

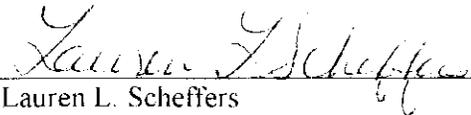


My Commission Expires: 10/09/11

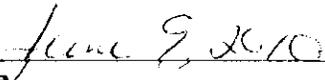


DEFENDANT CERTIFICATION – MOTION TO COMPEL

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (735 ILCS 5/1-109/from Ch. 110, par. 1-109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes the same to be true.

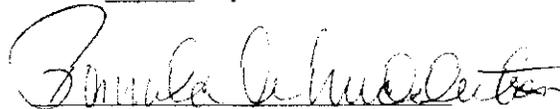


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651



Date

Sworn to and subscribed before me this the 9th day of June, 2010.



My Commission Expires:

12-22-10



IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,	) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST	) Judge Richard J. Siegel
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
)
PLAINTIFF)
)
VS)
)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
)
DEFENDANTS)

DEFENDANT MOTION TO COMPEL PRODUCTION

I, Lauren L. Scheffers, Defendant Pro Se, move the court for the entry of an Order directing Plaintiff to produce to Defendant the documents described in the Defendant's First Request for Production ("Request") of 12/24/09 (see enclosed Exhibit 2).

As discussed at the 05/13/10 hearing, the Plaintiff through its attorneys stated that it had neither the original mortgage nor the original note and "investigation continues" to locate them (see enclosed Exhibit 3).

Per its own pleading, the Plaintiff's Response to Defendant Scheffers' Motion to Dismiss Complaint to Foreclose Mortgage For Lack of Legal Standing (see enclosed Exhibit 4, pg. 8), "She further claims that the Trustee committed a fraud upon the court by filing a foreclosure complaint without having possession of the original mortgage, note, or assignment."

The Defendant questions how the allegations required by the Illinois Mortgage Foreclosure Act that require "true and correct copies" have been met, without holding the original mortgage or original note at all. All four servicing companies since December of 2003 should have photocopies of the Defendant's complete file.

The Defendant also questions how Defendant has been given copies of two totally different versions of the mortgage, one submitted as Exhibit A of the Complaint to Foreclose Mortgage (see enclosed Exhibit 6) vs. one mailed to the Defendant from American Home Mortgage Servicing, Inc., 02/01/10 ("AHMSI") (see enclosed Exhibit 7). The Defendant questions how many other versions of the mortgage have been created.

If the Plaintiff is unable to produce the original mortgage and the original note, the Plaintiff has violated the Illinois Mortgage Foreclosure Law. The copy of the original mortgage included as Exhibit A in the Foreclosure Complaint is not a "true and correct copy" of the mortgage, because the mortgage does not have "Original" stamped on it (see enclosed Exhibit 6), as the note included as Exhibit B in the Foreclosure Complaint does (see enclosed Exhibit 8).

Per the Illinois Mortgage Foreclosure Law, the Complaint to Foreclose Mortgage also alleges that the "*on the date indicated the obligor of the indebtedness or other obligations secured by the mortgage was justly indebted in the amount of the indicated original indebtedness to the original mortgagee or payee of the mortgage note*".

Yet, on the December 18, 2003 date specified in the Foreclosure Complaint (see enclosed Exhibit 9, pg. 2), the obligor was not justly indebted for any amount. See the correct December 31, 2003 date as submitted on 04/17/09 to the United States

Bankruptcy Court (see enclosed Exhibit 10) that was correctly based on the Settlement Date of 12/31/03 (see enclosed Exhibit 11).

As stated in the Complaint to Foreclose Mortgage (see enclosed Exhibit 9, pg. 2), the "Capacity in which Plaintiff brings this suit: Plaintiff is the trustee for the holder of the Mortgage and Note". Yet, it would appear from the alleged Assignment fabricated by the former servicer, Citi Residential Lending (see enclosed Exhibit 12) that the Trust itself is the owner of the mortgage and note, not the holder of the mortgage and note.

The Defendant questions how a land trust can own the mortgage and note, when the Complaint to Foreclose Mortgage states that the trustee is not even the holder of the Mortgage and Note.

The Illinois Mortgage Foreclosure Law specifies the Form of Complaint at (735 ILCS 5/15-1504, Pleadings and Service) (bolding added):

- (a) *Form of Complaint. A foreclosure complaint may be in substantially the following form:*
- (1) *Plaintiff files this complaint to foreclose the mortgage (or other conveyance in the nature of a mortgage) (hereinafter called "mortgage") hereinafter described and joins the following person as defendants: (here insert names of all defendants).*
 - (2) **Attached as Exhibit "A" is a copy of the mortgage and as Exhibit "B" is a copy of the note secured thereby.**
 - (N) *Capacity in which plaintiff brings this foreclosure (here indicate whether plaintiff is the legal holder of the indebtedness, a pledgee, an agent, the trustee under a trust deed or otherwise, as appropriate)*
- (b) *Required Information*
- (c) **Allegations. The statements contained in a complaint in the form set forth in sub section (a) of Section 15-1504 are deemed and construed to include allegations as follows:**
- (1) **on the date indicated the obligor of the indebtedness or other obligations secured by the mortgage was justly indebted in the amount of the indicated original indebtedness to the original mortgagee or payee of the mortgage note;**
 - (2) **that the exhibits attached are true and correct copies of the mortgage and note and are incorporated and made a part of the complaint by express reference;**

(3) that the mortgagor was at the date indicated an owner of the interest in the real estate described in the complaint and that as of that date made, executed and delivered the mortgage as security for the note or other obligations;

(4) that the mortgage was recorded in the county in which the mortgaged real estate is located, on the date indicated, in the book and page or as the document number indicated;

If the Court does not require verification of the mortgage, the note, and any assignment/Chain of Title of ownership, particularly when the Plaintiff has been challenged by the Defendant to do so (and as the Florida Supreme Court has recently implemented in Florida), could Santa foreclose on the property, simply by recording a different fabricated assignment with the Will County Recorder (see enclosed Exhibit 5.)?

WHEREFORE, DEFENDANT REQUESTS:

Defendant hereby requests that this court enter an Order directing Plaintiff to produce the documents requested by the Defendant in Defendant's First Request for Production. If the Plaintiff is unable to produce the original mortgage and the original note, the Plaintiff has submitted no legally admissible evidence of any kind that Defendant's mortgage and note were ever part of the Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1.

If that is the case, the Defendant requests such other and further relief to which Defendant may be justly entitled to under the circumstances, including sanctions, for having to defend a frivolous lawsuit.

Respectfully submitted,


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

LIST OF DEFENDANT EXHIBITS INCLUDED

1. Defendant Certification - Motion to Compel Production (1 pg.)
2. Defendant's First Request for Production, 12/24/09 (3 pgs.)
3. Plaintiff's Response and Objections to Scheffers' Request for Production (6 pgs.)
4. Plaintiff's Response to Defendant Scheffers' Motion to Dismiss Complaint to Foreclose Mortgage For Lack of Legal Standing, pg. 1, pg. 8 (2 pgs.)
5. "Santa" assignment (1 pg.)
6. Copy of pg. 1 of the mortgage as submitted as Exhibit A with the Complaint to Foreclose Mortgage, 08/26/09 (1 pg.)
7. Copy of pg. 1 of the mortgage as mailed to the Defendant from American Home Mortgage Servicing, Inc., 02/01/10 ("AHMSI") (1 pg.)
8. Copy of pg. 1 of the note as submitted as Exhibit B with the Complaint to Foreclose Mortgage, 08/26/09 (1 pg.)
9. Copy of pgs. 1-2 of the Complaint to Foreclose Mortgage (2 pgs.)
10. Copy of pgs. 1-2 of Motion to Modify the Automatic Stay as filed with the United States Bankruptcy Court on 04/17/09 in Defendant's Chapter 7 Bankruptcy Case 09-02917 (2 pgs.)
11. Copy of Settlement dated 12/31/03 (1 pg.)
12. Copy of the alleged Assignment dated 01/15/2009 from Town and Country Credit Corp. to Deutsche Bank National Trust Company, as Trustee for, Ameriquest Mortgage Securities Inc. Asset-Backed Pass-Through Certificates, Series 2004-R1, under the Pooling and Servicing Agreement Dated February 1, 2004. (1 pg.)

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

Deutsche Bank Trustee

Plaintiff

vs

Lauren Schaffer

Defendant

CASE NO: 09 CH 3797

COURT ORDER

This case coming to be heard on Lauren Schaffer Motion to Compel, Motion to Correct Order, and Motion to Reconsider, the Court being fully advised in the Premises, IT IS ORDERED:

Defendant's Motions are denied for the reasons stated by the Court on the record. All filings by Defendant Schaffer related to affirmative defenses, counterclaims, or related defense matters must be submitted to the Court for written approval regarding whether Plaintiff must respond or whether the filings will be stricken without hearing or further briefs. Defendant Schaffer is granted leave, no objection to file an Amended Answer.

Attorney or Party, if not represented by Attorney

Name Amy Jankel

ARDC # 6283174

Firm Name Dykman Gossell

Attorney for Deutsche

Address 10 S Wacker #2300

City & Zip Chicago IL 60606

Telephone 312-576-1700

Dated: 8-12, 20 10

Entered: [Signature]
Judge

PAMELA J. MCGUIRE, CLERK OF THE CIRCUIT COURT OF WILL COUNTY

GROUP EXHIBIT 10

CERTIFICATE OF SERVICE

I, Candace Mandel, a non-attorney, certify that I caused to be served true and correct copy of the above **Defendant Deutsche Bank Trustee's Motion to Dismiss** along with the attached document(s) referred to therein, upon the parties below, via First Class United States Mail, in a postage prepaid envelope deposited in the U.S. Mail Chute at 10 S Wacker Drive, Suite 2300, Chicago, Illinois, this March 16, 2010.

Ms. Lauren L. Scheffers
1305 Morningstar Court
Naperville, IL 60564

Mr. Richard Elsliger & Mr. Mike Kemock
Pierce & Associates
13th Floor
One North Dearborn
Chicago, IL 60602

A handwritten signature in black ink, appearing to read "Candace Mandel", written over a horizontal line.

Candace Mandel

**IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS**

DEUTSCHE BANK NATIONAL TRUST)
 COMPANY, AS TRUSTEE IN TRUST FOR)
 BENEFIT OF THE CERTIFICATE HOLDERS)
 FOR AMERIQUEST MORTGAGE SECURITIES)
 TRUST 2004-R3, ASSET-BACKED PASS-)
 THROUGH CERTIFICATES, SERIES 2004-R1)

-R3

Plaintiff,

Case No. 09 CH 3797

vs.

LAUREN L. SCHEFFERS, A/K/A LAUREN)
 LEE SCHEFFERS; UNKNOWN HEIRS AND)
 LEGATEES OF LAUREN L. SCHEFFERS,)
 IF ANY; UNKNOWN OWNERS AND)
 NON-RECORD CLAIMANTS,)

Judge Siegel **JS**

Defendants.

**PLAINTIFF/COUNTER-DEFENDANT'S MOTION TO DISMISS AFFIRMATIVE
 DEFENSES AND COUNTER-COMPLAINT PURSUANT TO
735 ILCS SECTION 2-619.1**

Plaintiff/Counter-Defendant, Deutsche Bank National Trust Company, as Trustee in
 Trust for Benefit of the Certificate Holders for Ameriquest Mortgage Securities Trust 2004-R3,
 Asset-Backed Pass-through Certificates, Series 2004-R1 ("Trustee"), by its attorneys, pursuant to
 735 ILCS Section 2-619.1, moves this Court to dismiss with prejudice the Affirmative Defenses
 and Counter-Complaint ("Claims") filed by Defendant/Counter-Plaintiff Lauren L. Scheffers
 ("Scheffers") and submits the attached Memorandum in support thereof.

For the reasons stated in the attached Memorandum, the Trustee prays that this Court
 enter an order dismissing each of Scheffers' Affirmative Defenses and her Counter-Complaint
 with prejudice and grant such further relief as the Court deems appropriate.

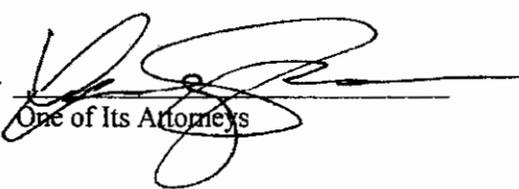
-R3

with prejudice

Respectfully Submitted,

13

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE IN TRUST FOR
BENEFIT OF THE CERTIFICATE HOLDERS
FOR AMERIQUEST MORTGAGE
SECURITIES TRUST 2004-R3, ASSET-
BACKED PASS THROUGH CERTIFICATES,
SERIES 2004-R1

By: 

One of Its Attorneys

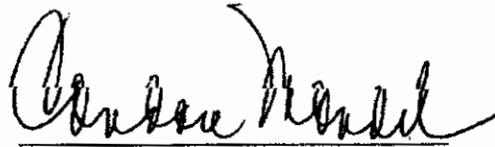
Amy R. Jonker (ARDC #6283174)
Dykema Gossett PLLC
10 S. Wacker Drive – Suite 2300
Chicago, IL 60606
Phone: (312) 876-1700
Fax: (312) 876-1155

CERTIFICATE OF SERVICE

I, Candace Mandel, a non-attorney, certify that I caused to be served true and correct copy of the above PLAINTIFF'S MOTION TO DISMISS, along with the attached document(s) referred to therein, upon the parties below, via First Class United States Mail, in a postage prepaid envelope deposited in the U.S. Mail Chute at 10 S Wacker Drive, Suite 2300, Chicago, Illinois, this March 16, 2010.

Ms. Lauren L. Sch effers
1305 Morningstar Court
Naperville, IL 60564

Mr. Richard Elsliger & Mr. Mike Kernock
Pierce & Associates
13th Floor
One North Dearborn
Chicago, IL 60602



Candace Mandel

CHICAGO2894152.1
IDAFU - 105240/0028

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST)
COMPANY, AS TRUSTEE IN TRUST FOR)
BENEFIT OF THE CERTIFICATE HOLDERS)
FOR AMERIQUEST MORTGAGE SECURITIES)
TRUST 2004-R3 ASSET-BACKED PASS-)
THROUGH CERTIFICATES, SERIES 2004-R1)

Plaintiff,

vs.

LAUREN L. SCHEFFERS, A/K/A LAUREN)
LEE SCHEFFERS; UNKNOWN HEIRS AND)
LEGATEES OF LAUREN L. SCHEFFERS,)
IF ANY; UNKNOWN OWNERS AND)
NON-RECORD CLAIMANTS,)

Defendants.

- R3

Case No. 09 CH 3797

Judge Siegel

FILED IN COURT 09

**MEMORANDUM IN SUPPORT OF PLAINTIFF/COUNTER-DEFENDANT'S MOTION
TO DISMISS AFFIRMATIVE DEFENSES AND
COUNTER-COMPLAINT PURSUANT TO 735 ILCS § 2-619.1**

In further support of its Motion to Dismiss, the Trustee¹ submits that this Court should dismiss defendant/counter-plaintiff Lauren Scheffers' ("Scheffers") Affirmative Defenses and Counter-Complaint (collectively, the "Claims"), for the following reasons:

First, there are affirmative matters that defeat Scheffers' claims. Scheffers initiated Chapter 7 Bankruptcy proceedings in January 2009, and not only failed to disclose any of these claims or defenses, but she filed a Statement of Intent during the bankruptcy representing that she would *surrender* the property that is the subject of this foreclosure action. As such, each of

WAIWER
4/24
TRANSC.

FALSE

TO CITI RESIDENTIAL

¹ Plaintiff/Counter-Defendant Deutsche Bank National Trust Company, As Trustee In Trust For Benefit Of The Certificate Holders For Ameriquest Mortgage Securities Trust 2004-R3, Asset-Backed Pass Through Certificates, Series 2004-R1 ("Trustee").

- R3

Scheffers' Claims are barred by judicial estoppel and should be dismissed pursuant to 735 ILCS 5/2-619(a)(9). See *Cannon-Stokes v. Potter*, 453 F.3d 446, 448 (7th Cir. 2006).

Second, all of Scheffers' Claims, including but not limited to Affirmative Defenses 11, 12, 21, and 22 to the extent that they purport to allege violations of RESPA and TILA, are barred by the statute of limitations for bringing these actions, and must be dismissed pursuant to Section 2-619(a)(5) of the Illinois Code of Civil Procedure.

**FALSE - TILA 3 YRS.
FROM FRAUD**

Third, all of Scheffers' Claims, including but not limited to Affirmative Defenses 11, 12, 21, and 22 to the extent that they purport to allege violations of RESPA and TILA, are barred by prohibition against assignee liability, and must be dismissed pursuant to Section 2-619(a)(9) of the Illinois Code of Civil Procedure.

Fourth, all of Scheffers' Claims, including but not limited to Affirmative Defenses 1-10, to the extent that they attack the Trustee's standing, are insufficient at law pursuant to Section 2-615(a) of the Illinois Code of Civil Procedure.

UCC

Fifth, all of Scheffers' Claims, including but not limited to Affirmative Defenses 11, 17, 23, 24, 25, and 26, to the extent that they purport to allege fraud, are insufficient at law because they fail to set forth facts which would support a finding of fraud pursuant to Section 2-615(a).

Sixth, all of Scheffers' Claims, including but not limited to Affirmative Defenses 4, 5, 6, 7, 8, 9, 10, 11, 16, which cite to provisions of the Ameriquest Mortgage Securities Trust 2004-R1 (the "Trust"), are insufficient at law because Scheffers is not the holder of the Trust certificates, and therefore has no standing to enforce the provisions of the Trust pursuant to Section 2-615(a) of the Illinois Code of Civil Procedure. Moreover, these Claims don't point to any actionable events.

**3rd PARTY?
DEFENDANT**

Seventh, all of Scheffers' Claims, including but not limited to Affirmative Defenses 24, 25, and 26, which purport to state causes of action against entities other than the Trustee, are insufficient at law because such other entities are not parties to this litigation pursuant to Section 2-615(a) of the Illinois Code of Civil Procedure.

APPLICABLE STANDARDS

A. Motion to Dismiss Under 735 ILCS 5/2-619(a)(9)

In pertinent part, 735 ILCS 5/2-619(a)(9) provides that: "Defendant may, within the time for pleading, file a motion for dismissal of the action or for other appropriate relief" upon the grounds that "the claim asserted against defendant is barred by other affirmative matter avoiding the legal effect of or defeating the claim." The general standard of review for motions brought under Section 2-619(a)(9) are the same as those brought under Section 2-615(a). Section 2-619(a)(9) of the Illinois Code of Civil Procedure mandates the dismissal of a claim where the asserted claim is barred by an affirmative matter avoiding the legal effect of or defeating the claim. 735 ILCS 5/2-619(a)(9); *Klein v. DeVries*, 309 Ill. App. 3d 271, 273, 722 N.E.2d 784, 788 (2d Dist. 1999). "Affirmative matter" encompasses any defense other than a negation of the essential allegations of the cause of action. *Id.* "The legal sufficiency of a complaint will not preclude dismissal under Section 2-619 where an affirmative matter such as the expiration of a statute of limitation defeats the cause of action." *Ball v. County of Cook*, 385 Ill. App. 3d 103, 107, 896 N.E.2d 334, 339 (1st Dist. 2008).

B. Motion to dismiss under 735 ILCS 5/2-615

Section 2-615 governs motions to dismiss with respect to pleadings. A motion to dismiss pursuant to § 2-615 attacks the legal sufficiency of a complaint and the court's inquiry is limited to whether the allegations of the complaint, when viewed in the light most favorable to the plaintiff, are sufficient to state a cause of action upon which relief can be granted. *Kopka v. Kamensky &*

Rubenstein, 354 Ill. App. 3d 930, 933, 821 N.E.2d 719 (1st Dist. 2004). "The motion shall point out specifically the defects complained of, and shall ask for appropriate relief, such as . . . that the action be dismissed . . ." *Id.* § 2-615(a).

In reviewing a motion to dismiss brought pursuant to § 2-615, all well-pled facts are taken as true for purposes of the motion. *Indeck North American Power Fund v. Norweb*, 316 Ill. App. 3d 416, 430-31, 735 N.E.2d 649 (1st Dist. 2000). Conclusions of law and conclusory factual allegations unsupported by specific facts are not sufficient to establish a viable cause of action. *Small v. Susman*, 306 Ill. App. 3d 639, 642, 713 N.E.2d 1216, 239 Ill. Dec. 366 (1st Dist. 1999).

BACKGROUND

For purposes of this motion to dismiss only, the Trustee relies upon the following facts:

Scheffers entered into a mortgage loan with Town & Country Credit Corporation on December 18, 2003. See Exhibit A to Foreclosure Complaint. The mortgage loan was secured by Scheffers' property located at 1305 Morningstar Court, Naperville, Illinois. See Exhibit B to Foreclosure Complaint. Scheffers apparently resides in this property. See Scheffers' Bankruptcy Petition and Schedules, attached as Exhibit 1 ("Petition"), pp. 20 and 31.² Scheffers ceased making her monthly mortgage payments in November 2008. See Foreclosure Complaint, ¶5(l).

Scheffers filed for Bankruptcy pursuant to Chapter 7 on January 30, 2009. See Ex. 1. Scheffers listed the mortgage loan on her home as a secured claim. See Ex. 1, p. 15. The bankruptcy schedules contain boxes for the debtor to check to indicate any objections or disputes to the listed claim. See Ex. 1, p. 20. Tellingly, though Scheffers checked the box marked

² The Court may take judicial notice of public documents such as court records when considering a motion to dismiss. See *People v. Grau*, 263 Ill. App. 3d 874, 876, 636 N.E.2d 1085, 1086 (2d Dist. 1994).

'unliquidated' in amount, she did not check the box to indicate that the claim was "disputed" in any other way. See Ex. 1, p. 20. Similarly, Scheffers' Petition includes a "Statement of Intent" indicating she would surrender the mortgaged property at issue here, giving no intention of the claims she now wishes to bring which, if valid, would rightly have belonged to her bankruptcy estate. See Ex. 1, p. 31. American Home Servicing Inc. ("AHMSI"), the servicer on the loan, sought and obtained an order lifting the automatic stay. See Order dated April 24, 2009, attached as Exhibit 2. Scheffers received a discharge pursuant to Chapter 7 on May 5, 2009. See Order dated May 5, 2009, attached as Exhibit 3. The Bankruptcy Trustee, uninformed about Scheffer's alleged causes of action and defenses to enforcement of the claim, agreed to the closing of the bankruptcy case, which occurred on May 8, 2009. See Docket of Bankruptcy Case, entry no. 34 attached as Exhibit 4. The Trustee filed this foreclosure action on August 26, 2009. See Foreclosure Complaint. Rather than surrendering the property, Scheffers filed her Answer and Counter-Complaint on November 13, 2009. See Answer and Counter-Complaint.

Scheffers purports to assert counterclaims and defenses based on, *inter alia*: (1) the Trustee's purported lack of standing to bring the foreclosure action; (2) alleged violation of TILA and RESPA; (3) alleged technical violations of the Trust of which the plaintiff is Trustee; (4) various types of fraud; and (5) asserted violations regarding the servicing of the loan which are apparently directed against entities other than the Trustee.

ARGUMENT

I. Scheffers' Claims Should Be Dismissed Under 735 ILCS 5/2-619.

A. Affirmative Defenses 1-26 Are Barred Under 2-619(a)(9) For Failure To Disclose Claims During Bankruptcy.

Under Section 541 of the Bankruptcy Code, all of a debtor's property, including legal claims, become part of the bankruptcy estate at the time the petition is filed. 11 U.S.C.

§ 541(a)(1). Scheffers failed to disclose during her bankruptcy any of the claims or defenses she seeks to assert here and is now judicially estopped from pursuing or asserting those claims or defenses. *Cannon-Stokes v. Potter*, 453 F.3d 446, 448 (7th Cir. 2006) (former debtor who failed to disclose legal claim during bankruptcy was estopped from asserting claims after receiving discharge). See also *Dailey v. Smith*, 292 Ill. App. 3d 22, 24-25, 684 N.E.2d 991, 993 (1st Dist 1997) (debtor lacked standing and was judicially estopped from bringing lawsuit to recover on undisclosed pre-petition claim). "Judicial estoppel prevents a party from asserting inconsistent positions before courts in separate proceedings in the hope of receiving favorable judgments in each proceeding. At its heart, this doctrine prevents chameleonic litigants from 'shifting positions to suit the exigencies of the moment.'" *Dailey*, 292 Ill. App. 3d at 27 (internal citations omitted).

FALSE
WAIVER
+
4/24
TRAVE

Even worse than the plaintiff in *Cannon-Stokes*, Scheffers not only failed to disclose her purported claims in this case, she actually filed a Statement of Intent, specifically representing to the Bankruptcy Court that she would surrender the property. See Ex. 1, p. 31. Thereafter,

TO CITI RESIDENTIAL

AHMSI filed a motion seeking to lift the bankruptcy stay so that it could commence foreclosure.

w/o
NOTE OR MTG.
NOT LISTED IN FILING BK
FORCED

On April 24, 2009, the Bankruptcy Court granted AHMSI's motion and entered an order modifying the stay and allowing the Trustee to proceed with the foreclosure. See Ex. 2. The case was closed shortly thereafter. See Ex. 3.

Having received the benefit of a discharge under Chapter 7, just three months before this action was filed, Scheffers may not now seek to retain that property. See *Bieseck v. Soo Line Railroad Co.*, 440 F.3d 410, 412 (7th Cir. 2006) ("a debtor who receives a discharge (and thus a personal financial benefit) by representing that she has no valuable choses in action cannot turn around after the bankruptcy ends and recover on a supposedly non-existent claim").

Each of Scheffers' purported claims and defenses should be dismissed by this Court due to her failure to disclose such claims during her bankruptcy and in light of her representation to the Bankruptcy Court. **WRONG**

B. Affirmative Defenses 11, 12, 21, and 22 Are Time-Barred Under 2-619(a)(5).

Each of Scheffers' allegations under TILA and RESPA in connection with the making of her loan—which she obtained in 2003—are barred by the applicable statute of limitations. See **WRONG 3 YRS. FRAUD** 15 U.S.C. 1640(e). Specifically, Scheffers alleges that the Trustee violated TILA and RESPA by: (1) failing to mail the package of loan documents within three days of taking the mortgage application (Affirmative Defenses 21 and 22), (2) allegedly engaging in a “bait and switch” in connection with a mortgage she subsequently rescinded (Affirmative Defenses 21 and 22), (3) failing to disclose whether yield spread premiums were paid (Affirmative Defense 12), and (4) additional unspecified violations (Affirmative Defense 11). Scheffers may be attempting to plead violations of TILA and RESPA in other of the Affirmative Defenses and, to the extent she is, this argument addresses all allegations regarding TILA and RESPA.

Pursuant to Section 1640(e) of TILA, actions brought under TILA must be brought “within one year from the date of the occurrence of the violation.” 15 U.S.C. § 1640(e). Likewise, a claim brought under the challenged provision of RESPA likewise has a one-year limitations period. 12 U.S.C. § 2614. **WRONG - 3 YRS. FRAUD**

Here, the transaction Scheffers complains of occurred in 2003 in connection with the origination of the loan. As such, more than a year has passed and all of Plaintiff's TILA and RESPA claims are barred. **WRONG**

C. Affirmative Defenses 11, 12, 21, and 22 Fail to State a Claim for Assignee Liability Under 2-619(a)(9).

Each of Scheffers' allegations under TILA and RESPA in connection with the origination of her loan fail to state a claim against the Trustee as assignee because there is no assignee liability for alleged

NO NOTARY DATES / SIGS

LA and RESPA violations that are not "apparent on the face" of the documents assigned. See 15

U.S.C. § 1641(a). Congress deliberately limited assignee liability when it amended TILA to provide as follows:

Except as otherwise specifically provided in this subchapter, any civil action for a violation of this subchapter or proceeding under Section 1607 of this title which may be brought against a creditor may be maintained against any assignee of such creditor only if the violation for which such action or proceeding is brought is apparent on the face of the disclosure statement, except where the assignment was involuntary.

See 15 U.S.C. § 1641(a). Congress expressed the purpose of this subsection as narrowing "considerably the potential scope of assignee liability," to "make compliance easier for creditors" and to limit civil liability for statutory penalties for only significant violations." *Ramadan v. Chase Manhattan Corp.*, 229 F.3d 194, 200 (2000), citing S. Rep. No. 96-73 (1979), reprinted in 1980 U. S. C. C. A. N. 10,236, 10,281. Beginning in 1998, an unbroken line of U.S. Court of Appeals and district court decisions has recognized that assignees are liable for the TILA disclosure violations of the creditors who originated the credit transactions only where the violations are "apparent on the face" of the documents assigned. See, *i.e., Balderos v. City Chevrolet, Buick & Geo, Inc.*, 214 F.3d 849, 853 (7th Cir. 2000). Here, the Trustee as plaintiff is not the original creditor and, thus, has no liability for the TILA and RESPA violations. Scheffers alleges. Affirmative Defenses 11, 12, 21, 22, and 23 should be dismissed for failure to state a claim.

SEE ABOVE

II. Scheffers' Claims Should Be Dismissed Under 735 ILCS 5/2-615.

A. Affirmative Defenses 1-10, 14-16, 18, and 19 Fail to State a Claim Regarding the Trustee's Purported Lack of Standing.

Scheffers alleges in Affirmative Defenses 1-10, 14-16, 18, and 19 that the Trustee has failed to establish that it has standing as the real party in interest. However, a recent decision makes clear that, under Illinois law, a plaintiff in a foreclosure action does not need to allege facts to establish standing. *U.S. Bank N.A. v. Sauer*, 392 Ill. App. 3d 942, 946, 913 N.E.2d 70,

3 (2d Dist. 2009). In *Sauer*, the assignee of a defendants' mortgage loan brought an action for foreclosure. *Id.* at 945. The trial court granted judgment of foreclosure and the borrowers appealed, arguing, *inter alia*, that U.S. Bank failed to establish it had standing. *Id.* at 946. The appellate court rejected this argument, stating: "Under Illinois law, a plaintiff need not allege facts establishing standing. Rather, it is defendant's burden to plead and prove lack of standing."

Id. (internal citations: omitted). **DONE OVER + OVER**

Moreover, the Illinois Mortgage Foreclosure Statute does not require a plaintiff to allege any facts regarding how it became the legal holder of defendant's mortgage or attach a copy of the assignment to the foreclosure complaint. See 735 ILCS 5/515-1504. See also *Klehm v. Grecian Chalet, Ltd.*, 164 Ill. App. 3d 610, 618, 518 N.E.2d 187 (4th Dist. 1987)(foreclosure plaintiff need not plead how it acquired title to loan). Illinois courts have also recognized that plaintiff's possession of the note and mortgage constitutes prima facie evidence of its ownership of these instruments. See *Lundy v. Messer*, 25 Ill. App. 2d 513, 167 N.E.2d 278 (2d Dist. 1960) (upholding right of plaintiff to foreclose based on possession of note and mortgage without written assignment).

AND THAT HAS NEITHER

Scheffers expanded on her standing arguments in her Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing, filed with the Court on or about March 3, 2010. Those arguments only serve to underscore that her challenges utterly lack merit. The Mortgage and Note are attached to the Complaint. See Exs. A and B to Foreclosure Complaint. Though Scheffers attempts to make much of the fact that they are not the originals, she has not pointed to any requirement that originals be attached, or even possessed by the Trustee. The initial mortgage holder is "Town and Country Credit Corp." and the mortgage was recorded at the Will County Recorder of Deeds. See Ex. A to Foreclosure Complaint. Subsequently, Town and

PHOTOCOPIES

WEAK- UCC

AS OWNER,
NOT AS HOLDER

Country Credit Corp., by its attorney in fact, assigned the mortgage and note to the Trustee, which brought the action to foreclose. The Assignment of Mortgage/Deed was recorded on March 18, 2009. See Ex. D to the Answer and Counter-complaint. This is a perfectly straightforward situation. To the extent the Trustee is required to establish standing, these documents do so.

TRUST
CLOSED IN
2004
IN
DEFAULT

WRONG - ONLY ORIGINALS

Scheffers' arguments to the contrary are without merit. She cites Ohio law, which allegedly requires something other than Illinois law, but that is entirely irrelevant here. See Affirmative Defense 1, p. 6. The Trustee has indisputably complied with the Illinois Mortgage Foreclosure Act, and is the proper party in interest.

WRONG

The bottom line is that no one but the Trustee is claiming the first mortgage lien interest in the property. Far from trying to steal Scheffers' property, the Trustee is simply enforcing its rights under documents that are binding on Scheffers. Scheffers admits she executed the note and mortgage and that she has not made the required payments. See Answer and Counter-Complaint, ¶¶3, 6(b). It's clear that when she filed her bankruptcy petition she did not mention any of the manifest injustices complained of here. Instead, she stated her intention of surrendering the property to the secured creditor. See Ex. 1, p. 31. Her hollow cry of lack of standing is entirely unavailing.

UNSECURED - DISMISSED IN BIL

→ CITY RESIDENTIAL

B. Affirmative Defenses 11, 17, 23-26 Fail to State Fraud Claims.

Scheffers asserts in Affirmative Defenses 11, 17, 23-26 claims for fraud, conspiracy to commit fraud, appraisal fraud, and "fraud upon the Court." Scheffers fails to allege the necessary elements of these claims or defenses. Accordingly, each fraud-related claim or defense should be dismissed.

In order to establish a claim for common law fraud, a plaintiff must allege: (1) a false statement of material fact; (2) knowledge that the statement was false; (3) intent that the

NO
WILFUL
CRIMES
LAW

statement induced plaintiff to act; (4) reliance on the truth of the statement; and (5) damages resulting from reliance on the statement. *Capricorn v. Brennan Magnersville, Inc.*, 339 Ill. App. 3d 927, 933, 791 N.E.2d 553, 558 (2d Dist. 2003). Scheffers fails to allege any of those elements in support of any of her fraud claims. Scheffers does not identify any false statements of material fact by the Trustee and does not allege that she relied on the truth of any purported false misstatement of fact. Accordingly, any claim for fraud should be dismissed under Section 2-615.

NO
LEGAL
STANDING

Scheffers' fraud on the court claim (Affirmative Defense 26) is ludicrous and incomprehensible. Scheffers references several exhibits which provide no clue what Scheffers is asserting, nor any evidence to support her allegations. In Scheffers' Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing, which is noticed for hearing on March 16, 2010 ("Standing Motion"), she again alleges fraud upon the court by filing a foreclosure complaint allegedly without having possession of the original mortgage, the original note, or the original assignment. See Standing Motion, p. 9. Scheffers has pointed to no authority requiring the Trustee possess the original documents.

UCC!

Since filing her Answer and Counter-Complaint, Scheffers appears to be building a fraud claim against the attorneys from Dykema Gossett PLLC, who represent the Trustee regarding Scheffers' Answer and Counter-Complaint. Scheffers sent the attached e-mails and purported ARDC report to various attorneys at Dykema Gossett and claims to have submitted the report to the ARDC. See e-mails and report attached as Exhibit 5.³ To the extent Scheffers alleges claims of fraud based on these documents against the attorneys of Dykema Gossett, the attorneys are not parties to this lawsuit. Thus, Scheffers has failed to state a claim against them.

SHOULD
BE JOINED

³ The Trustee requests the Court take judicial notice of these documents as public documents by virtue of Scheffers alleged submission of them to the ARDC.

C. Affirmative Defenses 4, 5, 6, 7, 8, 9, 10, 11, and 16 Fail to State a Claim Regarding Violations of Trust Documents.

Affirmative Defenses 4-11 and 16 purport to cite to isolated provisions of the Prospectus or Supplemental Prospectus for the Ameriquest Trust for which plaintiff is Trustee. Some of these defenses simply purport to quote from documents, without raising any specific issues. See Affirmative Defenses 4, 5, 7, 8, 9, and 11. Others rely on the Prospectus to support Scheffers' general argument that the Trustee is not a proper party to bring this suit, which has been refuted above. All of them are perhaps meant to leave the impression that, if isolated trust provisions were not adhered to perfectly (and there's no evidence this occurred), then Scheffers is entitled to a defense. Unfortunately, Scheffers, who has no financial interest in the Trust, has no standing to object. "A third party acquires no rights under a contract entered into by others unless the provision at issue was intentionally included for the direct benefit of the third party." *Weir*, **NOT 3rd PARTY!**

Freiburg & Thomas, P.C. v. Sara Lee Corp., 218 Ill. App. 3d 383, 393, 577 N.E.2d 1344, 1352 (1st Dist. 1991) (citations omitted). The intent to benefit a third party "must affirmatively appear from the language of the instrument when properly interpreted and construed." *Id.* (citations omitted).

Moreover, her objections make no sense on their face. Affirmative Defense 16, p. 12, purports to uncover *prima facie* fraud because the assignment was made more than five years after the Trust was "closed" on February 6, 2004. In support of this, she cites an excerpt from the Trust indenture which says that the Trust Closing Date was February 6, 2004, but this does not refer to a date when the Trust is out of business, simply the date when the securities were issued. See Glossary to the Trust, attached as Exhibit 6. **FALSE**

D. Affirmative Defenses 24, 25, and 26 Fail to State a Claim Regarding Activities of Other Entities.

Scheffers' last suite of affirmative defenses is a smorgasbord of invective and accusations against American Home Mortgage Servicing, Inc. ("AHMSI"), the servicer of the loan, Town and Country Lending, Ameriquet Mortgage Company, and the Trustee's attorneys, Pierce & Associates, among others. None of these parties has been joined in this action.

CALL THE STATES HIRED BY AHMSI TO FILED

Scheffers also asserts (Affirmative Defense 24, p. 15) that AHMSI failed to respond to a request for information made to it in July of 2009, and made several dunning phone calls relating to a discharged debt, presumably the debt on the mortgage note. Since AHMSI is not a party here, and no allegations concern the conduct of the Trustee, these claims should be dismissed for failure to state a claim against the Trustee.

POST-BK9

DID AHMSI HAVE BOTH COW FILMS OR NOT?

E. Scheffers' Remaining Claims and Defenses Should Be Dismissed.

The above sections demonstrate that Scheffers' Claims should be dismissed. However, there are a couple of other points to be made. For example, Scheffers claims there was no consideration for the assignment to the Trustee. See Affirmative Defense 18, p. 13. The very document she references expressly declares that the assignment was made "for good and valuable consideration." See Exhibit E to Answer and Counter-Complaint. Even if Scheffers' assertion was true, she fails to allege how any "lack of consideration" with respect to the assignment of her mortgage from one lender or servicer to another would impact her obligations under her mortgage.

NO CONTRACT/NO HOLDER IN THE COURSE

Finally, Scheffers claims the Trustee "failed to routinely protect itself with Title Search Insurance . . ." Affirmative Defense 19, p. 13. In addition to the fact that she has waived any right to the property, as discussed above, Scheffers once again fails to offer any facts to support these conclusory assertions or explain how any such title issues would preclude the Trustee's

WEDIC

JCC HOLDERS IN DUE COURSE / GOOD FAITH PURCHASER

right to foreclose on the property. Thus, Scheffers' remaining claims and defenses should be dismissed for failure to state a claim.

CONCLUSION

For each of the reasons set forth above, Deutsche Bank National Trust Company, as Trustee for Benefit of the Certificate Holders for Ameriquest Mortgage Securities Trust 2004-R3, Asset-Backed Pass Through Certificates, Series 2004-R1, respectfully requests the Court to grant the present motion and enter an Order dismissing Scheffers' affirmative defenses and counterclaims, with prejudice, pursuant to Section 735 ILCS § 2-619.1, and for any other relief which it deems proper under the circumstances.

Respectfully Submitted,

**DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE IN TRUST FOR
BENEFIT OF THE CERTIFICATE
HOLDERS FOR AMERIQUEST
MORTGAGE SECURITIES TRUST 2004-R3,
ASSET-BACKED PASS THROUGH
CERTIFICATES, SERIES 2004-R1**


By: Andy R. Jonker (ARD# 6283174)
DYKEMA GOSSETT PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
(312) 876-1700 (phone)
(312) 876-1155 (fax)

Case 09CH3797, Filed 08/26/2009

Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

PROOF OF SERVICE

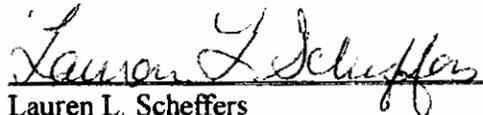
The undersigned certifies that true and correct copies of the foregoing instrument, *Notice of Filing of Defendant/Counter-Plaintiff Response to Plaintiff/Counter-Defendant's Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS Section 2-619.1*, to be served upon

Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing a copy of same in an envelope, properly addressed with postage prepaid by regular mail, and depositing said envelope at the United States Postal Service location at 3075 Book Rd, Suite 03, Naperville, IL 60564-8527 prior to 5:45 p.m. this 16th day of April, 2010, and to

Denis Pierce, David Rhodes
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

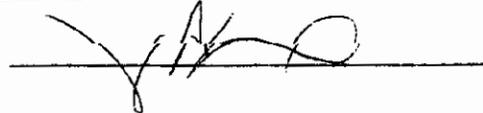
by placing a copy of same in an envelope, properly addressed with postage prepaid by regular mail, and depositing said envelope at the United States Postal Service location at 3075 Book Rd, Suite 03, Naperville, IL 60564-8527 prior to 5:45 p.m. this 16th day of April, 2010.



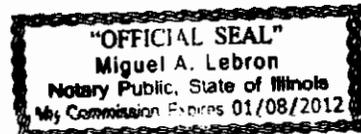
Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651


Date

Sworn to and subscribed before me this the 16th day of April, 2010.



My Commission Expires: 1/8/2012



STATE OF ILLINOIS

COUNTY OF WILL

**DEFENDANT CERTIFICATION - DEFENDANT/COUNTER-PLAINTIFF
RESPONSE TO PLAINTIFF/COUNTER-DEFENDANT'S MOTION TO
DISMISS /AFFIRMATIVE DEFENSES AND COUNTER-COMPLAINT
PURSUANT TO 735 ILCS SECTION 2-619.1**

Under penalties as provided by law pursuant to Section 1 109 of the Code of Civil Procedure (735 ILCS 5/1 109/from Ch. 110, par. 1 109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes the same to be true.

Lauren L. Scheffers

Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

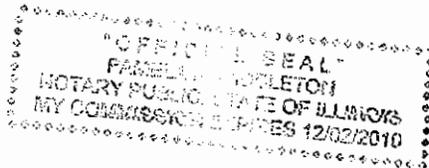
April 15, 2010
Date

Sworn to and subscribed before me this the 15 day of April, 2010.

Sandra C. Hudson

My Commission Expires:

12/02/10



STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,	)	Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)	
THE CERTIFICATE HOLDERS FOR AMERIQUEST	)	Judge Richard J. Siegel
MORTGAGE SECURITIES TRUST 2004-R1,)	
ASSET-BACKED PASS-THROUGH CERTIFICATES,)	
SERIES 2004-R1)	
)	
PLAINTIFF)	
)	
VS)	
)	
LAUREN SCHEFFERS; A/K/A LAUREN LEE)	
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)	
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)	
OWNERS AND NON RECORD CLAIMANTS:)	
)	
DEFENDANTS)	

DEFENDANT/COUNTER-PLAINTIFF RESPONSE TO PLAINTIFF/COUNTER-DEFENDANT'S MOTION TO DISMISS AFFIRMATIVE DEFENSES AND COUNTER-COMPLAINT PURSUANT TO 735 ILCS SECTION 2-619.1

NOW COMES Lauren L. Scheffers, Defendant/Counter-Plaintiff Pro Se "Defendant", in response to Deutsche Bank National Trust Company, as Trustee in Trust for the Benefit of the Certificate Holders for Ameriquest Mortgage Securities Trust 2004-R1 ("Plaintiff"), *Plaintiff/Counter-Defendant's Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS § 2-619.1* ("P Motion to Dismiss"), and states as follows:

Plaintiff has moved this Honorable Court to enter an order dismissing the Defendant's *Affirmative Defenses and Counter-Complaint pursuant to 735 ILCS Section 2-619.1 with prejudice*. Plaintiff's reasoning is flawed and fails in several respects.

1. The United States Bankruptcy Court has no jurisdiction over legal standing related to any foreclosure actions in the State Courts. In particular, Plaintiff's Argument Section I.A move to dismiss based on Defendant's failure to disclose claims during bankruptcy is a total misapplication of current state and federal laws. It is also a false statement:

a. Defendant/Debtor did, in fact, raise the issue of legal standing at the hearing for the American Home Mortgage Servicing, Inc. ("AHMSI") Motion to Modify the Automatic Stay ("Stay Motion") (see Group Exhibits C-4 and C-6) relative to this property on 04/24/09 (see Group Exhibit C-4, pages 4-10). The Honorable Judge Wedoff clearly indicated that federal jurisdiction relates only to the Stay Motion (see attached Group Exhibit C-4, pg. 9, lines 8-11).

b. The Pierce & Associates attorney for AHMSI as servicer for the Plaintiff stated that legal standing related to a foreclosure is a State Court issue. The Honorable Judge Wedoff concurred, that any legal standing issue raised during the bankruptcy related to the Stay Motion only and expired on the May 5, 2009 discharge date (see attached Group Exhibit C-4, pg. 7, lines 2-8).

c. Defendant/Debtor's former bankruptcy attorney, Stephen J. West, recently sent a letter to the IARDC, where he also stated that legal standing related to a foreclosure is a State Court issue (see attached Group Exhibit C-7, pgs. 2-3).

d. Per the Exhibits attached to this P Motion to Dismiss, neither the Plaintiff nor its servicer, AHMSI, was listed as a Secured Creditor. In spite of filing the Stay Order Motion, neither AHMSI nor the Plaintiff requested that

the bankruptcy filing be amended, when the record shows that it was amended twice. Neither was included on the Notice of Discharge to the Creditors.

There was never a Statement of Intent by the Defendant/Debtor to surrender the property to the Plaintiff or its servicer, AHMSL.

2. Per Plaintiff's Reply to Request for Production, the Plaintiff not only does not hold the original Mortgage or the original Note, but the Plaintiff does not know who does (see attached Group Exhibit A.2). Therefore, the Plaintiff committed a Fraud upon this Court in violation of the Illinois Mortgage Foreclosure Law, 735 ILCS 5/15, ("IMFL") that requires a "true and correct copies of the Mortgage and the Note" be attached to the foreclosure Complaint. Since the Plaintiff has no legal standing to file the Complaint, the Plaintiff has no legal standing to file this P Motion to Dismiss. Any judicial orders and rulings related to this case are void due to lack of jurisdiction. In addition, any sworn affidavits related to a foreclosure judgment in this case will constitute perjury.

3. Per the P Motion to Dismiss, Argument Section II.C, the Plaintiff states that the Affirmative Defenses (see attached Group Exhibits B-1 through B-6) "fail to state a claim regarding violations of trust documents." Yet, as submitted with the Defendant's Answer, and discussed in the November 24, 2009 hearing relative to the Defendant's Motion for Quiet Title, the trust prospectus violates two aspects of the Illinois Conveyances Act, 765 ILCS 5/28: 5/28 (bolding added): **Deeds, mortgages, powers of attorney, and other instruments relating to or affecting the title to real estate in this state, shall be recorded in the county in which such real estate is situated;** but if such county is not organized, then in the county to which such

unorganized county is attached for judicial purposes. ~~No deed, mortgage, assignment of mortgage, or other instrument relating to or affecting the title to real estate in this State may include a provision prohibiting the recording of that instrument, and any such provision in an instrument signed after the effective date of this amendatory Act shall be void and of no force and effect (see attached Group Exhibit B-5)~~

4. ~~The trust documents also state the Closing Date as "on or about February 6, 2004 (see attached Group Exhibit B-1). The trust documents further state, "The Offered Certificates will be sold by the Depositor to the Underwriters on the Closing Date" (see attached Group Exhibit B-3).~~

5. The trust documents also state that Ameriquest Mortgage Company was the Trust Seller (see attached Group Exhibit B.2). Yet, there is no assignment recorded with the Will County Recorder from Town & Country Lending to Ameriquest Mortgage Company. Therefore, the trust is not a legally enforceable Holder in Due Course.

6. The trust documents also state that the "certificates will not represent an ownership interest in or obligation of the Depositor, the Master Servicer, the Seller the Originators, the Trustee or any of their respective affiliates" (see attached Group Exhibit B-4). Therefore, the certificate holders are not the Real Party in Interest, either.

7. The trust documents also state, "The Offered Certificates will initially be represented by one or more global certificates registered in the name of a nominee of

The Depository Trust Company." Therefore, the trust has no investors that qualify as Real Party in Interest (see attached Group Exhibit B-3).

8. The Assignment of Mortgage/Deed from Town & Country Lending to the Plaintiff (see attached Group Exhibit C-1) dated 01/15/09 with an effective date of 2/11/09 was after the alleged trust had closed on or about 02/06/04 (see attached Group Exhibit B-1).

9. The Foreclosure Complaint states that the Date of the Mortgage is December 18, 2003. Yet, the settlement date of the refinanced mortgage and note did not occur until 12/31/03 (see attached Group Exhibit C-6). Therefore, no party owned the Mortgage or the Note on December 18, 2003.

10. With its Complaint and with this P Motion to Dismiss, the Plaintiff has submitted absolutely no legally admissible evidence that the Mortgage and Note for this property were even sold to this Trust or were reported to the SEC as part of this Trust prior to its closing date on or about 02/06/04. In fact, the P Motion to Dismiss indicates a totally different trust (Ameriquest Mortgage Securities Trust 2004-R3) than the trust specified in the Complaint (Ameriquest Mortgage Securities Trust 2004-R1).

11. In fact, AHMSI also sent copies of the Mortgage and the Note to the Defendant on 02/03/09 where the first page of the Mortgage is different than the first page of the Mortgage submitted with the Complaint and the first page of the Mortgage submitted with the Response to Defendant's Motion for Quiet Title. Note the hand-printed "Nations 03-2127" in the header that is missing from the AHMSI first page of the

Mortgage (compare attached Group Exhibits A-3 and A-4 with attached Group Exhibit C-2b.1))

12. Securitized mortgage notes are investment securities and are subject to the provisions of the Uniform Commercial Code – Investment Securities (810 ILCS 5/ Art. 8). The Plaintiff does not have legal standing as Real Party in Interest under the Uniform Commercial Code, so all Court orders or judgments related to this case are void.

APPLICABLE STANDARDS

According to 735 ILCS Section 2-619, “Involuntary dismissal based upon certain defects or defenses. (a) Defendant may, within the time for pleading, file a motion for dismissal of the action or for other appropriate relief upon any of the following grounds. **If the grounds do not appear on the face of the pleading attacked the motion shall be supported by affidavit**” (holding added).

According to Section 2-610, if the grounds do not appear on the face of the pleading attacked the motion shall be supported by affidavit (See *Doe v. Montessori School of Lake Forest*, 287 Ill. App. 3d 289, 295-96 (1997). No such affidavit was submitted by the Plaintiff with this P Motion to Dismiss.

A motion to dismiss admits all well pled facts together with all reasonable inferences which would be drawn from such facts are true but only for the purpose of the motion to dismiss. Mid-Town Petroleum, Inc. v. Dennis G. Dine, 72 Ill. App.3d 296, 390 N.E.2d 428 (1st Dist. 1979). Section 2-619 of the CCP is for involuntary dismissal of an action. 735 ILCS 5/2-619. It is for summary disposition of issues of law. Ketzie and 103rd Currency Exchange v. Hodge, 156 Ill.2d 1112 (1993). There are nine enumerated grounds for dismissal pursuant to §

2 – 619(a) of the C.C.P. 735 ILCS 5/2-619(a). Section 2 – 619(a) (9) is the broad provision of § 2 – 619(a) in which a “...claim asserted against a defendant is barred by other affirmative matter...” 735 ILCS 5/2-619(a) (9).

The term affirmative matter as used in § 2 – 619(a) (9) of the CCP is broader than the term affirmative defense. Ingersoll v. Klein, 106 Ill.App.2d 330 (1969). The term affirmative matter refers to something in the nature of a defense that negates the cause of action. Illinois Graphics Co. v. Nickum, 159 Ill.2d 469 (1994). **Pleadings must be construed with a view toward providing substantial justice between the parties.** Bowie v. Evanston, 168 Ill.App.3d 101, 522 N.E.2d 669 (1988) (bolding added).

An assignment is the transfer of identifiable property from the assignor to the assignee in which the parties must intend to effectuate an assignment at the time of the transfer though no particular language or procedure is necessary. Buck v. Illinois National Bank & Trust Co. (1967), 79 Ill.App.2d 101, 106, 223 N.E.2d 167, citing Klehm v. Grecian Chalet, Ltd. (1987), 164 Ill.App.3d 610, 617, 115 Ill.Dec. 662, 518 N.E.2d 187.

The Uniform Commercial Code provides that a negotiable instrument is transferred when it is endorsed by the transferor, and the transferee cannot enforce the instrument until the endorsement is made evidencing negotiation 810 ILCS 5/3-203(a).

While the assignment of a mortgage note carries with it an equitable assignment of the mortgage by which it was secured, (Inland Real Estate Corp. v. Oak Park Trust & Savings Bank, (1983) 127 Ill. App.3d 535, 542, 469 N.E.2d 204, 82 Ill.Dec. 670, and Moore v. Lewis, (1977), 51 Ill.App.3d 388, 391-392, 366 N.E.2d 594, 9 Ill.Dec. 337), it does not follow that an assignment of a mortgage constitutes a negotiation or endorsement of a note, and the

Plaintiff must demonstrate that it is holder of the note as well as the mortgage since the assignment of the mortgage is merely an incident to the debt, not the debt itself.

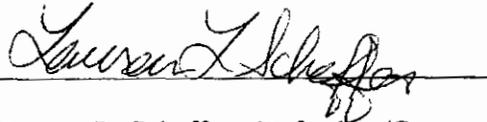
CONCLUSION

WHEREFORE, for the reasons stated herein pursuant to 735 ILCS §5/2-619(a)(2)

Defendant prays that this Honorable Court:

1. Dismiss Plaintiff's Complaint to Foreclosure Mortgage with prejudice
2. Dismiss P Motion to Dismiss with prejudice
3. Award reasonable fees and costs of suit
4. Such other or further relief as the Court deems proper under the circumstances.

Respectfully Submitted,



Lauren L. Scheffers, Defendant/Counter-Plaintiff Pro Se
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

EXHIBITS

1. Defendant Certification – Defendant/Counter-Plaintiff Response to Plaintiff/Counter-Defendant's Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS Section 2-619.1 (1 pg.)
2. Proof of Service (1 pg.)
3. List of Exhibits (1 pg.)

GROUP EXHIBIT A, DYKEMA GOSSETT PLLC

1. Defendant's First Request for Production (3 pgs.)
2. Plaintiff's Response to Defendant's First Request for Production (6 pgs.)
3. Mortgage, pg. 1 with Complaint (1 pg.)
4. Mortgage, pg. 1 with Response to Motion for Quiet Title (1 pg.)
5. Note, pgs. 1-2 with Complaint (2 pgs.)

GROUP EXHIBIT B, DEUTSCHE BANK NATIONAL TRUST

1. Trust Closing Date on or about February 6, 2004, DBT01.5 (1 pg.)
2. Trust Seller and Master Servicer, Ameriquet Mortgage Company, DBT01.6 (1 pg.)
3. The Certificates, DBT02 (1 pg.)
4. The Certificates are Obligations of the Trust Only, DBT05.1 (1 pg.)
5. Assignment of the Mortgage Loans, DBT07.1 (1 pg.)
6. The Seller and Master Servicer, DBT07.2 (1 pg.)

GROUP EXHIBIT C, AHMSI as servicer

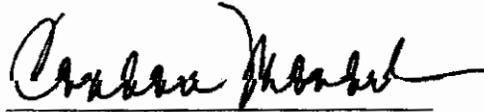
1. CitiResidential Lending Inc., as Attorney-In-Fact for Town and Country Credit Corp., Assignment of Mortgage/Deed dated January 15, 2009 with an effective date of 02/11/2009 returned to American Home Mtg. Servicing, Inc. (AHMSI)
2. AHMSI, servicer, package
 - a. Cover letter dated February 3, 2010 (3 pgs.)
 - b. Copies (4 pgs.)
 - 1) Mortgage, pg. 1 from AHMSI (1 pg.)
 - 2) Fixed Rate Note (2 pgs.)
 - 3) Signature/Name Affidavit with a date of December 18, 2003 with a notary stamp and full notary signature, except there is no notary information filled in, including the date (1 pg.)
3. AHMSI Motion to Modify the Automatic Stay, filed on 04/17/2009 by Pierce & Associates attorney, Christopher M Brown (3 pgs.)
4. Report of Proceedings in Chapter 7 Bankruptcy hearing on 04/24/2009, Pierce & Associates attorney, Yanick Polycarpe, on behalf of AHMSI (8 pgs.)
5. Order Modifying Stay on 04/24/2009
6. Settlement Statement dated 12/31/03 vs. mortgage/note dates of 12/18/03 (1 pg.)
7. IARDC letter dated March 10, 2010 (3 pgs.)

CERTIFICATE OF SERVICE

I, Candace Mandel, a non-attorney, certify that I caused to be served true and correct copy of the above PLAINTIFF'S REPLY IN SUPPORT OF ITS MOTION TO DISMISS, along with the attached document(s) referred to therein, upon the parties below, via First Class United States Mail, in a postage prepaid envelope deposited in the U.S. Mail Chute at 10 S Wacker Drive, Suite 2300, Chicago, Illinois, this May 7, 2010.

Ms. Lauren L. Schefers
1305 Morningstar Court
Naperville, IL 60564

Mr. Richard Elsiger & Mr. Mike Kemock
Pierce & Associates
13th Floor
One North Dearborn
Chicago, IL 60602



Candace Mandel

CHICAGO 029411231
FD-500 - 105240-0028

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY -- JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST)
COMPANY, AS TRUSTEE IN TRUST FOR)
BENEFIT OF THE CERTIFICATE HOLDERS)
FOR AMERIQUEST MORTGAGE SECURITIES)
TRUST 2004-R3 ASSET-BACKED PASS-)
THROUGH CERTIFICATES, SERIES 2004-R1)

Plaintiff,

vs.

LAUREN L. SCHEFFERS, A/K/A LAUREN)
LEE SCHEFFERS; UNKNOWN HEIRS AND)
LEGATEES OF LAUREN L. SCHEFFERS,)
IF ANY; UNKNOWN OWNERS AND)
NON-RECORD CLAIMANTS,)

Defendants.

LAUREN L. SCHEFFERS,

Counter-Plaintiff,

vs.

DEUTSCHE BANK NATIONAL TRUST)
COMPANY, AS TRUSTEE IN TRUST FOR)
BENEFIT OF THE CERTIFICATE HOLDERS)
FOR AMERIQUEST MORTGAGE SECURITIES)
TRUST 2004-R3 ASSET-BACKED PASS-)
THROUGH CERTIFICATES, SERIES 2004-R1,)

Counter-Defendant.

**-R3 TOTALLY
WRONG
TRUST**

Case No. 09 CH 3797

Judge Siegel

-R3

**PLAINTIFF'S REPLY IN SUPPORT OF ITS MOTION TO DISMISS AFFIRMATIVE
DEFENSES AND COUNTER-COMPLAINT PURSUANT TO 735 ILCS 6-2-619.1**

Nothing in counter-plaintiff Scheffers' response overcomes the fact that her scattershot of affirmative defenses and counterclaims against the Trustee¹ should be dismissed because: (1) she

¹ Plaintiff/Counter-Defendant Deutsche Bank National Trust Company, As Trustee In Trust For Benefit Of The Certificate Holders For Ameriquest Mortgage Securities Trust 2004-R3, Asset-Backed Pass Through Certificates, Series 2004-R1 ("Trustee").

-R3

NO PARAGRAPH NUMBERS

is judicially estopped from bringing these defenses and claims, (2) the defenses and claims are time-barred, (3) there is no assignee liability under the statutes upon which she purports to rely, and (4) her claims are otherwise legally insufficient. Scheffers both ignores the Trustee's arguments and raises new issues that are completely unsupported by the facts and law.

Argument

I. Scheffers Does Not Rebut that Her Affirmative Defenses and Counterclaim Fail Under 735 ILCS 5/2-619(a)(9).

As shown below, Scheffers fails to rebut that her affirmative defenses and counterclaims are defeated by a variety of affirmative matters.

X **First**, Scheffers has not rebutted (1) that she initiated Chapter 7 Bankruptcy proceedings in January 2009, (2) that she failed to disclose any of these claims or defenses, and (3) that she filed a Statement of Intent during the bankruptcy representing that she would *surrender* the property that is the subject of this foreclosure action. See Mot. To Dismiss, Ex. 1, p. 31. As such, each of Scheffers' Claims are barred by judicial estoppel and should be dismissed pursuant to 735 ILCS 5/2-619(a)(9). See *Cannon-Stokes v. Potter*, 453 F.3d 446, 448 (7th Cir. 2006); *Dailey v. Smith*, 292 Ill. App. 3d 22, 24-25, 684 N.E.2d 991, 993 (1st Dist. 1997).

Scheffers utterly fails to address the estoppel argument and asserts (1) that the Bankruptcy court has ~~no jurisdiction over legal standing issues in Illinois state courts~~ and (2) that the Trustee has made false statements. Resp. at 1-2. As to the former, this argument is irrelevant and, in fact, incorrect. The Trustee, however, has demonstrated, as argued in its Response to Scheffers' Motion to Dismiss for Lack of Legal Standing, that it has legal standing to sue Scheffers for mortgage foreclosure because it has complied with the Illinois Mortgage Foreclosure Act ("Foreclosure Act") by filing a complaint containing the statutorily required

NO PARAGRAPH NUMBERS

allegations and attaching a copy of the mortgage and note. See 735 ILCS 5/15-1504(a); Compl. Exs. A and B; Resp. to Mot. to Dismiss for Lack of Legal Standing.

NOT YET VERIFIED - DOES

NOT HOLD EITHER

Scheffers further responds that the Trustee was not listed on the notice of discharge to creditors, but she fails to understand that this is because the Bankruptcy Court granted the Motion to Lift the Stay so that the Trustee could pursue foreclosure. Resp. pp. 2-3; Exs. 2 and 3 to Mot. to Dismiss. Scheffers also claims she never made a statement of intent to surrender. Resp., pp. 2-3. This plainly contradicts the bankruptcy documents she signed and submitted to the bankruptcy court, and she does not offer an affidavit to support her contradictory claim here. See Ex. 1, p. 31 to Mot. to Dismiss. The Court may take judicial notice of Scheffers' bankruptcy documents filed with the bankruptcy court. See *People v. Grau*, 263 Ill. App. 3d 874, 876, 636 N.E.2d 1085, 1086 (2d Dist. 1994).

X **Second**, Scheffers entirely fails to address that her affirmative defenses and counterclaims, including but not limited to Affirmative Defenses 11, 12, 21, and 22 to the extent that they purport to allege violations of RESPA and TILA, are barred by the one year statute of limitations for bringing these actions because she obtained the mortgage in 2003. See 15 U.S.C. 1640(e); 12 U.S.C. § 2614.

R **Third**, Scheffers utterly fails to address that her affirmative defenses and counterclaims, including but not limited to Affirmative Defenses 11, 12, 21, and 22 to the extent that they purport to allege violations of RESPA and TILA, are barred by prohibition against assignee liability, and should be dismissed pursuant to Section 2-619(a)(9) of the Illinois Code of Civil Procedure. See 15 U.S.C. § 1641(a); *Balderos v. City Chevrolet, Buick & Geo, Inc.*, 214 F.3d 849, 853 (7th Cir. 2000). Scheffers' Affirmative Defenses and Counterclaims should be dismissed.

NO PARAGRAPH NUMBERS

II. Scheffers' Affirmative Defenses and Counterclaim Fail Under § 2-615.

X First, Scheffers' affirmative defenses and counterclaims, including but not limited to Affirmative Defenses 1-10, to the extent that they attack the Trustee's standing as the real party in interest, are insufficient at law under § 2-615(a) because, under Illinois law, a plaintiff in a foreclosure action does not need to allege facts to establish standing. *U.S. Bank N.A. v. Sauer*, 392 Ill. App. 3d 942, 946, 913 N.E.2d 70, 73 (2d Dist. 2009).

In response, Scheffers argues that the Trustee and its investors are not real parties in interest and cites to the alleged prospectus for the Ameriquest Mortgage Securities Trust 2004-R1 (the "Trust") in support. *Scheffers' Resp.*, pp. 4-5, ¶¶ 6-7. Scheffers fails to provide a comprehensible explanation of her argument or any legal support. Further, as argued above, Scheffers has no financial interest in the Trust, thus, she has no standing to object to the alleged prospectus. She further argues that no party owned the mortgage and note on the date she signed the mortgage (December 18, 2003), and in support claims the settlement of the loan did not occur until December 31, 2003. *Resp.*, p. 5, ¶9. Scheffers fails to argue how this is a defense or a counterclaim and does not provide any legal support for her argument.

Reaching outside her own counterclaim, Scheffers next purports to assert the entirely new allegation that mortgages and notes are investment securities that are subject to Illinois' Uniform Commercial Code, 810 ILCS 5/8 et seq. ("UCC"), and that the Trustee does not have standing under the UCC as a real party in interest. *Resp.* at 6, ¶ 12. Scheffers further argues that the Trustee must demonstrate that it is the holder of the note and the mortgage because the assignment of the mortgage is incident to the debt, not the debt itself. *Id.* at 7-8. Of course, it is improper to assert new causes of action in response to a motion to dismiss. However, even if she were allowed to do so, Scheffers offers no legal support for her claim other than a jumble of citations to irrelevant case law and statutes regarding endorsement of negotiable instruments.

KCS?

NO PARAGRAPH NUMBERS

The law in this regard is clear: Under Illinois law, a plaintiff is not required to allege any facts regarding how it became the legal holder of a mortgage or even attach a copy of the assignment to the foreclosure complaint. See 765 ILCS 5/28 and 735 ILCS 5/15-1504; see also *Kiehm v. Grecian Chalet, Ltd.*, 164 Ill. App. 3d 610, 618, 518 N.E.2d 187 (4th Dist. 1987) (foreclosure

plaintiff need not plead how it acquired title to loan). Illinois courts have also recognized that plaintiff's possession of the note and mortgage constitutes *prima facie* evidence of its ownership of those instruments. See *Lundy v. Messer*, 25 Ill. App. 2d 513, 167 N.E.2d 278 (2d Dist. 1960) (unholding right of plaintiff to foreclose based on possession of note and mortgage without

ABSOLUTELY CRITICAL

written assignment). Even if the Trustee were required to do so, the assignment Scheffers attached to her Response assigns and transfers both the mortgage and the note to the Trustee.

PLAINTIFF HAS

See Resp., Group Ex. C, at 1.

AFTER TRUST CLOSED

NEITHER

A Second Scheffers' affirmative defenses and counterclaims, including but not limited to Affirmative Defenses 11, 17, 23, 24, 25, and 26, to the extent that they purport to allege fraud, are insufficient at law because they fail to set forth the elements of fraud necessary to state a claim. *Capiccioni v. Brennan Naperville, Inc.*, 339 Ill. App. 3d 927, 933, 791 N.E.2d 553, 558 (2d Dist. 2003). Scheffers makes no attempt to set forth the elements of fraud or argue against this point.

TOTALLY FALSE 1-109 EXHIBIT IL FIN CRIMES

ABSOLUTELY CRITICAL

Scheffers responds that the Trustee lacks legal standing and committed a fraud on the Court because it does not hold the original mortgage and note. In so doing, Scheffers cites to the Foreclosure Act but admits that it merely requires attachment of copies of the mortgage and note

FALSE + TRUE + CORRECT

to a foreclosure complaint. Resp. at 3. As noted above, the Trustee has fully complied with the requirements of the Foreclosure Act, and Scheffers has provided nothing to show that the Trustee is required to attach an original of the mortgage and note to the Complaint

TRUE + CORRECT - HOW? IF PLAINTIFF DOES NOT HOLD EITHER

NO PARAGRAPH NUMBERS

X **O** Third, Scheffers' affirmative defenses and counterclaims, including but not limited to Affirmative Defenses 4, 5, 6, 7, 8, 9, 10, 11, 16, which cite to provisions of the Trust, are insufficient at law because Scheffers is not the holder of the Trust certificates, and therefore has no standing to enforce the provisions of the Trust. Moreover, these affirmative defenses and claims don't point to any actionable events.

ABSOLUTELY CRITICAL

Scheffers responds that the trust prospectus somehow violates the Illinois Conveyance Act, 765 ILCS 5/28 ("Conveyances Act") (1) because it contains a reference to not recording assignments, (2) because the assignment was recorded after the Trust closed allegedly resulting in the Trustee not being a holder in due course, (3) and because there was no assignment from Town & Country to Ameriquest. Resp. at 3-4, ¶¶ 3-8. These arguments make no sense and Scheffers offers no legal justification for them. Further, Scheffers has no financial interest in the

NO, EFFECTUATE

Trust, and thus she has no standing to object to any alleged prospectus. See *Neil, Fairburg & Thomas, P.C. v. Sara Lee Corp.*, 218 Ill. App. 3d 383, 393, 577 N.E.2d 1344, 1352 (1st Dist. 1991). The intent to benefit a third party "must affirmatively appear from the language of the instrument when properly interpreted and construed." *Id.* Scheffers fails to argue that she is an intended third party beneficiary of the prospectus or to demonstrate language in the alleged prospectus showing she was intended to be a third party beneficiary. Scheffers' lack of standing as a third party beneficiary and her failure to connect the alleged prospectus to the mortgage nullify her argument. Moreover, Scheffers has failed to show how the alleged prospectus violates the Conveyances Act and, if it did, how that would affect the Trustee's legal standing to bring a foreclosure lawsuit.

IRRELEVANT
NOT 3rd PARTY
DEFENDANT!

Furthermore, Scheffers has offered nothing to show that a lack of assignment from Town & Country to Ameriquest has any impact on the Trustee's legal standing to how it violates the

FENDOUS - NOT REAL PARTY IN INTEREST / DOESN'T KNOW

WHO IS UCC HOLDER IN DUE COURSE PER 26.4 ABOVE

NO PARAGRAPH NUMBERS

Conveyances Act. As noted above, nothing in Illinois law requires a plaintiff to allege in a

PLAINTIFF IS NOT LEGAL HOLDER

foreclosure complaint how it became the legal holder of a mortgage or to attach a copy of the

assignment to the foreclosure complaint, and a plaintiff's possession of the note and mortgage

constitutes prima facie evidence of its ownership of those instruments. See supra, p. 5.

AND PLAINTIFF HOLDS NEITHER

Scheffers has failed to provide any support for her claim to the contrary.

Scheffers further responds that the Trustee has provided no admissible evidence that the mortgage and note were sold to the trust prior to its closing date. Resp. at 5, ¶ 10. Scheffers attached to her answer, affirmative defenses, and counterclaim and to her motion to dismiss a copy of the assignment from Town & Country, acting as attorney-in-fact, to the Trustee. Mot. to Dismiss, Ex. D. If the Trustee was required to establish assignment at the pleading stage (which it is not under Illinois law), this assignment does so. The initial mortgage holder is "Town and Country Credit Corp." and the mortgage was recorded at the Will County Recorder of Deeds.

NO POWER OF ATTORNEY RECORDED

See Ex. A to Compl. Subsequently, Town and Country Credit Corp., by its attorney in fact, assigned the mortgage and note to the Trustee, which brought the action to foreclose. See Ex. A to Compl. The Assignment of Mortgage/Deed was recorded on March 18, 2009. See Ex. D to the Answer, Affirmative Defenses, and Counter-Complaint. To the extent the Trustee is required to establish standing, these documents do so and Scheffers' ignorant insistence to the contrary does not change these facts.

**EFFECTIVE AFTER TRUST CLOSED
SOLD TO TRUST WAS NOT
LENDER/TOWN & COUNTRY**

In further response, Scheffers improperly offers another new argument that there are two different trusts, but she offers nothing to support this claim other than her flatly unreasonable interpretation of the name of the trust. Resp. at 5, ¶ 10. On the contrary, nothing in the facts set forth in any pleading suggests there are two trusts, and Scheffers no new facts to support this

unfounded speculation.

2004-R3 IS NOT THE PLAINTIFF, 2004-R2

NO PARAGRAPH NUMBERS

X

FOURTH

Scheffers' affirmative defenses and counterclaims, including but not limited to Affirmative Defenses 24, 25, and 26, which purport to state causes of action or defenses against entities other than the Trustee, are insufficient at law because such other entities are not parties to this litigation pursuant to 735 ILCS 5/2-615(a).

IS AGAINST CLIENT

Scheffers also argues, briefly, that the copy of the mortgage attached to the foreclosure Complaint is different from the copy the Trustee provided in discovery because the copy attached to the Complaint has handwriting on the front page stating "Nations 03-2127." Resp. at 5, ¶ 11. Scheffers fails to explain how the handwriting has any impact on the Complaint or the Mortgage itself and she points to nothing else to support her argument.

2 DIFFERENT MORTGAGES

III. Allowing Scheffers' Motion for Leave to Amend Would be an Exercise in Futility.

Many of Scheffers' responsive arguments are virtually identical to the bald assertions she raises in her Motion to Dismiss for Lack of Legal Standing. Scheffers' Motion for Leave to File an Amended Motion to Dismiss, in which she proposes to correct the procedural deficiencies of her Motion to Dismiss for Lack of Legal Standing is futile because even her motion fails on the merits as argued above and in the Trustee's Response to Scheffers' Motion to Dismiss. For these reasons, the Court should grant the Trustee's Motion to Dismiss Defendant's Affirmative Defenses and Counterclaim, should deny Scheffers' Motion to Dismiss the Foreclosure Complaint for Lack of Legal Standing, and should deny Scheffers' Motion for Leave to File an Amended Motion to Dismiss.

COURT DID SO WITH NO HEARING

Conclusion

For the reasons set forth above, and as more fully stated in its motion and supporting memorandum, Deutsche Bank National Trust Company, as Trustee for Benefit of the Certificate Holders for American West Mortgage Securities Trust 2004-R3, Asset-Backed Pass Through Certificates, Series 2004-R1, respectfully requests the Court grant its Motion to Dismiss

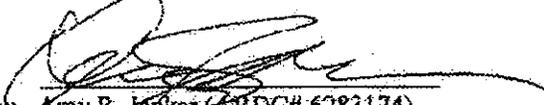
WRONG TRUST AGAIN

NO PARAGRAPH NUMBERS

Defendant's Affirmative Defenses and Counterclaim, deny Scheffers' Motion for Leave to File an Amended Motion to Dismiss, and deny Scheffers' Motion to Dismiss for Lack of Legal Standing and for any other relief which it deems proper.

Respectfully Submitted,

**DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE IN TRUST FOR
BENEFIT OF THE CERTIFICATE HOLDERS
FOR AMERIQUEST MORTGAGE
SECURITIES TRUST 2004-R3, ASSET-
BACKED PASS THROUGH CERTIFICATES,
SERIES 2004-R1**


By: Amy R. Jankov (ARDC# 6283174)
DYKEMA GOSSETT PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
(312) 876-1700 (phone)
(312) 876-1155 (fax)

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

Deutsche Bank Trustee
Plaintiff

VS

Lauren Schepfers
Defendant

CASE NO: 09 CH 3797

COURT ORDER

This cause coming to be heard on Lauren Schepfers Motion to Compel, Motion to Correct Order, and Motion to Reconsider, the Court being fully advised in the Premises, IT IS ORDERED:

Defendant's motions are denied for the reasons stated by the Court on the record. All filings by Defendant Schepfers related to affirmative defenses, counterclaims, or related defense matters must be submitted to the Court for written approval regarding whether Plaintiff must respond or whether the filings will be stricken without hearing or further briefing. Defendant Schepfers is granted leave, over objection, to file an Amended Answer.

Attorney or Party, if not represented by Attorney

Name Amy Jonker
ARDC # 62-83174
Firm Name Dykens Gossett
Attorney for Deutsche
Address 10 S. Walker #2300
City & Zip Chicago IL 60606
Telephone 312-576-1700

Dated: 8-12, 2010

Entered: [Signature]
Judge

PAMELA J. MCGUIRE, CLERK OF THE CIRCUIT COURT OF WILL COUNTY

GROUP EXHIBIT 11

STATE OF ILLINOIS
COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST)
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
PLAINTIFF)
VS)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS, UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
DEFENDANTS)

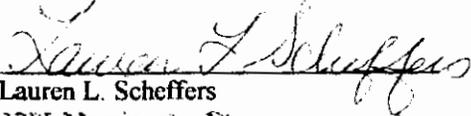
09CH3797

NOTICE OF MOTION

To: By USPS Priority Mail
Patrick Stanton, Amy Jonker
Dyken & Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

By USPS Priority Mail
Denis Pierce, David Rhodes
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

PLEASE TAKE NOTICE that on **March 10, 2010**, at **1:30 p.m.** in **Room 129** of the Joliet Court House Annex, 57 N. Ottawa, Joliet, Illinois 60432, the undersigned will present before the **Honorable Judge in Room 129, the Defendant/Counter-Plaintiff Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing**, a copy of which is included hereto and served upon you.


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

Case 09CH3797, Filed 08/26/2009

Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

PROOF OF SERVICE

The undersigned certifies that true copies of the foregoing instrument, *Defendant/Courier-Plaintiff Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing*, to be served upon

Denis Pierce, David Rhodes
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

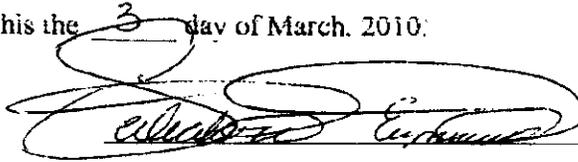
by placing a copy of same in a USPS Priority Mail envelope with Delivery Confirmation Receipt 0309 2690 0001 51771 5242, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 5:45 p.m. this 3rd day of March, 2010 and to

Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing a copy of same in a USPS Priority Mail envelope with Delivery Confirmation Receipt 0308 2690 0001 51771 5235, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 5:45 p.m. this 3rd day of March, 2010.


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651
March 3, 2010
Date

Sworn to and subscribed before me this the 3 day of March, 2010:



My Commission Expires: 03/28/2012



STATE OF ILLINOIS
COUNTY OF WILL

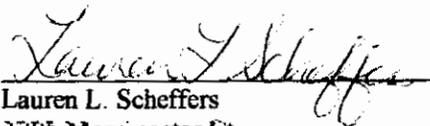
IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST)
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
PLAINTIFF)
VS)
LAUREN S SCHEFFERS A/K/A LAUREN LEE)
SCHEFFER S, UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
DEFENDANTS)

NOTICE OF MOTION-AMENDED DATE

To:	By ordinary mail	By ordinary mail
	Patrick Stanton, Amy Jonker	Demis Pierce, David Rhodes
	Dykeema Gossett PLLC	Pierce & Associates
	10 South Wacker Drive, Suite 2300	Thirteenth Floor
	Chicago, IL 60606	1 North Dearborn
		Chicago, IL 60602

PLEASE TAKE NOTICE that on **March 16, 2010**, at 1:30 p.m. in **Room 129** of the Joliet Court House Annex, 57 N. Ottawa, Joliet, Illinois 60432, the undersigned will present before the **Honorable Judge in Room 129, the Defendant/Counter-Plaintiff Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing**, a copy of which is included hereto and served upon you.


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

Case 09CH3797, Filed 08/26/2009
Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

PROOF OF SERVICE

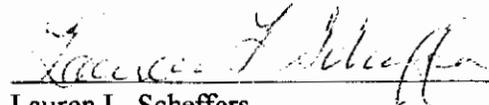
The undersigned certifies that true copies of the foregoing instrument, *Notice of Motion- Amended Date*, to be served upon

Denis Pierce, David Rhodes
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

by placing a copy of same in an envelope, properly addressed with postage prepaid by regular mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 5:45 p.m. this 5th day of March, 2010, and to

Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing a copy of same in an envelope, properly addressed with postage prepaid by regular mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 5:45 p.m. this 5th day of March, 2010, and to



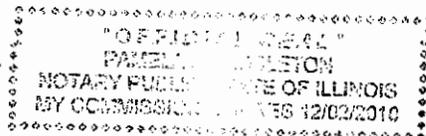
Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

March 5, 2010
Date

Sworn to and subscribed before me this the 5th day of March, 2010.



My Commission Expires: 12/02/10



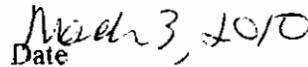
STATE OF ILLINOIS

COUNTY OF WILL

**DEFENDANT CERTIFICATION - MOTION TO DISMISS COMPLAINT
TO FORECLOSE MORTGAGE FOR LACK OF LEGAL STANDING**

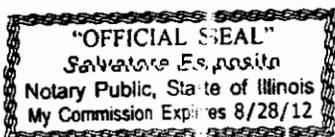
Under penalties as provided by law pursuant to Section 1109 of the Code of Civil Procedure (735 ILCS 5/1109/from Ch. 110, par. 1109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes the same to be true.


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651


Date

Sworn to and subscribed before me this the 3 day of March, 2010.

My Commission Expires: 03/28/2012



STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – IOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CH3797
AS TRUSTEE, IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST)
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)

PLAINTIFF)

VS)

LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)

DEFENDANTS)

**DEFENDANT/COUNTER-PLAINTIFF MOTION TO DISMISS COMPLAINT
TO FORECLOSE MORTGAGE FOR LACK OF LEGAL STANDING**

Lauren L. Scheffers, Defendant/Counter-Plaintiff Pro Se, moves to dismiss Plaintiff's Complaint to Foreclose Mortgage for lack of legal standing as Real Party in Interest/Holder in Due Course pursuant to the Illinois Mortgage Foreclosure Law (735 ILCS 5/A.rt. XV) and the Illinois Conveyances Act (765 ILCS 5/0.01), and states as follows in support.

GENERAL STATEMENT RE: NO WAIVER OF RIGHTS

Defendant/Counter-Plaintiff expressly states that (a) Defendant/Counter-Plaintiff is not raising all legal issues related to Plaintiff's lack of legal standing in its Foreclosure Complaint that could be raised and (b) the failure to raise such legal

issues here is not intended to waive the raising of the many additional legal issues, such as those raised in the Motion for Quiet Title hearing on January 28, 2010, per the Report of Proceedings.

Specifically, the Defendant/Counter-Plaintiff is not waiving the many legal issues raised in the Answer and Counter-Complaint served upon the Plaintiff/Counter-Defendant on 11/13/09, to which the Plaintiff has failed to file a responsive pleading to deny any referenced exhibits.

Defendant also reserves the right to raise at any hearing or trial in this matter all legal issues, including Fraud upon the Court, attorney malpractice, and commission of a crime under the Illinois Financial Crime Law, Public Act 093-0440, effective 08/05/2003 (720 ILCS 5/16H), by the Plaintiff and its two law firms, Pierce & Associates LLC and Dykema Gossett PLLC and the individual attorneys from both law firms.

PLAINTIFF VIOLATION OF THE ILLINOIS MORTGAGE FORECLOSURE

LAW

The Illinois Mortgage Foreclosure Law specifies the Form of Complaint at (735 ILCS 5/15-1504, Pleadings and Service) (bolding added):

- (a) *Form of Complaint. A foreclosure complaint may be in substantially the following form:*
- (1) *Plaintiff files this complaint to foreclose the mortgage (or other conveyance in the nature of a mortgage) (hereinafter called "mortgage") hereinafter described and joins the following person as defendants: (here insert names of all defendants).*
 - (2) *Attached as Exhibit "A" is a copy of the mortgage and as Exhibit "B" is a copy of the note secured thereby.*
 - (N) *Capacity in which plaintiff brings this foreclosure (here indicate whether plaintiff is the legal holder of the*

indebtedness, a pledgee, an agent, the trustee under a trust deed or otherwise, as appropriate)

(b) Required Information

(c) Allegations. The statements contained in a complaint in the form set forth in subsection (a) of Section 15-1504 are deemed and construed to include allegations as follows:

(1) on the date indicated the obligor of the indebtedness or other obligations secured by the mortgage was justly indebted in the amount of the indicated original indebtedness to the original mortgagor or payee of the mortgage note;

(2) that the exhibits attached are true and correct copies of the mortgage and note and are incorporated and made a part of the complaint by express reference;

(3) that the mortgagor was at the date indicated an owner of the interest in the real estate described in the complaint and that as of that date made, executed and delivered the mortgage as security for the note or other obligations;

(4) that the mortgage was recorded in the county in which the mortgaged real estate is located, on the date indicated, in the book and page or as the document number indicated;

Per the Plaintiff's Response to Defendant's First Request for Production ("Response"), the Plaintiff did not have the original mortgage, the original note, nor the original assignment (see Group Exhibit A.2) at the time of filing this Complaint to Foreclose Mortgage "Complaint" on August 26, 2009 and "investigation continues".

Without the original note, the Plaintiff was also unable to produce the signatures on the back of the note that assigned the note to "blank" to demonstrate noteholder status.

Not only has the Plaintiff been unable to submit any admissible evidence that the Plaintiff has legal standing as Real Party in Interest or even that this note was ever sold to the Plaintiff, the Plaintiff has violated the allegations related to the filing of this Complaint (see (c) (2) above).

PLAINTIFF VIOLATION OF THE ILLINOIS CONVEYANCES ACT

The Illinois Conveyances Act at (765 ILCS 5/28) states the following related to Chapter 76 5 Property (bolding added):

“Deeds, mortgages, powers of attorney, and other instruments relating to or affecting the title to real estate in this state, shall be recorded in the county in which such real estate is situated; but if such county is not organized, then in the county to which such unorganized county is attached for judicial purposes. No deed, mortgage, assignment of mortgage, or other instrument relating to or affecting the title to real estate in this State may include a provision prohibiting the recording of that instrument, and any such provision in an instrument signed after the effective date of this amendatory Act shall be void and of no force and effect.”

Per the Supplement Prospectus of this Trust, *“the Depositor will not cause to be recorded any Assignment which relates to a Mortgage Loan in any jurisdiction...”* (see Group Exhibit B.6). In addition, *“the Depositor will deliver to the Trustee...(iii) an assignment of the mortgage in recordable form endorsed in blank without recourse, reflecting the transfer of the Mortgage Loan.”*

Instead of using such a “securitized assignment”, a defective assignment was created by Citi Residential Lending Inc. to the Plaintiff on January 15, 2009 with an effective date of 02/11/2009 and a recording date of 03/18/2009 (see Group Exhibit D.5), when the Trust had closed years before on February 6, 2004 (see Group Exhibit B.1).

In addition, Town & County Lending was the Originator, while Ameriquest Mortgage Company was the Seller to the Trust (see Group Exhibit B.6), when the trust name is Ameriquest Mortgage Securities. Yet, there are no recorded assignments from Town & Country Lending to Ameriquest Mortgage Company or

Ameriquest Mortgage Securities for either Ameriquest entity to have legal standing to sell the note to the trust.

Therefore, due to the stated requirement to not record assignments per the Prospectus (see Group Exhibit B.6 as quoted above), the Plaintiff not only has violated the Illinois Conveyances Act, but a defective assignment was created to record with the Will County Recorder to cover-up the failure to record prior assignments, to perpetrate a further Fraud upon the Court. As a result, there is no legally enforceable Holder in Due Course.

The Defendant/Counter-Plaintiff moves to dismiss Plaintiff's Complaint to Foreclose Mortgage for lack of legal standing. The Defendant/Counter-Plaintiff also prays that the Court will consider an order to dismiss Plaintiff's Complaint to Foreclose Mortgage for lack of legal standing *with prejudice* due to Fraud upon the Court by filing without having the original mortgage, note, or assignment and then by having its servicer, Citi Residential Lending, create a defective assignment on its behalf.

STATEMENT OF FACTS

The Defendant/Counter-Plaintiff refinanced three mortgages with Town & Country as Originator for Ameriquest Mortgage Company in December of 2003. Group Exhibit I D includes the legal documents related to the closing and Citi Residential Lending/American Home Mortgage Servicing Inc. ("AHMSI") as servicers (see Group Exhibit D.1 for a Timeline of this property).

Although the Defendant/Counter-Plaintiff signed the mortgage and note on December 18, 2003, the actual settlement did not occur until December 31, 2003 (see Group Exhibit D.2)

Citi Residential Lending sent a letter to the Defendant/Counter-Plaintiff on October 23, 2007 stating that the "Creditor to whom the obligation is owed is Ameriquest Mortgage Securities, Inc., Asset Backed Pass Through Certificates Series 2004-R1" (see Group Exhibit D.3). Yet, there was no record of any assignment by Town & Country Lending filed with the Will County Recorder.

After unexpected financial problems related to tenants in the properties, as well as the deteriorating job market for Information Technology Professionals, the Defendant/Counter-Plaintiff was unable to pay two mortgages. On December 2, 2008, Citi Residential Lending sent a letter of Notice of Intention to Foreclose (see Group Exhibit D.4).

On that date, the Defendant/Counter-Plaintiff met with a bankruptcy attorney and paid the requisite deposit to begin the Chapter 7 Bankruptcy filing, which was filed on January 30, 2009. Per Schedule D, Citi Residential Lending was listed as the secured creditor for this property (see Group Exhibit D.6).

On April 17, 2009, AHMSI filed a Motion to Modify the Automatic Stay (see Group Exhibit C.3). The motion states that the Creditor is: **American Home Mortgage Servicing, Inc., as successor in interest to Option One Deutsche Bank National Trust Company**, as Trustee in trust for the benefit of the Certificateholders for Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through

Certificates, Series 2004-R1. Nowhere is there any reference to AHMSI acting as servicer in the Stay Motion. The Stay Motion includes these statements:

2. *American Home Mortgage Servicing, Inc. holds the first mortgage lien on the Property located at 1305 Morningside Court, Naperville, IL*
3. *The debt is based on a December 31, 2003, Mortgage and Note in the original sum of \$179,500.00.*

Per that filing, the "debt is based on a December 31, 2003, Mortgage and Note", which is the Settlement Date. Yet, this Complaint indicates the debt is based on a December 18, 2003, Mortgage and Note. Yet, Pierce & Associates was the same law firm for these two different clients.

Per the Report of Proceedings for 04/24/2009 (see Group Exhibit C.4), the Defendant/Counter-Plaintiff appeared at the hearing to question the legal standing of AHMSI. The Pierce & Associates attorney, as an Officer of the Court, stated to the Honorable Judge Black, "The motion is brought by American Home as servicer for Deutsche Bank as trustee for the Amerquest Securities Trust, so Amerquest still owns the loan." (see Group Exhibit C.4, page 5, lines 12-21).

Yet, there is no mention of the status of AHMSI as "servicer" in the Stay Motion, only as "**as successor in interest to Option One Deutsche Bank National Trust Company**".

The Honorable Judge Wedoff, presiding in the absence of the Honorable Judge Black, approved the Order Modifying the Stay on 04/24/2009 (see Group Exhibit C.5) for a bankruptcy that closed on May 5, 2009 (see Group Exhibit D.7).

Despite the urgency of AHMSI with its Motion to Modify the Stay Order, just 3 weeks before the bankruptcy closed, this foreclosure action did not begin until 4 months later, when the Plaintiff, through its legal counsel, Pierce & Associates, filed a Lis Pendens on August 26, 2009 and served the Defendant with the Foreclosure Complaint and Summons on September 10, 2009.

The Defendant served the Plaintiff with the Answer and Counter-Complaint on November 13, 2009.

The Defendant served the Plaintiff with the First Request for Production on December 24, 2009, requesting the Plaintiff to produce the original mortgage, the original note, and the original assignment (see Group Exhibit A.1).

On February 3, 2010, the Defendant received a package of document copies from AHMSI (see Group Exhibit C.1)

On February 13, 2010, the Defendant replied to AHMSI with a lengthy list of legal issues/contradictions with what had been sent by AHMSI vs. what had been submitted with the Foreclosure Complaint and the Motion to Modify the Automatic Stay, when both legal submissions were prepared by the same law firm, but for two different clients (see Group Exhibit C.2).

On February 23, 2010, the Defendant/Counter-Plaintiff was served the Notice of Motion and related Motion for Extension of Time to Answer or Otherwise Plead. It included an Additional Appearance that appears to have been recorded on February 5, 2010, but was not sent to the Defendant/Counter-Plaintiff until this February 23, 2010 mailing.

On February 24, 2010, the Defendant/Counter-Plaintiff researched this new law firm of Dykema Gossett PLLC (see Group Exhibits A. 7-8) and sent e-mails to the Chairman, Mr. Rex E. Schlaybaugh, Jr. to the Chicago Managing Member, Patrick T. Stanton to attorney James Dougherty who appeared in the January 28, 2010 hearing before an appearance had been filed, and to attorney Amy Jonker (see Group Exhibit A.9) with notification of the Fraud upon the Court in relation to the IARDC Code of Ethics.

"Read Receipts" were returned by the Chairman and the Chicago Managing Member (see Group Exhibits 10-11).

I also forwarded copies of that e-mail to numerous attorneys with Pierce & Associates involved with the court filings for two clients in the Chapter 7 Bankruptcy and for two clients for the two Complaints to Foreclose (see Group Exhibits A.12-16).

On February 26, 2010, the Defendant/Counter-Plaintiff received Plaintiff's Response to Defendant's First Request for Production (see Group Exhibit A.2)

ARGUMENT

Per the Plaintiff's Response to Defendant's First Request for Production ("Response"), the Plaintiff, through its law firms of record, Pierce & Associates and Dykema Gossett, has admitted to committing a Fraud upon the Court, by filing a Foreclosure Complaint on August 26, 2009 without having possession of the original mortgage, the original note, or the original assignment (see Group Exhibit A.1).

Per the Plaintiff's Response (bolding added):

1. "Trustee states that it is searching for **an** original of the mortgage and will produce it to Scheffers upon locating it. **Investigation continues.**"

2. "Trustee states that it is searching for **an** original of the note and will produce it to Scheffers upon locating it. **Investigation continues.**"

3. "Trustee states that it is searching for **an** original of the assignment and will produce it to Scheffers upon locating it. **Investigation continues.**"

The Plaintiff's Reply to the Defendant's First Request for Production makes numerous false statements:

1. The use of the word "an" vs. "the" in relation to "originals" implies that there is more than one "original" of the mortgage, the note, and the assignment.

2. The Response makes a totally false statement that the Defendant/Counter-Plaintiff already has the original mortgage and the original note, as given to the Defendant/Counter-Plaintiff at the closing in December of 2003. Mortgagees never receive the original documents.

3. The Response makes a totally false statement that the original mortgage is on file with the county recorder. The Will County Recorder returns all original mortgages to the sending party; no originals are kept at all.

4. The Response makes a totally false statement that the original note is on file with the county recorder. Not only does the Will County Recorder not record notes, it returns all original notes; no originals are kept at all.

5. The Response makes a totally false statement that the original assignment is on file with the county recorder. The Will County Recorder returns all original assignments to the sending party; no originals are kept at all.

6. The Response makes a totally false statement that the copy of the note submitted with the Complaint meets the request for production of the assignment signatures on the **back of the Note**.

7. The Response includes two, identical URLs to the trust documents at SEC.gov that are invalid, because they do not even specify the actual CIK or 2004-R1/trust name in the query. The Response indicates no knowledge that the Defendant/Counter-Plaintiff has included 30+ pages of exhibits related to the prospectus of the alleged trust in support of the Answer and Counter-Complaint, as well as in support of the Motion for Quiet Title.

Regarding multiple "original" copies of the mortgage, there is a critical discrepancy between Page 1 of the mortgage as submitted to this Court by the Plaintiff with the Complaint (see Group Exhibit A.3) and, again, with in relation to the Defendant/Counter-Plaintiff Motion for Quiet Title (see Group Exhibit A.4), when compared with the copy of the mortgage that AHMSI sent to the Defendant/Counter-Plaintiff on February 3, 2003 (Group Exhibit C.1.b.2)).

One page 1 of the Mortgage as recorded with the Will County Recorder has a handwritten "Nations 03/21237" on it, but the one that AHMSI sent does not have that handwritten note on it. Instead, it has certification that the document is a "true

copy". Yet, the included Signature/Name Affidavit with a date of December 18, 2003 that has notary stamp and full notary signature **has no date entered.** (see Group Exhibit C.1 b.5))

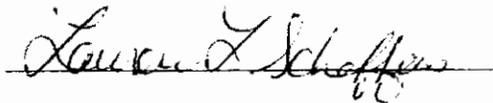
In addition, the notary initials on each page of the mortgage and note sent by AHMSI do not match the initials of the notary.

SUMMARY

WHEREFORE, the Defendant/Counter-Plaintiff requests that this Court enter an order to dismiss Plaintiff's Complaint to Foreclose Mortgage for lack of legal standing. And for any other relief which the Court deems proper under the circumstances.

The Defendant/Counter-Plaintiff also prays that the Court will consider an order to dismiss Plaintiff's Complaint to Foreclose Mortgage for lack of legal standing *with prejudice* due to Fraud upon the Court by filing without having the original mortgage, note, or assignment and then by having its servicer, Citi Residential Lending, create a defective assignment on its behalf.

Respectfully Submitted,



Lauren L. Scheffers, Defendant/Counter-Plaintiff Pro Se
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

EXHIBITS

1. Defendant Certification – Motion to Dismiss Complaint (1 pg.)
2. Proof of Service (2 pgs.)
3. List of Exhibits (3 pgs.)

GROUP EXHIBIT A, DYKEMA GOSSETT PLLC

1. Defendant's First Request for Production (3 pgs.)
2. Plaintiff's Response to Defendant's First Request for Production (6 pgs.)
3. Mortgage, pg. 1 with Complaint (1 pg.)
4. Mortgage, pg. 1 with Response to Motion for Quiet Title (1 pg.)
5. Note, pgs. 1-2 with Complaint (2 pgs.)
6. Dykema mailing (by UPS and by USPS mail)
 - a. Cover Letter dated 02/23/2010 (1 pg.)
 - b. Notice of Motion (1 pg.)
 - c. Motion for Extension of Time to Answer or Otherwise Plead (2 pgs.)
 - d. Certificate of Service (1 pg.)
 - e. Additional Appearance (1 pg.) filed February 5, 2010 with certification of mailing that was not mailed until 02/23/2010
7. Dykema Chairman's Message/Rex E. Schlaybaugh, Jr. web page screen print (1 pg.)
8. Dykema Chicago Office/Patrick T. Stanton, Office Managing Member, web page screen print (1 pg.)
9. E-mail dated 02/24/2010, 12:19 p.m., to Dykema Chairman, Rex E. Schlaybaugh, Jr., Dykema Chicago Office Managing Member, Patrick Stanton, Dykema attorneys, Amy Jonker and James Dougherty (4 pgs.)
10. Read Receipt for E-mail dated 02/24/2010, 12:59 p.m., from Rex E. Schlaybaugh (1 pg.)
11. Read Receipt for E-mail dated 02/24/2010, 2:05 p.m., from Patrick Stanton (1 pg.)
12. E-mail dated 02/25/2010, 8:07 a.m., to Pierce & Associates Senior/Founding Partner, Denis Pierce (1 pg.)
13. E-mail dated 02/25/2010, 8:06 a.m., to Pierce & Associates Managing Partner, Andrew Nelson (1 pg.)
14. E-mail dated 03/02/2010, 2:06 p.m., to Pierce & Associates attorney, David Rhodes (1 pg.)
15. E-mail dated 02/24/2010, 5:09 p.m., to Pierce & Associates attorney, Richard Elsliger (1 pg.)
16. E-mail dated 02/24/2010, 5:09 p.m., to Pierce & Associates attorney, Mike Kemock (1 pg.)
17. E-mail dated 02/25/2010, 10:08 a.m., to Deutsch, Engel, & Levy Senior/Founding Partner, Earl A. Deutsch (1 pg.)
18. E-mail dated 02/25/2010, 11:00 a.m., to Deutsch, Engel, & Levy attorney, Robert J. Emanuel
19. Read Receipt for E-mail dated 02/25/2010 from Robert J. Emanuel (1 pg.)

EXHIBITS (con't)

GROUP EXHIBIT B, DEUTSCHE BANK NATIONAL TRUST

1. Trust Closing Date on or about February 6, 2004, DBT01.5 (1 pg.)
2. Trust Seller and Master Servicer, Ameriquest Mortgage Company, DBT01.6 (1 pg.)
3. The Certificates, DBT02 (1 pg.)
4. The Certificates are Obligations of the Trust Only, DBT05.1 (1 pg.)
5. Assignment of the Mortgage Loans, DBT07.1 (1 pg.)
6. The Seller and Master Servicer, DBT07.2 (1 pg.)

GROUP EXHIBIT C, AHMSI as servicer

1. American Home Mortgage Servicing, Inc. (AHMSI), servicer, package
 - a. Cover letter dated February 3, 2010 (3 pgs.)
 - b. Copies (31 pgs.)
 - 1) Fixed Rate Note (2 pgs.)
 - 2) Mortgage (15 pgs.)
 - 3) Legal Description of the property (1 pg.)
 - 4) 1-4 Family Rider (4 pgs.)
 - 5) Signature/Name Affidavit with a date of December 18, 2003 with a notary stamp and full notary signature, but no notary date (1 pg.)
 - 6) Settlement Statement, Optional Form (2 pgs.)
 - 7) Truth-in-Lending Disclosure Statement with a Date of December 18, 2003 (1 pg.)
 - 8) Customer Account Activity print-out for period 01/01/06 – 01/25/10 (5 pgs.)
2. Reply to AHMSI dated February 13, 2010 (6 pgs.)
 - a. Letter (4 pgs.)
 - b. Exhibits List (2 pgs.)
3. AHMSI Motion to Modify the Automatic stay, filed on 04/17/2009 by Pierce & Associates attorney, Christopher M Brown (3 pgs.)
4. *Report of Proceedings in Chapter 7 Bankruptcy hearing on 04/24/2009, Pierce & Associates attorney, Yanicke Polycarpe, on behalf of American Home Mortgage (8 pgs.)*
5. *Order Modifying Stay on 04/24/2009*

EXHIBITS (con't)

GROUP EXHIBIT D

1. Timeline (1 pg.)
2. Settlement Statement dated 12/31/03 vs. mortgage/note dates of 12/18/03 (1 pg.)
3. Citi Residential Lending letter dated October 23, 2007 stating that the "creditor to whom the obligation is owed is Ameriquest Mortgage Securities, Inc., Asset Backed Pass Through Certificates Series 2004-R1." (1 pg.)
4. Citi Residential Lending letter dated December 2, 2008 of Notice of Intention to Foreclose (1 pg.)
5. Citi Residential Lending Inc., as Attorney-In-Fact for Tow7 and Country Credit Corp., Assignment of Mortgage/Deed dated January 15, 2009 with an effective date of 02/11/2009 returned to American Home Mtg. Servicing
6. Schedule D – Creditors Holding Secured Claims on filing date of 01/30/09, Citi Residential is listed as creditor (1 pg.)
7. Discharge of Debtor, Chapter 7 Bankruptcy, May 5, 2009 (1 pg.)
8. AHMSI Current Loan Information (1 pg.) as of March 3, 2010 (1 pg.)
9. AHMSI View Messages List as of March 3, 2010 (1 pg.)
10. AHMSI Secure Message dated 08/25/2009, E-AH5.1 – AH5.5 (5 pgs.)
11. AHMSI Secure Message dated 09/02/2009, E-AH6.1 – AH6.3 (3 pgs.)
12. Report of Proceedings, 01/28/2010 (33 pgs.)

CERTIFICATE OF SERVICE

I, Candace Mandel, a non-attorney, certify that I caused to be served true and correct copy of the above PLAINTIFF'S RESPONSE TO DEFENDANT SCHEFFERS' MOTION TO DISMISS FOR LACK OF LEGAL STANDING, along with the attached document(s) referred to therein, upon the parties below, via First Class United States Mail, in a postage prepaid envelope deposited in the U.S. Mail Chute at 10 S Wacker Drive, Suite 2300, Chicago, Illinois, this April 15, 2010.

Ms. Lauren L. Scheffers
1305 Morningside Court
Naperville, IL 60564

Mr. Richard Elsliger & Mr. Mike Kemock
Pierce & Associates
13th Floor
One North Dearborn
Chicago, IL 60602



Candace Mandel

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST)
COMPANY, AS TRUSTEE IN TRUST FOR)
BENEFIT OF THE CERTIFICATE HOLDERS)
FOR AMERIQUEST MORTGAGE SECURITIES)
TRUST 2004-R3, ASSET-BACKED PASS-)
THROUGH CERTIFICATES, SERIES 2004-R1)

R3

Plaintiff,

Case No. 09 CH 3797

vs.

LAUREN L. SCHEFFERS, A/K/A LAUREN)
LEE SCHEFFERS; UNKNOWN HEIRS AND)
LEGATEES OF LAUREN L. SCHEFFERS,)
IF ANY; UNKNOWN OWNERS AND)
NON-RECORD CLAIMANTS,)

Judge Siegel

Defendants.

LAUREN L. SCHEFFERS,

Counter-Plaintiff,

vs.

DEUTSCHE BANK NATIONAL TRUST)
COMPANY, AS TRUSTEE IN TRUST FOR)
BENEFIT OF THE CERTIFICATE HOLDERS)
FOR AMERIQUEST MORTGAGE SECURITIES)
TRUST 2004-R3, ASSET-BACKED PASS-)
THROUGH CERTIFICATES, SERIES 2004-R1,)

Counter-Defendant.

**PLAINTIFF'S RESPONSE TO DEFENDANT SCHEFFER'S MOTION TO DISMISS
COMPLAINT TO FORECLOSE MORTGAGE FOR LACK OF LEGAL STANDING**

Defendant Lauren L. Scheffers' ("Scheffers") Motion to Dismiss should be denied
because (1) her motion is procedurally improper, (2) the Trustee¹ has standing to sue for

¹ Plaintiff/Counter-Defendant Deutsche Bank National Trust Company, as Trustee in Trust For Benefit Of
The Certificate Holders For Ameriquest Mortgage Securities Trust 2004-R3 Asset-Backed Pass Through
Certificates, Series 2004-R1 ("Trustee").

R3

foreclosure, and (3) the Trustee's did not violate the Illinois Mortgage Foreclosure Act or the Illinois Conveyances Act.² Thus, Scheffers' Motion to Dismiss for Lack of Legal Standing should be denied.

Legal Standard

Section 2-615 governs motions to dismiss with respect to pleadings. A motion to dismiss pursuant § 2-615 attacks the legal sufficiency of a complaint and the court's inquiry is limited to whether the allegations of the complaint, when viewed in the light most favorable to the plaintiff, are sufficient to state a cause of action upon which relief can be granted. *Kopka v. Kamensky & Rubenstein*, 354 Ill.App.3d 930, 933, 821 N.E.2d 719 (1st Dist. 2004). "The motion shall point out specifically the defects complained of, and shall ask for appropriate relief, such as . . . that the action be dismissed . . ." *Id.* § 5/2-615(a).

In reviewing a motion to dismiss brought pursuant to §2-615, all well-pleaded facts are taken as true for purposes of the motion. *Indeck North American Power Fund v. Norweb*, 316 Ill.App.3d 416, 430-31, 735 N.E.2d 649 (1st Dist. 2000). To withstand a § 2-615 motion to dismiss, a complaint must allege facts sufficiently setting forth the essential elements of the cause of action. *Shaper v. Bryan*, 371 Ill.App.3d 1079, 1086, 864 N.E.2d 876 (1st Dist. 2007). A legally sufficient complaint sets forth a legally recognized claim upon which the plaintiff is entitled to relief, while a factually sufficient complaint must plead sufficient facts essential to the alleged cause of action. *Wieseman v. Kienstra, Inc.*, 237 Ill.App.3d 721, 722, 604 N.E.2d 1126 (5th Dist. 1992).

Section 2-619(a)(9) governs dismissal based on defects or defenses. It states, "[d]efendant may... file a motion for dismissal of the action or for other appropriate relief upon any of the following

² To the extent that Scheffers' Motion to Dismiss raises issues the Trustee addressed in its Motion to Dismiss Affirmative Defenses and Counter-Complaint and the Memorandum in Support, the Trustee incorporates those documents here by reference.

grounds. . . . (9) That the claim asserted against defendant is barred by other affirmative matter avoiding the legal effect of or defeating the claim.” 735 ILCS § 5/2-619(a)(9). Section 2-619 of the Illinois Code of Civil Procedure allows for the dismissal of a complaint based on issues of law or easily proven issues of fact. *Advocate Health & Hospitals Corp. v. Bank One, N.A.*, 348 Ill. App. 3d 755, 759 (1st Dist. 2004). A section 2-619 motion admits all well pled facts in the complaint, as well as any reasonable inferences which may be drawn from those facts, but asks the court to conclude that there is no set of facts which would entitle the plaintiff to recover due to a defense or defect. *Id.* If the grounds do not appear on the face of the complaint being attacked, the motion shall be supported by affidavit stating that the claim asserted against defendant is barred by an affirmative matter avoiding the legal effect of or defeating the claim. See 5/2-619(a)(9).

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1-109

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Section 2-619.1 governs combined motions under 2-615 and 2-619 and requires a movant to delineate the parts and specify which part is brought under which provision. It states:

“Motion with respect to pleadings under Section 2-615, motion for involuntary dismissal or other relief under Section 2-619, and motions for summary judgment under Section 2-1005 may be filed together as a single motion in any combination. A combined motion, however, shall be in parts. Each part shall be limited to and shall specify that it is made under one of Sections 2-615, 2-619, 2-1005. Each part shall also clearly show the points or grounds relied upon under the Section upon which it is based.”

735 ILCS § 5/2-619.1

Argument

I. Scheffers’ Motion Is Procedurally Improper.

As a threshold matter, Scheffers’ Motion to Dismiss fails to meet Illinois’ procedural requirements for a motion to dismiss in that Scheffers failed to specify whether her motion is brought under 735 ILCS 2/5-615, 2/5-619, or 2/619.1. “Meticulous practices dictates that a lawyer specifically designate whether his motion to dismiss is pursuant to section 2-615 or 2-

619.” *Eddings v. Dwyler Township Highway Commissioner*, 135 Ill. App. 3d 190, 200, 478 N.E.2d 888, 895 (2nd Dist. 1985).

The Trustee is prejudiced by Scheffers’ procedural failure. “[The failure to specifically designate whether a motion to dismiss is brought under section 2-615 or section 2-619] should not be countenanced by trial judges, and although not always fatal, it will require reversal if prejudice results to the nonmovant.” *Id.* Scheffers’ procedural failure prejudices the Trustee by requiring it to respond to her motion without fully understanding her attack on the Complaint. Scheffers’ failure to designate the procedural provision under which she brings her motion to dismiss should result in her motion being denied.

A. Scheffers’ Motion Fails Under 2-615.

Scheffers’ motion fails under 2-615 because the Trustee has properly stated a mortgage foreclosure claim and failed to argue the legal insufficiency of the complaint.

Section 2-615 governs motions to dismiss with respect to pleadings by attacking the legal sufficiency of a complaint and the court’s inquiry is limited to whether the allegations of the complaint, when viewed in the light most favorable to the plaintiff, are sufficient to state a cause of action upon which relief can be granted. *Kopka v. Kamensky & Rubenstein*, 354 Ill. App. 3d 930, 933, 821 N.E.2d 719 (1st Dist. 2004). Scheffers does not specifically state that her motion to dismiss is brought under 2-615, but she argues that the Trustee lacks legal standing and requests dismissal with prejudice. Where a motion to dismiss does not specify the statute under which it is brought, its request for dismissal with prejudice suggests it is brought under 2-615. *Burnett v. Donath*, 127 Ill. App. 3d 131, 132, 468 N.E.2d 501, 502, (4th Dist. 1984) (court considered unspecified motion to dismiss as brought under 2-615 where the prayer was for dismissal with prejudice).

If brought under 2-615, Scheffers' motion should be denied because, as argued below, the Trustee has properly stated a cause of action for a mortgage foreclosure. See Section II. In reviewing a motion to dismiss brought pursuant to § 2-615, all well-pled facts are taken as true for purposes of the motion. *Indeck North American Power Fund v. Norweb*, 316 Ill. App. 3d 416, 430-31, 735 N.E. 2d 649 (1st Dist. 2000). Thus, the Trustee has sufficiently stated a cause of action. For these reasons, Scheffers' motion should be denied.

B. Scheffers' Motion Fails Under 2-619.

Scheffers' motion fails under 2-619 because the affirmative matters Scheffers has raised are not defects or defenses to the mortgage foreclosure complaint and she has failed to support those arguments with an affidavit. **WRONG - ALL EXHIBITS 1-109**

Section 2-619(a)(9) permits motions to dismiss based on defects or defenses based on an "affirmative matter." "Affirmative matter" encompasses any defense other than a negation of the essential allegations of the cause of action. *Klein v. DeVries*, 309 Ill. App. 3d 271, 273, 722 N.E.2d 784, 788 (2d Dist. 1999). Scheffers does not state whether her motion to dismiss is brought under 2-619. If it is, however, Scheffers' motion should be denied because she fails to raise any legitimate affirmative matter that could lead to a dismissal, as argued below. See Sections III-IV. **WRONG - ALL 1-109**

Moreover, Scheffers has failed to support her arguments with an affidavit as required by Section 2-619(a). If the grounds do not appear on the face of the complaint being attacked, the motion shall be supported by affidavit stating that the claim asserted against defendant is barred by an affirmative matter avoiding the legal effect of or defeating the claim. See 2-619(a)(9).

Scheffers' failure to support her claims with an affidavit should result in her motion being denied.

↓
UNSECURED DEBT
DISCHARGED IN BK7

WRONG

C. Scheffers' Motion Fails Under 2-619.1.

Section 2-619.1 requires a movant to delineate the parts of the motion and specify which part is brought under which provision 2-615 and 2-619. Scheffers has failed to designate her motion as a 2-619.1 motion and to specify which portions fall under Sections 2-615 and 2-619. Her failure to do so renders her motion procedurally improper and, thus, it should be dismissed.

II. The Trustee Has Standing to Sue for Foreclosure.

The Trustee has standing to sue Scheffers for mortgage foreclosure because it has complied with the Illinois Mortgage Foreclosure Act ("Foreclosure Act") by filing a complaint containing the statutorily required allegations and attaching a copy of the mortgage and note. *See* 735 ILCS 5/15-1504(a); Exhibits A and B to Foreclosure Complaint. Pursuant to 735 ILCS 5/15-1504(b) "A foreclosure complaint need contain only such statements and requests called for by the form set forth in subsection (a) of Section 15-1504 as may be appropriate for the relief sought." Section 15-1504(a) provides the form a foreclosure complaint may take.

Comparison of the Trustee's mortgage foreclosure complaint shows that the Trustee complied with the requirements of Section 15-1504(a). Paragraph 1 of the Trustee's mortgage foreclosure complaint matches the required allegations in Section 15-1504(a)(1). *See* mortgage foreclosure complaint ("Complaint"), ¶1; 735 ILCS 5/15-1504(a)(1). The Complaint contains allegations that the mortgage and note are attached as Exhibits A and B, just as Section 15-1504(a)(2) requires. *See* Complaint, ¶2; 735 ILCS 5/15-1504(a)(2). In paragraph 3(a)-(p), the Complaint contains allegations that correspond to all the information required under Section 15-1504(A)-(P). *See* Complaint, ¶3(a)-(p); 735 ILCS 5/15-1504(a)(3)(A)-(P). In the prayer for relief, the Complaint requests relief pursuant to the appropriate requests as stated in Section 15-

1504(a). See Complaint, pp. 3-4. Thus, the Trustee has standing to sue Scheffers for mortgage foreclosure and has properly alleged a mortgage foreclosure complaint.

EXCEPT DISCHARGED IN BK3

Scheffers argues that the Trustee lacks legal standing because there was no assignment from Town & Country, the loan originator, to Ameriquest, the current loan owner. Mot. to Dismiss, pp. 4-5. She has offered nothing to show that this has any impact on the Trustee's legal standing. Illinois law does not require a plaintiff to allege any facts regarding how it became the legal holder of a mortgage or even attach a copy of the assignment to the foreclosure complaint. See 765 ILCS 5/28 and 735 ILCS 5/515-1504. See also *Klehm v. Grecian Chalet, Ltd.*, 164 Ill.

WHICH AMERIQUEST HOLDING UCC NEGOTIABLE SECURITIES - IN DOE COURT

App. 3d 610, 618, 513 N.E.2d 187 (4th Dist. 1987)(foreclosure plaintiff need not plead how it acquired title to loan). Illinois courts have also recognized that plaintiff's possession of the note and mortgage constitutes prima facie evidence of its ownership of those instruments. See *Lundy v. Messer*, 25 Ill. App. 2d 513, 167 N.E.2d 278 (2d Dist. 1960) (upholding right of plaintiff to foreclose based on possession of note and mortgage without written assignment). Scheffers has failed to provide any support for her claim to the contrary.

DEBT HAS

NEITHER

Moreover, Scheffers attached to her answer and affirmative defenses and her motion to dismiss a copy of the assignment from Town & Country, acting through its attorney-in-fact, to the Trustee. Mot. to Dismiss, Ex. D. If the Trustee was required to establish assignment at the pleading stage (which it is not under Illinois law), this assignment does so. In filing this motion,

BUT DEBT SEC SHOULD FROM

Scheffers has repeatedly ignored the straightforward allegations and documents in this foreclosure action. The initial mortgage holder is "Town and Country Credit Corp." and the mortgage was recorded at the Will County Recorder of Deeds. See Ex. A to Foreclosure Complaint. Subsequently, Town and Country Credit Corp., by its attorney in fact, assigned the mortgage and note to the Trustee, which brought the action to foreclose. The Assignment of

AMERIQUEST

IN 2009, WHEN TRUST CLOSED IN 2004

Mortgage/Deed was recorded on March 18, 2009. See Ex. D to the Answer and Counter-Complaint. To the extent the Trustee is required to establish standing, these documents do so.

In addition, Scheffers admits she executed the note and mortgage and that she has not made the required payments. See Answer and Counter-Complaint, ¶¶ 3, 6(b). Scheffers' Motion to Dismiss is nothing but a dilatory tactic intended to delay the inevitable and should be denied.

AND DEBT WAS NOT THE SECURED CREDITOR IN THE BK?

III. The Trustee Complied with the Illinois Mortgage Foreclosure Act.

Contrary to Scheffers' claim, the Trustee did not "violate" the Foreclosure Act because the Foreclosure Act does not require it to attach originals to the foreclosure complaint.

TRUE + CORRECT COPIES

Scheffers contends that the Trustee violated 735 ILCS 5/15-1504(c)(2) of the Foreclosure Act by not filing with the Complaint the original mortgage, note, or assignment. Mot. to

Dismiss, pp. 2-3. She further claims that the Trustee committed a fraud upon the court by filing a foreclosure complaint without having possession of the original mortgage, note, or assignment.

Mot. to Dismiss, p. 9.

→ HOW ARE COPIES TRUE?

Nothing in 735 ILCS 5/15-1504(c)(2) suggests that original documents must be attached to a foreclosure complaint or even possessed by the plaintiff. Subsection (c)(2) states "that the exhibits attached are true and correct copies of the mortgage and note and are incorporated and made a part of the complaint by express reference." See 735 ILCS 5/15-1504(c)(2) (emphasis

HOW?

added). The Mortgage and Note are attached to the Complaint. See Exs. A and B to Complaint.

Scheffers has provided no support for her argument that subsection (c)(2) should be interpreted to require that original documents be attached to a foreclosure complaint. She also has failed to

NO!

offer any legal support for her contention that attaching copies of the mortgage, note, and

assignment is a "fraud on the court." Thus, the Trustee did not violate the Foreclosure Act, and

Scheffers' Motion to Dismiss should be denied.

→ DOES NOT HAVE ORIGINALS

IV. The Trustee Complied with the Illinois Conveyances Act.

Scheffers' arguments that the Trustee violated 765 ILCS 5/28, the Illinois Conveyances Act ("Conveyances Act"), fail because the Conveyances Act does not address the alleged violations.

First, Scheffers argues that the Trustee is not a holder in due course of the mortgage and note because the assignment was recorded after the Trust closed. Mot. to Dismiss, p. 4. In her estimation, this is a violation of the Conveyances Act. However, Scheffers has failed to show how this violates the statute and failed to explain how that would affect the Trustee being a holder in due course.

Second, Scheffers argues that the alleged Trust prospectus violates the Conveyances Act because it contains a reference to not recording assignments. Mot. to Dismiss, pp. 4-5.

Scheffers has failed to offer anything to show that the alleged prospectus has any connection to this mortgage. Moreover, Scheffers has no financial interest in the Trust, thus, she has no standing to object to any alleged prospectus. "A third party acquires no rights under a contract entered into by others unless the provision at issue was intentionally included for the direct benefit of the third party." *Weil, Freiburg & Thomas, P.C. v. Sara Lee Corp.*, 218 Ill. App. 3d 383, 393, 577 N.E.2d 1344, 1352 (1st Dist. 1991) (citations omitted). The intent to benefit a third party "must affirmatively appear from the language of the instrument when properly interpreted and construed." *Id.* (citations omitted). Scheffers fails to argue that she is an intended third party beneficiary of the prospectus or demonstrate language in the alleged prospectus showing she is. Scheffers' lack of standing as a third party beneficiary and her failure to connect the alleged prospectus to the mortgage nullify her argument.

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DEFENDANT

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Third, Scheffers argues that the Trustee lacks legal standing because there was no assignment from Town & Country to Ameriquest. Mot. to Dismiss, pp. 4-5. On the contrary, the Trustee does not lack legal standing as argued above in Section II. Further, Scheffers fails to show how this is a violation of the Conveyances Act. For these reasons, Scheffers' motion should be denied.

ASSIGNMENT
IS TO TRUST FROM
TOWN & COUNTRY
COUNTRY
BUT SELLER WAS AMERIQUEST

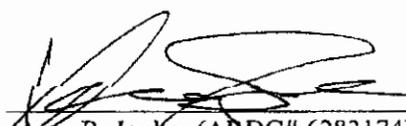
CONCLUSION

UCC NEGOTIABLE
SECURITIES

For each of the reasons set forth above, Deutsche Bank National Trust Company, as Trustee for Benefit of the Certificate Holders for Ameriquest Mortgage Securities Trust 2004-R3, Asset-Backed Pass Through Certificates, Series 2004-R1, respectfully requests the Court to deny Scheffers' Motion to Dismiss for Lack of Legal Standing and for any other relief which it deems proper under the circumstances.

Respectfully Submitted,

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE IN TRUST FOR
BENEFIT OF THE CERTIFICATE
HOLDERS FOR AMERIQUEST
MORTGAGE SECURITIES TRUST 2004-R3,
ASSET-BACKED PASS THROUGH
CERTIFICATES, SERIES 2004-R1

By: 
Amy R. Jonker (ARDC# 6283174)
DYKEMA GOSSETT PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606
(312) 876-1700 (phone)
(312) 876-1155 (fax)

STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERQUEST)
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)

PLAINTIFF)

VS)

LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS, UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS.)

DEFENDANTS)

) Judge Richard J. Siegel

NOTICE OF FILING

To: **By USPS Priority Mail**
Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

By USPS Priority Mail
Dennis Pierce, David Rhodes
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

05/05/10

PLEASE TAKE NOTICE that on May 5, 2010, Defendant/Counter-Plaintiff caused to be filed with the Clerk of the Circuit Court of Will County, Illinois, *Defendant Counter-Plaintiff Reply to Plaintiff's Response to Defendant Scheffer's <sic> Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing*, a copy of which was served upon you on May 5, 2010.


Lauren L. Scheffers
1305 Morningside Ct.
Naperville, IL 60564
C 630-212-5651

Case 09CH3797, Filed 08/26/2009

Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers, et al.

PROOF OF SERVICE

The undersigned certifies that true copies of the foregoing instrument, *Defendant Counter-Plaintiff Reply to Plaintiff's Response to Defendant Scheffers' Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing*, to be served upon

Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

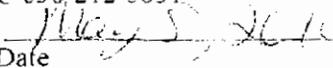
by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0309 2880 0000 444 3 8975, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1700 W. Ogden Ave., Naperville, IL 60540 prior to 6:45 p.m. this 5th day of May, 2010 and to

Denis Pierce, David Rhodes
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0309 2880 0000 444 3 8951, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1700 W. Ogden Ave., Naperville, IL 60540 prior to 6:45 p.m. this 5th day of May, 2010.

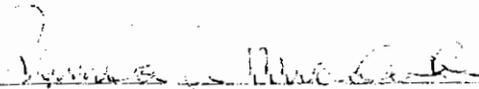


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651



Date

Sworn to and subscribed before me this the 5th day of May, 2010.



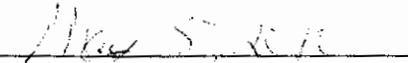
My Commission Expires 12-02-10



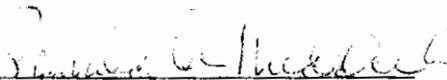
**CERTIFICATION - DEFENDANT'S REPLY TO PLAINTIFF'S
RESPONSE TO DEFENDANT SCHEFFER'S <sic> MOTION TO
DISMISS COMPLAINT TO FORECLOSE MORTGAGE FOR LACK OF
LEGAL STANDING**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (735 ILCS 5/1-109) from Ch. 110, par. 1-109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes the same to be true.


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651


Date

Sworn to and subscribed before me this the 5th day of May, 2010.



My Commission Expires:

12/02/10



IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE IN TRUST FOR THE BENEFIT OF
THE CERTIFICATE HOLDERS FOR AMERIQUEST
MORTGAGE SECURITIES TRUST 2004-R1,
ASSET-BACKED PASS-THROUGH CERTIFICATES,
SERIES 2004-R1

PLAINTIFF

VS

LAUREN SCHEFFERS A/K/A LAUREN LEE
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN
OWNERS AND NON RECORD CLAIMANTS;

DEFENDANTS

) Case: 09CH3797

) Judge Richard J. Siegel

SEE PG. 5-

**DEFENDANT'S REPLY TO PLAINTIFF'S RESPONSE TO DEFENDANT SCHEFFER'S <sic>
MOTION TO DISMISS COMPLAINT TO FORECLOSE MORTGAGE FOR LACK OF LEGAL
STANDING**

Defendant/Counter-Plaintiff's ("Defendant") Motion to Dismiss Complaint to Foreclose
Mortgage should be granted for the many reasons below.

The Plaintiff/Counter-Defendant ("Plaintiff") continues to make many false statements in
pleadings submitted to this Court. In fact, the Plaintiff states that the name of the trust is AMERIQUEST
MORTGAGE SECURITIES TRUST 2004-R3, when the Complaint states TRUST 2004-R1 ("R1
Trust").

Given the fact that the Plaintiff has already admitted to not having the original Mortgage or the
original Mortgage Note (see attached Group Exhibit B.2), the Court must now ask which Trust, R1 or R3,
allegedly includes this Mortgage per its submission to the Securities and Exchange Commission ("SEC").

This property has had four different servicers, Ameriquest Mortgage Company, AMC Mortgage
Services, Inc., Citi Residential Lending Inc. ("CRL"), and American Home Mortgage Servicing, Inc.
("AHMSI"). Each one of those servicers should have maintained photocopies of the complete physical
closing file, including the Mortgage, the Note, and all closing documents signed by the Defendant. The

Court must now ask how the Plaintiff submitted "true and correct copies" of the Mortgage and the Note, if the Plaintiff does not have possession of either.

The Plaintiff states that the Defendant failed to submit an affidavit with the Pleading. Yet, per the record, Defendant has submitted all Exhibits in support of all pleadings under Section 1109 Certification. The Plaintiff alleged with the filing of the Complaint to Foreclose Mortgage ("Complaint") that Exhibit A and Exhibit B represented "true and correct copies" of the Mortgage and the Note, when the Plaintiff now admits that "investigation continues" (see attached Group Exhibit B.2), to determine who holds them, thereby having committed Fraud upon the Court

Clearly, the Plaintiff has no legal standing as Trustee for the holder of the note, if the Plaintiff admits to not knowing who holds the Note. It is the unknown actual holder of the Note who has the legal standing to sue the Defendant for foreclosure.

CRITICAL

The Defendant questions whether the Federal Reserve ("Fed") is now the holder of the Note. given public reports of the Fed having purchased over \$1.4 trillion in toxic mortgage-backed securities.

The Plaintiff has submitted no legally enforceable evidence that this Mortgage and Note were even sold to the R1 Trust prior to the R1 Trust's closing on February 6, 2004. If the Mortgage and Note were, in fact, sold to the R1 Trust prior to the Settlement Date of December 31, 2003 (see attached Group Exhibit A.6), they were sold before any contract existed.

CRITICAL

Per the R1 Trust Prospectus (see attached Group Exhibit C.2), Ameriquest Mortgage Company was the Seller. Without the Note with possible endorsements on the back, Ameriquest Mortgage Company had no legal right to sell the Note to the R1 Trust.

CRITICAL

If the Note has signatures on its back that endorsed the Note to Ameriquest Mortgage Company, then the Assignment fabricated by CRL (see attached Group Exhibit A.11) is prima facie fraudulent for two reasons: 1) it states that the Assignor was Town & Country Credit, not Ameriquest Mortgage Company and 2) the effective date of 02/11/2009 was more than 5 years after the R1 Trust closed (see attached Group Exhibit C.1).

CRITICAL - ENDORSEMENTS

In addition, the Defendant's Exhibits submitted under Section 109 verification indicate the many legal violations committed by the originator of the Mortgage and Loan (see attached Group Exhibit A.2-A.7 and the entire attached Group Exhibit F), the Plaintiff (see the entire attached Group Exhibit C), its former servicer, CRL (see attached Exhibit A.9-11), its current servicer, AHMSI (see entire attached Group Exhibits D and E), and its two law firms, Pierce & Associates (see entire attached Group Exhibit G.6) and Dykema Gossett (see entire attached Group Exhibits B and G.7)

On April 27, 2010, Defendant appeared in Court to present the Motion for Leave ("Motion for Leave") to Amend the Motion to Dismiss. Although both of the Plaintiff's law firms, Pierce & Associates and Dykema Gossett, had been served with Delivery Confirmation of service (see Group Exhibit B.12), Dykema Gossett failed to appear as litigation counsel.

Per the Order on April 27, 2010, the Court continued Defendant's Motion for Leave until the previously scheduled May 13, 2010 hearing, when the Plaintiff's Motion to Dismiss Affirmative Defenses and Counter-Complaint ("P Motion to Dismiss") is also scheduled to be heard.

The Court has put the Defendant in an untenable position. Since the Defendant has no indication as to whether a straight-forward Motion for Leave will be granted on May 13, 2010, the Defendant must prepare to defend the original Motion to Dismiss, even though Plaintiff's counsel refused to discuss an Agreed Order related to both Motions to Dismiss (see attached Group Exhibit 12.b).

In addition, the Defendant must prepare for the P Motion to Dismiss on May 13, 2010, before the Plaintiff's legal standing to file such a Motion is adjudicated.

LEGAL STANDARD

On pg. 7 of its Response, the Plaintiff cited *Lundy v. Messer* as support for the Trustee's legal standing with two references to the Plaintiff's having possession of the Note and Mortgage. Yet, Plaintiff has already admitted to having possession of neither. It would appear that *Lundy v. Messer* actually supports the Defendant's pleading that the Trustee clearly does not have legal standing to foreclose.

CRITICAL

JUDICIAL SABOTAGE

CRITICAL

The Uniform Commercial Code ("UCC") provides that a negotiable instrument is transferred when it is endorsed by the transferor, and the transferee cannot enforce the instrument until the endorsement is made evidencing negotiation (810 ILCS 5/3-203(a)). **CRITICAL**

The UCC states in PART 3. ENFORCEMENT OF INSTRUMENTS (810 ILCS 5/3-301) (from Ch. 26, par. 3-301) Sec. 3-301:

"Person entitled to enforce instrument." "Person entitled to enforce" an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to Section 3-309 or 3-418(d). A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument. (Source: P.A. 87-582.) (810 ILCS 5/3-302) (from Ch. 26, par. 3-302) Sec. 3-302. **Holder in due course.** (a) Subject to subsection (c) and Section 3-106(d), "holder in due course" means the holder of an instrument if: (1) the instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity, and (2) the holder took the instrument (i) for value, (ii) in good faith, (iii) without notice that the instrument is overdue or has been dishonored or that there is an uncured default with respect to payment of another instrument issued as part of the same series, (iv) without notice that the instrument contains an unauthorized signature or has been altered, ... **CRITICAL - IN DEFAULT**

The Plaintiff clearly does not meet the UCC definition of "Holder in Due Course", since the Plaintiff does not hold the Note.

Also, the only document mentioning the Plaintiff prior to the Stay Order Motion filed on April 24, 2009, is the Assignment fabricated by Cit on January 15, 2009 (see attached Group Exhibit A.10) that was after CRL had sent the Notice of Intent to Foreclose to the Defendant on December 2, 2008, the Note was overdue and had been dishonored. **CRITICAL**

While the assignment of a mortgage note carries with it an equitable assignment of the mortgage by which it was secured, (*Inland Real Estate Corp. v. Oak Park Trust & Savings Bank*, (1983) 127 Ill.App.3d 535, 542, 469 N.E.2d 204, 82 Ill.Dec. 670, and *Moore v. Lewis*, (1977), 51 Ill.App.3d 388, 391-392, 366 N.E.2d 594, 9 Ill.Dec. 337), it does not follow that an assignment of a mortgage constitutes a negotiation or endorsement of a note, and the Plaintiff must demonstrate that it is holder of the note as well as the mortgage, since the assignment of the mortgage is merely an incident to the debt, not the debt itself. (bolding added). **CRITICAL**

Under Title 18, Part 1, Chapter 9, Section 152, Concealment of assets, false oaths and claims; bribery:

CRITICAL

"A person who
(4) knowingly and fraudulently presents any false claim for proof against the estate of a debtor, or uses any such claim in any case under title 11, in a personal capacity or as or through an agent, proxy, or attorney; (bolding added)
shall be fined under this title, imprisoned not more than 5 years, or both. (bolding added)."

ARGUMENT

A timeline related to this property has been included (see attached Group Exhibit A.1)

I. Motion to Dismiss Under 735 ILCS 5/2-615

Plaintiff's Complaint to Foreclose Mortgage Should Be Dismissed Under Section 2-615 because Plaintiff's Complaint with its attached Exhibit A and Exhibit B fails to establish the Plaintiff as Real Party in Interest/Holder in Due Course or as the Trustee for the Real Party in Interest and has failed to state a cause of action based on its Trustee status.

The Plaintiff's Complaint fails to allege sufficient facts to:

1. Identify the identity of the Real Party in Interest, the owner and holder of the subject Note,
2. Identify the relationship of the Plaintiff as "Trustee for the holder of the Mortgage and Note" to the Real Party in Interest, the owner and holder of the subject Note,
3. Support the allegation that the subject Note was ever sold to the R.I. Trust.

On its face, the Exhibits Plaintiff attached to this Complaint do not support this Complaint:

1. The Mortgage submitted as Exhibit A specifies the Lender as Town and Country Credit Corp, not the Plaintiff.
2. The Note submitted as Exhibit B specifies in point 1 that the Borrower's Promise to Pay is to the order of the Lender, Town & Country Credit, not to the Plaintiff.

II. Motion to Dismiss Under 735 ILCS 5/2-619

A. Motion to Dismiss Under 735 ILCS 5/2-619(a)(2)

Since the Plaintiff does not hold the original Mortgage or the original Note and "investigation continues" (see attached Group Exhibit B.2), as to who the holder of both is, the Plaintiff does not have legal capacity to sue.

The only certificate holder for all certificates per Form 15-15D Certification and Notice of Termination of Registration as Plaintiff filed with the SEC on January 1, 2005 (see attached Group Exhibit C.7) is a nominee for the Depository Trust Company (see attached Group Exhibit C.3). Per the R1 Trust Prospectus, "The certificates will not represent an ownership interest..." (see attached Group Exhibit C.4), there are no investors that qualify as Real Party in Interest.

B. Motion to Dismiss Under 735 ILCS 5/2-619(a)(7)

Since the Assignment to the Plaintiff is prima facie fraudulent, the claim asserted is unenforceable under the provisions of the Statute of Frauds.

Per a United States Supreme Court Opinion decided on April 21, 2010 (see attached Group Exhibit G.1), the Plaintiff, its servicers, CRL and AHMSI, and its two law firms, Pierce & Associates and Dykema Gossett, have committed explicit acts that violate the Fair Debt Collection Practices Act ("FDCPA").

The collection letter states that Pierce & Associates was retained by AHMSI with no reference to a trust; yet, AHMSI is not named in this Complaint as Plaintiff on behalf of the Trustee, as it was in the Stay Order Motion filed with the United States Bankruptcy Court on April 17, 2009 (see attached Group Exhibit D.3).

As the Plaintiff's servicing agent, AHMSI and its law firm, Pierce & Associates, violated the FDCPA and the United States Bankruptcy laws by sending a collection letter dated September 16, 2009 (see attached Group Exhibit A.15) after the Mortgage and Note were already discharged in a Chapter 7 bankruptcy (see attached Group Exhibit A.13), as known by the Plaintiff and its law firm with its filing of the Stay Order Motion.

As the Plaintiff's servicing agent, AHMSI violated the United States Bankruptcy laws by making dunning phone calls after the Mortgage and Note were already discharged in a Chapter 7 bankruptcy (see

attached Group Exhibits D.6-D.7). AHMSI, and its law firm, Pierce & Associates, also failed to reply to Defendant's Qualified Written Request ("QWR") (see entire attached Group Exhibit E).

At no time prior to the service upon the Debtor of the Stay Order Motion on or after April 17, 2009 was the Defendant ever notified that this Note has been securitized as required by the Truth in Lending Act ("TILA").

CRL fabricated the Assignment dated January 15, 2009, with an effective date of February 11, 2009 and a recording date with the Will County Recorder of March 18, 2009. The Assignment was from Town & Country Credit to Deutsche Bank National Trust Company, as Trustee for, Ameriquest Mortgage Securities Inc., Asset-Backed Pass-Through Certificates, Series 2004-R1, under the Pooling and Service Agreement Dated February 1, 2004 (see attached Group Exhibit A.11).

Since the Defendant received no notice of that Assignment until the Defendant performed research related to this Complaint after having been served with the Summons and Complaint on September 10, 2009, the statute of limitations is three years from being notified of the violation

This Mortgage and Note were part of the Ameriquest Settlement with 49 State Attorney Generals (see attached Group Exhibit F.1-F.3). To receive a restitution payment, the Mortgagor had to sign a Release of Claims, (see attached Group Exhibit F.2). Per the letter (see attached Group Exhibit F.1) from the Attorney General of the State of Illinois, Lisa Madigan, **the Release of Claims was valid, unless the property "in the future goes into foreclosure", which did not occur until the Complaint was served upon the Defendant on September 10, 2009.** That was subsequent to the discharge of the Defendant's Chapter 7 Bankruptcy on May 5, 2009, so the Defendant could not have imputed any possible claims in that bankruptcy.

Clearly, 49 State Attorney Generals believed that Ameriquest and its many affiliated entities violated TILA by engaging in fraudulent, misleading, and deceptive practices that concealed the TILA violation occurring at the time of closing. **When the consumer has an extended right to rescind or pursue other statutory remedies because a violation occurs, the statute of limitations for all the**

damages the consumer seeks extends to three years from the date the violation is revealed. *McMash v. Irwin Union Bank & Trust Co.*, 215 F.R.D. 26, 30 (D. Mass. 2003) (bolding added).

The Plaintiff, AHMSI, and its law firm, Pierce & Associates, clearly violated the FDCPA with full knowledge of having done so, by filing the Stay Order Motion in the United States Bankruptcy Court on April 17, 2009, without having possession of the Note and no recorded Assignment from Town & Country Credit Corp. to Ameriquest Mortgage Company, although the RJ Trust Prospectus filed with the SEC clearly indicates that Ameriquest Mortgage Company was the Seller (see Group Exhibit C.2).

notice
↓

The Plaintiff, AHMSI, and its law firm, Pierce & Associates, continued to violate the FDCPA with full knowledge of doing so, as clearly documented in the e-mails to the Senior/Founding Partner, to a Managing Attorney, and to other Pierce & Associates attorneys, with "Read Receipts" indicating receipt (see attached Group Exhibit G.6)

The Plaintiff, AHMSI, and its second law firm, Dykema Gossett, also continues to violate the FDCPA with full knowledge of doing so, as clearly documented in the e-mails from Defendant notifying the Chairman and the Chicago Managing Member of the issues (see attached Group Exhibit G.7).

Class action status has been granted in Illinois with Codilis & Associates LLC as the Defendant for violation of the FD CPA (see attached Group Exhibit G.2). The debt collection letter Defendant received from Pierce & Associates (see attached Group Exhibit A.15) similarly violated the FDCPA (see attached Group Exhibit G.3).

critical

In particular, the Pierce & Associates Collection Letter (see attached Group Exhibit A.15) conflicts with the debt submitted with the Stay Order Motion (see attached Group Exhibit D.3) and fails to specify the detail supporting the total amount of the debt due in either action. Any additional charges for mortgage interest and other fees, such as late fees, subsequent to the filing of the Chapter 7 Bankruptcy on January 30, 2009 violated the terms of the discharge of the debtor on May 5, 2009 (see attached Group Exhibit A.13).

When AHMSI's legal counsel submitted the Stay Order Motion, the Plaintiff was not listed as a secured creditor in the Chapter 7 Bankruptcy (see attached A.12), even though the Plaintiff's law firm

filed the Stay Order Motion. The Plaintiff's law firm failed to request any amendment to the bankruptcy filing prior to the May 5, 2009 Discharge per the list of those notified of the discharge by the Court (see attached Group Exhibit A.13, pg. 3).

Since the Plaintiff does not have the original Mortgage or the original Note, the Plaintiff could not have submitted proof of secured creditor status to support a complaint to determine dischargeability of its debt without committing perjury, as the Plaintiff and its two law firms are doing in this Complaint to Foreclose.] *

Per the Meeting of the Creditor notification (see attached Group Exhibit G.4), the "Deadline to File a Complaint Objecting to Discharge of the Debtor or to Determine Dischargeability of Certain Debts: May 4, 2009." Since the Plaintiff failed to file such a complaint, the Plaintiff was an unsecured creditor and the debt was discharged as such. Therefore, the Affirmative issue of Judicial Estoppel applies. *
CRITICAL

The Florida Attorney General has initiated a Public Consumer-Related Investigation of "one of the largest foreclosure firms in the State" which "appears to be fabricating and/or presenting false and misleading documents in foreclosure cases" (see attached Group Exhibit G.5). It would appear that the Illinois Attorney General should also investigate CRL, AHMSI, Pierce & Associates, and Dykema, Gossett.

CONCLUSION **CRITICAL**

Since the Plaintiff has failed to deny any of the Defendant's Exhibits submitted under Section 109 certification, there is no material fact at issue regarding the Plaintiff's lack of legal standing as the Real Party in Interest/Holder in Due Course.

Moreover, the Illinois Appellate Court has held that the proper pleading of the Plaintiff's standing to bring a foreclosure suit as the owner and holder of the indebtedness is of paramount importance and in the event the Plaintiff is not the correct legal entity to bring a foreclosure action, the entry of summary judgment and orders of foreclosure and sale are improper as a matter of law

(holding added), *Bayview Loan Servicing, LLC v. Nelson*, (Sb. Dist., June 16, 2008), Rule 23 Order.

Filed May 21, 2008.

critical

Since the Plaintiff's law firm has already admitted that the Plaintiff does not have the original Mortgage for the original Note and "investigation continues" (see attached Group Exhibit B.2), the Plaintiff has no legally enforceable standing, so the Court has no jurisdiction over the Plaintiff's Complaint to Foreclose Mortgage. Consequently, any judicial judgments or orders related to this Complaint are VOID.

A

WHEREFORE, the Defendant respectfully requests that this Court grant the Defendant's Motion to Dismiss and for any other relief which the Court deems proper under the circumstances.

The Defendant also prays that the Court will consider entering an order to dismiss the Defendant's Motion to Dismiss with prejudice under the Doctrine of Unconscionability due to the Plaintiff's filing of a frivolous lawsuit that violates the IMFL, the Illinois Conveyance Act, the FDCPA, TILA, RESPA, United States bankruptcy laws and other federal and state laws as submitted with the General Statement re: No Waiver of Rights (see attached Exhibit 3).

critical!

Respectfully Submitted,

Lauren L. Scheffers

Lauren L. Scheffers, Defendant Pro Se
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,	) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST	) Judge Richard J. Siegel
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
)
PLAINTIFF)
)
VS)
)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
)
DEFENDANTS)

DEFENDANT'S REPLY TO PLAINTIFF'S RESPONSE TO DEFENDANT SCHEFFER'S <sic> MOTION TO DISMISS COMPLAINT TO FORECLOSE MORTGAGE FOR LACK OF LEGAL STANDING

GENERAL STATEMENT RE: NO WAIVER OF RIGHTS

Defendant expressly states that (a) Defendant is not raising all legal issues related to Plaintiff's lack of legal standing in its Foreclosure Complaint that could be raised and (b) the failure to raise such legal issues here is not intended to waive the raising of the many additional legal issues.

Specifically, the Defendant is not waiving the many legal issues raised in the Defendant's Answer and Counter-Complaint served upon the Plaintiff/ on 11/13/09, to which the Plaintiff has failed to file a responsive pleading that denies any

referenced exhibits that were submitted under Section 1109 Certification by the Defendant.

Specifically, the Defendant is not waiving the many legal issues raised in the January 28, 2010 hearing regarding the Defendant's Motion for Quiet Title to which the Plaintiff has failed to file a responsive pleading to deny any referenced exhibits that were submitted under Section 1109 Certification by the Defendant and that were discussed during the hearing per the Report of Proceedings with participation by legal representatives from both of the Plaintiff's law firms.

Defendant also reserves the right, at any future hearing or trial in a state or federal court related to this matter, to raise all legal issues, including multiple intentional violations/attorney malpractice under the Fair Debt Collection Practices Act ("FDCPA"), the Truth in Lending Act ("TILA"), Chapter 96/Racketeer Influenced and Corrupt Organizations ("RICO"), Mail Fraud, Ponzi Scheme, Real Estate Procedures and Settlement Act ("RESPA"), and commission of a crime under the Illinois Financial Crime Law, Public Act 093-0440, effective 08/05/2003 (720 ILCS 5/16H), by the Plaintiff and its two law firms, Pierce & Associates LLC and Dykema Gossett PLLC, and the individual attorneys from both law firms.

Respectfully Submitted,



Lauren L. Scheffers, Defendant Pro Se
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

LIST OF EXHIBITS

Nbr Description

1. Defendant Certification – Defendant’s Reply to Plaintiff’s Response to Defendant’s Motion to Dismiss Complaint to Foreclose Mortgage (1 pg.)
2. Proof of Service (1 pg.)
3. General Statement re: No Waiver of Rights (2 pgs.)
4. List of Exhibits (9 pgs.)

GROUP EXHIBIT A, GENERAL

Nbr Description

1. Timeline (1 pg.)
2. Town & Country Credit required RESPA/TILA/GFE notification package dated December 17, 2003 with a postmark date of December 18, 2003 from California for the closing date of December 18, 2003 in Illinois
NOTE: PREVIOUSLY SUBMITTED UNDER 1109 CERTIFICATION WITH ANSWER
 - a. Cover letter with incorrect property address w/bad bar code (2 pgs.)
 - b. Understanding Your Loan w/bad bar code (2 pg.s)
 - c. Truth-in-Lending Disclosure Statement dated December 17, 2003 w/bad bar code, estimated 9.377% fixed rate, payment = \$1433.84 (1 pg.)
 - d. Good Faith Estimate (1 pg.)
 - e. Appraisal/Property Valuation Disclosure dated December 17, 2003 w/bad bar code, not available until after closing/settlement
 - f. Privacy Policy w/bad bar code that lists affiliates that borrower information will be shared with (2 pgs.)
 - g. Application Disclosure dated December 17, 2003 w/bad bar code, non-refundable (1 pg.)
 - h. Notice to Applicants dated December 17, 2003 w/no bar code requiring Applicant to make copies prior to mailing them (1 pg.)
 - i. Borrower Information Document dated December 17, 2003 w/no bar code (1 pg.)
 - j. Items Required for Underwriting w/no date and w/no bar code (1 pg.)
3. Undated/unsigned Settlement Statement Optional Form w/finance charges from 12/18/03 (2 pg.s)
4. Final Truth-in-Lending Disclosure Statement dated December 18, 2003 with 8.223% fixed rate, payment = \$1315.86 (1 pg.)
5. Loan application dated December 29, 2003 (4 pgs.)
6. Settlement Statement dated 12/31/03 vs. mortgage/note dates of 12/18/03 (2 pgs.)
7. Check dated 01/06/04 for settlement proceeds for Closing Date of 12/31/03

LIST OF EXHIBITS (con't.)

GROUP EXHIBIT A, GENERAL (con't.)

Nbr Description

8. Notifications regarding changes in servicing companies from 12/31/03 to present
 - a. RESPA Joint Notification Letter, Notice of Assignment, Sale or Transfer of Servicing Rights, from Town & Country Credit Corp. to Ameriquest Mortgage Company, dated January 05, 2004, effective 12/31/03 (2 pgs.)
 - b. Letter dated March 16, 2003 re: Ameriquest Mortgage Company name change to AMC Mortgage Services, Inc., effective March 31, 2005 (1 pg.)
 - c. RESPA Joint Notification Letter, Notice of Assignment, Sale or Transfer of Servicing Rights from Ameriquest Mortgage Company to Citi Residential Lending Inc., dated September 14, 2007, effective 10/01/07 (3 pgs.)
 - d. RESPA Joint Notification Letter, Notice of Assignment, Sale or Transfer of Servicing Rights from Citi Residential Lending Inc. to American Home Mortgage Servicing, Inc. ("AHMSI"), dated January 23, 2009, effective February 11, 2009 (6 pgs.)
9. Citi Residential Lending letter dated October 23, 2007 stating that the "creditor to whom the obligation is owed is Ameriquest Mortgage Securities, Inc., Asset Backed Pass Through Certificates Series 2004-R1." (1 pg.)
10. Citi Residential Lending letter dated December 2, 2008 of Notice of Intent to foreclose (1 pg.)
11. Citi Residential Lending Inc., as Attorney-In-Fact for Town and Country Credit Corp., Assignment of Mortgage/Deed dated January 15, 2009 with an effective date of 02/11/2009 returned to American Home Mtg. Servicing
12. Schedule D – Creditors Holding Secured Claims on filing date of 01/30/09, Citi Residential is listed as creditor (1 pg.)
13. Discharge of Debtor, Chapter 7 Bankruptcy, May 5, 2009 (3 pgs.)
14. Fax dated August 4, 2009 to the Office of the Special Inspector General for TARP ("SIGTARP") regarding its FBI raid on Taylor Bean & Whitaker Mtg.
 - a. Fax cover letter (2 pgs.)
 - b. Screen prints of the assignment to Deutsche Bank National Trust with the Will County Recorder, indicating that the assignment was returned to Taylor Bean & Whitaker Mtg., c/o Nationwide Title Clearing (1pg.)
15. Pierce & Associates collection letter dated September 16, 2009 (2 pgs.)
16. Report of Proceedings, 01/28/2010 (33 pgs.)
17. Copy of Corporation Assignment of Real Estate Mortgage, Document R95-06854 notarized on June 2, 1995, from Preferred Mortgage Associates, LTD. to Hinsdale Federal Bank for Savings (2 pgs.)
18. Copy of Release Deed, Document R95-165097 notarized on June 22, 1995, from Home Savings of America FSB as successor in interest to Reserve Savings and Loan Association (2 pgs.)

LIST OF EXHIBITS (con't.)

GROUP EXHIBIT B, DYKEMA GOSSETT PLLC

- | Nbr | Description |
|------------|---|
| 1. | Defendant's First Request for Production (3 pgs.) |
| 2. | Plaintiff's Response to Defendant's First Request for Production (6 pgs.) |
| 3. | Mortgage, pg. 1 with Complaint (1 pg.) |
| 4. | Mortgage, pg. 1 with Response to Motion for Quiet Title (1 pg.) |
| 5. | Note, pgs. 1-2 with Complaint (2 pgs.) |
| 6. | Dykema mailing (by UPS and by USPS mail) |
| a. | Cover Letter dated 02/23/2010 (1 pg.) |
| b. | Notice of Motion (1 pg.) |
| c. | Motion for Extension of Time to Answer or Otherwise Plead (2 pgs.) |
| d. | Certificate of Service (1 pg.) |
| e. | Additional Appearance (1 pg.) filed February 5, 2010 with |
| 7. | Copy of Court Order dated 11/24/09 with no date, illegible attorney signature, and no attorney ARDC number on a Peoria County Order form for the Tenth Judicial Court (1 pg.) |
| 8. | Copy of Court Order dated 01/28/10 (1 pg.) |
| 9. | IARDC Request for Investigation, 03/10/10 |
| 10. | Copy of Court Order dated 03/16/10 (1 pg.) |
| 11. | IARDC Request for Investigation/Update, |
| a. | Case 2010IN01102: Patrick T. Stanton |
| b. | Case 2010IN01103: Amy R. Jonker |
| 12. | Defendant/Counter-Plaintiff Motion for Leave to Amend Defendant/Counter-Plaintiff Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing (14 pgs.) |
| a. | Defendant/Counter-Plaintiff Motion for Leave to Amend Defendant/Counter-Plaintiff Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing (2 pgs.) |
| b. | E-mail exchange dated 4/14/10 between Defendant and one of Plaintiff's attorneys, Amy Jonker (7 pgs.) |
| c. | Proof of Service as filed on April 20, 2010 (1 pg.): |
| 1) | Delivery Confirmation for 0309 2880 0000 4443 8920 to Patrick Stanton, Amy Jonker at Dykema Gossett PLLC (1 pg.) |
| 2) | Delivery Confirmation for 0309 2880 0000 4443 8920 to Denis Pierce, David Rhodes at Pierce & Associates (1 pg.) |
| d. | Delivery Confirmation e-mail from USPS confirming delivery to Dykema Gossett at 9:56 a.m. on 04/22/10 (1 pg.) |
| e. | Delivery Confirmation e-mail from USPS confirming delivery to Pierce & Associates at 10:15 a.m. on 04/22/10 (1 pg.) |
| 13. | Copy of 04/27/10 Court Order with no date, no attorney signature, and no attorney ARDC number on a Peoria County Order form for the Tenth Judicial Court (1 pg.) |

GROUP EXHIBIT C, DEUTSCHE BANK NATIONAL TRUST

- | Nbr | Description |
|------------|--|
| 1. | Trust Closing Date on or about February 6, 2004, DBT01.5 (1 pg.) |
| 2. | Trust Seller and Master Servicer, Ameriquest Mortgage Company, DBT01.6 |
| 3. | The Certificates, DBT02 (1 pg.) |
| 4. | The Certificates are Obligations of the Trust Only, DBT05.1 (1 pg.) |
| 5. | Assignment of the Mortgage Loans, DBT07.1 (1 pg.) |
| 6. | The Seller and Master Servicer, DBT07.2 (1 pg.) |
| 7. | Form 15-15D Certification and Notice of Termination of Registration under Section 12(g) of the Securities Exchange Act of 1934 or Suspension of Duty to File Reports Under Sections 13 and 15(d) of the Securities Exchange Act of 1934, filed 01/26/2005 (3 pgs.) |
| 8. | Legal Actions are Pending Against the Seller (2 pgs.) |

GROUP EXHIBIT D, AMERICAN HOME MORTGAGE SERVICING, INC. ("AHMSI")

- | Nbr | Description |
|------------|--|
| 1. | AHM SI, servicer, package of documentation <ol style="list-style-type: none">Cover letter dated February 3, 2010 (3 pgs.)Copies (31 pgs.)<ol style="list-style-type: none">Fixed Rate Note (2 pgs.)Mortgage w/no notary date (15 pgs.)Legal Description of the property (1 pg.)1-4 Family Rider (4 pgs.)Signature/Name Affidavit with a date of December 18, 2003 with a notary stamp and signature, but w/no notary date (1 pg.)Settlement Statement, Optional Form (2 pgs.)Truth-in-Lending Disclosure Statement with a Date of December 18, 2003 (1 pg.)Customer Account Activity print-out for period 01/01/06 – 01/25/10 (5 pgs.) |
| 2. | Reply to AHMSI dated February 13, 2010 (7 pgs.) <ol style="list-style-type: none">Letter (4 pgs.)Exhibits List (2 pgs.)Delivery Confirmation for 0309 2880 0000 4452 0878 (1 pg.) |
| 3. | AHMSI Motion to Modify the Automatic stay, filed on 04/17/2009 by Pierce & Associates attorney, Christopher M. Brown (3 pgs.) |
| 4. | Report of Proceedings in Chapter 7 Bankruptcy hearing on 04/24/2009, Pierce & Associates attorney, Yanicke Polycarpe, on behalf of American Home Mortgage (8 pgs.) |
| 5. | Order Modifying Stay on 04/24/2009 |
| 6. | AHMSI Secure Message dated 08/25/2009, E-AH5.1 – AH5.5 (5 pgs.) |
| 7. | AHMSI Secure Message dated 09/02/2009, E-AH6.1 – AH6.3 (3 pgs.) |
| 8. | AHMSI Current Loan Information (1 pg.) as of March 3, 2010 (1 pg.) |
| 9. | AHMSI View Messages List as of March 3, 2010 (1 pg.) |

LIST OF EXHIBITS (con't.)

GROUP EXHIBIT E, QUALIFIED WRITTEN REQUEST TO SERVICER, AHMSI

- | Nbr | Description |
|------------|---|
| 1. | Qualified Written Request (QWR) – Dispute of Legal Standing to Foreclose Based on Missing and/or Possibly Fraudulent Documents (8 pgs.) <ol style="list-style-type: none">a. Letter dated July 31, 2009 (4 pgs.)b. Timeline (4 pgs.) |
| 2. | Signature Proof of Service on August 3, 2009 (1 pg.) |
| 3. | Pierce and Associates, P.C. <ol style="list-style-type: none">a. E-mail Subject: Qualified Written Request to AHMSI re: Will County property<ol style="list-style-type: none">1) E-mail dated 7/31/2009, 06:09 p.m. to Pierce & Associates Senior/Founding Partner, Denis Pierce (1 pg.)2) Read Receipt for E-mail dated 8/01/2009, 10:03 a.m., from Pierce & Associates Senior/Founding Partner, Denis Pierce (1 pg.)3) E-mail dated 7/31/2009, 05:59 p.m. to Pierce & Associates Managing Partner, Andrew Nelson (1 pg.)4) Read Receipt for E-mail dated 8/06/2009, 09:26 a.m., from Pierce & Associates Managing Partner, Andrew Nelson (1 pg.) |

GROUP EXHIBIT F, AMERIQUEST SETTLEMENT WAIVED UPON FILING OF FORECLOSURE ACTIONS IN FUTURE

- | Nbr | Description |
|------------|---|
| 1. | Illinois Attorney General, Lisa Madigan, letter regarding Ameriquest Settlement Restitution Payment (1 pg.) |
| 2. | Settlement waiver requirements (2 pgs.) |
| 3. | Ameriquest Settlement, pgs. 39-41 (3 pgs.) |

GROUP EXHIBIT G, FAIR DEBT COLLECTION PRACTICES ACT VIOLATIONS

- | Nbr | Description |
|------------|---|
| 1. | Syllabus of United States Supreme Court Opinion of the Court decided April 21, 2010, No. 08-1200, JERMAN v. CARLISLE, MCNELLIE, RINI, KRAMER & ULRICH LPA (3 pgs.) |
| 2. | Shea v. Codilis 99 C 0057 in the United States District Court for the Northern District of Illinois, Plaintiff's motion for class certification is GRANTED for defendant Codilis & Associates, P.C. for violation of the FDCPA, because it does not state the "amount of the debt" as required by 15 U.S.C. @ 1692g |
| 3. | Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. 1692e-g (5 pgs.) |
| 4. | United States Bankruptcy Court, Meeting of Creditors (2 pgs.) |

**GROUP EXHIBIT G, FAIR DEBT COLLECTION PRACTICES ACT
VIOLATIONS (con't.)**

Nbr Description

- 5. Attorney General of Florida, Bill McCollum, Active Public Consumer-Related Investigation:**
- a. Case Number: L10-3-1095,
 - b. Subject of investigation: Florida Default Law Group, PL
 - c. Allegation or issue being investigated:
Appears to be fabricating and/or presenting false and misleading documents in foreclosure cases. These documents have been presented in court before judges as actual assignments of mortgages and have later been shown to be legally inadequate and/or insufficient. Presenting faulty bank paperwork due to the mortgage crisis and thousands of foreclosures per month. **This firm is one of the largest foreclosure firms in the State.** This firm appears to be one of Docx, LLC a/k/a Lender Processing Services' clients, who this office is also investigating.
- 6. Pierce and Associates, P.C.**
- a. E-mail Subject: RESEND (typo) Request for copy of Mortgage Note/AHMSI Lien related to 4/24/09 Motion in Chapter 7 Bankruptcy Case No. 09-02917
 - 1) E-mail dated 4/21/2009, 12:59 p.m., to Pierce & Associates attorney, Christopher Brown (2 pgs.)
 - 2) Read Receipt for E-mail dated 4/22/2009, 1:32 p.m., from Pierce & Associates Managing Partner, Andrew Nelson (1 pg.)
 - 3) Read Receipt for E-mail dated 4/21/2009, 1:14 p.m., from Pierce & Associates attorney, Christopher Brown (1 pg.)
 - b. E-mail Subject: NOTICE: Is Taylor Bean & Whitaker Mtg. liable for fraudulent document creation?
 - 1) E-mail dated 7/29/2009, 07:09 a.m. to Pierce & Associates Senior/Founding Partner, Denis Pierce (5 pgs.)
 - 2) Read Receipt for E-mail dated 7/29/2009, 09:39 a.m., from Pierce & Associates Managing Partner, Andrew Nelson (1 pg.)
 - 3) Read Receipt for E-mail dated 7/29/2009, 8:26 a.m., from Pierce & Associates attorney, RRWhitehouse (1 pg.)
 - c. E-mail Subject: Fwd: #1 NOTIFICATION OF CLIENT FRAUD UPON THE COURT, IL/Will County/09CH3797
 - 1) E-mail dated 2/25/2010, 8:07 a.m., to Pierce & Associates Senior/Founding Partner, Denis Pierce (1 pg.)
 - 2) E-mail dated 2/25/2010, 8:06 a.m., to Pierce & Associates Managing Partner, Andrew Nelson (1 pg.)
 - 3) E-mail dated 2/24/2010, 5:09 p.m., to Pierce & Associates attorney, Richard Elsliger (1 pg.)
 - 4) E-mail dated 2/24/2010, 5:09 p.m., to Pierce & Associates attorney, Mike Kemock (1 pg.)

**GROUP EXHIBIT G, FAIR DEBT COLLECTION PRACTICES ACT
VIOLATIONS (con't.)**

Nbr Description

6. Pierce and Associates, P.C. (con't.)

- d. E-mail Subject: Fwd: #1 NOTIFICATION OF CLIENT FRAUD UPON THE COURT, IL/Will County/09CH3797
 - 1) E-mail dated 3/02/2010, 3:06 p.m., to Pierce & Associates attorney, David Rhodes (2 pgs.)
 - e. E-mail Subject: Fwd: #2 NOTIFICATION OF CLIENT FRAUD UPON THE COURT, IL/Will County/09CH3797
 - 1) E-mail dated 3/9/2010, 4:01 p.m., to Pierce & Associates Senior/Founding Partner, Denis Pierce (1 pg)
 - 2) E-mail dated 3/9/2010, 4:02 p.m., to Pierce & Associates Managing Partner, Andrew Nelson (1 pg.)
 - 3) E-mail dated 3/9/2010, 4:02 p.m., to Pierce & Associates attorney, David Rhodes (1 pg.)
 - 4) E-mail dated 3/9/2010, 4:02 p.m., to Pierce & Associates attorney, Richard Elsliger (1 pg.)
 - f. E-mail Subject: Fwd: #3 NOTIFICATION OF CLIENT FRAUD UPON THE COURT, IL/Will County/09CH3797
 - 1) E-mail dated 3/9/2010, 4:04 p.m., to Pierce & Associates Senior/Founding Partner, Denis Pierce (1 pg.)
 - 2) E-mail dated 3/9/2010, 4:04 p.m., to Pierce & Associates Managing Partner, Andrew Nelson (1 pg.)
 - 3) E-mail dated 3/9/2010, 4:04 p.m., to Pierce & Associates attorney, David Rhodes (1 pg.)
 - 4) E-mail dated 3/9/2010, 4:04 p.m., to Pierce & Associates attorney, Richard Elsliger (1 pg.)
 - 5) E-mail dated 3/9/2010, 4:04 p.m., to Pierce & Associates attorney, Mike Kemock (1 pg.)
- 7. Dykema Gossett PLLC**
- a. Dykema Chairman's Message/Rex E. Schlaybaugh, Jr. web page screen print (1 pg.)
 - b. Dykema Chicago Office/Patrick T. Stanton, Office Managing Member, web page screen print (1 pg.)
 - c. E-mail Subject: Fwd: #1 NOTIFICATION OF CLIENT FRAUD UPON THE COURT, IL/Will County/09CH3797
 - 1) E-mail dated 2/24/2010, 12:19 p.m., to Dykema Chairman, Rex E. Schlaybaugh, Jr.; Dykema Chicago Office Managing Member, Patrick Stanton; Dykema attorneys, Amy Jonker and James Dougherty (4 pgs.)
 - 2) Read Receipt for E-mail dated 2/24/2010, 12:59 p.m., from Rex E. Schlaybaugh (1 pg.)
 - 3) Read Receipt for E-mail dated 2/24/2010, 2:05 p.m., from Patrick Stanton (1 pg.)

**GROUP EXHIBIT G, FAIR DEBT COLLECTION PRACTICES ACT
VIOLATIONS (con't.)**

Nbr Description

7. Dykema Gossett PLLC (con't.)

- d. E-mail Subject: Fwd: #2 NOTIFICATION OF CLIENT FRAUD
UPON THE COURT, IL/Will County/09CH3797
 - 1) E-mail dated 3/8/2010, 5:31 p.m., to Dykema Chairman, Rex E. Schlaybaugh, Jr.; Dykema Chicago Office Managing Member, Patrick Stanton; Dykema attorneys, Amy Jonker and James Dougherty (7 pgs.)
 - 2) Read Receipt for E-mail dated 3/9/2010, 9:31 a.m., from Rex E. Schlaybaugh (1 pg.)
 - 3) Read Receipt for E-mail dated 3/8/2010, 05:56 p.m., from Patrick Stanton (1 pg.)
- e. E-mail Subject: Fwd: #3 NOTIFICATION OF CLIENT FRAUD
UPON THE COURT, IL/Will County/09CH3797
 - 1) E-mail dated 3/9/2010, 11:48 a.m., to Dykema Chairman, Rex E. Schlaybaugh, Jr.; Dykema Chicago Office Managing Member, Patrick Stanton; Dykema attorneys, Amy Jonker and James Dougherty (1 pg.)
 - 2) Read Receipt for E-mail dated 3/9/2010, 11:58 a.m., from Rex E. Schlaybaugh (1 pg.)
 - 3) Read Receipt for E-mail dated 3/9/2010, 08:11 p.m., from Patrick Stanton (1 pg.)
- f. E-mail Subject: Fwd: #4 NOTIFICATION OF CLIENT FRAUD
UPON THE COURT, IL/Will County/09CH3797
 - 1) E-mail dated 3/11/2010, 09:14 a.m., to Dykema Chairman, Rex E. Schlaybaugh, Jr.; Dykema Chicago Office Managing Member, Patrick Stanton; Dykema attorneys, Amy Jonker and James Dougherty (1 pg.)
 - 2) Read Receipt for E-mail dated 3/11/2010, 09:20 a.m., from Rex E. Schlaybaugh (1 pg.)
 - 3) Read Receipt for E-mail dated 3/11/2010, 10:36 a.m., from Patrick Stanton (1 pg.)
- g. E-mail Subject: Fwd: #5 NOTIFICATION OF CLIENT FRAUD
UPON THE COURT, IL/Will County/09CH3797
 - 1) E-mail dated 4/6/2010, 12:01 p.m., to Dykema Chairman, Rex E. Schlaybaugh, Jr.; Dykema Chicago Office Managing Member, Patrick Stanton; Dykema attorneys, Amy Jonker and James Dougherty (2 pgs.)
 - 2) Read Receipt for E-mail dated 4/6/2010, 12:48 p.m., from Rex E. Schlaybaugh (1 pg.)
 - 3) Read Receipt for E-mail dated 4/6/2010, 12:06 p.m., from Patrick Stanton (1 pg.)

**GROUP EXHIBIT G, FAIR DEBT COLLECTION PRACTICES ACT
VIOLATIONS (con't)**

Nbr Description

8. Deutsch, Levy & Engel Chartered

- a. E-mail Subject: Fwd: #1 NOTIFICATION OF CLIENT FRAUD
UPON THE COURT, IL/Will County/09CH3797
- 1) E-mail dated 2/25/2010, 10:08 a.m., to Deutsch, Engel, & Levy
Senior/Founding Partner, Earl A. Deutsch (1 pg.)
 - 2) E-mail dated 2/25/2010, 11:00 a.m., to Deutsch, Engel & Levy
attorney, Robert J. Emanuel
 - 3) Read Receipt for E-mail dated 2/25/2010, 11:06 a.m., from
Robert J. Emanuel (1 pg.)

GROUP EXHIBIT 12

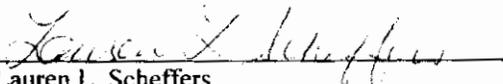
IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST) Judge Richard J. Siegel
MORTGAGE SECURITIES TRUST 2004-R1.)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
PLAINTIFF)
VS)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
DEFENDANTS)

NOTICE OF MOTION

To: By ordinary mail By ordinary mail
Patrick Stanton, Amy Lonker Denis Pierce, David Rhodes
Dykema Gossett PLLC Pierce & Associates
10 South Wacker Drive, Suite 2300 Thirteenth Floor
Chicago, IL 60606 J North Dearborn
Chicago, IL 60602

PLEASE TAKE NOTICE that on November 16, 2010 in Room 129 of the Joliet Court House Annex, 57 N. Ottawa, Joliet, Illinois 60432, the undersigned will present before the Honorable Judge Siegel, the *Defendant Motion for Summary Judgment*, a copy of which was served upon you on September 8, 2010.


Lauren L. Scheffers
1505 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

Case 09CH3797, Filed 08/26/2009

Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

PROOF OF SERVICE

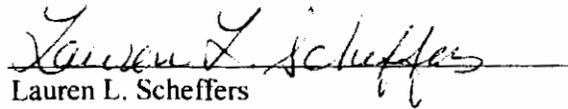
The undersigned certifies that true copies of the foregoing instruments, *Defendant Motion for Summary Judgment*, to be served upon

Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing a copy of same in a USPS Priority Mail Medium Flat Rate Box with Delivery Confirmation Receipt 0309 2880 0000 4444 8851, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 6:55 p.m. this 8th day of September, 2010 and to

Denis Pierce, David Rhodes
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

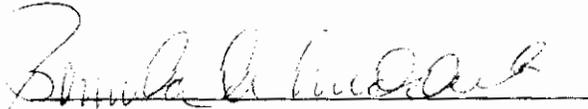
by placing a copy of same in a USPS Priority Mail Medium Flat Rate Box with Delivery Confirmation Receipt 0309 2880 0000 4444 8844, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 6:55 p.m. this 8th day of September, 2010.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

Sept 8, 2010
Date

Sworn to and subscribed before me this the 8th day of September, 2010.

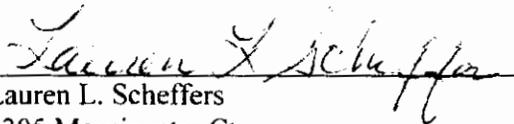


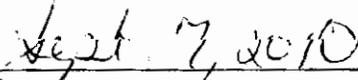
My Commission Expires: 12-03-10



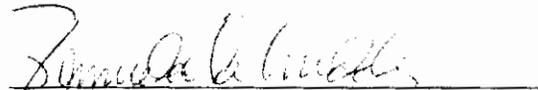
**DEFENDANT CERTIFICATION – DEFENDANT MOTION FOR
SUMMARY JUDGMENT**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (735 ILCS 5/1-109/from Ch. 110, par. 1-109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes the same to be true.


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651


Date

Sworn to and subscribed before me this the 7th day of September, 2010.



My Commission Expires:

12-02-10



IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,	) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST	) Judge Richard J. Siegel
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
)
PLAINTIFF)
)
VS)
)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
)
DEFENDANTS)

DEFENDANT MOTION FOR SUMMARY JUDGMENT

Lauren L. Scheffers, Defendant Pro Se, moves this Court to grant Defendant’s Motion for Summary Judgment (“Motion”) to deny the Plaintiff’s Complaint to Foreclose Mortgage (“Complaint”) (See attached Group Exhibit 1, Group Exhibit A.14) as a matter of law and states the following and submits the attached Memorandum as additional support thereof.

The Defendant specifically points out that all documents submitted with this Motion are submitted under Section 1109 certification (See attached Exhibit 1.5):

- a. The Notice of Motion of the Defendant Motion for Summary Judgment.
- b. The Proof of Service to Pierce & Associates and to Dykema Gossett with Delivery Confirmation numbers indicated,
- c. The Defendant Motion for Summary Judgment,
- d. The Memorandum in Support of Defendant Motion for Summary Judgment,

- e. The List of Exhibits with legal points relating to the referenced Exhibits,
- f. The Exhibits, pleadings, orders, and reports of proceedings with Defendant commentary added to highlight the relevant legal points.

NOTE: The Defendant specifically requests that the Court return the extensive courtesy copy for the Defendant's appeal to the Third Appellate Court if this Court grants an Order of Foreclosure and Sale.

ARGUMENT

The Defendant submits the primary arguments below. There are extensive additional legal grounds in support of the Defendant Motion for Summary Judgment to deny the Complaint in the attached Memorandum.

I. As a matter of law, the Plaintiff's Complaint to Foreclose Mortgage is invalid.

1. The 12th Judicial Circuit Court has assigned this case to the incorrect courtroom. The Plaintiff is not a Land Trust. The Plaintiff is a Securities Trust, as stated in its name, Mortgage-Backed Securities ("MBS"), whether the trust is the one specified in the Complaint as Ameriquest Mortgage Securities Trust 2004-R1 ("Trust 2004-R1") or the different trust specified repeatedly by the Plaintiff's litigation counsel as Ameriquest Mortgage Securities Trust 2004-R3 ("Trust 2004-R3") (See attached Group Exhibit 1, Group Exhibit A.15).

2. Per 735 ILCS 5, Section 15-1106 (See attached Exhibit 1.1, pg. 1, ***bolding added): **"Applicability of Article. (a) Exclusive Procedure. From and after the effective date of this amendatory Act of 1986, the following shall be foreclosed in a foreclosure pursuant to this Article: (3) any collateral assignment of beneficial interest made on or after the effective date of this amendatory Act of 1986 (i) which is made with respect to a land trust which was**

created contemporaneously with the collateral assignment of beneficial interest, (ii) which is made pursuant to a requirement of the holder of the obligation to secure the payment of money or performance of other obligations and (iii) as to which the security agreement or other writing creating the collateral assignment permits the real estate which is the subject of the land trust to be sold to satisfy the obligations.

(b) Uniform Commercial Code. A secured party, as defined in Article 9 of the Uniform Commercial Code, may at its election enforce its security interest in a foreclosure under this Article if its security interest was created on or after the effective date of this amendatory Act of 1986 and is created by (i) a collateral assignment of beneficial interest in a land trust or (ii) an assignment for security of a buyer's interest in a real estate installment contract.

3. The refore, the Illinois Mortgage Foreclosure Law ("IMFL") is not the controlling law for this action and all prior rulings by the Court based solely on the IMFL are void as a matter of law.

II. As a matter of law, it is 810 ILCS 5, Article 3, Part 3, Enforcement of Instruments of the Illinois Uniform Commercial Code ("UCC") that applies to MBS trusts regarding the requirements to enforce negotiable securities (See attached Exhibit 1.2, pg. 3).

1. Per the 08/12/10 Report of Proceeding, the Plaintiff's litigation counsel falsely stated, "The UCC is not actually the law in the State of Illinois. Illinois has its own code that is similar to the UCC. But it does not apply to the mortgage." (See attached Group Exhibit 2, Group Exhibit F.8, pg. 27, lns. 6-9)

2. Yet, only a few minutes later per that same 08/12/10 Report of Proceeding, the Plaintiff's litigation counsel specifically states, "Again, she wants the original. It is completely irrelevant. She has not raised any reason that she needs the original. The original actually is bearer of paper. So there is no way that we are turning the original over to her." (See attached Group Exhibit 2, Group Exhibit F.8, pg. 31, lns. 19-23).

a. When the Plaintiff's litigation counsel stated that possession of the original "is completely irrelevant", that totally false statement was made either due to inadequate legal training and supervision or as an intentional false statement to the Court.

b. With its reference to the Note as "bearer paper", the Plaintiff's litigation counsel admitted on the record that the Note is a security. Clearly, if the Note is "bearer paper", the UCC's requirement of "Holder in Due Course" applies to this present action.

3. Again, per that same 08/12/10 Report of Proceeding, the Plaintiff's litigation counsel stated, "Not everyone can told<sic> the original. One person

has to hold it and then everyone else gets a copy.” (See attached Group Exhibit 2, Group Exhibit F.8, pg. 30, lines 14-16).

4. Clearly, the Plaintiff does not meet the Holder in Due Course criteria stated in Section 3-302 (See attached Exhibit 1.2, pg. 3 ***bolding added), “(2) the holder took the instrument (i) for value, (ii) in good faith, (iii) **without notice that the instrument is overdue or has been dishonored or that there is an uncured default with respect to payment of another instrument issued as part of the same series**”

a. 12/02/08, Citi Residential Lending sent Notice of Intention to Foreclose (See attached Group Exhibit 1, Group Exhibit A.6)

b. 01/15/09 Assignment of Mortgage/Deed (See attached Group Exhibit 1, Group Exhibit A.7) with an Effective Date of 02/11/09

c. Defendant filed for Chapter 7 Bankruptcy on 01/30/09 (See attached Group Exhibit 1, Group Exhibit B.1) before the effective date of Assignment of 02/11/09.

5. Yet, the Plaintiff’s litigation counsel had already admitted in the Plaintiff’s Response to Defendant’s First Request for Production (See attached Group Exhibit 1, Group Exhibit B.6, ***bolding added) that the originals of the Mortgage and the Note could not be produced:

a. “Trustee states that it is searching for **an original** of the mortgage and will produce it to Scheffers upon locating it. **Investigation continues.**”

b. “Trustee states that it is searching for **an original** of the note and will produce it to Scheffers upon locating it. **Investigation continues.**”

c. "Trustee states that it is searching for **an original** of the **assignment** and will produce it to Scheffers upon locating it.

Investigation continues."

d. The Plaintiff's litigation counsel totally failed to produce the Defendant's request for the original sale or assignment documentation **prior to this Trust's closing date on or about February 6, 2004** to support the filing with the Securities Exchange Commission.

e. **The Plaintiff's litigation counsel totally failed to produce the Defendant's request for a copy of the portion of the Prospectus submitted to the Securities Exchange Commission for this Ameriquest Mortgage Securities Trust 2004-R1 that verifies that this mortgage and note were included.**

6. Also, the Plaintiff's filing counsel failed to submit a "Lost Note Affidavit" with the filing as required per Section 3-309 of the UCC, if a negotiable security has been lost or destroyed (See attached Exhibit 1.2, pgs. 6-7): "**Enforcement of lost, destroyed, or stolen instrument. (a) A person not in possession of an instrument is entitled to enforce the instrument if (i) the person was in possession of the instrument and entitled to enforce it when loss of possession occurred, (ii) the loss of possession was not the result of a transfer by the person or a lawful seizure, and (iii) the person cannot reasonably obtain possession of the instrument because the instrument was destroyed, its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.**"

7. In addition, the Plaintiff's litigation counsel cited the following ruling in two separate pleadings, (See attached Group Exhibit 2, Group Exhibit E.1, pg. 12, no paragraph number and Group Exhibit 2, Group Exhibit D.2, pg. 7, no paragraph number), "Illinois courts have also recognized that plaintiff's possession of the note and mortgage constitutes *prima facie* evidence of its ownership of those instruments See Lundy v. Messer, 25 Ill. App. 2d 513, 167 N.E.2d 78 (2d Dist. 1960) (upholding right of plaintiff to foreclose based on possession of note and mortgage without written assignment). Clearly, the Plaintiff has no ownership since the Plaintiff's litigation counsel has already stated that the Plaintiff does not have possession of either the note and mortgage and "investigation continues" as to who does.

8. As Defendant previously cited in the Defendant/Counter-Plaintiff Response to Plaintiff/Counter-Defendant's Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS Section 2-619.1 (see Group Exhibit 2, Group Exhibit E.3 ***bolding added): "While the assignment of a mortgage note carries with it an equitable assignment of the mortgage by which it was secured, (Inland Real Estate Corp. v. Oak Park Trust & Savings Bank, (1983) 127 Ill.App.3d 535, 542, 469 N.E.2d 204, 82 Ill. Dec. 670, and Monre v. Lewis, (1977), 51 Ill.App.3d 388, 391-392, 366 N.E.2d 594, 9 Ill. Dec. 337), it does not follow that an assignment of a mortgage constitutes a negotiation or endorsement of a note, and **the Plaintiff must demonstrate that it is holder of the note as well as the mortgage** since the assignment of the mortgage is merely an incident to the debt, not the debt itself. "

9. Therefore, the Plaintiff's litigation counsel has not submitted a single legally admissible piece of evidence to support its alleged status as **the Trustee for the holder of the Mortgage and the Note** (See attached Group Exhibit f, Group Exhibit A.14).
10. Clearly, the Plaintiff does not meet the UCC requirements for Enforcement of Instruments stated in Section 3-301 (See attached Exhibit 1.2, pg. 3): **"Person entitled to enforce' an instrument means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder"**
11. Per the Bayview ruling of the Appellate Court of the Fifth District (See attached Exhibit 1.7, pg. 5 *****bolding added**),
 - a. "Nothing in the trial court record indicates that Bayview holds the mortgage or note that is the subject of this foreclosure action.
 - b. Additionally, because there was no basis for the entry of a summary judgment in favor of Bayview, the court improperly entered the judgment of foreclosure and order of sale."
12. Since the Plaintiff's litigation counsel has admitted that it is not the holder of the promissory Note for this action, the Plaintiff failed to establish that it is the holder of a promissory Note secured by a Mortgage.
13. Therefore, as a matter of law, the Plaintiff does not have legal standing to enforce the "bearer paper" Note. The Defendant's Motion for Summary Judgment: to deny the Complaint should be granted.

III. As a matter of law, there are no genuine issues as to any material facts disputed by the Plaintiff.

1. Per the Bayview ruling of the Appellate Court of the Fifth District (See attached Exhibit 1.7, pg. 4 *****bolding added**), "A summary judgment is an appropriate remedy only if the pleadings, depositions, and admissions on file, together with any affidavits, show **that there is no genuine issue of material fact and that the movant is entitled to a judgment as a matter of law.** Purtil v. Hess, 111 Ill.2d 229, 240 (1986).

2. The Defendant has submitted all pleadings and supporting Exhibits under Section 1-109 certification. Per 735 ILCS 5, Sec. 1-109. Verification by certification (See attached Exhibit 1.5 *****bolding added**), "**Any pleading, affidavit or other document certified in accordance with this Section may be used in the same manner and with the same force and effect as though subscribed and sworn to under oath.**"

3. Further, per 735 ILCS 5/Sec. 2-610 (See attached Exhibit 1.4, pg. 3 *****boldin g added**), "**Every allegation, except allegations of damages, not explicitly denied is admitted.**" Since neither the Plaintiff's filing counsel nor its litigation counsel has ever addressed any of the Exhibits submitted under Section 1-109 certification by the Defendant, let alone denied any of the Exhibits, those Exhibits are admitted. As a matter of law, the ILCS do not require a Motion to Deem Admitted under those circumstances.

4. Therefore, as a further matter of law, there is no genuine issue as to any material facts in dispute to justify a denial of this Dependent Motion for Summary Judgment against the Plaintiff's Complaint to Foreclose Mortgage.

IV. Most importantly, the Plaintiff's ongoing collection efforts throughout these many proceedings violate federal bankruptcy law in the attempt to collect a discharged debt.

1. Per the Plaintiff/Counter-Defendant's Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS Section 2-619.1 (See Group Exhibit 2, Group Exhibit E.2, pgs. 1-2, no paragraph numbers ***bolding added): "First, there are affirmative matters that defeat Scheffers' claims. Scheffers initiated Chapter 7 Bankruptcy proceedings in January 2009, and not only failed to disclose any of these claims or defenses, but she filed a Statement of Intent during the bankruptcy representing that she would surrender the property that is the subject of this foreclosure action. As such, **each of Scheffers' Claims are barred by judicial estoppel and should be dismissed pursuant to 735 ILCS 5/2-619(a)(9).**" Note that the Plaintiff is a totally different trust, 2004-R3, not the trust 2004-R1 as specified in the Complaint (See attached Group Exhibit 1, Group Exhibit A.15).

2. Yet, as a matter of law, it is the Plaintiff that is barred by judicial estoppel pursuant to 735 ILCS 5/2-619(a)(6) (See attached Exhibit 1.4, pg. 6, ***bolding added): "Involuntary dismissal based upon certain defects or defenses. (a) Defendant may, within the time for pleading, file a motion for dismissal of the action or for other appropriate relief upon any of the following grounds. **If the grounds do not appear on the face of the pleading attacked the motion shall be supported by affidavit: (6) That the claim set forth in the plaintiff's pleading has been released, satisfied of record, or discharged in bankruptcy.**

3. Also, per 735 ILCS 5, Section 2 619 (See attached Exhibit 1.4, pg. 7, ***bolding added): "(c) **If, upon the hearing of the motion, the opposite party**

presents affidavits or other proof denying the facts alleged or establishing facts obviating the grounds of defect, the court may hear and determine the same and may grant or deny the motion. **If a material and genuine disputed question of fact is raised the court may decide the motion upon the affidavits and evidence offered by the parties**, or may deny the motion without prejudice to the right to raise the subject matter of the motion by answer and shall so deny it if the action is one in which a party is entitled to a trial by jury and a jury demand has been filed by the opposite party in apt time. (e) **Pleading over after denial by the court of a motion under this Section is not a waiver of any error in the decision denying the motion.** “

4. At no time has the Plaintiff's litigation counsel submitted sworn affidavits as required by 735 ILCS 5, Section 2-619, because doing so would constitute perjury by an Officer of the Court.

5. Per the judicial notice previously requested by the Plaintiff's litigation counsel to admit the Defendant's Chapter 7 Bankruptcy public records, the Plaintiff was not the Secured Creditor for this property per the court filings of the Defendant's Chapter 7 Bankruptcy that was discharged on 05/05/09. In point of fact, the Plaintiff was not listed as a creditor of any kind in the bankruptcy filing.

6. Since the Plaintiff failed to meet the U.S. Bankruptcy Court requirements to file a Complaint to correct the record before 05/04/09, the Note was unsecured and was discharged on 05/05/09. Given the admission of the Plaintiff's litigation counsel that "investigation continues" as to who holds the original Mortgage and the original Note, the Plaintiff could not file the requisite documents in a Complaint to have the record corrected to be listed as the Secured Creditor.

7. The Court should note that:

- a. The Plaintiff, its former and current servicers, and its filing law firm have been reported to the Criminal Enforcement Unit of the U.S. Trustee for bankruptcy fraud due to knowingly filing a Relief from Stay Motion in the U.S. Bankruptcy Court when, as a matter of law, the Plaintiff was not the Secured Creditor for this Mortgage and Note.
- b. The Plaintiff's litigation law firm has also been reported for violating federal bankruptcy law in attempting to collect a discharged debt.

8. Therefore, as a critical matter of law, the Defendant's Motion for Summary Judgment to deny the Complaint should be granted *WITH PREJUDICE*. For the Court to fail to do so would be a gross miscarriage of justice.

SUMMARY

In summary, the Plaintiff's litigation counsel has itself submitted many arguments on behalf of the Defendant that support this Defendant Motion for Summary Judgment to deny the Complaint:

1. The statement that the Note is a bearer of paper,
2. The written and oral statements that the Plaintiff not only does not hold the original Note or the original Mortgage, but that "investigation continues" to determine who does hold the originals, as required by the UCC to enforce the negotiable security,
3. The submission of the Defendant's Chapter 7 Bankruptcy filing (See attached Group Exhibit 2, Group Exhibit E.1) as erroneous grounds for the Plaintiff to cite judicial estoppel under Section 2-619(a)(9), when it is the Plaintiff that is subject to judicial estoppel under Section 2-619(a)(6).
4. The submission of the Defendant's Chapter 7 Bankruptcy filing (See attached Group Exhibit 2, Group Exhibit E.1) that clearly indicates that 1) the Plaintiff was not the Secured Creditor for this action and 2) the Plaintiff was not listed as a Creditor in the filing at all.
 - a. The failure to have the bankruptcy record corrected for the Plaintiff to be listed as the Secured Creditor means that the Note was unsecured, so it was included as a discharged debt as of May 5, 2009, when the Chapter 7 Bankruptcy was discharged.
 - b. The Motion to Remove the Stay Order for this property by a party with no legal standing to do so was a false filing with the United States Bankruptcy Court

c. All parties to this ongoing action to foreclose based on an unsecured Note that was discharged are violating federal bankruptcy laws in an ongoing attempt to collect a discharged debt.

CONCLUSION

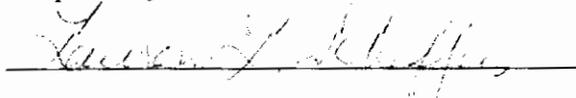
For the many reasons stated above that are further supported by the attached Memorandum, both of which reference supporting Exhibits submitted under Section 1109 certification, the Defendant prays that this Court will grant this Defendant Motion for Summary Judgment to deny the Plaintiff's Complaint to Foreclose Mortgage *WITH PREJUDICE* and such further relief as the Court deems appropriate.

Per the Court's requirements in the Report of Proceedings for 08/12/10, "You will file your proposed pleadings with the clerk, carbon copy to me, carbon copy to plaintiff's counsel. I will then rule by mail as to whether or not a response is necessary or whether the pleadings are going to be struck." (pg. 53, Ins 8-12), the Defendant has submitted this pleading for judicial review.

The Plaintiff respectfully requests that the Court enforce its own 08/12/10 Order and instructions per the referenced 08/12/10 Report of Proceedings (See attached Group Exhibit 2, Group Exhibit F.8) by replying by mail its legal rationale for determining whether a response is necessary or whether pleadings will be struck, particularly when no objection has been filed by the Plaintiff's litigation counsel.

The Court's written response will be a part of the record submitted to the Third Appellate Court, if this Court errs as a matter of law in granting a future Judgment of Foreclosure and Order for Sale.

Respectfully Submitted,



Lauren L. Scheffers, Defendant Pro Se
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,	) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST	) Judge Richard J. Siegel
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
)
PLAINTIFF)
)
VS)
)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
)
DEFENDANTS)

MEMORANDUM IN SUPPORT OF DEFENDANT MOTION FOR SUMMARY JUDGMENT

In further support of its Defendant Motion for Summary Judgment, the Defendant submits the following facts under Section 1 109 certification:

STATEMENT OF FACTS

All facts below have been supported with Exhibits. All pleadings and Exhibits have been submitted under Section 1 109 certification. No prior Defendant allegations have been denied by Plaintiff's filing law firm or by its litigation law firm, so they are admitted.

1. Per the Complaint (See attached Group Exhibit 1, Group Exhibit A.14):
 - a. Deutsche Bank National Trust is the Plaintiff, but Exhibit A states that the Lender is Town & Country Credit.
 - b. The Plaintiff is Trustee for the holder of the mortgage and the note. Yet, Plaintiff's litigation counsel admitted that "investigation continues" as to who that holder is (See attached Group Exhibit 1, Group Exhibit B.6). As a matter of law,

the Plaintiff cannot be acting as a trustee for a party the Plaintiff cannot even identify.

b. The alleged date that the Mortgage was owed was December 18, 2003.

That is a false statement.

c. Per the Settlement Statement (See attached Group Exhibit 1, Group Exhibit A.1), there was no debt until the Settlement Date of 12/31/03.

d. Per the Motion to Remove the Stay ("Stay Motion") in the Defendant's Chapter 7 Bankruptcy (See attached Group Exhibit 1, Group Exhibit B.3), the Plaintiff's filing law firm, Pierce & Associates, filed with the correct date of 12/30/03.

1) The alleged Creditor was American Home Mortgage Servicing, Inc. ("AHMSI")

2) Per the Report of Proceeding on 04/24/09 related to the Stay Motion, the Defendant/Debtor appeared to dispute any ownership by a trust of this mortgage. Pierce & Associates attorney, Yanicke Polycarpe, appeared on behalf of American Home Mortgage (8 pgs.)

3) The Honorable Eudge R. Wedoff erred in granting the Order Modifying Stay (See attached Group Exhibit 1, Group Exhibit B.5) to a party that was not listed as the Secured Creditor and was not listed as a creditor in the bankruptcy filing, whatsoever.

4) Per U.S. Title 18 – Crimes and Criminal Procedure, Chapter 9 Bankruptcy re: False Oaths (See attached Exhibit 1.12), the Plaintiff and its attorneys committed bankruptcy fraud

5) On 05/18/10, the Defendant filed Defendant's Citizen Report of

Violations of Many Federal Laws to the Criminal Enforcement Unit of the Executive Office for U.S. Trustees (See attached Group Exhibit 1, Group Exhibit B.9) relative to the Defendant's Chapter 7 Bankruptcy (See attached Group Exhibit 1, Group Exhibit B).

2. On 10/23/07, Citi Residential sent a letter to the Defendant (See attached Group Exhibit 1, Group Exhibit A.2 with a correction, that the creditor is Ameriquest Mortgage Securities, Inc.
 - a. There is no Assignment recorded with the Will County Recorder to Ameriquest Mortgage Securities, Inc.
 - b. There is no mention of Ameriquest Mortgage Securities, Inc. being in a trust with Deutsche Bank National Trust as trustee.

3. On 05/06/08, an unsubstantiated internal memo was posted online (See attached Group Exhibit 1, Group Exhibit A.3) related to the shutting down of Citi Residential Lending by the end of Q12009 with mortgages being transferred to CitiMortgage and other financial institutions
 - a. Subsequently, CitiMortgage sent an undated notice to Defendant (See attached Group Exhibit 1, Group Exhibit A.5) that verifies that CitiMortgage, Inc. (CMI) acquired the servicing of all mortgage loans from Citi Residential Lending, Inc. (CRL) in February 2009, although the Defendant received no RESPA notification to that effect.
 - b. On 02/11/09 (See attached Group Exhibit 1, Group Exhibit A.12) Citi Residential Lending Inc. sent the Defendant a RESPA Notice of Assignment, Sale or Transfer of Servicing Rights from Citi Residential Lending Inc. to American Home Mortgage Servicing, Inc., effective February 11, 2009. Yet, per 3.a

directly above, Citi Residential Lending Inc. had already sold the servicing to CitiMortgage, Inc., but sent no RESPA statement to that effect.

4. On 12/02/08, Citi Residential Lending sent the Defendant Notice of Intention to Foreclose (See attached Group Exhibit 1, Group Exhibit A.6)

5. Subsequent to that Notice of Intention to Foreclose, CitiResidential Lending fabricated two Assignments related to the Defendant's DuPage County property and to this Will County property:

a. On 12/12/08, Citi Residential Lending fabricated an Assignment of Mortgage/Deed for Defendant's DuPage County property (See attached Group Exhibit 1, Group Exhibit A.8)

b. On 01/15/09, Citi Residential Lending fabricated an Assignment of Mortgage/Deed for this Will County property (See attached Group Exhibit 1, Group Exhibit A.7)

1) The fabricated Assignment had an effective date of 01/09, after the Mortgage had been in default for non-payment of the 11/08 mortgage payment.

2) The fabricated Assignment was not recorded until after the Mortgage was included in a Chapter 7 bankruptcy filed on 01/30/09

c. Both assignments were signed by Crystal Moore, Vice President of Citi Residential Lending Inc, as "Attorney-In-Fact for Town and Country Credit"

d. Both assignments were notarized by Bryan Bly.

e. Yet, there is no Power of Attorney recorded with the Will County Recorder or the DuPage County Recorder (See an example as attached Exhibit

1.6). Therefore, both the Will County Assignment and the DuPage County Assignment are void.

f. As *prima facie* evidence of a fraudulent Assignment, Citi Residential Lending had previously sent the RESPA statement on 10/23/07 (see 2 above) that Ameriquest Mortgage Securities Inc. was the creditor, so Town and Country Credit was no longer the owner to be able to be Assignor

g. There have been published investigative reports that both Crystal Moore and Bryan Bly are, in fact, employed by Nationwide Title Clearing (See attached Group Exhibit 1, Group Exhibits A.9 and A.10)

h. Since the Will County Assignment had an effective date after the subject Note was in default, the Assignment is legally unenforceable as Holder in Due Course under the UCC.

i. What is the difference between the alleged validity of the fabricated assignment to the Plaintiff in 2009, when the Trust closed on or before February 6, 2004, and an assignment by Santa Claus (see attached Group Exhibit 1, Group Exhibit A.11), when the Will County Record as a matter of law is not allowed to require verification of title prior to recording property-related documents.

j. Per 735 ILCS 5 Sec. 15-1217. Recording of Instruments (See attached Exhibit 1.1., pg. 3 ***bolding added): "Recording of instruments' or 'to record' means to present to the Recorder a document, in recordable form, which is to be recorded in accordance with Section 3-5024 of the Counties Code, together with the required recording fee. The Registrar of Titles shall accept the filing of notices

or affidavits required or permitted by this Article **without the necessity of the production of evidence of title.**"

6. On 09/16/09, the Plaintiff's filing firm sent the Defendant a Collection letter (See attached Group Exhibit 1, Group Exhibit A.13).
 - a. In violation of the Chapter 7 Bankruptcy discharge dated 05/05/09
 - b. Hired by AHMSI to commence foreclosure proceedings
 - c. Not hired by the Plaintiff as stated in the Foreclosure Complaint
7. On 09/05/10, Defendant requests judicial notice of screen prints from the SEC site (See attached Group Exhibit 1, Group Exhibit A.15) submitted under Section 109 certification. Contrary to the Plaintiff's litigation counsel false statements that Plaintiff pleadings that use a trust name of R2004-R3, instead of the trust name in the Complaint of R2004-R1, were not incorrect, clearly R2004-R1 and R2004-R3 represent two totally different trusts. Plaintiff's litigation counsel has submitted no legally enforceable evidence of any kind that the mortgage in this action is in either of those two trusts. Cle
8. The Defendant requests judicial notice for the Trust Prospectus as publicly available online at the SEC site and submitted under Section 109 certification (See attached Group Exhibit 1, Group Exhibit C.1 inclusive):
 - a. The trust closing date was on or about February 6, 2004 (See attached Group Exhibit 1, Group Exhibit C.1.b)
 - b. The Trust Seller and Master Servicer was Ameriquest Mortgage Company, not Town & Country Credit Corp. (See attached Group Exhibit 1, Group Exhibit C.1.c)

- c. The Trustee, Deutsche Bank National Trust Company, will act as custodian, initial paying agent and certificate registrar (See attached Group Exhibit I, Group Exhibit C.1.d))
- d. The Offered Certificates will be sold by the Depositor to the Underwriters on the Closing Date (See attached Group Exhibit 1, Group Exhibit e.1))
- e. The Offered Certificates will initially be represented by one or more global certificates registered in the name of a nominee of the Depository Trust Company (See attached Group Exhibit 1, Group Exhibit C.e.2))
- f. The Certificates are Obligations of the Trust Only (See attached Group Exhibit 1, Group Exhibit C.1.f))
 - 1) The certificates will not represent an ownership interest in or obligation of the Depositor, the Master Servicer, the Seller the Originators, the Trustee or any of their respective affiliates.
 - 2) Proceeds of the assets included in the trust will be the sole source of distributions on the Class A Certificates and the Mezzanine Certificates
- g. Assignment of the Mortgage Loans (See attached Group Exhibit 1, Group Exhibit C.1.g) ***bolding added)
 - 1) **The Depositor will deliver to the Trustee** (or to a custodian on the Trustee's behalf) with respect to each Mortgage Loan (i) the mortgage note endorsed without recourse in blank to reflect the transfer of the Mortgage Loan, (ii) the original mortgage with evidence of recording indicated thereon and (iii) **an assignment of the mortgage in recordable form endorsed in blank without recourse, reflecting the transfer of the Mortgage Loan.**

- 2) **The Depositor will not cause to be recorded any Assignment which relates to a Mortgage Loan in any jurisdiction... unless such failure to record would result in a withdrawal or a downgrading by any Rating Agency**
- h. The Seller and Master Servicer is Ameriquest Mortgage Company (See attached Group Exhibit 1, Group Exhibit C.1.h)***bolding added)
 - 1) **Ameriquest Mortgage Company (sometimes referred to herein as "Ameriquest", the "Seller" or the "Master Servicer")**
- i. Per the final SEC filing (See attached Group Exhibit 1, Group Exhibit C.1.i)***bolding added):
 - 1) **Certification and Notice of Termination of Registration under Section 12(g)**
 - 2) **As of 01/26/05, there are 12 certificate holders, AS NOMINEE FOR DEPOSITORY TRUST COMPANY, NOT INVESTORS**
- j. Legal Actions (See attached Group Exhibit 1, Group Exhibit C.1.j))
9. Yet, there is no Assignment recorded with the Will County Recorder from Town and Country Credit to Ameriquest Mortgage Company.
10. The fabricated Assignment dated does not meet the Prospectus requirement for assignments (See attached Group Exhibit 1, Group Exhibit C.1.g ***bolding added): **"(iii) an assignment of the mortgage in recordable form endorsed in blank without recourse, reflecting the transfer of the Mortgage Loan."**
11. **The Pros pectus states** (See attached Group Exhibit 1, Group Exhibit C.1.g ***boldin g added): **"The Depositor will not cause to be recorded any Assignment which relates to a Mortgage Loan in any jurisdiction"** is a clear

violation of the 765 ILCS 765, 5, Sec. 28, Illinois Conveyances Act (See attached Exhibit 1.3, pg. 4): **“No deed, mortgage, assignment of mortgage, or other instrument relating to or affecting the title to real estate in this State may include a provision prohibiting the recording of that instrument, and any such provision in an instrument signed after the effective date of this amendatory Act shall be void and of no force and effect.”**

12. On 01/23/06, there was a settlement with Ameriquest Mortgage Company and its affiliates with 49 State Attorney Generals (See attached Group Exhibit 1, Group Exhibit D.1 inclusive ***bolding added):

a. **“Notwithstanding this release, we may affirmatively or defensively assert an y claim or defense that we have with respect to my loan with an Ameriquest Party in response to a judicial or threatened non-judicial foreclosure, including those related to the lending practices listed in this release”** (pg. 41).

b. **Waiver was in effect until the Lis Pendens was filed for this property on 08/26/09 which was after the Chapter 7 Bankruptcy was discharged on 05/05/09**

c. **T HEREFOR E, DEFENDANT COULD NOT HAVE RAISED THESE ISSUES IN THE CHAPTER 7 BANKRUPTCY.**

13. On 07/29 /09, Defendant sent a Qualified Written Request to AHMSI, as servicer, as well as e-mails with the request to Pierce & Associates (See attached Group Exhibit 1, Group Exhibit E inclusive)

a. No response was received of any kind

14. On 02/03 /10, AHMSI as servicer sent a package to the Defendant (see Group Exhibit 1.. Group Exhibits E.1 and E.2 inclusive). There are many inconsistencies in the documentation received with the documentation submitted with the Complaint
15. Per the AHMSI online system, as well as the AHMSI Secure Message System (See attached Group Exhibit 1, Group Exhibits E-3 through E-6 inclusive ***bolding added), it appears that AHMSI as servicer of this Note did not know who the owner was:
- a. 09/02/09 AHMSI Secure Message, E-AH6.1 – AH6.3
- 1) **Who hired AHMSI, if not the NOTE OWNER?**
 - 2) **“Please be advised, the owner and note holder of the loan is as follows:**
- AMSI 2004-R1**
- Deutsche Bank ***NOT DEUTSCHE BANK NATIONAL TRUST**
- c/o American Home Mortgage Servicing, Inc.**
- 1761 East St. Andrew Place**
- Santa Ana, CA 92706**
16. Per a letter from a City of Naperville Code Enforcement Officer on 12/12/09, Defendant is liable for a fine up to \$500 dollars daily (See attached Group Exhibit 1, Group Exhibit G.1.b) Letter from City of Naperville Code Enforcement Officer. Yet, the Defendant cannot sell or refinance this property due to its clouded title as to what party is the Real Party in Interest per Illinois law.

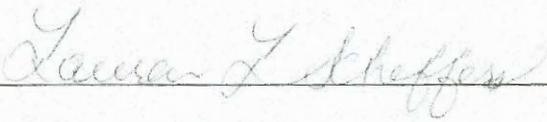
CONCLUSION

In conclusion, the Defendant states the following:

1. Since all exhibits have been submitted under Section 1109 certification by Defendant, these many hearings have been the equivalent of a trial and the Plaintiff's litigation counsel has never denied a single Exhibit, nor has the Court addressed a single Exhibit, since the Motion for Quiet Title hearing on 01/28/10.
2. Per the many Reports of Proceedings that are required submissions to the Third Court of Appeals, it appears that the Court has consistently denied the Defendant the right of due process, by ruling in favor of the Plaintiff without any hearing where the Defendant was allowed to present a single Exhibit that was submitted under Section 1109 certification.
3. In addition, per the many Reports of Proceedings, it appears that the Court failed to even read the Defendant's pleadings and admitted to not even having them in court. The Court even failed to read the courtesy copy for the Motion to Reconsider.
4. Per the many Reports of Proceedings, the Court failed to state the legal rationale for granting/denying motions and failed to refute the legal citations in the Defendant's pleadings. Such denials are in error as a matter of law, so they should be overturned by the Third Appellate Court as a matter of law.
5. Per the Report of Proceedings of August 12, 2010, the Court even threatened Court sanctions against the Defendant, when the Defendant is simply attempting to stop the theft of her property that she personally designed and had built in 1985 (see Group Exhibit 1, Group Exhibit A.1).

6. If the Court were to allow the Plaintiff in this case to prevail in light of serious misrepresentation and Fraud upon the Court, it would result in a major injustice to the Defendant:
 - a. As a matter of law, the Court cannot be in a position, both personally and as an Officer of the Court of the 12th Judicial Circuit Court, of violating federal bankruptcy laws by enabling Plaintiff and its two law firms in this ongoing attempt to collect an unsecured note that was discharged in the Defendant's Chapter 7th bankruptcy.
 - b. As a matter of law, the Court cannot grant a Plaintiff Motion for Summary Judgment nor an Order of Foreclosure and Sale, when the Plaintiff's litigation counsel specifically stated that the Plaintiff does not hold either the original mortgage or the original note. More importantly, the Plaintiff's litigation counsel indicated that "investigation continues" as to who does hold the originals.
 - c. As a matter of law, the Court cannot grant any Order of Foreclosure and Sale because the Plaintiff is not the Holder in Due Course per the Will County Recorder. By doing so, the Court would set a precedent that the Will County Recorder files are totally corrupt and the property records department is no longer needed.
7. For the critical reasons stated in the Defendant Motion for Summary Judgment, as well as these supplementary reasons stated in this Memorandum with supporting Exhibits submitted under Section 1109 certification, Defendant prays that this Court grant this Defendant Motion for Summary Judgment to deny the Plaintiff's Complaint to Foreclose Mortgage and such further relief as the Court deems appropriate under the Doctrine of Unconscionability.

Respectfully Submitted,



Lauren L. Scheffers, Defendant Pro Se
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT

EXHIBIT

Nbr Description

1. Defendant Certification - Motion for Summary Judgment (1 pg.)
2. Proof of Service (1 pg.)
3. 08/04/10 Copy of Court Docket (8 pgs.)
4. List of Exhibits (18 pgs.)

EXHIBIT 1, Relevant Law

Nbr Description

1. ILCS 735 5/Art. XV, Illinois Mortgage Foreclosure Law (6 pgs.)
2. ILCS 810 5/Article 3, Uniform Commercial Code, re: Negotiable Securities (7 pgs.)
3. ILCS 765 5/0.01, Illinois Conveyances Act (7 pgs.)
4. ILCS 735 5/Art. II, Pt. 6, Code of Civil Procedure, re: Pleading (7 pgs.)
5. ILCS 735 5/1 1 09, Code of Civil Procedure, re: Verification by Certification (1 pg.)
6. Power of Attorney example (5 pgs.)
 - a. **No such Power of Attorney recorded with the Will County Recorder**
7. Bayview Loan Servicing, L.L.C. v. Jeffrey Eden Nelson, Case No: 5-06-0664, (5th Dist., June 16, 2008), Rule 23 Order Filed May 21, 2008. (6 pgs.)
 - a. A summary judgment is an appropriate remedy only if the pleadings, depositions, and admissions on file, together with any affidavits, show that there is no genuine issue of material fact and that the movant is entitled to a judgment as a matter of law. Purill v. Hess, 111 Ill.2d 229, 240 (1986) (pg. 4).
 - b. **Nothing in the trial court record indicates that Bayview holds the mortgage or note that is the subject of this foreclosure action. (final pg.)**
 - c. **Additionally, because there was no basis for the entry of a summary judgment in favor of Bayview, the court improperly entered the judgment of foreclosure and order of sale. (final pg.)**
8. **Supreme Court of Florida, No. SC09-1460 in re: Amendments to the Florida Rules of Civil Procedure, February 11, 2010**
 - a. <http://www.floridasupremecourt.org/decisions/2010/sc09-1460.pdf>
 - b. **First, rule 1.110(b) is amended to require verification of mortgage foreclosure complaints involving residential real property. (pgs. 3-4)**
 - c. The primary purposes of this amendment are
 - 1) to provide incentive for the plaintiff to appropriately investigate and verify its ownership of the note or right to enforce the note and ensure that the allegations to the complaint are accurate;
 - 2) to conserve judicial resources that are currently being wasted on inappropriately pleaded “lost note” counts and inconsistent allegations;
 - 3) to prevent the wasting of judicial resources and harm to defendants resulting from suits brought by plaintiffs not entitled to enforce the note; and
 - 4) to give trial courts greater authority to sanction plaintiffs who make false allegations.

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

EXHIBIT 1, Relevant Law (con't.)

Nbr Description

8. **Supreme Court of Florida, No. SC09-1460 in re: Amendments to the Florida Rules of Civil Procedure, February 11, 2010 (con't.)**
 - d. **Appendix, Rule 1.110 General Rules of Pleading, (b) Claims for Relief (pg. 13)**
 - a. **When filing an action for foreclosure of a mortgage on residential real property the complaint shall be verified.**
 - b. **When verification of a document is required, the document filed shall include an oath, affirmation, or the following statement: "Under penalty of perjury, I declare that I have read the foregoing, and the facts alleged therein are true and correct to the best of my knowledge and belief."**
9. **Class Action Complaint in the U.S. District Court, Southern District of Florida, under the "Racketeer Influenced and Corrupt Organizations Act" or "RICO". Filed on 07/26/2010 (pg. 1 only)**
 - a. **Defendant, MERSCORP, Inc.**
 - b. **Defendant, LAW OFFICES OF DAVID J. STERN. P.A.**
 - c. **Defendant, DAVID J. Stern, individually**
10. **Attorney General of Florida investigations**
 - a. **Against Florida Default Law Group, PL (1 pg.)**
 - 1) **Appears to be fabricating and/or presenting false and misleading documents in foreclosure cases**
 - 2) **This firm is one of the largest foreclosure firms in the state**
 - b. **Attorney General Bill McCollum News Release, 08/10/10, Florida Law Firms Subpoenaed Over Foreclosure Filing Practices (1 pg.)**
 - 1) **The Law Offices of Marshall C. Watson, P.A.**
 - 2) **The Law Offices of Shapiro & Fishman, LLP**
 - 3) **The Law Offices of David J. Stern**
 - c. **State of Florida, Office of the Attorney General, Department of Legal Affairs, Economic Crimes Investigative Subpoena Duces Tecum (10 pgs.)**
 - 1) **Registered Agent and Records Custodian, David J. Stern**
11. **Federal Rules of Civil Procedure, III. Signing, Pleadings and Motions, Rule 11 (3 pgs.)**
12. **U.S. Title 18 -- Crimes and Criminal Procedure, Chapter 9 Bankruptcy re: False Oaths (4 pgs.)**

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT 1 , EXHIBITS SUBMITTED IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

NOTE: All exhibits below have been submitted under Section 1 109 certification to the Circuit Court of Will County , as well as having been previously served upon Denis Pierce, Pierce & Associates, and Patrick Stanton/Amy Jonker, Dykema Gossett.

GROUP EXHIBIT A, BACKGROUND

Nbr Description

1. Photograph of home as published in the Naperville Sun as a highlight of the neighborhood in 1995
 - a. Personally designed by Defendant in 1984
2. 12/31/03 Settlement Statement dated 12/31/03 vs. mortgage/note dates of 12/18/03 (2 pgs.)
3. 10/23/07 Citi Residential Letter with correction that the creditor is Ameriquest Mortgage Securities, Inc. (1 pg.)
 - a. **No mention of Deutsche Bank National Trust**
4. 05/06/08 Unsubstantiated internal memo posted online related to the shutting down of Citi Residential Lending with mortgages being transferred to CitiMortgage and other financial institutions, just as Defendant's two mortgages were assigned to American Home Mortgage Servicing Inc. ("AHMSI") and JPMorgan Chase Bank (1 pg.)
5. Undated notice received by Defendant that verifies that CitiMortgage, Inc. (CMI) acquired the servicing of all mortgage loans from Citi Residential Lending, Inc. (CRL) in February 2009.
 - a. **No RE SPA notification to that effect**
 - b. **Subsequently, your loan was transferred to another Servicer.**
 - c. Verifies unsubstantiated internal memo above
6. 12/02/08 Citi Residential Lending Notice of Intention to Foreclose (1 pg.)
 - a. **Not a request for full payment/acceleration**
7. **01/15/09 Assignment of Mortgage/Deed AFTER DEFAULT/EFFECTIVE AFTER INCLUDED IN CHAPTER 7 BANKRUPTCY FILING (1 pg.)**
 - a. Citi Residential Lending Inc. as Attorney-In-Fact for Town and Country Credit Corp **WITH NO POWER OF ATTORNEY RECORDED WITH WILL COUNTY RECORDER**
 - b. To Deutsche Bank National Trust Company, as Trustee for, **Ameriquest Mortgage Securities Trust 2004-R1**, Asset-Backed Pass-Through Certificates, Series 2004-R1
 - c. **Under the Pooling and Servicing Agreement dated February 1, 2004**
 - d. **Signed by Crystal Moore, as Vice President of Citi Residential Lending Inc.**
 - e. **Notarized by Bryan J. Bly**
 - f. **Notary date January 15, 2009**
 - g. **Effective 2/11/09**
 - h. Prepared by Jessica Fretwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800) 346-9152
 - i. Return to AHMSI, C/O NTC 2100 Alt. 19 North, Palm Harbor, FL
 - j. **Recorded in Will County on 03/18/2009**

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT II, EXHIBITS SUBMITTED IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT A, BACKGROUND (con't.)

- | Nbr | Description |
|------------|--|
| 7. | 01/15/09 Assignment of Mortgage/Deed AFTER DEFAULT/EFFECTIVE AFTER INCLUDED IN CHAPTER 7 BANKRUPTCY FILING (con't.)
k. CRL L #: 0065794000
l. Assignee L#: 4000536807
m. Investor L#: 0065794000
n. Custodian: 85 |
| 8. | 12/12/08 Assignment of Mortgage/Deed (1 pg.) AFTER DEFAULT/EFFECTIVE AFTER INCLUDED IN CHAPTER 7 BANKRUPTCY FILING for Defendant's DuPage County property (1 pg.) |
| 9. | 05/01/09 Tam pabay.com/St. Petersburg Times article about Nationwide Title Clearing employees (3 pgs.):
a. Crystal Moore, as Vice President of Citi Residential Lending Inc.
b. Bryan Bly, as notary with invalid notary signature |
| 10. | 06/18/10 Tam pabay.com/St. Petersburg Times follow-up article about Nationwide Title Clearing employees (3 pgs.):
a. Crystal Moore, as Vice President of Citi Residential Lending Inc.
b. Bryan Bly, as notary with invalid notary signature |
| 11. | 07/09/10 Santa Claus Assignment as fabricated/published on the Internet (1 pg.) |
| 12. | 02/11/09 RES PA Notice of Assignment, Sale or Transfer of Servicing Rights from Citi Residential Lending Inc. to American Home Mortgage Servicing, Inc., effective February 11, 2009 (1 pg.)
a. Per Number 4 above, CitiMortgage indicated it "acquired the servicing of all mortgage loans from Citi Residential Lending, Inc. (CRL) in February 2009."
b. Subsequently, your loan was transferred to another Servicer.
c. RESPA from Citi Residential Lending, Inc. to CitiMortgage, Inc. does not exist
d. This RESPA notice should be from CitiMortgage, Inc. to American Home Mortgage Servicing, Inc. |
| 13. | 09/16/09 Pierce & Associates Collection Letter (2 pgs.)
a. In violation of Chapter 7 Bankruptcy discharge dated 05/05/09
b. Hired by AHMSI to commence foreclosure proceedings, not by Plaintiff as stated in the Foreclosure Complaint
c. As of 9/16/09, \$186,795.82 amount due with no supporting detail
d. Pursuant to the Fair Debt Collection Practices Act, the firm of Pierce & Associates is deemed to be a debt collector
e. Pierce & Associates File number 924974 |

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT 1, EXHIBITS SUBMITTED IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT A, BACKGROUND (con't.)

Nbr Description

14. 08/26/09/served 09/10/09 Complaint to Foreclose Mortgage (4 pgs.) **AFTER CHAPTER 7 BANKRUPTCY DISCHARGE DATED 05/05/09**
 - a. **No one owned note on 12/18/03**
 - b. **Refinance was not final until the Settlement Date of 12/31/03**
 - c. **Plaintiff is the Trustee for the holder of the Mortgage and the Note**
 - d. Amount due is \$170,962.23 with no detail for costs, fees, or advances
 - e. After the Chapter 7 Bankruptcy discharge on 05/05/09
 - f. Pierce & Associates, P.C. Attorney, Richard Elsliger, ARDC#6206020
 - g. Pierce & Associates File number PA0924974
15. 09/05/10 Screen prints from the SEC site indicating that the Plaintiff per the Complaint is Ameriquest Securities Trust R2004-R1, while litigation pleadings have a totally different Plaintiff as Ameriquest Securities Trust R2004-R3 (3 pgs.)

GROUP EXHIBIT 1B, Chapter 7 Bankruptcy Case: 09-02917 (Filed - 01/30/09/Closed - 05/05/09)

Nbr Description

1. 01/30/09 Schedule D – Creditors Holding Secured Claims, stating Citi Residential Lending as the Secured Creditor for the property in this case (1 pg.)
2. **03/05/09 Meeting of the Creditors on March 5, 2009 (3 pgs.)**
 - a. **Deadline to file a complaint was May 4, 2009**
 - b. **The bankruptcy clerk's office must receive the complaint and any required filing fee by that Deadline (May 4, 2009)**
 - c. **Certificate of Notice – neither AHMSI nor Deutsche Bank National Bank received notice**
3. 04/17/09 AHMSI/DBNT Motion to Modify the Automatic Stay
 - a. 04/17/09 AHMSI/DBNT Notice of Motion Certification (2 pgs.)
 - 1) April 24, 2009 at 9:15 a.m.
 - 2) This document is an attempt to collect a debt and any information obtained will be used for that purpose
 - 3) Pierce & Associates, P.C. Attorney, Christopher M. Brown, ARDC#6271138
 - 4) Pierce & Associates File number PA09-2304
 - b. 04/17/09 AHMSI/DBNT Motion to Modify the Automatic Stay (3 pgs.)
 - 1) **AHMSI holds the first mortgage lien**
 - 2) **The debt is based on December 31, 2003 Mortgage and Note**
 - 3) The funds necessary to pay off AHMSI were approximately \$179,920.55, plus reasonable attorneys fees and costs, through April 2009.
 - 4) The account is currently due and owing to AHMSI for the November 2008 current mortgage payment and those thereafter, plus reasonable attorneys fees and costs

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT 1 , EXHIBITS SUBMITTED IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT B, Chapter 7 Bankruptcy Case: 09-02917 (Filed - 01/30/09/Closed - 05/05/09) (con't.)

Nbr Description

3. 04/17/09 AHMSI/DBNT Motion to Modify the Automatic Stay (con't.)
 - b. 04/17/09 AHMSI/DBNT Motion to Modify the Automatic Stay (con't.)
 - 5) The Debtor has scheduled an intention to surrender the property **(***per Schedule D above to Citi Residential Lending as Secured Creditor)**
4. 04/24/09 Report of Proceedings in Chapter 7 Bankruptcy, Pierce & Associates attorney, Yanicke Polycarpe, on behalf of American Home Mortgage (8 pgs.)
5. 04/24/09 Eugene R. Wedoff – Order Modifying Stay (1 pg.)
6. 02/26/10 Plaintiff's Response to Defendant's First Request for Production (6 pgs.)
 - a. After Stay Order Motion had been granted to Plaintiff, when not listed as the Security Creditor on Schedule D
 - b. Many totally false Trustee statements
 - 1) Borrowers never receive original mortgage/notes
 - 2) Lenders always maintain original mortgage/notes as critical legal documents to support foreclosure complaints
 - c. Trustee states that it is searching for **an original** of the **mortgage** and will produce it to Scheffers upon locating it. **Investigation continues.**
 - d. Trustee states that it is searching for **an original** of the **note** and will produce it to Scheffers upon locating it. **Investigation continues.**
 - e. Trustee states that it is searching for **an original** of the **assignment** and will produce it to Scheffers upon locating it. **Investigation continues.**
 - f. Trustee totally failed to produce the Defendant's request for the original sale or assignment documentation **prior to this Trust's closing date of February 6, 2004** to support the filing with the Securities Exchange Commission.
 - g. **Trustee failed to produce the Defendant's request for a copy of the portion of the Prospectus submitted to the Securities Exchange Commission for this Ameriquest Mortgage Securities Trust 2004-R1 that verifies that this mortgage and note were included**
7. 05/05/09 United States Bankruptcy Court Discharge of Debtor
 - a. 05/05/09 Discharge of Debtor (1 pg.)
 - b. 05/05/09 Discharge of Debtor (1 pg.)
 - 1) Collection of discharged debts prohibited
 - 2) *"However, a creditor may have the right to enforce a valid lien, such as a mortgage or security interest, against the debtor's property after the bankruptcy, if that lien was not avoided or eliminated in the bankruptcy case."*
 - c. **Certificate of Notice – neither Deutsche Bank National Trust nor AHMSI received notice as a party to the Chapter 7 bankruptcy (1 pg.)**

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT 1, EXHIBITS SUBMITTED IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT B, Chapter 7 Bankruptcy Case: 09-02917 (Filed - 01/30/09/Closed - 05/05/09) (con't.)

8. History of Bankruptcy 09-02917 (2 pgs.)

NOTE: NO COMPLAINT FILED BY DEUTSCHE BANK NATIONAL TRUST NOR AHMSI BY THE 05/04/09 DEADLINE TO BE LISTED AS THE SECURED CREDITOR FOR THIS PROPERTY. THEREFORE, NOTE WAS DISCHARGED AS AN UNSECURED DEBT.

THIS FORECLOSURE ACTION VIOLATES FEDERAL LAWS IN AN ATTEMPT TO COLLECT A DEBT DISCHARGED IN A CHAPTER 7 BANKRUPTCY.

9. **05/18/10 Defendant's Citizen Report of Violations of Many Federal Laws to the Criminal Enforcement Unit of the Executive Office for U.S. Trustees**
- a. **Defendant's Citizen Report of Violations of Many Federal Laws to the Criminal Enforcement Unit of the Executive Office for U.S. Trustees (4 pgs.)**
 - b. **Parties to the Report, including Pierce & Associates and Dykema Gossett (2 pgs.)**
 - c. **Proof of Service, including Pierce & Associates and Dykema Gossett (2 pgs.)**

GROUP EXHIBIT C, DEUTSCHE BANK NATIONAL TRUST

Nbr Description

1. **Deutsche Bank National Trust Prospectus: Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1 (AMQABS2004R1)**
- a. **Trust Cut-off Date: The close of business February 1, 2004**
 - b. **Trust Closing Date: On or about February 6, 2004, DBT01.5 (1 pg.)**
 - c. **Trust Seller and Master Servicer: Ameriquest Mortgage Company (not Town & Country Credit Corp.), DBT01.6 (1 pg.)**
 - d. **Trustee: Deutsche Bank National Trust Company, DBT01.6 (1 pg.)**
 - 1) **Will act as custodian, initial paying agent and certificate registrar**
 - e. **The Certificates, DBT02 (1 pg.)**
 - 1) **The Offered Certificates will be sold by the Depositor to the Underwriters on the Closing Date**
 - 2) **The Offered Certificates will initially be represented by one or more global certificates registered in the name of a nominee of the Depository Trust Company**
 - f. **The Certificates are Obligations of the Trust Only, DBT05.1 (1 pg.)**
 - 1) **The certificates will not represent an ownership interest in or obligation of the Depositor, the Master Servicer, the Seller the Originators, the Trustee or any of their respective affiliates.**
 - 2) **Proceeds of the assets included in the trust will be the sole source of distributions on the Class A Certificates and the Mezzanine Certificates**

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT 1, EXHIBITS SUBMITTED IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT C, DEUTSCHE BANK NATIONAL TRUST (con't.)

- | Nbr | Description |
|------------|---|
| g. | Assignment of the Mortgage Loans, DBT07.1 (1 pg.)
1) The Depositor will deliver to the Trustee (or to a custodian on the Trustee's behalf) with respect to each Mortgage Loan (i) the mortgage note endorsed without recourse in blank to reflect the transfer of the Mortgage Loan, (ii) the original mortgage with evidence of recording indicated thereon and (iii) an assignment of the mortgage in recordable form endorsed in blank without recourse, reflecting the transfer of the Mortgage Loan.
2) The Depositor will not cause to be recorded any Assignment which relates to a Mortgage Loan in any jurisdiction... unless such failure to record would result in a withdrawal or a downgrading by any Rating Agency |
| h. | The Seller and Master Servicer, DBT07.2 (1 pg.)
1) Ameriquest Mortgage Company (sometimes referred to herein as "Ameriquest", the "Seller" or the "Master Servicer") |
| i. | SEC Form 15-15D (3 pgs.)
1) Certification and Notice of Termination of Registration under Section 12(g)
2) As of 01/26/05, there are 12 certificate holders, AS NOMINEE FOR DEPOSITORY TRUST COMPANY, NOT INVESTORS |
| j. | Legal Actions, Preview of Ameriquest Settlement on 01/23/2006 - (2 pgs.) |

GROUP EXHIBIT D, AMERIQUEST SETTLEMENT WAIVED UPON FILING OF FORECLOSURE ACTIONS IN FUTURE

- | Nbr | Description |
|------------|---|
| 1. | 01/23/06 Ameriquest Settlement Agreement, pgs. 1, 39-41 (4 pgs.)
a. "Notwithstanding this release, we may affirmatively or defensively assert any claim or defense that we have with respect to my loan with an Ameriquest Party in response to a judicial or threatened non-judicial foreclosure, including those related to the lending practices listed in this release" (pg. 41).
b. Waiver was in effect until the Lis Pendens was filed for this property on 08/26/09 which was after the Chapter 7 Bankruptcy was discharged on 05/05/09
c. THEFORE, DEFENDANT COULD NOT HAVE RAISED THESE ISSUES IN THE CHAPTER 7 BANKRUPTCY |
| 2. | Undated letters received from Illinois Attorney General: Notice of Your Right to a Restitution Payment (3 pgs.)
a. \$340.70 Duplex (Aurora)
b. \$517.69 Solar (Naperville)
c. \$849.54 Dawn (Glen Ellyn) |
| 3. | 12/17/07 Ameriquest Settlement Restitution Settlement Check for \$2590.03 per above (2 pgs.) |

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT D, EXHIBITS SUBMITTED IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT E, AHMSI AS SERVICER

Nbr Description

1. 02/03/10 American Home Mortgage Servicing, Inc. (AHMSI), servicer, package
 - a. 02/03/10 Cover letter (3 pgs.)
 - b. Copies:
 - 1) Fixed Rate Note WITH BAR CODE (2 pgs.)
 - 2) **Mortgage, pgs. 1, 14 WITHOUT BAR CODE/CERTIFIED AS TRUE COPY, DIFFERENT THAN "TRUE AND CORRECT COPY" FILED AS EXHIBIT A WITH FORECLOSURE COMPLAINT (2 pgs.)**
 - 3) **Mortgage, pg. 15, Signature/Name Affidavit with a date of December 18, 2003 with a notary stamp and full notary signature, but NO NOTARY DATE, WITH BAR CODE, DOES NOT MATCH INITIALS ON ALL NOTARIZED PAGES (1 pg.)**
 - 4) Legal Description of the property (1 pg.) WITHOUT BAR CODE
 - 5) 1-4 Family Rider (4 pgs.) WITH BAR CODES
 - 6) Settlement Statement, Optional Form WITH NO SETTLEMENT DATE, WITH BAR CODE, NO LENDER SIGNATURE (2 pgs.)
 - 7) Truth-in-Lending Disclosure Statement with a Date of December 18, 2003 WITH BAR CODE (1 pg.)
 - 8) **Customer Account Activity print-out for period 01/01/06 – 01/25/10 WITH LATE CHARGES AFTER CHAPTER 7 BANKRUPTCY DISCHARGE DATE OF 05/05/09 (5 pgs.)**
2. 02/13/10 Reply to AHMSI
 - a. Letter (4 pgs.)
 - b. Exhibits List (2 pgs.)
 - c. Proof of Delivery (1 pg.)
3. 03/03/10 AHMSI Current Loan Information (1 pg.)
4. 03/03/10 AHMSI View Messages List (1 pg.)
5. **08/25/09 AHMSI Secure Message, E-AH5.1 – AH5.5 (5 pgs.)**
 - a. **Who is the owner of my mortgage note?**
6. **09/02/09 AHMSI Secure Message, E-AH6.1 – AH6.3 (3 pgs.)**
 - a. **Who hired AHMSI, if not the NOTE OWNER?**
 - b. **"Please be advised, the owner and note holder of the loan is as follows (pg. 3):**
AMSI 2004-R1
Deutsche Bank *NOT DEUTSCHE BANK NATIONAL TRUST**
c/o American Home Mortgage Servicing, Inc.
1761 East St. Andrew Place
Santa Ana, CA 92706

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT 1, EXHIBITS SUBMITTED IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT F, QUALIFIED WRITTEN REQUEST TO SERVICER, AHMSI

Nbr Description

1. 07/29/09 Qualified Written Request (QWR) – Dispute of Legal Standing to Foreclose Based on Missing and/or Possibly Fraudulent Documents
 - a. 07/29/09 Letter (7 pgs.)
 - b. 07/31/09 Signature Confirmation (1 pg.)

NOTE: NO RESPONSE OF ANY KIND EVER RECEIVED

2. **Pierce and Associates, P.C., E-mails with “Subject: Qualified Written Request to AHMSI re: Will County property”**
 - a. 07/31/09 E-mail to Pierce & Associates Senior/Founding Partner, Denis Pierce (1 pg.)
 - b. 08/01/09 Read Receipt for E-mail from Pierce & Associates Senior/Founding Partner, Denis Pierce (1 pg.)
 - c. 07/31/09 E-mail to Pierce & Associates Managing Partner, Andrew Nelson (1 pg.)
 - d. 08/06/09 Read Receipt for E-mail from Pierce & Associates Managing Partner, Andrew Nelson (1 pg.)

GROUP EXHIBIT G, NOTICE OF NAPERVILLE CODE VIOLATIONS

1. 10/12/09 Letter from City of Naperville Code Enforcement Officer (2 pgs.)
 - a. These conditions must be corrected no later than November 30, 2009 or further enforcement action will be taken.
 - b. **Failure to abate the nuisance may result in your being cited and fined up to \$500 dollars daily.**
2. 10/15/09 Written Reply to Letter Dated October 12, 2009 (2 pgs.)
 - a. **If necessary, I will simply abandon the property and Naperville can try to get American Home Mortgage Servicing, Inc. as servicer to maintain the property until the foreclosure/sheriff's sale many months away in the future.**

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT 2, PRIOR PLEADINGS, ORDERS, AND REPORTS OF PROCEEDINGS

NOTE: TO BE SUBMITTED WITH APPEAL TO THE THIRD APPELLATED COURT OF ILLINOIS

GROUP EXHIBIT 1A, Defendant Motion for Quiet Title

Nbr Description

1. 11/05/09 Defendant Motion for Quiet Title (3 pgs.)
2. 12/21/09 Response to Defendant's Motion for Quiet Title (4 pgs.)
 - a. Illegible Pierce & Associates attorney signature
3. 01/13/10 Defendant/Counter-Plaintiff Reply to Plaintiff/Counter-Defendant Response to Motion for Quiet Title
 - a. Defendant/Counter-Plaintiff Reply to Plaintiff/Counter-Defendant Response to Motion for Quiet Title (15 pgs.)
 - b. Defendant Certification - Defendant/Counter-Plaintiff Reply to Plaintiff/Counter-Defendant Response to Motion for Quiet Title (1 pg.)
 - c. List of Exhibits - Reply to Response to Motion for Quiet Title (2 pgs.)
4. 11/24/09 Order (1 pg.)
 - a. Briefing schedule for Defendant Motion for Quiet Title for hearing on 01/28/10
5. 01/28/10 Order (1 pg.)
 - a. Defendant's Motion for Quiet Title is denied
 - b. **Plaintiff has 28 days to response to Defendant's Counterclaims and Affirmative Defenses, as well as any pending discovery. ***02/25/10**
NOTE: PLAINTIFF FAILED TO RESPOND TO DEFENDANT'S COUNTERCLAIMS AND AFFIRMATIVE DEFENSES WITHIN THE COURT-ORDERED 28 DAYS
6. 01/28/10 Report of Proceedings (33 pgs.)
 - a. **James Dougherty of Dykema Gossett appeared and participated in the 01/28/10 hearing BEFORE DYKEMA GOSSETT FILED AN APPEARANCE**

GROUP EXHIBIT 1B, Defendant Answer and Counter-Complaint

Nbr Description

1. 11/13/09 Defendant Answer and Counter-Complaint
 - a. Answer and Counter-Complaint (20 pgs.)
 - b. Defendant Certification - Answer and Counter-Complaint (1 pg.)
 - c. Exhibit Categories (4 pgs.)
2. 01/28/10 Order (See Group Exhibit 2, Group Exhibit A.5 above)
 - a. Defendant's Motion for Quiet Title is denied
 - b. **Plaintiff has 28 days to response to Defendant's Counterclaims and Affirmative Defenses, as well as any pending discovery. ***02/25/10**
NOTE: PLAINTIFF FAILED TO RESPOND TO DEFENDANT'S COUNTERCLAIMS AND AFFIRMATIVE DEFENSES WITHIN THE COURT-ORDERED 28 DAYS
3. 01/28/10 Report of Proceedings (See Group Exhibit 2, Group Exhibit A.6 above)
 - a. **James Dougherty of Dykema Gossett appeared and participated in the 01/28/10 hearing BEFORE DYKEMA GOSSETT FILED AN APPEARANCE**

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT 2, PRIOR PLEADINGS, ORDERS, AND REPORTS OF PROCEEDINGS (con't.)

GROUP EXHIBIT C, Defendant Appeal of Denial of Motion for Quiet Title to the State of Illinois, Third District Appellate Court

Nbr Description

1. 02/05/10, Letter from the State of Illinois, Third District Appellate Court, with Docketing Statement, Appellate Court No.: 3-10-0110 (1 pg.)
2. 02/11/10, Defendant-Appellant Motion to Dismiss (4 pgs.)
3. 02/25/10, Letter from the State of Illinois, Third District Appellate Court (1 pg.)
 - a. Motion of Appellant to dismiss appeal is Allowed
4. 03/04/10, Letter from the State of Illinois, Third District Appellate Court (1 pg.)
 - a. The Mandate in the above cause has been issued to the Clerk of the Circuit Court for filing

GROUP EXHIBIT D, Defendant Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing

Nbr Description

1. 03/03/10 Defendant Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing
 - a. Defendant Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing (12 pgs.)
 - b. Defendant Certification - Defendant Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing (1 pg.)
 - c. Exhibits (3 pgs.)
2. 04/15/10 Plaintiff's Response to Defendant Scheffer's <sic> Motion to Dismiss Complaint to Foreclose Mortgage For Lack of Legal Standing with extensive comments by Defendant (11 pgs.)
3. 05/05/10 Defendant's Reply to Plaintiff's Response to Defendant's Motion to Scheffer's <sic> Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing
 - a. Defendant's Reply to Plaintiff's Response to Defendant's Motion to Scheffer's <sic> Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing (10 pgs.)
 - b. Certification: Defendant's Reply to Plaintiff's Response to Defendant's Motion to Scheffer's <sic> Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing
 - c. List of Exhibits (9 pgs.)

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT 2, PRIOR PLEADINGS, ORDERS, AND REPORTS OF PROCEEDINGS (con't.)

GROUP EXHIBIT D, Defendant Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing (con't.)

Nbr Description

4. 05/13/10 Order (1 pg)
 - a. **Per the 05/13/10 Report of Proceedings (See Group Exhibit 2, Group Exhibit D.5 below), the Court ruled with no hearing related to a single Exhibit submitted by the Defendant under Section 1 109 certification**
 - b. Plaintiff's Motion to Dismiss is granted without prejudice;
 - c. Defendant's Motion to Dismiss is denied;
 - d. The Court finds that Plaintiff has legal standing;
 - e. Defendant is granted leave to file a Motion to Dismiss that complies with 735 ILCS 2-619.1, that is limited to the facts stated in the Foreclosure Complaint, and that is consistent with the Court's rulings in this case;
 - f. Defendant has 28 days to file the Motion to Dismiss; Plaintiff has 28 days to respond.
5. 05/13/10 Report of Proceedings with extensive comments by Defendant (37 pgs.)
 - a. The Court, "...I find their motion to dismiss is well taken. And so I am going to grant the motion to dismiss without prejudice in that it's not clear whether or not you are filing under 2-615 under 2-519." (pg. 13, lns. 8-12)
 - 1) That references Defendant Motion to Dismiss being denied, not granting Plaintiff's Counter-Defendant's Motion to Dismiss Affirmative Defenses (see Group Exhibit E below)
 - b. The Court, "Well, there is nothing in front of me to be decided." (pg. 31, lns. 6-7)
 - c. **Court ruled with no hearing related to a single Exhibit submitted by the Defendant under Section 1 109 certification**
 - d. **No hearing occurred where Defendant was allowed to present the Motion to Dismiss, including the Defendant Reply to Plaintiff's Response to Defendant's Motion to Dismiss, which the Court admitted not having in court at all**

GROUP EXHIBIT E, Plaintiff/Counter-Defendant's Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS Section 2-619.1

Nbr Description

1. 03/16/10 Plaintiff/Counter-Defendant's Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS Section 2-619.1 (2 pgs.)
 - a. **Plaintiff is a totally different trust, 2004-R3, not the trust 2004-R1 as specified in the Complaint**
2. 03/16/10 Plaintiff Memorandum in Support of Plaintiff/Counter-Defendant's Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS § 2-619.1 (15 pgs.)
 - a. **Plaintiff is a totally different trust, 2004-R3, not the trust 2004-R1 as specified in the Complaint**

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT 2, PRIOR PLEADINGS, ORDERS, AND REPORTS OF PROCEEDINGS (con't.)

GROUP EXHIBIT E, Plaintiff/Counter-Defendant's Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS Section 2-619.1 (con't.)

Nbr Description

3. 04/15/10 Defendant/Counter-Plaintiff Response to Plaintiff/Counter-Defendant's Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS Section 2-619.1 ("D Response to P Motion to Dismiss AD-CC")
 - a. D Response to P Motion to Dismiss AD-CC (8 pgs.)
 - b. Defendant Certification - D Response to P Motion to Dismiss AD-CC (1 pg.)
 - c. Exhibits (1 pg.)
4. 05/07/10 Plaintiff's Reply in Support of its Motion to Dismiss Affirmative Defenses and Counter-Complaint Pursuant to 735 ILCS § 2-619.1 (10 pgs.)
 - a. **Plaintiff is a totally different trust, 2004-R3, not the trust 2004-R1 as specified in the Complaint**
5. 05/13/10 Order (See Group Exhibit 2, Group Exhibit D.4 above)

NOTE: Per the 05/13/10 Report of Proceedings (See Group Exhibit 2, Group Exhibit D.5 above), the Court ruled with no hearing related to judicial estoppel or a single Affirmative Defense or Counter-Complaint, whatsoever

6. 05/13/10 Report of Proceedings with extensive comments by Defendant (See Group Exhibit 2, Group Exhibit D.5 above)

GROUP EXHIBIT F, Defendant Motion to Reconsider

Nbr Description

1. 06/10/10 Defendant Motion to Reconsider
 - a. Defendant Motion to Reconsider (1 pg.)
 - b. Memorandum in Support of Defendant Motion to Reconsider (10 pgs.)
 - c. Defendant Certification - Motion to Reconsider (1 pg.)
 - d. List of Exhibits (4 pgs.)
 - e. Table of Contents included with Courtesy Copy to match dividers and tabs within the 3-ring notebook, including complete copies of all pleadings (5 pgs.):
 - 1) Defendant/Counter-Plaintiff Motion to Dismiss Complaint to Foreclose Mortgage (Section I, pg. 5)
 - 2) Plaintiff's Response to Defendant Scheffer's <sic> Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing (Section II, pg. 5)
 - 3) Defendant Reply to Plaintiff's Response to Defendant Scheffer's <sic> Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing (Section III, pg. 5)
2. 05/13/10 Order (See Group Exhibit 2, Group Exhibit D.4 above)
3. 05/13/10 Report of Proceedings with extensive comments by Defendant (See Group Exhibit 2, Group Exhibit D.5 above)

NOTE: Per the 05/13/10 Report of Proceedings, the Court ruled with no hearing related to a single Exhibit submitted by the Defendant under Section 1109 certification.

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT 2, PRIOR PLEADINGS, ORDERS, AND REPORTS OF PROCEEDINGS (con't.)

GROUP EXHIBIT F, Defendant Motion to Reconsider (con't.)

Nbr Description

4. 06/22/10 Order (1 pg.)
 - a. Briefing schedule for Defendant Motions to Reconsider, Compel Production and Correct the Order.
5. **06/22/10 Report of Proceedings with extensive comments by Defendant (16 pgs.)**
 - a. **The Court was notified that “this situation has been turned in to the Criminal Enforcement Unit of the United States that this was discharged in the bankruptcy. And so this is an illegal collection. And that should be the reason that the Court does not have jurisdiction over that. And that was in the pleadings that you didn’t read, and it’s also a defense against their thing, the bankruptcy. (pg. 10)**
 - b. **The Court replied, “Well, I am presuming you put these matters in writing in your motions.” (pg. 11)**
 - c. **Defendant replied, “They were in the previous one you didn’t read. So when are you going to read them?” (pg. 11)**
6. 07/19/10 Trustee’s Combined Response to Scheffers’ Motion to Reconsider, Motion to Correct Order, and Motion to Compel (11 pgs.)
 - a. Trustee’s Combined Response to Scheffers’ Motion to Reconsider, Motion to Correct Order, and Motion to Compel with extensive comments by Defendant (3 pgs.)
 - 1) **Plaintiff is a totally different trust, 2004-R3, not the trust 2004-R1 as specified in the Complaint**
 - 2) **Combined Response violates ILCS Civil Statutes regarding Pleadings**
 - b. Emergency Motion to Vacate Court Order and for Sanctions with extensive comments by Defendant (7 pgs.)
 - 1) **Plaintiff is a totally different trust, 2004-R3, not the trust 2004-R1 as specified in the Complaint**
 - 2) **Defamation of Defendant’s character**
 - 3) **Libelous filing for the third time as a false allegation that Defendant committed a Class 3 Felony regarding Defendant’s Section 1 109 Certification of Pleadings, including Proof of Service with Delivery Confirmation numbers**
7. 08/12/10 Order (1 pg.)
 - a. Defendant’s Motions are denied for the reasons stated by the Court on the record. **NOTE: THE COURT GAVE NO LEGAL RATIONALE/CITATIONS TO SUPPORT THE DENIALS PER THE REPORT OF PROCEEDINGS (See Group Exhibit 2, Group Exhibit F.6 below)**
 - b. All filings by Defendant Scheffers related to affirmative defenses or counterclaims, or related defense matters **must be submitted to the Court for written approval** regarding whether Plaintiff must respond or whether the filings will be stricken without hearing or further briefing.
 - c. Defendant Scheffers is granted leave, over objection, to file an Amended Answer.

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT 2, PRIOR PLEADINGS, ORDERS, AND REPORTS OF PROCEEDINGS (con't.)

GROUP EXHIBIT F, Defendant Motion to Reconsider (con't.)

Nbr Description

8. 08/12/10 Report of Proceeding with extensive comments by Defendant (62 pgs.)

NOTE: Yet, again, the Court ruled with no hearing related to a single Exhibit submitted by the Defendant under Section 1 109 certification (pgs. 19-20)

a. **In a further denial of due process for the Defendant, the court threatens sanctions against the Defendant:**

1) **The Court, "...if you start going into standing issues or other issues that have been ruled on, you are looking at the possibility of sanctions being imposed. I mean, that order, that order is of record." (pg. 56, lns.13-17)**

2) **The Court, "Well, I am not going to enter an order saying I am definitely going to enter sanctions. That is a day-to-day, step-by-step deal. However, there is no question that this order is on record. And I will enforce the order. (pg. 60, lns. 5-9)**

b. **With no necessity of the Plaintiff filing an objection, the Court oversteps its discretion with its order, "You will file your proposed pleadings with the clerk, carbon copy to me, carbon copy to plaintiff's counsel. I will then rule by mail as to whether or not a response is necessary or whether the pleadings are going to be struck." (pg. 53, lns 8-12)**

c. **Plaintiff's next legal action will be Motion for Summary Judgment that will be filed by Pierce & Associates; Dykema Gossett only for the counter claims (pg. 51, ln 15)**

1) **The full Court Record will be submitted to the Third Appellate Court.**

NOTE THROUGHOUT THE REPORT OF PROCEEDINGS THE TEN TIMES PLAINTIFF'S COUNSEL INTERRUPTS DEFENDANT PRESENTATION WITH BURSTS OF LAUGHTER (search on "laughing"), including, "Oh, I have to laugh to keep from crying." (pg. 45, lns 12-13).

NOTE AT NO TIME DOES THE COURT ADMONISH THE OFFICER OF THE COURT FOR SUCH BLATANTLY INAPPROPRIATE BEHAVIOR OR FOR THE USE OF "CRAP" in the "true sense of the meaning." (pg. 18, lns 18-24, pg. 19, lns 1-3)

GROUP EXHIBIT G, Defendant Motion to Correct the Order

Nbr Description

1. 06/10/10 Defendant Motion to Correct the Order

a. **Defendant Motion to Correct the Order, including List of Exhibits (2 pgs.)**

b. **Defendant Certification - Motion to Correct the Order (1 pg.)**

2. 08/12/10 Order (See Group Exhibit 2, Group Exhibit F.7 above)

a. **Motion to Correct the Order denied**

NOTE: Per the 05/13/10 Report of Proceedings (See Group Exhibit 2, Group Exhibit D.5 above), the Court ruled with no hearing related to a single Exhibit submitted by the Defendant under Section 1 109 certification

3. 08/12/10 Report of Proceeding with extensive comments by Defendant (See Group Exhibit 2, Group Exhibit F.8 above)

a. **Motion to Correct the Order discussion (pg. 38, ln 6 through pg. 48, ln 4)**

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT 2, PRIOR PLEADINGS, ORDERS, AND REPORTS OF PROCEEDINGS (con't.)

GROUP EXHIBIT H, Defendant Motion to Compel Production

- | Nbr | Description |
|------------|--|
| 1. | 06/10/10 Defendant Motion to Compel Production <ol style="list-style-type: none">a. Defendant Motion to Compel Production (4 pgs.)b. List of Exhibits Included (1 pg.)c. Defendant Certification - Motion to Compel (1 pg.) |
| 2. | 08/12/10 Order (See Group Exhibit 2, Group Exhibit F.7 above) <ol style="list-style-type: none">a. Motion to Compel denied |
| 3. | 08/12/10 Report of Proceeding with extensive comments by Defendant (See Group Exhibit 2, Group Exhibit F.8 above) <ol style="list-style-type: none">a. Motion to Compel discussion (pg. 31, ln 15 through pg. 33, ln 22)b. The Court: "I have already ruled. Standing is proper, and they don't have to supply the original document." (pg. 38, lns. 3-5) |

GROUP EXHIBIT I, Plaintiff Emergency Motion to Vacate Order and for Sanctions

- | Nbr | Description |
|------------|--|
| 1. | 06/23/10 Plaintiff Emergency Motion to Vacate Order and for Sanctions with extensive comments by Defendant (See Group Exhibit 2, Group Exhibit F.6.b above) <ol style="list-style-type: none">a. Plaintiff is a totally different trust, 2004-R3, not the trust 2004-R1 as specified in the Complaintb. Defamation of Defendant's characterc. Libelous filing for the third time as a false allegation that Defendant committed a Class 3 Felony regarding Defendant's Section 1 109 Certification of Pleadings, including Proof of Service with Delivery Confirmation numbers |
| 2. | 06/24/10 Order (1 pg.) <ol style="list-style-type: none">a. Non-emergency briefing schedule for Plaintiff Emergency Motion |
| 3. | 06/24/10 Report of Proceedings with extensive comments by Defendant (7 pgs.) |
| 4. | 07/06/10 Defendant Response to Plaintiff Emergency Motion to Vacate Order and for Sanctions <ol style="list-style-type: none">a. Defendant Response to Plaintiff Emergency Motion to Vacate Order and for Sanctions (165 pgs.)b. Defendant Certification - Defendant Response to Plaintiff Emergency Motion to Vacate Order and for Sanctions (1 pg.)c. List of Exhibits - Defendant Response to Plaintiff Emergency Motion to Vacate Order and for Sanctions (4 pgs.) |

LIST OF EXHIBITS – MOTION FOR SUMMARY JUDGMENT (con't.)

GROUP EXHIBIT 2, PRIOR PLEADINGS, ORDERS, AND REPORTS OF PROCEEDINGS (con't.)

GROUP EXHIBIT I, Plaintiff Emergency Motion to Vacate Order and for Sanctions (con't.)

Nbr Description

5. 07/14/10 (Deutsche Bank National Trust Company) Reply in Support of Emergency Motion to Vacate Court Order and for Sanctions (8 pgs.)
 - a. **Plaintiff is a totally different trust, 2004-R3, not the trust 2004-R1 as specified in the Complaint**
 - b. **Defamation of Defendant's character**
 - c. **Libelous filing for the second time as a false allegation that Defendant committed a Class 3 Felony regarding Defendant's Section 1 109 Certification of Pleadings, including Proof of Service with Delivery Confirmation numbers**
6. 07/22/10 Order (1 pg.)
 - a. Plaintiff's Motion to Vacate Court Order and for Sanctions is denied without prejudice
7. **07/22/10 Report of Proceedings with extensive comments by Defendant (19 pgs.)**
 - a. **Numerous slanderous statements by Plaintiff's litigation counsel**
 - 1) "This is the second time we have not received Notice of Motion", (pg. 3, lns 1-5)
 - 2) "But in this case, we believe there was a specific purpose for it." (pg. 12, lns. 6-8,
 - 3) "The point is that there is an enormous discrepancy between what the U.S. Postal Service tells us and what Ms. Scheffers tells us." (pg. 14, lns. 5-9)
 - b. **The Court found, "According to what is of record, notice was in accord with what Practice Act requires." (pg. 12, lns. 15-17)**
 - c. **The Court stated, "Legally I can't imply from what I see in front of me that there was any intent to confuse or to take advantage of legal process here in the manner in which notice was sent." (pg. 13, lns. 2-5)**
 - d. **The Court failed to read the Defendant pleadings, even with a courtesy copy in advance (pgs. 9, 16, 17)**

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE,

PLAINTIFF

VS

LAUREN SCHEFFEERS; ET AL.

DEFENDANTS

)
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) Case No. 09 CH 3797
)
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NOTICE OF FILING

To: (See Service List Attached)

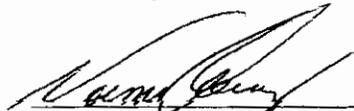
PLEASE TAKE NOTICE that on October 5, 2010, Plaintiff filed with the Clerk of the Circuit Court of Will County, Joliet, Illinois, its Motion To Strike Defendant's Motion For Summary Judgment, a copy of which is enclosed herewith and served upon you.

Name PIERCE & ASSOCIATES
Address 1 N. Dearborn, #1300
Telephone (312) 346-9088

Attorney for Plaintiff
City Chicago
ARDC#6286572

PROOF OF SERVICE BY REGULAR MAIL

I, Norma Quiroz, non- attorney, certify I served this notice and the document referred to therein, by causing a copy to be sent by regular mail, to the parties listed above, at their respective addresses, from 1 N. Dearborn, Suite 1300, Chicago, IL 60602, with proper postage prepaid, at or before 5:00 p.m. on October 5, 2010.



Norma Quiroz

SERVICE LIST

Lauren Scheffers A./K/A Lauren Lee Scheffers
1305 Morning Star Court
Naperville, IL 60564

Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE,

Plaintiff,

v.

LAUREN SCHEFFER'S, et al.,

Defendant.

No. 09 CH 3797

MOTION TO STRIKE DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

NOW COMES the Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, by and through its attorneys, Pierce & Associates, P.C., and moves this Honorable Court to strike Defendant's Motion for Summary Judgment, and in support hereof states as follows:

Defendant has moved this Honorable Court for entry of summary judgment in her favor based upon various arguments relative to the transfer of the Mortgage and Note in this matter. Defendant's arguments essentially amount to a claim that Plaintiff does not have legal standing in this matter. However, the Court has previously addressed similar arguments on two separate occasions in this matter. Specifically, on April 13, 2010 the Court entered an Order granting Plaintiff's Motion to dismiss Defendant's Affirmative Defenses and Counterclaims and Denying Defendant's Motion to Dismiss. (A copy of the Order is attached hereto as **Exhibit A**.) The arguments raised in Defendant's Affirmative Defenses, Counterclaims, and Motion to Dismiss were substantially similar to the arguments raised in her current Motion. Not only did the Court dismiss these arguments, but it specifically found that Plaintiff has legal standing in this matter. Furthermore, on August 12, 2010 the Court entered an Order denying a subsequent motion to

reconsider filed by Defendant. (A copy of the Order is attached hereto as **Exhibit B**.) The Order specifically provides that all filings by Defendant relating to affirmative defenses, counterclaims, **or related defense matters** are required to be submitted to the Court for written approval regarding whether Plaintiff must respond. Defendant never obtained a Court order specifically allowing her to raise these arguments, upon which the Court had previously ruled. Accordingly, Defendant's motion is improper in that it was filed in contravention to the August 12, 2010 Order, because it raises arguments that were previously disposed of by the Court, and because they have been raised in a Motion for Summary Judgment without having first been raised in a proper pleading. Accordingly, Defendant's motion must be stricken as it was improperly filed.

WHEREFORE the Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, prays that this Honorable Court strike Defendant's Motion for Summary Judgment, with prejudice.

Respectfully submitted,

By: 
PIERCE & ASSOCIATES, P.C.
Attorneys for Plaintiff

PIERCE & ASSOCIATES, P.C.
Attorneys for Plaintiff
1 N. Dearborn, Suite 1500
Chicago, IL 60602
312-346-9088

A

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

Deutsche Bank - Trustee
Plaintiff

vs

CASE NO: 09 CH 3797

Lauren Schaffers
Defendant

COURT ORDER

This cause coming to be heard on Plaintiff's Motion to Dismiss Defendant's Affirmative Defense and Counterclaims and Defendant's Motion to Dismiss Foreclosure Complaint for Lack of Legal Standing and Defendant's Motion for Leave to Amend Motion to Dismiss, counsel for Plaintiff in Court, Defendant, pro se, present in Court, the Court being fully informed in the Premises, IT IS ORDERED:

- ① Plaintiff's Motion to Dismiss is granted without prejudice;
- ② Defendant's Motion to Dismiss is denied;
- ③ The Court finds that Plaintiff has legal standing;
- ④ Defendant is granted leave to file a Motion Dismiss that complies with 735 ILCS 2-619.1, that is limited to the facts stated in the Foreclosure Complaint, and that is consistent with the Court's ruling in this case;
- ⑤ Defendant has 28 days to file the Motion to Dismiss; Plaintiff has 28 days to respond.

Attorney of Party, if not represented by Attorney
Name Amy Jonker
ARDC # 0203174
Firm Name Dykema Gossett
Attorney for Plf
Address 10 S. Wacker Dr #2300
City & Zip Chicago 2 16 60606
Telephone 312-876-1700

Dated: 7-13, 2010
Entered: [Signature]
Judge

⑥ Hearing set for July 15 10:30am

PAMELA J. MCGUIRE, CLERK OF THE CIRCUIT COURT OF WILL COUNTY

EXHIBIT

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

Subject: B

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

Deutsche Bank Trustee

Plaintiff

vs

Lauren Schieffers

Defendant

CASE NO: 09 CH 3797

COURT ORDER

This cause coming to be heard on Lauren Schieffers Motion to Compel, Motion to Correct Order, and Motion to Reconsider, the Court being fully advised in the Premises, IT IS ORDERED:

Defendant's motions are denied for the reasons stated by the Court on the record. All filings by Defendant Schieffers related to affirmative defenses, counterclaims, or related defense matters must be submitted to the Court for written approval regarding whether Plaintiff must respond or whether the filings will be stricken without hearing or further briefing. Defendant Schieffers is granted leave, over objection, to file an Amended Answer.

Attorney or Party, if not represented by Attorney

Name Amy Jonk

ARDC # 6283174

Firm Name Dykema Gossett

Attorney for Deutsche

Address 10 S Walker #2300

City & Zip Chicago IL 60606

Telephone 312-476-1700

Dated: 8-12, 2010

Entered: [Signature]
Judge

PAMELA J. MCGUIRE, CLERK OF THE CIRCUIT COURT OF WILL COUNTY

STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

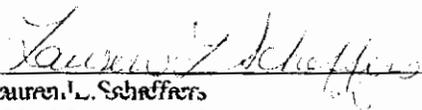
DEUTSCHE BANK NATIONAL TRUST COMPANY,	) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST	) Judge Raymond A. Bolden
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
PLAINTIFF)
VS)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
DEFENDANTS)

NOTICE OF FILING

To: **BY USPS PRIORITY MAIL**
Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

BY USPS PRIORITY MAIL
Denis Pierce
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

PLEASE TAKE NOTICE that on October 18, 2010, Defendant/Counter-Plaintiff filed in person with the Clerk of the Circuit Court of Will County, Illinois, the *Defendant Response to Plaintiff Motion to Strike Defendant Motion for Summary Judgment*, a copy of which is served upon you.



 Lauren L. Scheffers
 1305 Morningstar Ct.
 Naperville, IL 60564
 C 630-212-5651

Case 09CH3797, Filed 08/26/2009

Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

PROOF OF SERVICE

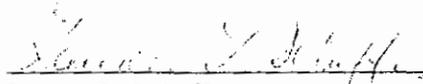
The undersigned certifies that true and correct copies of the foregoing instrument, *Defendant Response to Plaintiff Motion to Strike Defendant's Motion for Summary Judgment*, to be served upon

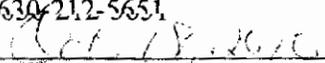
Patrick Stanton, Amy Jonker
Dykema Gosssett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0309 2880 0000 4444 8431, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 18th day of October, 2010, and to

Denis Pierce
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

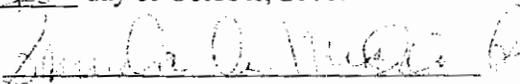
by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0309 2880 0000 4444 8417, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 18th day of October, 2010.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651


Date

Sworn to and subscribed before me this the 18 day of October, 2010.



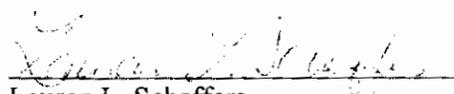
Notary Public

My Commission Expires: 12/31/11

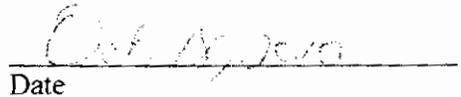


**DEFENDANT CERTIFICATION – DEFENDANT RESPONSE TO
PLAINTIFF MOTION TO STRIKE DEFENDANT’S MOTION FOR
SUMMARY JUDGMENT**

Under penalties as provided by law pursuant to Section 1 109 of the Code of Civil Procedure (73 5 ILCS 5/1 109/from Ch. 110, par. 1 109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes the same to be true.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651


Date

Sworn to and subscribed before me this the 18 day of October, 2010.



My Commission Expires:

10/10/10



STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,	)	Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)	
THE CERTIFICATE HOLDERS FOR AMERIQUEST	)	Judge Raymond A. Bolden
MORTGAGE SECURITIES TRUST 2004-R1,)	
ASSET-BACKED PASS-THROUGH CERTIFICATES,)	
SERIES 2004-R1)	
)	
PLAINTIFF)	
)	
VS)	
)	
LAUREN SCHEFFERS A/K/A LAUREN LEE)	
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)	
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)	
OWNERS AND NON RECORD CLAIMANTS;)	
)	
DEFENDANTS)	

**DEFENDANT RESPONSE TO PLAINTIFF MOTION TO STRIKE
DEFENDANT'S MOTION FOR SUMMARY JUDGMENT**

NOW COMES Lauren L. Scheffers, Defendant Pro Se ("Defendant"), in response to Deutsche Bank National Trust Company, as Trustee in Trust for the Benefit of the Certificate Holders for Ameriquest Mortgage Securities Trust 2004-R1 ("Plaintiff"). Plaintiff Motion to Strike Defendant Motion for Summary Judgment ("Plaintiff's Motion"), states as follows:

STATEMENT OF FACTS

1. The Plaintiff's Motion (see attached Exhibit A) is procedurally incorrect. It was filed and served with a Notice of Filing, when it should have been filed as a Notice of Motion with a court date for presentation to the Court.

2. The Plaintiff's Motion has no legible attorney name, no printed name below the signature, and no attorney number to research the attorney name for service of this Defendant Response.

3. The Plaintiff's Motion includes the 08/12/10 Court Order (see attached Exhibit C) that references "per transcript", but the transcript is not included as an Exhibit with the Plaintiff's Motion, not even the relevant pages.

4. The Plaintiff's Motion fails to acknowledge the Defendant's Motion to Strike the UNRECORDED Plaintiff Motions (see attached Exhibit B) for Summary Judgment, for Default, and for Foreclosure and Sale that includes the full Report of Proceedings of the 08/12/10 hearing in support of the fact that those UNRECORDED Plaintiff Motions themselves violated that 08/12/10 Order by serving the Defendant with those UNRECORDED Plaintiff Motions prior to the 28 days granted by the Court for the Defendant to file an Amended Answer or a Motion.

5. The Plaintiff's Motion appears to be confused as to what the 08/12/10 Order with referenced Report of Proceedings required of the Defendant. Per the 08/12/10 Report of Proceedings (see attached Exhibit D in its entirety):

a. The Court: "You will file your proposed pleadings with the clerk, carbon copy to me, carbon copy to plaintiff's counsel. I will then rule by mail as to whether or not a response is necessary or whether the pleadings are going to be struck." (pg. 53, lns 8-12)

b. The Court: "I am going to give you 28 days to file your responsive pleadings, whether that is an answer or a motion." (pg. 54, lns.5-7)

6. The Plaintiff's Motion gives no rationale, whatsoever, for its request to strike Defendant's Motion for Summary Judgment WITH PREJUDICE, instead of submitting a Response to either the Defendant's Motion for Summary Judgment or the Defendant's Motion to Strike the Plaintiff's Motions (see attached Exhibit B) per the briefing schedule in the 09/14/10 Order (see attached Exhibit E).

APPLICABLE LAW

1. The Court has no such category as "proposed pleading" that may be filed with the clerk to not be included as part of the Court Record for an appeal.
2. As a matter of law, the Court's 08/12/10 Order itself violates the Illinois Civil Statutes. The Court exceeded its discretion with an order that specifies the Court will decide whether the pleading will be stricken in full or in part/that the Plaintiff will not be required to address with no Motion to Strike submitted to the Court by the Plaintiff. Clearly that is a violation of ILCS Sec. 2-613 (a). Motions with respect to pleadings:

(a) All objections to pleadings shall be raised by motion. The motion shall point out specifically the defects complained of, and shall ask for appropriate relief, such as: that a pleading or portion thereof be stricken because substantially insufficient in law, or that the action be dismissed, or that a pleading be made more definite and certain in a specified particular, or that designated immaterial matter be stricken out, or that necessary parties be added, or that designated misjoined parties be dismissed, and so forth.

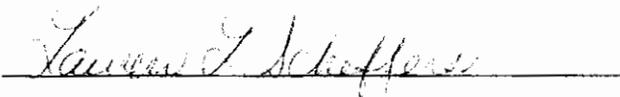
ARGUMENT

1. The Court has no jurisdiction to decide whether any pleadings will be stricken, in full or in part, without a Motion to Strike filed by the opposing party and a briefing schedule to allow the Movant to respond.
2. Per the many Reports of Proceedings submitted to the Court, the Court previously denied Defendant Affirmative Defenses without reading the Defendant pleadings and with no hearing which allowed the Defendant to present the many supporting Exhibits repeatedly submitted to the Court under Section 1109 certification.
3. Per the many Reports of Proceedings submitted to the Court, the Court has totally failed to document its legal rationale for the Court's violation of the Defendant's rights to Due Process for the Defendant's future submission of this instant case to the Third District Appellate Court for review.

CONCLUSION

WHEREFORE, as a matter of law, for the reasons stated herein, the Defendant prays that this Honorable Court will deny the Plaintiff's Motion to Strike Defendant's Motion for Summary Judgment and such other or further relief as the Court deems proper under the circumstances.

Respectfully Submitted,



Lauren L. Scheffers, Defendant Pro Se
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

LIST OF EXHIBITS – DEFENDANT RESPONSE TO PLAINTIFF MOTION TO STRIKE DEFENDANT’S MOTION FOR SUMMARY JUDGMENT

EXHIBIT

1. Defendant Response to Plaintiff Motion to Strike Defendant’s Motion for Summary Judgment (4 pgs.)
2. Defendant Certification – Defendant Response to Plaintiff Motion to Strike Defendant’s Motion for Summary Judgment (1 pg.)
3. Proof of Service (1 pg.)
4. List of Exhibits (2 pgs.)

EXHIBIT A: Motion to Strike Defendant’s Motion for Summary Judgment

1. **Motion to Strike Defendant’s Motion for Summary Judgment (4 pgs.)**
 - a. Notice of Filing (2 pgs.)
 - b. Motion to Strike Defendant’s Motion for Summary Judgment (2 pgs.)
 - 1) The full Report of Proceedings for 04/11/10 is submitted with Defendant’s Motion for Summary Judgment

NOTE: Per the many Reports of Proceedings, the Court has never heard any Defendant Affirmative Defenses nor has the Court addressed any Affirmative Defenses per the Defendant pleadings as recorded with the Court.

EXHIBIT B: Defendant Motion to Strike Plaintiff’s 09-14-10 Motions Pursuant to 735 ILCS 5/2-615(b)

1. **Defendant Motion to Strike Plaintiff’s 09-14-10 Motions Pursuant to 735 ILCS 5/2-615(b) (5 pgs.)**
 - a. The full Report of Proceedings for 08/12/10 that was submitted as an Exhibit with this Defendant Motion has been submitted again as Exhibit D.
 - b. The full Report of Proceedings for 09/14/10 is submitted with Defendant Memorandum in Support of Defendant’s Motion for Summary Judgment (19 pgs.).

EXHIBIT C: 08/12/10 Order

1. **08/12/10 Order (1 pg.)**
 - a. **Defendant’s Motions are denied for the reasons stated by the Court on the record.**
 - 1) **Per the 08/12/10 Report of Proceedings (see attached Exhibit D below), no such reasons were stated.**
 - b. All filings by Defendant Scheffers related to affirmative defenses or counterclaims, or related defense matters **must be submitted to the Court for written approval** regarding whether Plaintiff must respond or whether the filings will be stricken without hearing or further briefing.
 - c. **Defendant Scheffers is granted leave, over objection, to file an Amended Answer.**

LIST OF EXHIBITS – DEFENDANT RESPONSE TO PLAINTIFF MOTION TO STRIKE DEFENDANT’S MOTION FOR SUMMARY JUDGMENT (CON’T.)

EXHIBIT D: 08/12/10 Report of Proceedings

1. **08/12/10 Report of Proceedings with extensive comments by Defendant (62 pgs.)**
 - a. The Court: **“You will file your proposed pleadings with the clerk, carbon copy to me, carbon copy to plaintiff’s counsel. I will then rule by mail as to whether or not a response is necessary or whether the pleadings are going to be struck.”** (pg. 53, lns 8-12)
 - b. The Court: **“I am going to give you 28 days to file your responsive pleadings, whether that is an answer or a motion.”** (pg. 54, lns.5-7)
 - c. The Court: **“However, there is no question that this order is on record. And I will enforce the order.”** (pg. 60, lns. 8-9)

NOTE: The Court has no such category as “proposed pleading” that may be filed with the clerk. The Court has no jurisdiction to decide whether the pleadings are going to be struck without a Motion to Strike from the opposing party.

EXHIBIT E: 09/14/10 Order

1. **09/14/10 Order (1 pg.)**
 - a. Each party may file a response to any outstanding motion filed by the other party within 28 days (Oct. 12, 2010)
 - b. Each party may file a reply in support of outstanding motion filed on their behalf within 14 days thereafter (Oct 26, 2010).
 - c. All matters herein pending will be heard on November 18, 2010 at 9:30 a.m.

STATE OF ILLINOIS

COUNTY OF WILL

2010 OCT 18 PM 12:20

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

Handwritten signature
CLERK, CIRCUIT COURT
WILL COUNTY, ILLINOIS
JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,	)	Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)	
THE CERTIFICATE HOLDERS FOR AMERIQUEST	)	Judge Raymond A. Bolden
MORTGAGE SECURITIES TRUST 2004-R1,)	
ASSET-BACKED PASS-THROUGH CERTIFICATES,)	
SERIES 2004-R1)	
)	
PLAINTIFF)	
)	
VS)	
)	
LAUREN SCHEFFERS A/K/A LAUREN LEE)	
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)	
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)	
OWNERS AND NON RECORD CLAIMANTS;)	
)	
DEFENDANTS)	

NOTICE OF FILING

To: **By USPS Priority Mail**
Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

By USPS Priority Mail
Denis Pierce
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

PLEASE TAKE NOTICE that on October 18, 2010, Defendant/Counter-Plaintiff filed in person with the Clerk of the Circuit Court of Will County, Illinois, the *Combined Response to Plaintiff Motion for Order of Default, Motion for Judgment for Foreclosure and Sale, and Motion for Summary Judgment*, a copy of which was served upon you on October 9, 2010.

Handwritten signature of Lauren L. Scheffers

Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

Case 09CH3797, Filed 08/26/2009

Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

PROOF OF SERVICE

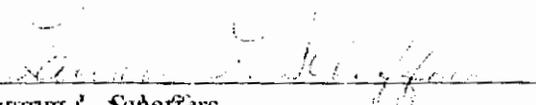
The undersigned certifies that true and correct copies of the foregoing instrument, *Notice of Filing, Defendant Combined Response to Plaintiff Motion for Order of Default, Motion for Judgment for Foreclosure and Sale, and Motion for Summary Judgment*, to be served upon

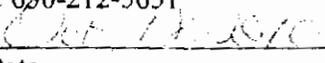
Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0309 2880 0000 4444 8431, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 18th day of October, 2010, and to

Denis Pierce
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

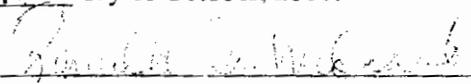
by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0309 2880 0000 4444 8417, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 18th day of October, 2010.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651


Date

Sworn to and subscribed before me this the 18 day of October, 2010.

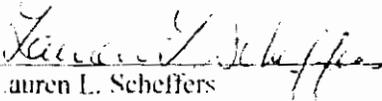


Notary Public

My Commission Expires: 10/22/10

**DEFENDANT CERTIFICATION – DEFENDANT COMBINED
RESPONSE TO PLAINTIFF MOTION FOR ORDER OF DEFAULT,
MOTION FOR JUDGMENT FOR FORECLOSURE AND SALE, AND
MOTION FOR SUMMARY JUDGMENT**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (735 ILCS 5/1-109/from Ch. 110, par. 1-109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes *the same to be true.*


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

Oct 9, 2010
Date

Sworn to and subscribed before me this the 09th day of October, 2010.



My Commission Expires:

12/31/12

STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,	)	Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)	
THE CERTIFICATE HOLDERS FOR AMERIQUEST	)	Presiding Judge
MORTGAGE SECURITIES TRUST 2004-R1.)	
ASSET-BACKED PASSES-THROUGH CERTIFICATES,)	
SERIES 2004-R1)	
)	
PLAINTIFF)	
)	
VS)	
)	
LAUREN SCHEFFERS; A/K/A LAUREN LEE)	
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)	
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)	
OWNERS AND NON RECORD CLAIMANTS:)	
)	
DEFENDANTS)	

**DEFENDANT COMBINED RESPONSE TO PLAINTIFF MOTION FOR ORDER OF
DEFAULT, MOTION FOR JUDGMENT FOR FORECLOSURE AND SALE, AND
MOTION FOR SUMMARY JUDGMENT**

NOW COMES Lauren L. Scheffers, Defendant Pro Se ("Defendant"), in response to Deutsche Bank National Trust Company, as Trustee in Trust for the Benefit of the Certificate Holders for Ameriquest Mortgage Securities Trust 2004-R1 ("Plaintiff"), Plaintiff Motion for Order of Default, Motion for Judgment for Foreclosure and Sale, and Motion for Summary Judgment, and states as follows:

STATEMENT OF FACTS

1. On 09/09/10, the Plaintiff served upon the Defendant a Notice of Motion for 09/14/10 with a Plaintiff Motion for Order of Default, Motion for Judgment for Foreclosure and Sale, and Motion for Summary Judgment (see attached Exhibit 1). The motions were served under Section § 109 certification.

2. On 11/17/09, the Plaintiff had previously submitted a Notice of Motion for 12/01/09 for Plaintiff Motion for Order of Default and Motion for Judgment for Foreclosure and Sale (see attached Exhibit 2).

- a. ~~These motions remain outstanding to the present.~~
- b. Those motions were filed under Section 1-109 certification.
- c. Those motions were in violation of the fact that they were filed subsequent to the 08/06/10 Appearance filed by the Defendant (see attached Exhibit 3).

3. Based on the Notice of Motion for 09/14/10, the Defendant was required to appear at the 09/14/10 hearing.

a. Plaintiff's legal counsel in court on 09/14/10 was unaware of the fact that this case was placed on the docket by the Plaintiff's legal counsel per a phone call with the Circuit Court clerks to get a court date for the Notice of Motion. The Court Order of 09/14/10 (see attached Exhibit 3) erroneously states, "This cause coming to be heard on Defendant's motion", when the Notice of Motion for that day's docket was by the Plaintiff.

4. On 09/14/10, the Defendant filed and presented the Defendant Motion for Leave to File Motion to Strike Plaintiff's 09-14-10 Motions Pursuant to 735 ILCS 5/2-615(b), *Instantier* (see attached Exhibit 4 inclusive) for violating the Court Order of 08/12/10.

5. The Notice of Motion for the Defendant's Motion for Summary Judgment (see attached Exhibit 6) was for November 16, 2010 to allow the Court adequate time to respond in writing to the Defendant regarding which defenses the Court would allow, as stated in the 08/12/10 Court Order

LEGAL ARGUMENT

1. As of this filing, the Plaintiff has never recorded the Notice of Motion or the three motions (see attached Exhibit 1) with the Court, in violation of the Section 1 109 *verification*.

2. The Plaintiff Motion for Order of Default should not have been served at all, since it is in direct contradiction of the Plaintiff Motion for Summary Judgment.

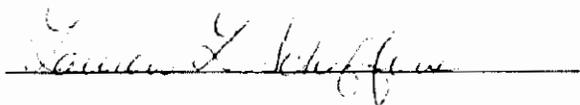
3. Per the Defendant Motion for Leave to File Motion to Strike Plaintiff's 09-14-10 Motions Pursuant to 735 ILCS 5/2-615(b), *Instanter* (see attached Exhibit 4), the Plaintiff violated the Court Order of 08/12/10. "I am going to give you 28 days to file your responsive pleadings, whether that is an answer or a motion."

CONCLUSION

WHEREFORE, for the reasons stated herein, the Defendant prays that this Honorable Court:

1. Dismiss Plaintiff's Motion for Order of Default,
2. Dismiss Plaintiff Motion for Judgment for Foreclosure and Sale,
3. Dismiss Plaintiff Motion for Summary Judgment, and
4. Such other or further relief as the Court deems proper under the circumstances.

Respectfully Submitted,



Lauren L. Scheffers, Defendant Pro Se
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

**LIST OF EXHIBITS – DEFENDANT COMBINED RESPONSE TO PLAINTIFF
MOTION FOR ORDER OF DEFAULT, MOTION FOR JUDGMENT FOR
FORECLOSURE AND SALE, AND MOTION FOR SUMMARY JUDGMENT**

EXHIBIT

Nbr Description

1. Defendant Combined Response to Plaintiff Motion for Order of Default, Motion for Judgment for Foreclosure and Sale, and Motion for Summary Judgment (3 pgs.)
2. Defendant Certification – Defendant Combined Response to Plaintiff Motion for Order of Default, Motion for Judgment for Foreclosure and Sale, and Motion for Summary Judgment) (1 pg.)
3. Proof of Service (1 pg.)
4. List of Exhibits (1 pg.)

EXHIBIT 1: 09/09/10., Plaintiff's Motions as served upon Defendant under Section 1 109 Certification

Nbr Description

1. Notice of Motion for September 14, 2010 submitted under Section 1 109 certification (1 pg.)
2. Motion for Order of Default (1 pg.)
3. Motion for Judgment for Foreclosure and Sale (1 pg.)
4. Motion for Summary Judgment with references to affidavits that were not included:
 - a. Affidavit of Prove-Up
 - b. Attorney Fee Affidavit
5. Envelope with postmark date of September 7, 2010

NOTE: PLAINTIFF NEVER RECORDED THESE MOTIONS WITH THE CIRCUIT COURT IN VIOLATION OF SECTION 1 109 CERTIFICATION

EXHIBIT 2: 11/17/09 , Plaintiff's Motions as previously served upon Defendant under Section 1 109 Certification

Nbr Description

1. Notice of Motion for September 14, 2010 submitted under Section 1 109 certification (1 pg.)
2. Motion for Order of Default (1 pg.)
3. Motion for Judgment for Foreclosure and Sale (1 pg.)

EXHIBIT 3: 08/06/09 Defendant Appearance (1 pg.)

EXHIBIT 4: 09/14/10, Defendant Motion to Strike Plaintiff's 09-14-10 Motions

Nbr Description

1. Defendant Motion for Leave to File Motion to Strike Plaintiff's 09-14-10 Motions Pursuant to 735 ILCS 5/2-615(b). *Instanter* (2 pgs.)
2. Defendant Motion to Strike Plaintiff's 09-14-10 Motions Pursuant to 735 ILCS 5/2-615(b) (5 pgs.)

EXHIBIT 5: 09/14/10 Order (1 pg.)

EXHIBIT 6: 09/09/10 Notice of Motion/Defendant Motion for Summary Judgment (1 pg.)

EXHIBIT 1

WARRANT OF WRIT

IN THE CIRCUIT COURT FOR THE 10TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE IN TRUST FOR THE BENEFIT OF
THE CERTIFICATE HOLDERS FOR AMERIBEST
MORTGAGE SECURITIES TRUST 2004-F1,
ASSET-BACKED PASS-THROUGH CERTIFICATES,
SERIES 2004-F1

PLAINTIFF AND OF OR COSTS

VS

JUDGE
Judge Siegel

LAUREN SCHEFFERS AKA LAUREN LEE
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN
OWNERS AND NON RECORD CLAIMANTS;

DEFENDANT

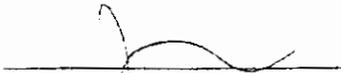
NOTICE OF MOTION

TO:
LAUREN SCHEFFERS AKA LAUREN LEE SCHEFFERS; 1305 MORNING
STAR COURT, NAPERVILLE, IL 60564
UNKNOWN HEIRS AND LEGATEES OF LAUREN SCHEFFERS, IF ANY;
1305 MORNING STAR COURT, NAPERVILLE, IL 60564

On September 14, 2010, or as soon thereafter as counsel may be heard. I shall appear
before the Honorable Judge Siegel, in room #129, Circuit Courthouse 57 North Ottawa Joliet,
IL 61401, at 1:30 PM, or any judge sitting in his stead, in the courtroom usually
occupied by him in the Court House for the Circuit Court of WILL County, Illinois, and shall
then and there move the Court for the entry of an Order of Summary Judgment (if applicable),
Default, Judgment of Foreclosure and Sale.

I, _____, the attorney, certify I served the following Motions: Motion
for Judgment, Motion for Default, Petition for Summary Judgment (if applicable) by mailing a
copy to the above-titled addresses and depositing same in the U.S. mail at 1 North Dearborn,
Chicago, Illinois shall at 1:30 p.m. on September 7, 2010, with proper postage prepaid.

I, under penalties as provided by law
pursuant to 735 ILCS 5/1-109, I
certify that the statements set
forth herein are true and correct.


SIGNATURE

Name: PIERCE & ASSOCIATES Attorneys for: Plaintiff
Address: 1 North Dearborn Telephone: (312) 346-9088
City: Chicago, Illinois 60602 FA 6924974

Case No. 03-10011P

Case No. 03-10011P

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WINDY BOUND, - COLLIER COUNTY, FLORIDA

DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE IN TRUST FOR THE BENEFIT OF
THE CERTIFICATE HOLDERS FOR AMENQUEST
MORTGAGE SECURITIES TRUST LIMITED,
ASSET-BACKED PASS-THROUGH CERTIFICATES,
SERIES 2004-P.

PLAINTIFF

NO. OF DE FAVOR

VS

JUDGE

Judge Siegel

LAUREN SCHEFFERS AND LAUREN LEE
SCHEFFERS; UNKNOWN HEIR AND LEGATEES
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN
OWNERS AND NON RECORD CLAIMANTS ;

DEFENDANTS

MEMORANDUM FOR ORDER OF DEFAULT

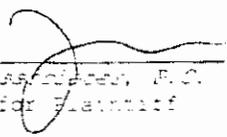
Now comes Plaintiff by and through its attorneys Fierce & Associates P.C. and moves this Honorable Court for an Order of Default as against the following defendants:

UNKNOWN HEIR AND LEGATEES OF LAUREN SCHEFFERS, IF ANY;
UNKNOWN OWNERS AND NON RECORD CLAIMANTS ;

WHEREFORE Plaintiff prays that this Honorable Court enter an Order for Default as against:

UNKNOWN HEIR AND LEGATEES OF LAUREN SCHEFFERS, IF ANY;
UNKNOWN OWNERS AND NON RECORD CLAIMANTS ;

BY:


Fierce & Associates, P.C.
Attorneys for Plaintiff

FIERCE & ASSOCIATES
Attorney for Plaintiff
100 Dearborn
Suite 1300
Chicago, IL 60602
Tel: (312) 346-9088
FA 0924914

STATE OF ILLINOIS

IN AND FOR THE COUNTY OF COOK

IN THE CIRCUIT COURT FOR THE 14TH JUDICIAL CIRCUIT
WILL COUNTY - SOLIST ILLINOIS

LENTINE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE IN TRUST FOR THE BENEFIT OF
THE CERTIFICATE HOLDERS FOR AMERICAN
MORTGAGE SECURITIES TRUST # 104-80,
ASSET-BACKED PASS-THROUGH CERTIFICATES,
SERIES 2104-80

PLAINTIFF

vs. JAMES M. SIEGEL

vs.

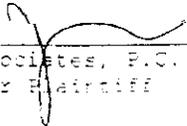
JUDGE
Judge Siegel

LARRY SCHEFFERS A.K.A. & ROSEN LEE
SCHEFFERS; UNKNOWN HEIR S AND LEGATEES
OF LARRY SCHEFFERS, IF ANY; UNKNOWN
UNDESIRABLE NON RECORD HEIR(S)

DEFENDANT

MOTION FOR JUDGMENT FOR FORECLOSURE AND SALE

Plaintiff, moves this court for the entry of a Judgment for Foreclosure and Sale based on the pleadings of record with this Court.

By: 
Pierce & Associates, P.C.
Attorneys for Plaintiff

PIERCE & ASSOCIATES
Attorneys for Plaintiff
1 N. Dearborn
Suite 1101
Chicago, IL 60611
Tel. 312 348-1111
Fax 312 348-1117

FILED

Case No. 03-1117

IN RE: LAUREN SCHIEFFEL

IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT OF ILLINOIS
CHICAGO, ILLINOIS

LAUREN SCHIEFFEL, NATIONAL TRUST COMPANY,
AS TRUSTEE IN TRUST FOR THE BENEFIT OF
THE CERTIFICATE HOLDERS OF THE AMERICAN
NATIONAL SAVINGS BANK (ANSB),
ASSET-BACKED SECURITIES TRUST CERTIFICATES,
SERIES 2003-01

PLAINTIFF

VS

UNKNOWN HEIRS AND LEGATEES
OF LAUREN SCHIEFFEL

LAUREN SCHIEFFEL AKA LAUREN LEE SCHIEFFEL;
SCHIEFFEL; UNKNOWN HEIRS AND LEGATEES
OF LAUREN SCHIEFFEL, DKA AND UNKNOWN
HEIRS AND LEGATEES

DEFENDANT

VERIFICATION FOR SUMMARY JUDGMENT

PLAINTIFF moves this Court for the entry of Summary Judgment against Defendants,

LAUREN SCHIEFFEL AKA LAUREN LEE SCHIEFFEL;

and in support thereof states as follows:

- 1. That Defendant(s) have filed their responsive pleadings to Plaintiff's Verified Complaint to Foreclose Mortgage.
- 2. That the responsive pleadings fail to raise a material issue of fact, and Plaintiff is entitled to Summary Judgment pursuant to 735 ILCS 5/2-101 of the Illinois Code of Civil Procedure.
- 3. That in support of this Petition, Plaintiff exhibits the Affidavit of Grove-Up and Attorney Fee Affidavit.

WHEREFORE Plaintiff requests that this Court enter Summary Judgment against Defendant(s).

LAUREN SCHIEFFEL AKA LAUREN LEE SCHIEFFEL;

By: 
Pierce & Associates, P.C.
Attorneys for Plaintiff

PIERCE & ASSOCIATES
Attorneys for Plaintiff:
I. M. Beardorn
Suite 1500
Chicago, IL 60602
Tel. (312) 346-9088
Fax (312) 346-1007

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST)
COMPANY, AS TRUSTEE)

PLAINTIFF)

VS)

LAUREN SCHEFFERS; ET AL.)

DEFENDANTS)

Case No. 09 CH 3797

NOTICE OF FILING

To: (See Service List Attached) **AK**

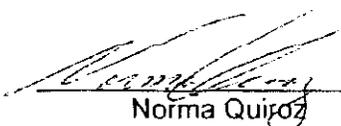
PLEASE TAKE NOTICE that on October 19, 2010, Plaintiff filed with the Clerk of the Circuit Court of Will County, Joliet, Illinois, its ~~Reply In Support of Motion For Summary Judgment~~, a copy of which is enclosed herewith and served upon you. **NOT RECORDED**

Name PIERCE & ASSOCIATES **AK**
Address 1 N. Dearborn, #1300
Telephone (312) 546-9088

Attorney for Plaintiff
City Chicago
ARDC#6197432

PROOF OF SERVICE BY REGULAR MAIL

I, Norma Quiroz, non- attorney, certify I served this notice and the document referred to therein, by causing a copy to be sent by regular mail, to the parties listed above, at their respective addresses, from 1 N. Dearborn, Suite 1300, Chicago, IL 60602, with proper postage prepaid, at or before 5:00 p.m. on October 19, 2010.


Norma Quiroz

SERVICE LIST

Lauren Scheffers A /K/A Lauren Lee Scheffers
1305 Morning Star Court
Naperville, IL 60564

Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, Illinois 60606



LITANY OF FALSE STATEMENTS -

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

SANCTIONABLE

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE,

Plaintiff,

No. 09 CH 3797

v.

LAUREN SCHEFFERS, et al.,

Defendant.

REPLY IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT

NOW COMES the Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, by and through its attorneys, Pierce & Associates, P.C., and as its Reply in support of its Motion for Summary Judgment, states as follows:

NOT RECORDED STANDARD

NO DYKEMA?

Pursuant to § 2-1005 of the Illinois Code of Civil Procedure, a moving party is entitled to summary judgment as matter of law if pleadings, depositions, and affidavits reveal no genuine issue of material fact. *Nilsson v. Continental Mach. Mfg. Co.*, 251 Ill.App.3d 415 (2d Dist.1993) (interpreting 725 Il. CS 5/2-1005). Further, "where facts contained in an affidavit in support of a motion for summary judgment are not contradicted by counter-affidavit, such facts are admitted and must be taken as true." *Prather v. Decatur Memorial Hospital*, 95 Ill.App.3d 470 (4th Dist.1981).

**NO AFFIDAVIT
DEFENDANT MUST
1-19**

Section 1504 of the Illinois Mortgage Foreclosure Law ("IMFL") sets forth a suggested short form Complaint to Foreclose Mortgage. 735 ILCS 5/15-1504. Plaintiff has followed this short form. In paragraph 3(1) of its Complaint, Plaintiff states that the mortgage has been in default since the January 1998 payment. Said default gave rise to the Complaint filed herein. 735 ILCS 5/15-1506

WRONG??

states in relevant part:

"15-1506. Judgment. (a) Evidence. In the trial of a foreclosure, the evidence to support the allegations of the complaint shall be taken in open court, except:

NO NOTE OR MTG

(1) where an allegation of fact in the complaint is not denied by a party's verified answer or verified counterclaim, or when a party pursuant to subsection (b) of Section 2-610 of the Code of Civil Procedure states, or is deemed to have stated in its pleading that it has no knowledge of such allegation sufficient to form a belief and attaches the required affidavit, a sworn verification of the complaint or a separate affidavit setting forth such fact, is sufficient evidence thereof against such party and no further evidence of such fact shall be required; and,

(2) where as allegations of fact in the complaint have been proved by verification of the complaint or affidavit, the court upon motion supported by affidavit stating the amount which is due the mortgagee, shall enter a judgment of foreclosure as requested in the complaint."

NOT DONE NO AFFIDAVIT

In addition, 735 ILCS 5/2-1005 states in Section (A):

For Plaintiff. Any time after the opposite party has appeared or after the time within which he or she is required to appear has expired, a plaintiff may move with *or without supporting affidavits for a summary judgment in his or her favor for all relief sought.*" (emphasis added). 735 ILCS 5/2-1005.

Further, Section 5/2-1005(C) states in relevant part:

"The judgment sought shall be rendered without delay if the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law. A summary judgment, interlocutory in character, may be rendered on the issue of liability alone, although there is a genuine issue as to the amount of damages."

JJ

PLAINTIFF IS NOT TOWN COUNCIL

Indeed, it is well established that a mortgagee may foreclose its interest in real property upon "either the debt's maturity or default of condition in the instrument." *Heritage Pullman Bank v. American*

National Bank and Trust, 164 Ill.App.3d 685 (1st Dist. 1988). Accordingly, a lender's possession

NOT THE LENDER

and production in evidence of a note and mortgage and the production of evidence which

NO NOTE OR MTG

establishes a default is a *prima facie* basis for recovery in favor of the holder. Furthermore, to

**NOT TOWN & COUNTY
NO NOTE OR MTE**

establish a prima facie case of foreclosure, the Mortgagee only needs to submit into evidence the mortgage and note, then the burden of proof shifts to the mortgagor to prove payment. *Farm Credit Bank of St. Louis v. Biethman*, 262 Ill.App.3d 614 (5th Dist. 1994).

ARGUMENT

In the instant case, Plaintiff has alleged in its Complaint that Defendant is in default on the subject mortgage loan, and it has submitted into the record an affidavit evidencing Defendant's default and the amount owed as a result of the default. Defendant has failed to offer any competent proof to contradict Plaintiff's evidence, and she has not otherwise provided proof that full and timely payments were made. Rather, Defendant has simply made a jumbled argument in response to Plaintiff's motion in which she claims that Plaintiff's motion is somehow improper because Plaintiff never recorded the notice of motion. As an initial matter, Plaintiff is unaware of any statute or rule that requires notices of motion to be recorded. Furthermore, any purported issues with the notice are now moot as Defendant appeared on the date that Plaintiff's motion was presented and obtained time to respond to Plaintiff's motion pursuant to the court order entered on September 14, 2010. Accordingly, Defendant has failed to establish the existence of a genuine issue of material fact in this matter, and Plaintiff is therefore entitled to judgment as a matter of law.

WHEREFORE the Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE prays that this Honorable Court enter summary judgment in its favor against Defendant LAUREN SCHEFFERS.

NO SUCH AFFIDAVIT

**NO PROOF
NONE**

ADMISSION

MOTION TO STRIKE A MOTION

NO CHAIN OF TITLE

Respectfully submitted.

NO 1-109

By:


PIERCE & ASSOCIATES, P.C.

Attorneys for Plaintiff

NO NUMBER >

PIERCE & ASSOCIATES, P.C.
Attorneys for Plaintiff
1 N. Dearborn, Suite 1300
Chicago, IL 60607
312-346-9088

FILED

STATE OF ILLINOIS

10 OCT 25 PM 12:04

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

Raymond A. Bolden
CLERK OF THE COURT
WILL COUNTY, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE IN TRUST FOR THE BENEFIT OF
THE CERTIFICATE HOLDERS FOR AMERIQUEST
MORTGAGE SECURITIES TRUST 2004-R1,
ASSET-BACKED PASS-THROUGH CERTIFICATES,
SERIES 2004-R1

) Case: 09CH3797

)

) Judge Raymond A. Bolden

)

)

)

PLAINTIFF

)

)

VS

)

)

LAUREN SCHEFFERS A/K/A LAUREN LEE
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN
OWNERS AND NON RECORD CLAIMANTS;

)

DEFENDANTS

)

NOTICE OF FILING

To: **By ordinary mail**
Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

By ordinary mail
Denis Pierce
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

PLEASE TAKE NOTICE that on October 25, 2010, Defendant/Counter-Plaintiff filed in person with the Clerk of the Circuit Court of Will County, Illinois, the *Defendant Reply in Support of Defendant Motion for Summary Judgment Pursuant to 735 ILCS 5/2-1005 - Corrected*, a copy of which was served up on you on October 22, 2010.

Lauren L. Scheffers
Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

Case 09CH3797, Filed 08/26/2009

Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

PROOF OF SERVICE

The undersigned certifies that true and correct copies of the foregoing instrument, *Defendant Reply in Support of Defendant Motion for Summary Judgment Pursuant to 735 ILCS 5/2-1005 - Corrected*, to be served upon

Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0309 2880 0000 4444 8455, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 5:00 p.m. this 23rd day of October, 2010, and to

Denis Pierce
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0309 2880 0000 4444 8462, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 5:00 p.m. this 23rd day of October, 2010.

Lauren L. Scheffers
Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

Oct 23 2010
Date

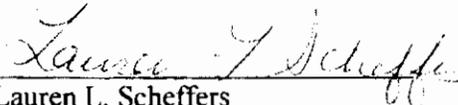
Sworn to and subscribed before me this the 23 day of October, 2010.

Michael J. [Signature]

My Commission Expires: 12-01-10

**DEFENDANT CERTIFICATION – DEFENDANT REPLY IN SUPPORT
OF DEFENDANT MOTION FOR SUMMARY JUDGMENT
PURSUANT TO 735 ILCS 5/2-1005 - CORRECTED**

Under penalties as provided by law pursuant to Section 1-109 of the Code of Civil Procedure (735 ILCS 5/1-109/from Ch. 110, par. 1-109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes the same to be true.


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651


Date

Sworn to and subscribed before me this the 22 day of October, 2010.



My Commission Expires:

12-03-10

STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,	)	Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)	
THE CERTIFICATE HOLDERS FOR AMERIQUEST	)	Judge Raymond A. Bolden
MORTGAGE SECURITIES TRUST 2004-R1,)	
ASSET-BACKED PASS-THROUGH CERTIFICATES,)	
SERIES 2004-R1)	
)	
PLAINTIFF)	
)	
VS)	
)	
LAUREN SCHEFFERS A/K/A LAUREN LEE)	
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)	
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)	
OWNERS AND NON RECORD CLAIMANTS;)	
)	
DEFENDANTS)	

**DEFENDANT REPLY IN SUPPORT OF
DEFENDANT MOTION FOR SUMMARY JUDGMENT
PURSUANT TO 735 ILCS 5/2-1005 - CORRECTED**

NOW COMES Lauren L. Scheffers, Defendant Pro Se (“Defendant”), and as its Reply in support of the Defendant Motion for Summary Judgment states as follows:

The Plaintiff and its two law firms, Pierce & Associates and Dykema Gossett, and their several attorneys have perpetrated a Fraud Upon the Court with this instant case against a pro se litigant, as supported below and as submitted by the Defendant under Section 1109 certification. As a direct result, the Defendant prays that the Court will grant the Defendant Motion for Summary Judgment to deny the Plaintiff Complaint to Foreclosure Residential Mortgage, as a matter of law.

STATEMENT OF FACTS

1. Per the 09/14/10 Court Order (see attached Exhibit B, "Each party may file a response to any outstanding motion filed by the other party within 28 days (Oct. 12, 2010)."
2. Plaintiff failed to file any response by 10/12/10 to the Defendant Motion for Summary Judgment.
3. Plaintiff failed to file any response by 10/12/10 to the Defendant Motion to Strike Plaintiff 09/14/10 UNRECORDED Motions as discussed at length during the 09/14/10 hearing (see attached Exhibit C).
4. Yet, the Plaintiff filed a Reply in Support of its (Plaintiff) Motion for Summary Judgment (see attached Exhibit D) with many false statements:
 - a. False statement that the Plaintiff "has submitted into the record an affidavit evidencing Defendant's default" (Argument, pg. 3)
 - 1) No Plaintiff Affidavits submitted under Section 1109 certification are part of the record, a Fraud Upon the Court.
 - b. False statement that "Plaintiff is unaware of any statute <sic> or rule that requires notices of motion to be recorded" with no reference to the three motions not being recorded (Argument, pg. 3).
 - 1) Defendant also stated that none of the 09/14/10 Motions themselves were recorded and remain unrecorded to this date.
 - 2) Plaintiff's counsel is apparently unaware of the Local Court Rules, 12th Judicial Circuit Court, Will County (***bolding added) that "**All motions shall be in writing, and a copy of the motion and a statement that it has previously been served upon all counsel of record shall be**

served with the notice and filed with the Clerk.” (see Exhibit 1.3 above, pg. 11, Section C. Content of Notice)

c. The Plaintiff cites rulings from 1988 (*****bolding added**) related to “**a lender’s possession and production into evidence of a note and mortgage**” (last paragraph of pg. 2) and from 1994 “the Mortgagee only needs to submit into evidence the mortgage and note” (top paragraph of pg. 3). Yet,

- 1) The Plaintiff is clearly not the lender,
- 2) The Plaintiff is a Mortgage-Backed Securities Trust, not a Mortgagee,
- 3) The Plaintiff cannot established “Holder in Due Course” due to missing assignments and a fabricated assignment, and
- 4) The Plaintiff has already admitted not having possession of either, a Fraud Upon the Court.

5. Per an e-mail exchange between the Defendant and Pierce & Associates regarding the Defendant’s DuPage County property (see attached Exhibit E inclusive), Pierce & Associates is well aware of the requirement of the Plaintiff to submit a Lost Note Affidavit, if the Plaintiff does not possess the original note. Yet, no such Lost Note Affidavit was submitted to the Court in this instant case.

6. Per the Will County Treasurer (see attached Exhibit F inclusive), the Defendant is accruing ongoing financial harm for failure to pay approximately \$500/month in real estate taxes for all of 2008, all of 2009, and through current 2010.

LEGAL ARGUMENT

1. According to ILCS 735 5/Art. XV, Illinois Mortgage Foreclosure Law (see attached Exhibit 1.1), the Plaintiff may not elect to enforce its security under the Illinois Mortgage Foreclosure Law, because the Trust is a Mortgage-Backed Security Trust, not a Land Trust.

2. According to ILCS Uniform Commercial Code, 910 ILCS 5/Article 3 re: *Negotiable Securities* (see attached Exhibit 1.2), the Plaintiff cannot enforce its alleged security under the UCC. The Plaintiff does not hold either the original mortgage or the original note, and “investigation continues” to determine who does (see attached Exhibit A, pgs. 2-3).

3. According to ILCS 765 5/0.01 re: Illinois Conveyances Act (see attached Exhibit 1.3), the Will County property records determine property liens. Since there is no legally enforceable “Holder in Due Course”/chain of title recorded with the Will County Recorder from the original lender, Town & Country Credit to Ameriquest Mortgage Company to Ameriquest Securities to Deutsche Bank National Trust, the Plaintiff is not “Holder in Due Course” (see attached Exhibit 1.2, Sec. 3-302, Holder in due course, pgs. 3-4).

4. Additionally, the Defendant requests the Court take judicial notice of the Illinois Department of Registration website that indicates that Deutsche Bank National Trust is not licensed to do business in Illinois (see attached Exhibit 1.7). Therefore, the door to the Will County courts is closed to the Plaintiff.

5. According to ILCS 735 5/Art. II, Pt. 10, Code of Civil Procedure, re: Summary Judgment (see attached Exhibit 1.56) as implemented by the Local Court Rules, 12th Judicial Circuit Court, Will County, IL, Section 4.04 re: Notice of Hearing of Motions, requirements for Summary Motions, pgs. 1, pgs. 10-12 (see attached Exhibit 1.6), the Plaintiff has failed to file:

- a. A Response to the Defendant Motion for Summary Judgment or
- b. A Response to the Defendant Motion to Strike the Plaintiff Motion for Summary Judgment.

6. ~~At no time has the Plaintiff's filing counsel or its litigation counsel submitted~~ sworn affidavits as required by 735 ILCS 5, Section 2-619, because doing so would constitute perjury by an Officer of the Court.

- a. ~~Any such sworn affidavits would be relevant to the current, ongoing~~ investigation of the Illinois Attorney General into foreclosure fraud.
- b. Due to the many reports of foreclosure fraud across the country, the New York Supreme Court has implemented new filing requirements, effective immediately to "ensure the integrity of the home-foreclosure process" (see attached Exhibit 1.8).

7. Per 735 ILCS 5/Sec. 2-610 (see attached Exhibit 1.4, ***bolding added), **"Every allegation, except allegations of damages, not explicitly denied is admitted."**

- a. Since neither the Plaintiff's filing counsel nor its litigation counsel has ever addressed any of the Exhibits submitted under Section 1-109 certification by the Defendant, let alone denied any of the Exhibits, those Exhibits are admitted.
- b. Since neither the Plaintiff's filing counsel nor its litigation counsel filed a Response to the Defendant Motion for Summary Judgment, there are no material facts in dispute.

SUMMARY

1. In summary, by the failure of the Plaintiff's two major law firms, Pierce & Associates, Dykema Gossett and their attorneys, to even file a Response to the Defendant Motion for Summary Judgment, there is clearly no genuine issue as to any material facts in dispute to justify a denial of this Defendant Motion for Summary Judgment against the Plaintiff's Complaint to Foreclose Residential Mortgage.

2. Furthermore, the Defendant Motion for Summary Judgment to deny the Plaintiff's Complaint to Foreclose Residential Mortgage should be granted ***WITH PREJUDICE*** for the following reasons:

- a. The Plaintiff trust is not a land trust, so the Plaintiff cannot enforce its interest under the Illinois Mortgage Foreclosure Law.
- b. There is no legally enforceable way that the lack of recorded assignments with the Will County Recorder can be "corrected" to demonstrate the Plaintiff is "Holder in Due Course".
- c. The assignment from Town & Country Credit to the Plaintiff is clearly fabricated, because the Seller to the Plaintiff trust was not Town & Country Credit per the Trust Prospectus filed with the Securities Exchange Commission. The use of that assignment in this Court is a Fraud Upon the Court.
- d. The Plaintiff's counsel admitted that "investigation continues" as to who holds "an" original of the mortgage or "an" original of the note. Yet, the Plaintiff did not withdraw the Complaint to Foreclose Residential Mortgage. That failure is a Fraud Upon the Court, as well.

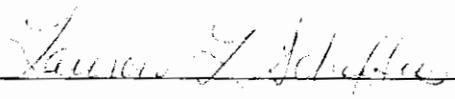
CONCLUSION

WHEREFORE, for the reasons stated herein, the Defendant prays that this Honorable Court:

1. Grant Defendant's Motion for Summary Judgment to deny the Plaintiff's Complaint to Foreclose Residential Mortgage *WITH PREJUDICE*,
2. Such other or further relief as the Court deems proper under the circumstances, including Defendant fees, filing/recording/transportation/parking/Staples copy costs/home printing costs, and an hourly rate for Defendant's hundreds of hours spent over the past year researching and creating the many "term paper" pleadings and preparing for/participating in the many hearings on 11/24/09, 01/28/10, 03/16/10, 04/27/10, 05/13/10, 06/22/10, 06/24/10, 07/03/10, 07/22/10, 08/12/10, 09/14/10, when the Plaintiff never had possession of the original mortgage or the original note at all, a gross waste of judicial resources, as well,
3. Refer the Plaintiff, its law firms, Pierce & Associates, Dykema Gossett, and their several attorneys, to the Illinois Attorney General under ILCS 720 5/Art. 16H, Illinois Financial Crime Law (see attached Exhibit 1.9), and
4. Refer the Plaintiff's law firms, Pierce & Associates, Dykema Gossett, and their several attorneys, to the IARDC for investigation related to attorney ethics violations, false statements to the Court, Fraud Upon the Court and Class 3 Felonies for serving the Defendant the 09/14/10 Motions with references to affidavits under Section 1 109 that were not served upon the Defendant nor were they filed with the Court.

The Defendant specifically reserves the right to submit a Motion for Sanctions in this instant case, since the sanctionable actions continue to escalate.

Respectfully Submitted,



Lauren L. Scheffers, Defendant Pro Se
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

**LIST OF EXHIBITS – DEFENDANT REPLY IN SUPPORT OF
DEFENDANT MOTION FOR SUMMARY JUDGMENT
PURSUANT TO 735 ILCS 5/2-1005 - CORRECTED**

EXHIBIT

Nbr Description

1. Defendant Reply in Support of Defendant Motion for Summary Judgment Pursuant to 735 ILCS 5/2-1005 - Corrected (8 pgs.)
2. Defendant Certification – Defendant Reply in Support of Defendant Motion for Summary Judgment Pursuant to 735 ILCS 5/2-1005 - Corrected (1 pg.)
3. Proof of Service (1 pg.)
4. List of Exhibits (3 pgs.)

EXHIBIT 1, Relevant Law

Nbr Description

1. ILCS 735 5/Art. XV, Illinois Mortgage Foreclosure Law (1 pg.)
2. ILCS Uniform Commercial Code, 910 ILCS 5/Article 3 re: Negotiable Securities (7 pgs.)
3. ILCS 765 5/0. 01 re: Illinois Conveyances Act (7 pgs.)
4. ILCS 735 5/Art. II, Pt. 6, Code of Civil Procedure, re: Pleading (7 pgs.)
5. ILCS 735 5/Art. II, Pt. 10, Code of Civil Procedure, re: Summary Judgment (1 pg.)
6. Local Court Rules, 12th Judicial Circuit Court, Will County, IL, Section 4.04 re: Notice of Hearing of Motions, requirements for Summary Motions pg. 1, pgs. 10-12 (4 pgs.)
7. State of Illinois Corporation/LLC Search Results re: Plaintiff not found (1 pg.)
8. Wall Street Journal article, 10/20/10, regarding the New York Supreme Court new filing requirements to ensure the integrity of the home-foreclosure process (2 pgs.)
9. ILCS 720 5/Art. 16H, Illinois Financial Crime Law (4 pgs.)

EXHIBIT A: 02/26/10 Plaintiff's Response to Defendant's First Request for Production (6 pgs.)

Nbr Description

1. Many totally false Trustee statements
 - a. Borrowers never receive original mortgage/notes
 - b. Lenders always maintain original mortgage/notes as critical legal documents to support foreclosure complaints
2. Trustee states that it is searching for **an original** of the **mortgage** and will produce it to Scheffers upon locating it. **Investigation continues.**
3. Trustee states that it is searching for **an original** of the **note** and will produce it to Scheffers upon locating it. **Investigation continues.**
4. Trustee states that it is searching for **an original** of the **assignment** and will produce it to Scheffers upon locating it. **Investigation continues.**
5. Trustee totally failed to produce the Defendant's request for the original sale or assignment documentation **prior to this Trust's closing date of February 6, 2004** to support the filing with the Securities Exchange Commission.

NOTE: Trustee failed to produce the Defendant's request for a copy of the portion of the Prospectus submitted to the Securities Exchange Commission for this Ameriquest Mortgage Securities Trust 2004-R1 that verifies that this mortgage and note were included

**LIST OF EXHIBITS – DEFENDANT REPLY IN SUPPORT OF
DEFENDANT MOTION FOR SUMMARY JUDGMENT
PURSUANT TO 735 ILCS 5/2-1005 – CORRECTED (con't.)**

EXHIBIT F: Unpaid Real Estate Taxes

Nbr Description

1. Notice of Application and Sale of Delinquent Property for the Year 2008 (1 pg.)
2. Notice of Application and Sale of Delinquent Property for the Year 2009 (1 pg.)

NOTE: Due to this ongoing litigation for almost a year, Defendant is accruing ongoing financial damage of approximately \$500/month, as well as damage to the Defendant's credit rating after the Chapter 7 Bankruptcy was discharged on May 5, 2009.

TWELFTH JUDICIAL CIRCUIT
CIRCUIT COURT OF WILL COUNTY



14 West Jefferson Street
Joliet, Illinois 60432
(815) 727-8548
Fax (815) 727-8817

Chambers of
RAYMOND E. ROSSI
Circuit Judge

March 22, 2011

DOCKET STATES
03/22/11 03/28/11
NO NOTICE TO
ROBERT DESINGER
ARE TO
AMY JONKER

Ms. Norma Quiroz
Pierce & Associates
1 North Dearborn, Suite 1300
Chicago, Illinois 60652

NON-ATTORNEY

RE: 09 CH 3797 / Deutsche Bank vs. Scheffers, et al.

Dear Ms. Quiroz:

Enclosed please find a copy of the Memorandum Decision and Order entered by Judge Raymond Rossi in the above-captioned cause.

Very truly yours,

Lu Ann Hatfield
Secretary, Chief Judge's Office

Cc: file

Mr. Richard Kavanagh, 111 N. Ottawa St., Joliet, IL 60432

Ms. Lauren Scheffers, 1305 Morningstar Ct., Naperville, IL 60564

?

Enclosure

STATE OF ILLINOIS)
) SS.
COUNTY OF WILL)

FILED
11 MAR 22 PM 2:21

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,)
AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE)
CERTIFICATE HOLDERS FOR AMERIQUEST)
MORTGAGE SECURITIES TRUST 2004-R1, ASSET-)
BACKED PASS-THROUGH CERTIFICATES, SERIES)
2004-R1,)

Plaintiff,)

-vs-

Case No. 09 CH 3797

LAUREN DEFENDANT a/k/a LAUREN LEE)
DEFENDANT; UNKNOWN HEIRS AND LEGATEES)
OF LAUREEN DEFENDANT, IF ANY; UNKNOWN)
OWNERS AND NON-RECORD CLAIMANTS,)

Defendants.)

COPY

MEMORANDUM DECISION AND ORDER

This cause coming on to be heard on five motions of the parties: Plaintiff's Motion for Summary Judgment, Defendant's Motion for Summary Judgment, Plaintiff's Motion to Strike Defendant's Motion for Summary Judgment, Defendant's Motion to Strike Plaintiff's Motion for Summary Judgment and Defendant's Motion for Sanctions, the Court hearing the arguments of counsel for Plaintiff and of Defendant, reviewing the Motions and Memoranda submitted in connection with each motion, requesting of Plaintiff's counsel that he provide a copy of the original note together with an affidavit evidencing the location of the original note and the assignments made from the original

NOT DONE
IMFL REQUESTS BOTH NOTE & MORTGAGE ORIGINARS IN OPEN COURT FOR JUDGMENT

Ⓢ mortgagee and servicer to the Plaintiff(s) in the above-referenced cause, and the Court being otherwise fully advised in the premises, FINDS AS FOLLOWS:

A. Prior Motions and Rulings

This action has seen an inordinate amount of motion practice by both parties and, in particular, documents and exhibits submitted by Defendant (see March 3, 2011 Report of Proceedings, p.6: "There's 11 [binders]") considering the instant action is one to foreclose a residential mortgage of some \$200,000.00. Prior to the instant motions, Defendant filed a motion to quiet title, which was previously denied by Judge Richard Siegel, an Answer, Counterclaim and Affirmative Defenses. Plaintiff filed a Motion to Dismiss the Affirmative Defenses and Counterclaim and Defendant filed various motions to amend and to reconsider thereto. In general, Defendant alleged the following host of wrongdoings in various motions and pleadings:

UNDER 1-109 CERT.

- 1. that Plaintiff is not the real party in interest, **TRUE**
- 2. that Plaintiff's attorneys have committed fraud on the court and filed *fraudulent documents*, **TRUE**
- 3. that Plaintiff has no legal standing, **TRUE**
- 4. that there are variances between Plaintiff's name in the referenced action and the bankruptcy action Defendant previously filed; **VIOLATES CEASE & DESIST ORDER OF COURT**
- 5. that the mortgage was sold in violation of numerous federal and state laws **NOT VALID SUMMARY**
- 6. that Defendant was forced to pay predatory settlement costs; **TRUE IN THIS ACTION**
- 7. that Plaintiff is unable to produce the original note and mortgage;

HAVE YET TO PRODUCE EITHER - NOT EVEN AFFIDAVIT OF MTS.

**PER EXHIBITS
1-109
NOT
DENIED**

**THE
TRUST
NAME
R1 -
R3
ACTION**

8. that the assignment recorded with the Will County Recorder is fraudulent;

TRUE / ALL SIGNATURES ON

9. that Plaintiff failed to protect itself with title insurance

BACK OF NOTE

10. that the notice of intent to foreclose did not meet the notice of default requirements;

TRUE

11. that Plaintiff violated numerous requirements of RESPA in 2003;

TRUE

12. that Plaintiff violated TILA in 2003; and

FRAUD HAS 3 YR. STATUTE

13. that Plaintiff violated the Fair Debt Collection Practices Act;

STILL IS

DEBT FROM

Defendant admits in her Answer that the Defendant signed the mortgage but

NOTICE

NOTICE

denies other allegations and repeatedly states that the Plaintiff has no legal standing and

STILL TRUE

is not the real party in interest. Further, Defendant filed 26 affirmative defenses alleging

fraud and attached well over 200 pages to the answer and counter-complaint. Many of

TOTALLY FALSE

the exhibits are thoroughly irrelevant, including AT & T phone bills, "a solar home picture", and Naperville codes, to name a few of the many exhibits.

WHAT ABOUT THE MANY OTHERS?

Noteworthy to the instant cross-motions for summary judgment was Plaintiff's

Response to Defendant's Motion to Quiet Title which allegedly attached as Exhibit B a

copy of the written assignment of mortgage evidencing the transfer. The assignment of

mortgage was allegedly executed on January 15, 2009 and recorded with the Will County

Recorder of Deeds on March 18, 2009. The assignment evidenced the intent that the

mortgage and note be transferred to Plaintiff and describes the instrument number

recording date, PIN number and legal description. The assignment cannot now be found

by this Court and therefore this Court requested that Plaintiff provide such

documentation.

ORIGINAL?

UCC REQUIRES PHYSICAL TRANSFER

**SIGS ON NOTE
COUNTER**

NO REALTY AS REQUIRED

WITH 1-1099 EXHIBITS

INCORRECT SUMMARY

Defendant further argued then and now that Plaintiff does not have standing because there has been no evidence of the assignment, and therefore she concludes the original mortgage lien should be released. However, as pointed out to Defendant, even

NOT WHAT I SAID

assuming *arguendo* that Plaintiff did lack standing, the original mortgage lien would remain a valid subsisting lien on the property.

TO WHO / CLOUDED TITLE

NOT PER BELOW CITY RESIDENTIAL LAYS

Also noteworthy to the instant cross-motions for summary judgment is Plaintiff's

SEVERAL NOT DEBT

April 16, 2010 Response to Defendant's Motion to Dismiss that stated that Defendant's Motion to Dismiss should be denied because 1.) the motion was procedurally improper;

2.) the trustee has standing to sue; and 3.) the trustee did not violate the Illinois Mortgage

NOT IN MFL

Foreclosure Act or the Illinois Conveyance Act. Further, Plaintiff correctly argued that

there is no obligation to attach originals to a foreclosure complaint. Plaintiff also argued

that Defendant failed to show how Plaintiff violated the Illinois Conveyance Act because

TRUE - MFL BECAUSE IN OPEN COURT FOR JUDGMENT

the assignment was recorded after the trust was closed and failed to explain how this

would affect the trustee being a holder in due course. Also, the Defendant argued that the

Illinois Conveyance Act was violated and that there are differences in the trust

prospectus, but she failed to argue or show she is a third party beneficiary of the trust

prospectus and therefore lacks standing.

2ND PARTY DEFENDANT

The Report of Proceedings from January 28, 2010 before Judge Siegel are not only relevant and at issue in the instant cross-motions for summary judgment, but are somewhat typical of the colloquy between the parties and the Court:

> Defendant immediately demands a business card and ARDC number of

Plaintiff's counsel and states that she has turned the matter over to the ARDC.

NOTE: JAMES DOUGHERTY ANTICIPATED BECAUSE DYNEMA FILED ITS APPEARANCE AS 2ND LAW FIRM

NOT BASED ON NOTE TO BANK

NO PROOF IN IS NOTE THE TRUST

ALMOST ALL HEADLINE

P. COVER LEGAL CE W/ NO IALDR # OF PRINTING NAME

> The Court admonishes Defendant not to bring in collateral allegations of references of cases to other agencies.

THE COURT SPECIFICALLY REQUESTED A DEFENSE ATTORNEY TO DO SO

> The Court asks Defendant several times whether she is proceeding on a motion to quiet title.

> Defendant states that she is not aware who the holder of the lien is. P.6

NOT ABOUT

> Defendant argues that the Plaintiff does not have legal standing because

he could not produce the original mortgage, but the Court states that the only requirement is that a true copy of the mortgage be attached.

FOR FILING - NOT FOR JUDGMENT

> Plaintiff states that they are foreclosing one mortgage and that the Defendant had other mortgages, and the Court states that the other mortgages are

WRONG

PER MFC

irrelevant. P.9.

NOT FOR IL FIN CRIMES ACT (EFCO)

> Plaintiff states on that the assignment of the mortgage was recorded.

Defendant states that the assignment was fraudulent because of the effective date was 2009 for a trust that closed in 2004. P.11

VIOLATES REMIC TRUST FILE

> Plaintiff states that the action was filed August 26, 2009 and at that time

Deutsche Bank was the title holder of the loan. Defendant admits there are 3 mortgages on the property. P.16.

NOT CAPABILITY, PER MFC COMPLAINT!

> The Court states that the bankruptcy court had no authority to alter the right to proceed *in rem* against the property. Defendant continues to argue that

there is fraud and the Court responds: "Don't give me internet stuff. Ok. Unless you can pull up a whole chain of information establishing the veracity of it to get over the hearsay requirement." P.17.

DBNT CANT PROVE IT HAS ANY LEAD

ORIGINAL NOTE + MORTGAGE MUST BE PRODUCED IN OPEN COURT

ASB IN DEFAULT ALSO FROM TOY FLOWERS NOT TRUST SECURED TO TRUST

YES, IT DOES SECURED CREDITORS CITY RES, NOT DBNT

**NOT PER IL COURT ORDER
- NO ASSIGNMENT RECORDS**

> Defendant states that Amerquest did not have legal right to sell to

Deutsch Bank. The Court and Plaintiff have a discussion that the Plaintiff is Deutsch Bank National Trust Company as trustee for the beneficiary. The Court asks Defendant to explain any inconsistency. P.19.

> Defendant states that Plaintiff is not the real party in interest and she is raising the issue of standing through the motions to quiet title. P.23

**BECAUSE I
DID NOT ONLY
TO
ANSWER**

> The Court states Plaintiff is not challenging the chain of title but is seeking to foreclose on the property to gain title. P.28.

> The Court denies the motion to quiet title because Defendant is seeking the wrong remedy. P.30.

NOT PER CURRENT COURT RULINGS

In spite of the protracted arguments and rulings, Defendant has again raised many

of the same arguments previously decided. Defendant has also shown considerable animus towards Plaintiff and the Court system. See e.g. March 3, 2011 Report of

BIAS + FALSE STATEMENT

Proceedings p. 16 (Defendant turned Plaintiff in to the IRS for tax fraud); p 23 (vitriolic language by Defendant directed against Judge Siegel and the 12 Judicial Circuit).

**MISAPPOINTMENT
OF FELLOW**

A defendant who appears pro se bears the consequences of his or her representation and cannot complain on appeal about the quality of his or her defense.

Faretta v. California, 422 U.S. 806, 95 S.Ct. 2525, 45 L.Ed.2d 562 (1975). The right to represent oneself cannot be allowed to justify the defendant disrupting a hearing or trial

or as an excuse not to comply with procedural and substantive law. People v. Anderson, 262 Ill.App.3d 349, 198 Ill.Dec. 858, 633 N.E.2d 699 (1992) Pro se litigants are

presumed to have full knowledge of applicable court rules and procedures and must

**PLAINTIFF IS IN CONTEMPT
OF COURT PER 03/03/11
ORDER - NO PROBLEM
FOR COURT**

**PRO SE KNOWS
THE LAW -
COURT IS A LAWYER
DO NOT**

**NOT ANSWER
AS EXHIBIT
TO ALL**

comply with the same rules and procedures as would be required of litigants represented by attorneys. In re Estate of Pellico, 916 N.E.2d 45 (2nd Dist., 2009).

B. The Instant Motions

Turning attention to Defendant's instant motion for summary judgment, Defendant cogently sets forth her arguments on pages 2 and 3 of her motion. She states that the complaint to foreclose is invalid because the case has been assigned to the incorrect courtroom, that the land trust was not created contemporaneously with the collateral assignment of the beneficial interest, that the uniform commercial code has been violated and that the Illinois Mortgage Foreclosure Law is not the controlling law.

NOT A LAND TRUST!
NOT FOR SECURITY

**UNIFORM
COURT
REQUIRED**

Defendant further states that Plaintiff's litigation counsel has failed to submit sworn affidavits required by Section 2-619 "because doing so would constitute perjury by an officer of the court." Defendant's motion for summary judgment, p. 11. She then states that "since the Plaintiff failed to meet the U.S. Bankruptcy court requirements to file a complaint to correct the record before 05/04/09, the note was unsecured and was discharged on 05/05/09". Defendant then admonishes the Court to "enforce its own 08/12/10 order...by replying by mail its legal rationale for determining whether a response is necessary or whether the pleadings will be struck,"

**REQUIRED BY MFL
*ON THE FACE***

CRITICAL
SECURED CREDIT WAS NOT ADJUDICATED

CRITICAL - COURT FAILED TO DO

After filing a 15-page motion for summary judgment, Defendant files a memorandum in support of the motion for summary judgment that is 13 pages. Defendant continues to make statements such as: "waiver was in effect until the Lis Pendens was filed for this property on 08/26/09, which was after the Chapter 7 Bankruptcy was discharged on 05/05/09. Therefore, THE DEFENDANT COULD NOT HAVE RAISED THESE ISSUES IN THE CHAPTER 7 BANKRUPTCY."

SEE PG. 11 TOP FOLLOWING

CRITICAL

100% OF DEFENSE + COUNSEL WERE DENIED IN ERROR!

Memorandum in Support of the Motion for Summary Judgment p.9. [Emphasis not added.]

Defendant continues: "In addition, per the many reports of proceedings, it appears that the Court failed to even read the Defendant's pleadings and admitted to not even having them in Court. The Court even failed to read the courtesy copies for the motion to reconsider..." Defendant's Memorandum in Support of the Motion for Summary Judgment p11. "As a matter of law, the Court cannot be in a position, both personally and as an officer of the Court of the Twelfth Judicial Circuit Court, of violating Federal Bankruptcy laws by enabling Plaintiff and its two law firms in this ongoing attempt to collect an unsecured note that was discharged in the Defendant's Chapter 7 Bankruptcy." Defendant's Memorandum in Support of the Motion for Summary Judgment p12. She also makes an allegation that to grant "any order of foreclosure and sale...the Court set a

**TAKE
JUDGE
SHEER
BLIND
MINDFUL**

precedent that the Will County Recorder files are totally corrupt and the property records department is no longer needed." Defendant attaches a "list of exhibits" and exhibits to her motion for summary judgment. The list, which is single spaced, is 18 pages in length. The exhibits include the docket sheet with marker underlines and references to Illinois Statutes many of which are irrelevant to these proceedings. Further, her complaints allege out of state violations citing newspaper articles and unrelated Florida subpoenas.

**SHE CONTACTED DOJ ON
MY BEHALF
TO SAVE
COURT
TIME
AND MANY BILLIONAIRE
DEBTS**

In the recent Third Appellate District case of Deutsche Bank National Trust, as Trustee of Arnerquest Mortgage, No. 3-09-0259 (ironically the same plaintiff as in the instant cause and arising from an appeal from the Circuit Court of the 12th Judicial Circuit), the Appellate Court confirmed that conclusory allegations of wrongdoing by Defendant, in that case forgery, were insufficient as a matter of law to controvert the

**PRE TRANSCRIPT - NOT FINAL
NOT AVAILABLE TO PRO SE
NOT INCLUDE W/ CONTEXT**

THIS DEFENDANT
ALL 1-109
P AFFIDAVIT
FAIL

factual allegations of plaintiff's foreclosure complaint. The Court further noted that Defendant failed to attach an affidavit by a party with personal knowledge of the alleged facts. Further, the Defendant's allegations of fraud also failed in spite of an affidavit, given the lack of specificity. The Court summarizes its decision to affirm the judgment of foreclosure in stating that the conclusory allegations contained in the petition are insufficient to controvert the factual allegations of P's foreclosure complaint, citing First Federal Savings & Loan Assn of Ottawa v. Chapman, 116 Ill. App. 3d 950 (1983).

1-109
THEY
MAY
EMERGE

NOT
T+C
LENDER

In the instant matter, both parties agree that there are no issues of material fact.

March 3, 2011 Report of Proceeding p 42. Where parties file cross-motions for summary judgment, they invite the court to decide the issues presented as a matter of law. Insurance Corp. of Hanover v. Shelborne Associates, App. 1 Dist.2009, 329 Ill.Dec. 138, 389 Ill.App. 3d 795, 905 N.E.2d 976. Finally, contract construction and interpretation are generally well suited to disposition by summary judgment. William Blain and Co., LLC v. FI Liquidation Corp., App. 1 Dist.2005, 294 Ill.Dec. 348, 358 Ill.App.3d 324, 830 N.E.2d 760, appeal denied 298 Ill.Dec. 391, 216 Ill.2d 737, 839 N.E.2d 1038.

NOT
ISSUED

P NEVER
DENIED
SO, NO
DISPUTE

WRONG UCC

OF
D MST
NEG
SEC
TOTALLY
IGNORED
\$43-
48

THE COURT BEING OTHERWISE FULLY ADVISED IN THE PREMISES,
IT IS HERE BY ORDERED AS FOLLOWS:

1. Plaintiff's Motion to Strike the Motion for Summary Judgment of the Defendant is denied and Defendant's Motion to Strike the Motion for Summary Judgment of the Plaintiff is denied. The cross-motions for summary judgment have been fully briefed. There does not appear to be good cause either in law or in the facts of the instant matter to deny either of the parties the opportunity to file its or her motion for summary judgment.

NO
INSURANCE
NOT PART
OF
RECORD
FOR
APPEAL

FROM
09/10
PRESENT
DAY
NEVER
RECALLED

3 SENTENCES
OR SEVERAL PAGES
TO JUDGE
"COPY"

BASIC

NO RECORDING OF FIRST? OR AFFIDAVIT?

Moreover, the respective Motions to Strike are either based upon hyper-

technical violations of procedure, based on previously addressed issues or have no basis in law or fact that can be acquired from the record.

NOT PART OF THE RECORD

Defendant's Motion for Sanctions is denied. There is no sound basis for the imposition of sanctions against Plaintiffs and Defendant's confused in her interpretation of the law and regarding the factual allegations she has made.

NO REFERENCE TO ENHANCED FALSE STATEMENTS ORAY FOR WHY DID SIEBEL REFUSE? BIAS

3. Defendant's Motion for Summary Judgment does not address the merits of the complaint, but rather makes assertions that have no basis or that are simply untrue such as:

- The "Twelfth Judicial Circuit Court has assigned this case to the incorrect courtroom,"
- That "the Illinois Mortgage Foreclosure Law ("IMFL") is not the controlling law for this action and all prior rulings by the Court based solely by the IMFL are void as a matter of law",
- That Article 3 of the Illinois Uniform Commercial Code *controls and accordingly* "the Plaintiff does not have legal standing to enforce the "bare paper note", **BEARER!**
- That the pleadings and supporting exhibits filed by Defendant has not been denied by Plaintiff, and therefore all of the exhibits submitted by Defendant are admitted,
- That the "Plaintiff's ongoing collection efforts throughout these many proceedings violate Federal Bankruptcy Law".

ALL GROUNDS FOR APPEAL

ON WHAT BASIS

SEE PG. 7 PREVIOUS BOTTOM

Each of these assertions by this Defendant is found to be insufficient and lacking. Moreover, the arguments were previously framed in Defendant's affirmative defenses and counterclaim, which were previously dismissed by the Court. Therefore Defendant's Motion for Summary Judgment is denied.

IN ERROR

4. Plaintiff's Motion for Summary Judgment is problematic. Defendant filed an Answer admitting that she signed the promissory note and mortgage and defaulted in making payments for a considerable amount of time. Defendant admits that most of her defenses to Plaintiff's Motion for Summary Judgment have been previously addressed and denied by Judge Siegel. See March 3, 2011 Report of Proceedings pp 4-5, 60-62. Likewise, Defendant has further failed to offer any competent proof of contradict that she is in default on the subject note and mortgage.

TO TOWN + COUNTR NOT TO DENY

NOT INCLUDE WHAT ABOUT PLAINIFF? 43-48 ??

Helpful to Plaintiff's cause is that it has followed the suggested short

form for a complaint to foreclose mortgage, as found in 735 ILCS 5/1504.

Further, attaching a copy of the note and mortgage to the complaint meets the pleading requirements. Farm Credit Bank of St. Louis v. Biethman, 262 Ill. App. 3d 614, 634 N. E. 2nd 1312 (5th Dist. 1994)

NO SIGNATURES ON BACK OF NOTE

NOT JUDICIAL REFS PER MAR

Nevertheless, Plaintiff's motion must be denied based upon

Plaintiff's failure to provide a copy of the note and the mortgage and the chain of assignments, requested by this Court during oral argument of the instant motions. The request was made on several occasions during the March 3, 2011 oral arguments on the five instant motions (March 3, 2011 Report of Proceedings pp 52—55, 64, 66, 69, 74-77. By letter dated March

NEVER YET

NOT A. ALL NOT VALID IF NOT REIGNED

16, 2011, counsel for Plaintiff stated that a copy of the affidavit that was filed by the Plaintiff evidencing the current location of the original note is attached to the letter. Although two Affidavits of Prove-Up were attached to the letter, neither of the affidavits made any mention of the current location of the note or mortgage or how the present Plaintiff(s) are connected to the original mortgagee. Additionally, in spite of this Court's order that Plaintiff provide Defendant with a copy of the affidavit(s), Plaintiff notes in its March 16, 2011 letter to this Court that it has only sent Defendant a copy of its cover letter and not the two affidavits of prove-up ostensibly relied upon by Plaintiff to meet the Court's order regarding the current location of the note or mortgage or how the present Plaintiff(s) are connected to the original mortgagee.

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OF COURT

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COURT
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A TRIAL

Accordingly, Plaintiff's Motion for Summary Judgment is likewise denied. It appears to this Court that Plaintiff's defects could be cured by providing the documentation requested by the Court, but if it fails or cannot do so, trial of this cause is appropriate and a shorter process than the motion practice that has taken place.

- 5. This matter is set for further status on April 4, 2011 at 9:00 a.m. in Courtroom 401 at which time the Court will set this matter for trial.

DATED THIS 22nd DAY OF MARCH, 2011

AND
NOT
SERVED
UPON
COUNSEL

ENTER: Raymond A. Rossi
RAYMOND A. ROSSI
CIRCUIT JUDGE



PIERCE AND ASSOCIATES
ATTORNEYS AT LAW
 1N. Dearborn Suite 1300
 Chicago, Illinois 60602

Denis B. Pierce, x 5242
 Katherine G. File, x 5224
 Sylvia J. Neumann, x 5240
 Jill D. Rein, x 5156
 Drana N. Athanasopoulos, x 5152
 Jennifer M. VanderWagen, x 5182
 Richard M. Rosenbaum, x 5194
 Jennifer L. Hawthorne, x 5176
 Susan D. Kozlowski, x 5180
 David J. Rhodes, x 5196
 Miranda L. Byrd, x 5166
 James J. Bernhard, x 5168
 Michael Kemock, x 5168
 Amanda Buck, x 5198
 Margaret O'Donnell, x 5178
 R. Elliot Halsey, x 5206
 Ann W. Lopez, x 5204
 John J. Knopic, II, x 5186

Tele: (312) 346-9088
 FAX: (312) 551-4400
<http://www.atty-pierce.com>

Andrew J. Nelson, x 5154
 Cheryl A. Considine, x 5170
 Amy Anne Aronson, x 5158
 Yanick E. Polycarpe, x 5192
 Dana N. O'Brien, x 5188
 Christopher M. Brown, x 5162
 Michael J. Halpin, x 5174
 A. Stravitz-Chapman, x 5164

Noonan & Lieberman
 Of-Counsel

E-Mail:
dpierce@att-pierce.com
fc@att-pierce.com
reinstate@att-pierce.com
Eviction@att-pierce.com

April 5, 2011

*** 04/05/11**
AFTER 04/04/11
HEARING
GRANTING PMST
PREVIOUSLY DENIED

Honorable Raymond E. Rossi
 Courthouse for the Circuit Court of the Twelfth Judicial Circuit
 14 West Jefferson Street
 Joliet, IL 60432

NOT PLAINTIFF

Re: Deutsche Bank v. Scheffers, et al., 09 CH 3797

Dear Judge Rossi:

Pursuant to the Court order entered on April 4, 2011 in this matter, enclosed please find the following documents:

→ **NO COPY TO DEFENDANT PRIOR TO COURT SIGNING**
 Plaintiff's proposed Order of Summary Judgment and Judgment for Foreclosure and Sale

* Notice of Filing evidencing the filing of copies of the original Note and Mortgage

DIFFERENT THAN EXH A

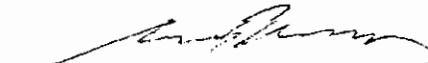
* Notice of Mailing evidencing that a copy of Plaintiff's Motion for Summary Judgment was mailed to Defendant Lauren Scheffers

AFTER GRANTED?

* Notice of Mailing evidencing that a copy of the March 22, 2011 order was mailed to Dykema.

ACTING AS AGENT FOR CLOUTIER?

Very truly yours,


 Michael R. Kemock

encls

cc: Lauren Scheffers
 1305 Morningstar Ct.
 Naperville, IL 60564

STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,
AS TRUSTEE IN TRUST FOR THE BENEFIT OF
THE CERTIFICATE HOLDERS FOR AMERIQUEST
MORTGAGE SECURITIES TRUST 2004-R1,
ASSET-BACKED PASS-THROUGH CERTIFICATES,
SERIES 2004-R1

PLAINTIFF

NO. 09 CH 03797

VS

JUDGE

Judge Siegel

LAUREN SCHEFFERS A/K/A LAUREN LEE
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN
OWNERS AND NON RECORD CLAIMANTS ;

DEFENDANTS

REFUSED

MOTION FOR SUMMARY JUDGMENT

PLAINTIFF moves this Court for the entry of Summary Judgment
against Defendant(s),

LAUREN SCHEFFERS A/K/A LAUREN LEE SCHEFFERS;

and in support thereof states as follows:

1. That Defendant(s) have filed their responsive pleadings to Plaintiff's Complaint to Foreclose Mortgage.
2. That the response pleadings fail to raise a material issue of fact, and Plaintiff is entitled to Summary Judgment pursuant to 735 ILCS 5/2-1005 of the Illinois Code of Civil Procedure.
3. That in support of this Petition, Plaintiff submits its Affidavit of Prove-Up and Attorney Fee Affidavit. **NOT INCLUDED**

WRONG

BOTH WRONG

WHEREFORE, Plaintiff requests that this Court enter Summary Judgment against Defendant(s).

LAUREN SCHEFFERS A/K/A LAUREN LEE SCHEFFERS;

NO S/B

PIERCE & ASSOCIATES
Attorneys for Plaintiff
Thirteenth Floor
1 North Dearborn
Chicago, Illinois 60602
Tel. (312) 346-9088
Fax (312) 346-1557
PA0924974

BY: _____
PIERCE & ASSOCIATES
Its Attorneys

**NO 1109 CERT
OR AFFIDAVIT**

GROUP EXHIBIT 13

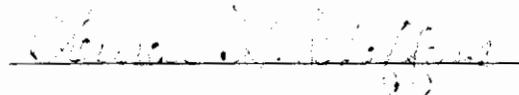
IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST) Judge Raymond E. Rossi
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
PLAINTIFF)
VS)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
DEFENDANTS)

NOTICE OF MOTION

To:	By USPS Priority Mail Denis Pierce Pierce & Associates Thirteenth Floor 1 North Dearborn Chicago, IL 60602	By USPS Priority Mail ATTN: David Co, Director Deutsche Bank National Trust Company, as trustee 1761 East St. Andrew Place Santa Ana, CA 92705-4934	By USPS Priority Mail Patrick Stanton, Amy Jonker Dykema Gossett PLLC 10 South Wacker Drive Suite 2300 Chicago, IL 60606
-----	--	---	--

PLEASE TAKE NOTICE that on **June 22, 2011 at 9:00 a.m.** in **Room 401** of the Will County Court House, 14. W. Jefferson Street, Joliet, Illinois 60432, the undersigned will present before the **Honorable Judge Raymond E. Rossi**, the Defendant *Motion to Vacate Judgment for Foreclosure and Sale*, a copy of which is served upon you.



Lauren J. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-305-3401

Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

PROOF OF SERVICE

The undersigned certifies that true copies of the foregoing instruments, Defendant *Motion to Vacate Judgment for Foreclosure and Sale*, to be served upon

Denis Pierce
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0310 2640 0001 7648 7742, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 5:00 p.m. this 7th day of May, 2011 and to

ATTN: David Co, Director
Deutsche Bank National Trust Company, as trustee
1761 East St. Andrew Place,
Santa Ana, CA 92705-4934

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0310 2640 0001 7648 7766, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 5:00 p.m. this 7th day of May, 2011 and to

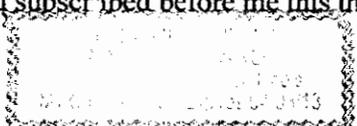
Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0310 2640 0001 7648 7759, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 5:00 p.m. this 7th day of May, 2011.

Lauren L. Scheffers
Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

May 7, 2011
Date

Sworn to and subscribed before me this the 7th day of May, 2011.

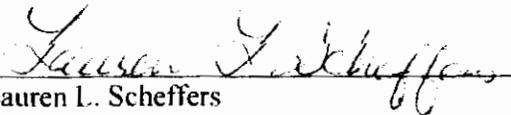


Marie Oberer

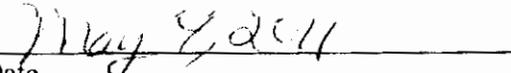
My Commission Expires: 4/3/13

**DEFENDANT CERTIFICATION – MOTION TO VACATE JUDGMENT FOR
FORECLOSURE AND SALE**

Under penalties as provided by law pursuant to Section 1109 of the Code of Civil Procedure (735 ILCS 5/1109/from Ch. 110, par. 1109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes the same to be true.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651


Date

Sworn to and subscribed before me this the 4th day of May, 2011.



My Commission Expires:

03/28/15



IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,	) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST	) Judge Raymond E. Rossi
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
)
PLAINTIFF)
)
VS)
)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
)
DEFENDANTS)

**DEFENDANT MOTION TO VACATE
JUDGMENT FOR FORECLOSURE AND SALE**

Lauren L. Scheffers, Defendant Pro Se (“Defendant”), moves this Court to vacate its erroneous April 8, 2011 Judgment for Foreclosure and Sale (see attached Group Exhibit C.10), as a matter of law.

Defendant requests judicial notice for the many exhibits available online, particularly the many recent rulings since the April 4, 2011 hearing (see attached Group Exhibit A inclusive) and the major Congressional and regulatory investigation results that have also been released since the April 4, 2011 hearing (see attached Group Exhibit B inclusive).

NOTE: As a professional courtesy, the List of Exhibits submitted with each pleading acts as a Table of Contents to the many Exhibits submitted under Section 1109 certification. The bullet points summarize the key legal issues/rationale for the Court with the complete Exhibits submitted for the full context with extensive emphases/commentary added by Defendant on the Exhibits themselves.

I. RELEVANT LAW – ILLINOIS

1. With each of the many pleadings throughout this instant action, Defendant has submitted Exhibit 1 of the many laws relevant to this instant action. Due to the failure of this Court throughout the many hearings over the past 1.5 years to rule based on foundational Illinois Civil Statutes and the Code of Civil Procedure, Defendant has repeatedly submitted the same relevant laws as the many grounds for appeal.

2. ~~Since the Court~~ clearly has failed to read the laws it was elected, and assigned by the Honorable Susan T. O'Leary, to enforce, the following have been submitted, recorded, and served at significant cost to Defendant, yet another time (see attached Exhibit 1 inclusive):

- a. ILCS 735 5/1-109, Code of Civil Procedure, re: Verification by Certification (see attached Exhibit 1.1)
- b. ILCS 735 5/Art. II, Pt. 10, Code of Civil Procedure, re: Summary Judgment (see attached Exhibit 1.2)
- c. ILCS 765 5/0.01, Illinois Conveyances Act (see attached Exhibit 1.3)
- d. ILCS 735 5/Art. XV, Illinois Mortgage Foreclosure Law ("IMFL") (see attached Exhibit 1.4)
- e. ILCS 810 5/Article 3, Uniform Commercial Code ("UCC"), re: Negotiable Securities and Part 3. Enforcement of Instruments (see attached Exhibit 1.5)
- f. ILCS 735 5/Art. II, Pt. 6, Code of Civil Procedure, re: Pleading (see attached Exhibit 1.6)
- g. Bayview Loan Servicing, L.L.C. v. Jeffrey Eden Nelson, Case No: 5-06-0664, (5th Dist., June 16, 2008), Rule 23 Order Filed May 21, 2008 (see attached Exhibit 1.7)

II. RELEVANT LAW – RECENT RULINGS

1. There have been many, very recent rulings and depositions in support of Defendant's Motions to Dismiss and Motion for Summary Judgment since the March 3, 2011 hearing (see attached Group Exhibit A, inclusive). Several specifically related to Deutsche Bank/Deutsche Bank National Trust. Several include detailed legal analysis by the various judges relative to securitization of notes by endorsements and what must be supplied to the Court to establish *prima facie* evidence for a Judgment for Foreclosure and Sale.

NOTE 1: These many rulings by experienced federal and state judges include appellate court rulings and supreme court rulings that validate the many issues Defendant has raised in pleadings with Exhibits submitted under Section 1109 certification. Yet, per the many Reports of Proceedings, the 12th Circuit Court judges have failed to reference a single Exhibit as competent evidence of material facts at issue, while the Plaintiff has failed to submit any competent evidence that this mortgage loan is in the Plaintiff's alleged trust or when the trust received the mortgage loan into the trust.

NOTE 2: The key legal issues relevant to the judicial errors in this instant action are documented in the List of Exhibits (see attached Exhibit 6).

- a. 2011/05/03 **North Carolina Court of Appeals, North Carolina Court of Appeals, No. COA10-361, Rex T. Gilbert, Jr. and Daniela L. Gilbert** (see attached Group Exhibit A.1)
- b. 2011/04/28 **The Supreme Court of New Hampshire, Deutsche Bank National Trust Company v. James Kevlik & a.** (see attached Group Exhibit A.2)
- c. 2011/04/26 **State of Minnesota in Court of Appeals, A10-1144, Barry Wayne Beecroft, et al., Appellants vs. Deutsche Bank National Trust Company, et al.,**

Respondents, Ameriquest Mortgage Company, et al., Defendants (see attached Group Exhibit A.3)

d. 2011/04/25 Superior Court of New Jersey, Chancery Division, Bergen County, Docket No. : F-61880-09, Bank of America, NA, Plaintiff vs. Melissa Limato, Defendant (see attached Group Exhibit A.4)

e. 2011/04/14 In re: Cesar M. Doble, Debtor, Cesar M. Doble, Plaintiff vs. **Deutsche Bank Natl Trust Company as Trustee... and OneWest Bank, F.S.B.**, Defendants, Bankruptcy No: 10-11296-MM13, Chapter 13, AP: 10-90308-MM, United States Bankruptcy Court for the Southern District of California (see attached Group Exhibit A.5)

f. 2011/04/12 **Fourteenth Court of Appeals**, No. 14-10-00090-CV, Mortgage Electronic Registration Systems, Inc., as Nominee for Greenspoint Funding, Appellant v. Nancy Groves, Appellee, Memorandum Opinion (see attached Group Exhibit A.6)

g. 2011/04/08 **District Court of Appeal of the State of Florida**, Fifth District, Case No. 4D10-3288, Shakil Khan and Dina Khan, Appellant, vs. Bank of America N.A., Appellee, No Appearance for Appellee (see attached Group Exhibit A.7)

h. 2011/04/07 United States Bankruptcy Court, District of Massachusetts, Central Division, Case No. 06-42476-MSH, In Re: Sima Schwartz, Debtor/Sima Schwartz, Plaintiff v. Homeq Servicing, Agent for Deutsche Bank National Trust Company, as Trustee and **Deutsche Bank National <sic> Company**, as Trustee (see attached Group Exhibit A.8)

- i. 2011/04/06 **The Supreme Court of Ohio**, Case No. 2011-0218, U.S. Bank National Assoc. v. Antoine Duvall et al. (see attached Group Exhibit A.9)
- j. 2010/12/30 **Court of Appeals of Ohio**, Eighth Appellate District, County of Cuyahoga, Journal Entry and Opinion No. 94714, U.S. Bank National Assn., Plaintiff-Appellant vs. Antoine Duvall, et al, Defendants -Appellees, Civil Appeal from the Cuyahoga County Court of Common Pleas, Case No. CV-638676 (see attached Group Exhibit A.10)
- k. 2011/03/25 Circuit Court of Russell County, Alabama, Case No. CV 08-362, Phyllis Horace, Plaintiff, vs. LaSalle Bank National Association, et al., Defendants (see attached Group Exhibit A.11)
- l. 2010/10/13 Affidavit and Testimony of Thomas J. Adams (see attached Group Exhibit A.12)
- m. 2011/01/26 **United States Bankruptcy Court**, District of Connecticut, Bridgeport Division, in re Tiffany M. Kritharakis, Debtor, Chapter 13, Case No. 10-51328 (AHWS), U.S. Trustee Tracy Hope Davis (**previously part of the record**)
- o. 2010/06/24 Superior Court of the State of Washington In and For the County of King, No. 09-2-25191-6 SEA, Christine Provost, Plaintiff, vs. [long list], Defendants (see attached Group Exhibit A.14)

III. RELEVANT LAW – RECENT FORECLOSURE INVESTIGATIONS

1. There have been many, very recent publications of findings related to Regulatory Agency and Congressional investigations relevant to this instant action since the March 3, 2011 hearing (see attached Group Exhibit B inclusive).

NOTE 1: Of particular relevance to this instant action is that the two primary “Investment Abuse” case studies in the 650 page report were Deutsche Bank and Goldman Sachs (see attached Group Exhibit B.4). Although the abuses relate to the investors, to the extent the loans were never delivered to Deutsche Bank means that any foreclosures in any mortgage-backed security trust with Deutsche Bank National Trust Company as trustee are VOID *ab initio*.

a. Financial Crisis Timeline (see attached Group B.1)

b. 2011/05/03 Deutsche Bank faces US mortgage fraud lawsuit, U.S. v. Deutsche Bank AG et al, U.S. District Court, Southern District of New York, No. 11-02975 (see attached Group B.2)

c. 2011/04/27 IRS weighs tax penalties on mortgage securities (see attached Group B.3)

d. 2011/04/13 Wall Street and the Financial Crisis: Anatomy of a Financial Collapse, Majority and Minority Staff Report, Permanent Subcommittee on Investigations, United States Senate, subset of 650 page report (see attached Group B.4)

e. 2011/04/13 Federal Reserve Press Release (see attached Group B.5)

f. 2011/04/13 Federal Deposit Insurance Corporation (“FDIC”) Press Release: “FDIC Statement on Enforcement Orders Against Large Servicers Related to Foreclosure Practices” (see attached Group B.6)

- g. 2011/04 Interagency Review of Foreclosure Policies and Practices, Federal Reserve System, Office of the Comptroller of the Currency, Office of Thrift Supervision (see attached Group B.7)
- h. 2011/04/01 CBS Mortgage paperwork, mess (see attached Group B.8)
- i. 2011/04/07 Defendant submittal to 60 Minutes regarding Ameriquest to Citi Residential/fabricated Assignments by Nationwide Title (see attached Group B.9)
- j. 2011/03/24 AHMSI response to 60 Minutes (see attached Group B.10)

2. As stated in the record, Defendant has met personally with Karen Stukel, the Will County Recorder, regarding the assembly-line creation of false and misleading assignments. Ms. Stukel contacted an Assistant U.S. Attorney on the basis of my research findings, similar to Defendant's webform contact with 60 Minutes (see attached Group Exhibits B.8-B.10), as well as Defendant's Second Request for Production (see attached Group Exhibit C.14) that included several of the requests for production in Defendant's First Request for Production (see attached Group Exhibit C.24).

NOTE 2: Defendant intended to file a Motion to Compel Production of the items requested in Defendant's Second Request for Production that go directly to the failure of the Plaintiff to produce competent evidence.

3. Therefore, the Court's sudden granting of the Plaintiff Motion for Summary Judgment at the status hearing of April 4, 2011 blatantly violated Defendant's right to due process, as a matter of law.

4. Relevant to the REMIC issues, a simple online query for the category of "Assignments" by "Citi Residential" or by "CitiResidential, quickly generated a list of many assignments (see attached Group Exhibit B.11 inclusive).

NOTE 3: There are two significant batches of assignments that were submitted to the Will County Recorder for March 23, 2009 and March 3, 2009, where the document numbers are in sequential order. As previously submitted, an unsubstantiated memo from CitiMortgage that was published online stated that Citi Residential Lending would be closing by the end of the first quarter in 2009, which would explain these batches and the "assembly line robo-signers" who created them.

IV. STATEMENT OF FACTS - JUDICIAL SABOTAGE OF DEFENDANT

1. On Friday, March 26, 2011, Defendant was served with the Court's March 22, 2011 Memorandum and Order (see attached Group Exhibit C10 inclusive) that set a status hearing date of April 4, 2011, only 5 business days later.

2. On March 27, 2011, Defendant notified the Court of that service failure (see attached Group Exhibit C.9 inclusive) and expected to receive a phone call from a Circuit Court clerk that the April 4, 2011 status hearing date had been rescheduled for some time further in the future.

3. Since no such status hearing date changed, on March 31, 2011, Defendant recorded and served a Supplemental Brief re: March 3, 2011 Hearing and Order (see attached Group Exhibit C.8 inclusive).

4. Defendant could not submit the pleading with a title of Motion to Reconsider the Cross-Motion Summary Judgment Orders due to the failure of the Court to properly serve its March 22, 2011 Memorandum and Order upon all parties.

5. Given the immediacy of the April 4, 2011 status hearing, there was also no way for Defendant to meet the service requirements to notice up such a Motion to Reconsider for what the Court stated was status call hearing on April 4, 2011 to set a trial date.

6. Instead of the stated status call purpose, the Court allowed the Plaintiff to surprise Defendant with many documents that had not been previously recorded or served upon the Defendant.

7. The Court suddenly stated, "I am going to grant plaintiff's motion for summary judgment provided that you have a notice of filing of - "just a notice of filing of the note and - the front and the back and whatever you have for the mortgage" (see attached Group Exhibit C.5, pg. 20).

8. The Court's granting of the Plaintiff's Motion for Summary Judgment at a status hearing with nothing pending was in direct violation of the Illinois Mortgage Foreclosure Law (see attached Exhibit 1.4), the Illinois Conveyances Act (see attached Exhibit 1.3), the Illinois Uniform Commercial Code (see attached Exhibit 1.5) and the Illinois Code of Civil Procedure (see attached Exhibit 1.6).

9. The Court sabotaged Defendant by ordering the Plaintiff (see attached Group Exhibit C.6) to send Defendant copies of the several critical, unrecorded documents (see attached Group Exhibit C.4) after the Court had already erred in granting the Plaintiff Motion for Summary Judgment

10. The Court further sabotaged Defendant by ordering the Plaintiff to submit the Judgment for Foreclosure and Sale only to the Court (see attached Group Exhibit C.6), so Defendant did not even see the Judgment for Foreclosure and Sale until the Court had already signed it, with its numerous false statements (see attached Group Exhibit 1.c).

V. STATEMENT OF FACTS – JUDICIAL PRO-PLAINTIFF BIAS

1. Based on the Reports of Proceedings for December 29, 2010, March 3, 2011, and April 4, 2011, as well as the Court's orders and rulings, the judicial pro-Plaintiff bias continues in this instant action, even after Judge Siegel recused himself.

2. In its March 22, 2011 Memorandum and Order, the Court refers to "hyper-technical violations of procedure" (see attached Group Exhibit C.10.b, pg. 10).

3. Yet, the *Plaintiff Motion for Summary Judgment that was served upon Defendant* (see attached Group Exhibit C.4.a) after the Court had already granted it at a status hearing with no Motion to Reconsider by the Plaintiff for the prior denial of both Cross-Motions for Summary Judgment on March 3, 2011 (see attached Group Exhibit C.15.d), was totally different than the one that was served upon Defendant in November of 2010 that was never recorded with the Court.

4. The Court stated a single sentence relative to the Defendant Motion for Sanctions that the Court had denied on March 3, 2011, "There is no sound basis for the imposition of sanctions against Plaintiffs and Defendant is confused in her interpretation of the law and regarding the factual allegations she has made" (see attached Group Exhibit C.10.b, pg. 10).

5. The Court clearly has allowed the Plaintiff's alleged counsel, both Pierce & Associates and Dykema Gossett, to routinely violate the Illinois Civil Statutes and the Illinois Code of Civil Procedure.

6. The Court holds Defendant to higher standards than the attorneys for the two major law firms aligned against Defendant.

7. Also, the Plaintiff violated the March 3, 2011 order, so it was in contempt of court. Yet, the Court "rewarded" the Plaintiff by granting the Plaintiff Motion for Summary Judgment

when it had previously denied it and there was no Motion to Reconsider the denial before the Court in the April 4, 2011 status hearing.

8. The Court's judicial bias was blatant with its use of "considerable animus" and "vitriolic language," when the Court is aiding and abetting the theft of Defendant's home that Defendant personally designed.

9. The Court documented Defendant's request of Mr. Dougherty's business card. Yet, that business card is evidence that Dykema Gossett participated in the January 28, 2010 hearing before having filed an appearance with the Court (see attached Group Exhibit D.16 inclusive).

10. The Court's discussion of 11 courtesy copies from Defendant vs. the Court's 4 or 5 expansion file folders clearly indicates that the Court is unaware that there are 7 expansion file folders, since the Court had signed out the first 5 expansion file folders on December 29, 2010 (see attached Group Exhibit C.11).

11. It would appear that the Court totally failed to review any Exhibits submitted under Section 1109 certification in support of the Defendant Motion for Summary Judgment for the March 3, 2011 hearing.

12. Per the April 4, 2011 Report of Proceedings, the Court stated, "I know you have sent me a letter in the last week stating that there's got to be fraud because your 11 binders are more than the five brow litigation court files" (see attached Group Exhibit C.5, pg. 18, lns. 13-16).

12. The Court's judicial bias is blatantly apparent in its totally incorrect statement, yet again (see attached Group Exhibit C.9 inclusive).

13. Defendant's response was, "I said audit it. I am an auditor background. My entire career has been an auditor" (see attached Group Exhibit C.5, pg. 18, lns. 17-18).

14. Per the April 4, 2011 Report of Proceedings, the Court stated, "And my advice to you

is don't sweat the little things" (see attached Group Exhibit C.5, pg. 11, ln. 10) and then the Court proceeded to grant the Plaintiff's Motion for Summary Judgment when there was nothing before the court.

15. Per the April 4, 2011 Report of Proceedings, the Court stated, "And as you've said several times through out, this is your home that we're talking about. But as you can also appreciate, every other case is important" and "And if we are devoting all of our time to reading your material when there is nothing up" (see attached Group Exhibit C.5, pg. 10, lns. 4-13).

16. The Court bias was equivalent to "the Court doesn't have time to review so much evidence, so to be fair to other litigants, the Court will grant the Plaintiff's Motion for Summary Judgment that is not before us today".

17. Although the Court clearly has not read the Illinois Mortgage Foreclosure Act regarding mortgage-backed security trusts vs. land trusts, when Defendant stated, "Can I -- read the actual act?" (see attached Group Exhibit C.5, pg. 19, ln. 18), the Court immediately responded, "No, you can't" (see attached Group Exhibit C.5, pg. 19, ln. 19).

18. The Court bias was equivalent to "the Court has already made up its mind -- don't confuse it with the facts".

VI. STATEMENT OF FACTS – JUDICIAL LACK OF BACKGROUND

1. When Judge Siegel recused himself and a new judge was assigned, Defendant was surprised it was not assigned to Judge Bolden due to his prior involvement in this instant action.

2. Given the fact that Defendant had been told that the Honorable Susan T. O'Leary had an extensive background in foreclosure, Defendant was surprised to learn that the judge who had been assigned to this instant action for the December 29, 2010 hearing had no apparent legal background in real estate or the Uniform Commercial Code and had only been recently elected.

3. Based on the Reports of Proceedings for December 29, 2010, March 3, 2011, and April 4, 2011, as well as the Court's orders and rulings that are totally erroneous and violate the foundational Illinois Civil Statutes and Code of Civil Procedure (see attached Exhibit 1 inclusive), it would appear the Rule of Law and the right to due process are no longer followed in the foreclosure court of the 12th Circuit Court.

3. Defendant's "condemnation" of the 12th Circuit Court is clearly justified by the record for the past 1.5 years in this instant action.

4. The Court blatantly clearly demonstrated its total lack of knowledge relative to negotiable securities with its use of "bare paper note" vs. "bearer paper" (see attached Group Exhibit C.10.b, pg. 10).

5. The Court's Memorandum and Order is procedurally incorrect with its use of "arrows" for lists (see attached Group Exhibit C.10.b, pg. 10), so Defendant cannot reference individual points.

6. The Court's Memorandum and Order references many pages from the March 3, 2011 Report of Proceedings, but failed to include such pages as an Exhibit.

7. The Court states, "Defendant's Motion for Summary Judgment does not address the

merits of the complaint, but rather makes assertions that have no basis or that are simply untrue (see attached Group Exhibit C.10.b, pg. 10). That list of issues is cogent list of the many grounds for appeal the Court has given Defendant.

8. The Court states, "Each of these assertions by this Defendant is found to be insufficient and lacking" (see attached Group Exhibit C.10.b, pg. 11).

9. Yet, the Court fails to state any rationale for such grandiose statements, particularly given the Court's admonishment of Plaintiff's alleged counsel per the Report of Proceedings for April 4, 2011 (see attached Group Exhibit C.5, pg. 6), "...as long as you can show me how it went from point A to point D or Z, so be it. And if you can't show me that, then there is no reason to have a trial. Then I grant them summary - I grant Miss Scheffers summary judgment".

10. The Court is unaware that the endorsements on the back of the Note have nothing to do with its requirement for "chain of assignments" that must be recorded with the Will County Recorder per the Illinois Conveyances Act (see attached Exhibit 1.3.d).

11. Opposing counsel even corrected the Court, ""It's an endorsement, not an assignment" (see attached Group Exhibit C.10.b, pg. 33, ln. 10).

12. The Court also cited a case in the March 3, 2011 hearing and in its Memorandum and Order that is not final, is unpublished and was not included as an Exhibit.

13. Defendant has submitted numerous Appellate Court and Supreme Court rulings in support of Defendant's challenges to legal standing that the Court has ignored per the many Reports of Proceedings.

14. The Court stated, "Finally, contract construction and interpretation are generally well suited to disposition by summary judgment" (see attached Group Exhibit C.10.b, pg. 9).

15. Clearly, the Court has no comprehension of the Illinois Conveyances Act (see

attached Exhibit 1.3 inclusive) or the requirements for a judgment of foreclosure per the Illinois Mortgage Foreclosure Act (see attached Exhibit 1.4.b).

16. Given the surprise submission of a Note with endorsements in the April 4, 2011 status hearing that indicated the Note was "securitized", the Court has no comprehension of negotiable securities under the Illinois Commercial Code and the requirements for enforcement of such securities (see attached Exhibit 1.5 inclusive).

17. The Court even states the Plaintiff in this case is "Deutsch<sic> Bank", when that is a totally different corporate entity than the actual Plaintiff, Deutsche Bank National Trust, as a trustee for a specific trust (see attached Group Exhibits C.1.a and C.10.a).

VI I. ARGUMENT – APRIL 4, 2011 STATUS CALL

1. Per the April 4, 2011 Report of Proceedings (see attached Group Exhibit C.5, pg. 9, lns. 21-22 and pg. 10, lns. 9-10), the Court stated, "...when there is nothing pending" and "...when there is nothing up", so the Court clearly failed to read Defendant Supplemental Brief re: March 3, 2011 Hearing and Order (see attached Group Exhibit C.8 inclusive).

2. Per the Report of Proceedings for April 4, 2011 (see attached Group Exhibit C.5, pgs. 11-17), the Court allowed the Plaintiff to surprise the Court and Defendant with several critical documents that had never been recorded nor served upon Defendant prior to the April 4, 2011 status hearing (see attached Group Exhibit C.7).

3. What had been recorded as of March 17 was the affidavit with a copy of the Note (see attached Group Exhibit C.7.a) that displayed the full Social Security Number of Defendant.

4. Defendant was required to get a court order (see attached Group Exhibit C.3) to redact Defendant Social Security Number from the two Note documents that were submitted for recording

5. Based on those documents that had not been served nor recorded, the Court suddenly stated, "I am going to grant plaintiff's motion for summary judgment provided that you have a notice of filing of – "just a notice of filing of the note and – the front and the back and whatever you have for the mortgage" (see attached Group Exhibit C.5, pg. 20)

6. The Court's granting of the Plaintiff's Motion for Summary Judgment at a status hearing with nothing pending was in direct violation of the Illinois Mortgage Foreclosure Law (see attached Exhibit 1.4), the Illinois Conveyances Act (see attached Exhibit 1.3), the Illinois Uniform Commercial Code (see attached Exhibit 1.5) and the Illinois Code of Civil Procedure (see attached Exhibit 1.6)

7. The Court also violated the Bayview Loan Servicing 5th District Court ruling (see attached Exhibit 1.5).

8. As a direct result, the Court ruled without reading the critical Section III. Statement of Facts – Major Discrepancies with the related supporting Exhibits submitted under Section 1.109 certification in the Supplemental Brief re: March 3, 2011 Hearing and Order (see attached Group Exhibit C.8, pgs. 8-11).

9. In particular, per its September 16, 2009 Collection Letter (see attached Group Exhibit D.1), Pierce & Associates the amount due was \$186,795.82 vs. the Complaint amount due of \$170,962.23 as also documented in the two Affidavits of Prove-Up (see attached Group Exhibits D.12 and D.13).

10. Given those major discrepancies, the Court clearly erred in suddenly granting the Plaintiff Motion for Summary Judgment at the April 4, 2011 status hearing, as well as granting the Judgment for Foreclosure and Sale on April 8, 2011 that Defendant was not allowed to see until it had already been signed by the Court.

11. In fact, per the Court Order of April 4, 2011 (see attached Group Exhibit C.6), the Court clearly erred in ordering the Plaintiff to send a copy of its Motion for Summary Judgment to Defendant after the Motion had already been granted.

12. When Defendant was copied on a mailing that Pierce & Associates sent to the Court (see attached Group Exhibit C.4) dated April 5, 2011, the day after the Court had already granted the Plaintiff Motion for Summary Judgment, the Motion for Summary Judgment (see attached Group Exhibit C.4.a) was significantly different than the one Defendant had been served with dated September 7, 2010 (see attached Group Exhibit C.15.d) that was never recorded with the Court.

13. The original Motion for Summary Judgment stated "verified Complaint" with a check mark in a Section 1 109) box on the Notice of Motion (see attached Group Exhibit C.15.a), neither of which was in the Motion for Summary Judgment granted by the Court. Yet, per the Code of Civil Procedure, "If any pleading is so verified, every subsequent pleading must also be verified" (see attached Exhibit 1.6.b).

14. As Defendant discussed in the April 4, 2011 hearing, the 18th Circuit Court apparently requires Motions for Summary Judgment to meet the same pleading requirements (see attached Exhibit 1.6.a) as any other Motion, while the 12th Circuit Court apparently accepts Motions for Summary Judgment with only 3-4 sentences.

15. When Defendant was copied on a mailing that Pierce & Associates sent to the Court (see attached Group Exhibit C.4) dated April 5, 2011, the day after the Court had already granted the Plaintiff Motion for Summary Judgment, the Court blatantly erred in violating the Illinois Code of Civil Procedure regarding recording and service requirements prior to hearings.

16. Additionally, the Court advised Defendant to file a Motion to Reconsider, while suddenly granting the Plaintiff Motion for Summary Judgment that the Court had also already denied on March 3, 2011.

17. The Plaintiff had no such Motion to Reconsider before the Court.

18. Therefore, the Court erred in violating the Illinois Code of Civil Procedure by granting the Plaintiff Motion for Summary Judgment, when there was no such Motion before the Court for the status hearing of April 4, 2011 that the Court had ordered itself.

19. Additionally, the Plaintiff was in contempt of court for failing to follow the Court Order of March 3, 2011 (see attached Group Exhibit C.13) regarding affidavits as to the whereabouts of the original Note and the original Mortgage and an Attorney affidavit within 21

days of that March 3, 2011 order (see attached Group Exhibit C.11).

20. At no time has the Plaintiff recorded or served an Attorney affidavit in support of the \$1,850 in attorney fees in the Judgment for Foreclosure and Sale (see attached Group Exhibit C.11).

21. Per the Report of Proceedings of March 3, 2011 (previously submitted in full with the Supplemental Brief re: March 3, 2011 Hearing and Order - see attached Group Exhibit C.8.f, Exhibit 10), the Court also required the Plaintiff to submit the chain of assignments from the original mortgagee to the Plaintiff, although the Court failed to have that requirement included in the March 3, 2011 order.

22. Per the Report of Proceedings for April 4, 2011 (see attached Group Exhibit C.5, pg. 1-6), the Court admonished the Plaintiff for its failure to honor the March 3, 2011 order and agreements.

23. Per the Report of Proceedings for April 4, 2011 (see attached Group Exhibit C.5, pg. 6), the Court stated, "...as long as you can show me how it went from point A to point D or Z, so be it. And if you can't show me that, then there is no reason to have a trial. Then I grant them summary - I grant Miss Scheffers summary judgment".

24. Clearly, the Court erred by denying Defendant Motion for Summary Judgment at the March 3, 2011 hearing that was briefed for the two Cross-Motions for Summary Judgment and Plaintiff's alleged counsel brought no competent evidence of any kind, more than 1.5 years after the Complaint was filed and Defendant had raised lack of legal standing because there is no legally enforceable chain of assignments to the Plaintiff.

25. At the April 4, 2011 status hearing, the Plaintiff suddenly produced the original Note with the two sets of enclosures on the back (see attached Group Exhibit C.5, pg. 7), but failed

to produce the original Mortgage or a Lost Affidavit regarding it.

26. When the Plaintiff suddenly produced the original Note with the two pairs of endorsements on the back, 1) from Town & Country Credit to Ameriquest Mortgage Company and 2) from Ameriquest Mortgage Company to "blank", the Court failed to note that the endorsements were not "wet ink signatures".

27. The endorsements were ink pad stamps, apparent on the face as false signatures, so the Plaintiff has no legally enforceable standing under the Illinois Uniform Commercial Code (see attached Exhibit 1.5 inclusive).

28. The alleged copy of the Mortgage submitted to the Court (see attached Group Exhibit D.8) was not even a copy of what was submitted with the Complaint as Exhibit A (see attached Group Exhibit D.7) or what was served upon Defendant in the April 5, 2011 package (see attached Group Exhibits D.9-D11).

29. The Court erred in accepting the copy of the Mortgage submitted on April 4, 2011, because it does not even have the Will County Recorder stamp in the upper right hand corner.

30. When the alleged copy of the Mortgage was displayed in Court but not served upon Defendant until the April 5, 2011 mailing (see attached Group Exhibit C.4), the Court erred in suddenly granting the Plaintiff Motion for Summary Judgment, when Section 15-1506 of the IMFL states, "In the trial of a foreclosure, the evidence to support the allegations of the complaint shall be taken in open court" (see attached Exhibit 1.4.b)

31. Since the Court failed to follow through with its March 3, 2011 requirement to demonstrate the chain of assignments and the original, certified assignment recorded with the Will County Recorder (see attached Group Exhibit D.2) was not produced by the Plaintiff, the Court failed to note that the recorded assignment was from Town & Country Credit directly to

the Plaintiff's alleged trust.

32. Therefore, the Court failed to question the material, critical discrepancy as to how the endorsement on the back of the Note is from Town & Country Credit to Ameriquest Mortgage Company prior to February 6, 2004, while the recorded assignment indicates that Town & Country Credit assigned the Note and Mortgage to the Plaintiff with an effective date of February 11, 2009, which is a prohibited transaction for a REMIC trust that closed in 2004.

33. Per its March 22, 2011 Memorandum and Order, "Plaintiff also argued that Defendant failed to show how Plaintiff violated the Illinois Conveyance Act because the assignment was recorded after the trust was closed and failed to explain how this would affect the trustee being a holder in due course" (see Group Exhibit C.10, pg. 4).

34. Clearly, the Court erred in seeing no legal issue relative to assigning a Note and Mortgage in 2009 to a REMIC trust that had closed on February 6, 2004.

35. Per its March 22, 2011 Memorandum and Order, the Court stated, "(Defendant turned Plaintiff in to the IRS for tax fraud)" (see attached Group Exhibit C.10, pg. 6). Apparently, the Court is unaware of Misprision of Felony. Defendant was required to notify the IRS of likely tax fraud relative to REMIC trusts.

36. Defendant has been vindicated by recent reports that indicate the IRS is investigating whether the strict IRS/REMIC laws were violated by the mortgage-backed security trusts like the one in this instant action (see attached Group Exhibit B.3).

37. "For the IRS, one of the main issues will be whether REMICs actually owned the mortgages from which they received income" (pg. 2).

38. If the IRS determines that any REMIC did not actually own the mortgages in the mortgage-backed security trust, then all foreclosures in that REMIC trust would be VOID *ab*

ignitio. Per its Prospectus, this single REMIC trust allegedly has more than \$1.3 *billion* of loans in it.

39. Yet, in this instant action, the Plaintiff has been unable to submit competent evidence of any kind that: 1) that this loan was even submitted in the mortgage loan schedule to the SEC, 2) it meets the UCC requirements to enforce a negotiable security as Holder in Due Course (see attached Exhibit 1.5 inclusive), and 3) the Note was properly negotiated and transferred, and if so, by which party and when.

40. The Plaintiff cannot even produce the original Mortgage or the original Assignment that conflicts with the endorsements on the original Note.

41. Clearly, the Court erred by granting the Plaintiff Motion for Summary Judgment and signed the Judgment for Foreclosure and Sale.

42. The Court also erred in failing to address the material fact that the Assignment was fabricated after the Note was in default and was not recorded until after the Note had already been included in a Chapter 7 bankruptcy. Again, the Plaintiff has no legally enforceable standing under the Illinois Uniform Commercial Code (see attached Exhibit 1.5 inclusive).

43. A related critical, material inconsistency is that the Prospectus of the alleged trust of the Plaintiff as filed with the Securities Exchange Commission states that the seller to the trust was Ameriquest Mortgage Company prior to the trust's closing date of February 6, 2004, not Town & Country Credit as the recorded Assignment states.

44. Per Section 31 of the Illinois Conveyances Act (see attached Exhibit 1.3.e), the Assignment from Town & Country Credit directly to the Plaintiff (see attached Group Exhibit D.2) that was recorded with the Will County Recorder does not meet the requirements to be legally enforceable as evidence (see attached Exhibit 1.3.e).

VIII. SUMMARY

1. From the outset of this instant action, the Court has allowed the Plaintiff to avoid admitting/denying a single allegation of Defendant, all of which were submitted under Section 1109 Certification and "may be used in the same manner and with the same force and effect as though subscribed and sworn to under oath" (see attached Exhibit 1.1).

2. Since the Plaintiff failed to deny any Defendant allegations, they are admitted, "Every allegation, except allegations of damages, not explicitly denied is admitted" (see attached Exhibit 1.6.e).

3. The Court has failed to realize that the extensive litigation related to this instant action for the past 1.5 years has been the trial due to Defendant's Section 1109 certification of all pleadings and supporting Exhibits.

4. Yet, per the many Reports of Proceedings, the Court has failed to consider few, if any, of Defendant's Exhibits in violation of Section 2-606 of the Illinois Code of Civil Procedure (see attached Exhibit 1.6.d). Therefore, the Court's many substantive rulings against Defendant represent judicial errors.

5. Per its own Collection Letter (see attached Group Exhibit C.1), Pierce & Associates was not retained by the Plaintiff to file the Complaint and to litigate this instant action, so Pierce & Associates filed a Complaint and litigated this instant action for a Plaintiff that is not a client.

6. Per the trust's name, Ameriquest Mortgage Securities Trust 2004-R1, and the Trust Prospectus submitted to the Securities Exchange Commission when the Trust was created in 2004, this trust is not a land trust. It is a mortgage-backed securities trust. As a matter of law,

the Plaintiff cannot elect to enforce the securitized Note per Section 15-1106 (b) of the Illinois Mortgage Foreclosure Law (see attached Exhibit 1.4.a).

7. The Plaintiff has produced no competent evidence of any kind that it has legal standing to enforce the mortgage loan in this instant action.

a. No competent evidence that this mortgage loan was included in the mortgage loan schedule(s) submitted to the Securities Exchange Commission when this trust was created in 2004. The Plaintiff could just as easily be a Wells Fargo trust.

b. Nationwide Title Clearing Inc., the company that fabricated the Assignment (see attached Group Exhibit D.2) from Town & Country Credit directly to the Plaintiff submitted the alleged corporate resolution from Citi Residential Lending (see attached Group Exhibit D.3) to fabricate assignments.

c. The Assignment Assignor of Town & Country Credit conflicts with the endorsements on the Note where Town & Country Credit had already endorsed the Note to Ameriquest Mortgage Company and with the Trust Prospectus submitted to the Securities Exchange Commission that the seller to the Trust was Ameriquest Mortgage Company.

d. The Will County Recorder records conflict; the summary information (see attached Group Exhibit D.4) states that the original Assignment was sent Taylor Bean & Whitaker Mtg c/o Nationwide Title Clearing, while the actual Assignment states that it was returned to American Home Mtg Servicing C/O NTC.

e. No Pooling and Servicing Agreement that gave legal authority from the lender, Town & Country Credit, to any other party, such as Citi Residential Lending, to assign the Note and Mortgage to another party or to litigate a foreclosure.

8. This instant action violates the Deutsche Bank Cease and Desist orders in its several communications with its servicers (see attached Group Exhibits D.17-D.20, judicial notice requested).

9. Per its own long-standing referral package requirements (see attached Group Exhibit E.2.c, judicial notice requested), Pierce & Associates stated, "We must have the original Mortgage, Note and Assignments for entry of Judgment".

10. Yet, the Court granted its Judgment for Foreclosure and Sale without the original Mortgage or the original Assignment or "a copy of the chain of assignments from the original mortgagee down to the present plaintiff" as required by the Court on March 3, 2011 per the April 4, 2011 Report of Proceedings (see attached Group Exhibit C.5, pg. 2).

11. Pierce & Associates submitted no Lost Affidavits regarding the original Mortgage and the original Assignment.

12. No Notice of Default or acceleration demand was served upon Defendant by the lender.

13. On February 26, 2010, the Plaintiff's alleged counsel stated that "investigation continues" as to the whereabouts of the original Note, the original Mortgage and the original Assignment (see attached Group Exhibit C.23). Therefore, the Plaintiff did not hold any of the requisite originals when the Complaint was filed on August 26, 2009.

14. As of April 4, 2011, over 1.5 years later, the Plaintiff has been unable to produce the original Mortgage or the original Assignment.

15. Clearly, the Court erred in granting the Plaintiff Motion for Summary Judgment and the Judgment for Foreclosure and Sale in violation of Section 15-1506 of the Illinois Mortgage Foreclosure Law (see attached Exhibit 1.4.b), "In the trial of a foreclosure, the evidence to support the allegations of the complaint shall be taken in open court".

16. Per the April 13, 2010 Report of Proceedings (see attached Group Exhibit C.20), Judge Siegel ruled the Plaintiff had standing in its order (see attached Group Exhibit C.21).

17. Yet, Judge Siegel admitted on the record that, not only could he not find the original Defendant Motion to Dismiss, he did not even have the May 5, 2010 Defendant's Reply to Plaintiff's Response to Defendant Scheffer's <sic> Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing (see attached Group Exhibit C.22).

18. The first time the endorsements on the back of the Note were submitted to the Court was on April 4, 2011, so all prior rulings by Judge Siegel regarding legal standing of the Plaintiff were judicial errors, particularly since Judge Siegel denied Defendant Motion to Compel Production of the original Note for that very reason (see attached Group Exhibit C.18).

19. Defendant submitted the May 5, 2010 pleading a second time to the Court in support of Defendant Motion to Reconsider (see attached Group Exhibit C.19), but the Motion was denied, as was Defendant Motion to Compel per the Court's Order of August 12, 2010 (see attached Group Exhibit C.16) with the briefing schedule changed per the Court's Order of June 22, 2010 (see attached Group Exhibit C.17).

10. Critical material fact discrepancies (see attached Group Exhibit D inclusive)

- a. The first endorsement on the back of the Note states that Town & Country Credit endorsed the Note to Ameriquest Mortgage Company.

b. No related Assignment was recorded with the Will County Recorder as required by Section 30 of the Illinois Conveyances Act (see attached Exhibit 1.3.d).

c. On October 23, 2007, Citi Residential Lending, the servicer at that time, sent a RESPA correction letter to Defendant stating, "The creditor to which the obligation is owed is Ameriquest Mortgage Securities, Inc." (see attached Group Exhibit D-21).

1) There is no mention of Deutsche Bank National Trust as trustee.

2) There is no such assignment to Ameriquest Mortgage Securities, Inc. recorded with the Will County Recorder.

3) The 2007 date is after the Plaintiff REMIC trust closed on February 6, 2004.

d. Per Section 31 of the Illinois Conveyances Act (see attached Exhibit 1.3.e), the Assignment from Town & Country Credit directly to the Plaintiff (see attached Group Exhibit D.2) that was recorded with the Will County Recorder does not meet the requirements to be legally enforceable as evidence (see attached Exhibit 1.3.e).

e. See the e-mail response to Defendant from the DuPage County Recorder (see attached Group Exhibit D.5).

f. See a previous corporate assignment (see attached Group Exhibit D.6) with the notarization by the requisite Illinois notary. Per Section 20 of the Illinois Conveyances Act "When acknowledged or proven within this State, before a notary public" (see attached Exhibit 1.3, pg. 1).

g. The "true and correct copy" of the Mortgage submitted to the Court on April 4, 2011 (see attached Group Exhibit D.8) does not include the Will County Recorder stamp, while the copy of the Mortgage submitted as Exhibit A with the Complaint has the Will County Recorder stamp (see attached Group Exhibit D.7).

h. The two Affidavits of Prove-Up clearly indicate that the affiant had no personal knowledge that the Note had been included in a Chapter 7 bankruptcy that was filed on January 30, 2009 and was discharged on May 5, 2009, so the ongoing interest charges and late fees are a violation of state and federal debt collection law, as well as being an attempt to collect on a discharged debt.

i. No Attorney Affidavit was ever served or submitted to the Court prior to its April 8, 2011 Judgment for Foreclosure and Sale. Only the amount of \$1,850 in legal fees was included for this instant action that has had many pleadings and hearings over 1.5 years.

NOTE 1: It appears that Pierce & Associates and/or Dykema Gossett are billing legal fees to a party other than the Plaintiff, presumably the servicer, American Home Mortgage Servicing, Inc.

j. As the record shows, Dykema Gossett participated in the January 28, 2010 hearing before having filed its appearance on February 5, 2010 that was not served upon Defendant until February 23, 2010 (see attached Group Exhibits D.14-D.16).

k. The Court violated Section 24 of the Illinois Conveyances Act (see attached Exhibits 1.3.b and 1.3.c) by failing to file a certificate that the affiant was personally known to the Court.

IX. CONCLUSION

1. As a matter of law relative to numerous Illinois Civil Statutes and the Illinois Code of Civil Procedure (see attached Exhibit I inclusive) and for the many reasons stated above and supported with Exhibits submitted under Section 1109 certification from the outset, Defendant prays that this Court will grant this Motion to Vacate the Judgment for Foreclosure and Sale due to the many grave errors by the Court on April 4, 2011 as documented above, as well as the many additional issues apparent in the Report of Proceedings for April 4, 2011 (see attached Group Exhibit C.5).

2. Based on the verified Exhibits repeatedly submitted to the Court by Defendant, as well as the fact that the Plaintiff through its two separate alleged law firms never denied a single allegation by Defendant, thereby admitting them (see attached Exhibit 1.6.e), there was no material fact for the Court to deny Defendant's Motion for Summary Judgment with the Court's Memorandum and Order of March 22, 2011 (see attached Group Exhibit C.10).

3. In addition, the Court's Memorandum and Order of March 22, 2011 failed to address Defendant's extensive list of "matters of law" (see attached Group Exhibit C.12), a clear indication of pro-Plaintiff bias on the part of the Court.

4. Therefore, Defendant prays that the Court will stop this wrongful foreclosure action with an Order to vacate its gravely erroneous Judgment for Foreclosure and Sale of April 8, 2011 WITH PREJUDICE.

5. Defendant, as an indigent person, also requests reimbursement for the ongoing cash outlays for the copy/print costs at home and at Staples for the 11 notebooks of pleadings with supporting Exhibits times 4 or 5 copies: 1) court, 2) courtesy, 3) Pierce & Associates, 4) Dykema Gossett, and 5) Deutsche Bank National Trust (see attached Group Exhibit E.1).

6. Defendant began serving the Plaintiff directly, since the Plaintiff did not hire Pierce & Associates to represent it in this instant action per the Pierce & Associates Collection Letter (see attached Group Exhibit D.1).

7. Defendant also began serving the Plaintiff directly, since this instant action violates the Plaintiff's repeated instructions to its servicers relative to Cease and Desist orders, with explicit instructions related to court proceedings and state laws (see attached Group Exhibits D.17-D20 inclusive, judicial notice requested).

8. Defendant also requests reimbursement for the many hundreds of hours of time Defendant has spent in legal defense, possibly at the \$75.00/hour that Pierce & Associates billed its clients for paralegals in 2003 (see attached Group Exhibit E.2.a).

9. Defendant also requests reimbursement for the many trips Defendant has been required to make from southern Naperville to Joliet over the past 1.5 years for hearings and to record Defendant's many pleadings, as well as the related parking costs (see attached Group Exhibit D.4).

10. MOST IMPORTANTLY, Defendant requests that the Court order the Plaintiff to return the \$75,000+ in mortgage payments (see attached Group Exhibit E.3.b) Defendant made to the various servicers of this loan, since the first payment in February of 2004 through the last payment Defendant made in October of 2008.

11. Under the Illinois Conveyances Act (see attached Exhibit 1.3), in conjunction with the Illinois Uniform Commercial Code (see attached Exhibit 1.5), there was no legally enforceable lien against this property/no Real Party of Interest/Holder in Due Course, as a matter of law. The various servicers were illegally billing Defendant, when there was no legally enforceable owner of record.

12. Defendant also requests any other and further relief for which Defendant may be justly entitled due to his wrongful foreclosure action that has been in litigation for more than 1.5 years, when the Plaintiff has never submitted any competent evidence that the Plaintiff is the owner and holder of the Note and the Mortgage with the right to enforce the security, not even that the Note was included in the mortgage loan schedule this alleged trust submitted to the Securities Exchange Commission in February of 2004 as required when this REMIC trust was created.

13. Per the General Statement of No Waiver (see attached Exhibit 5), Defendant specifically states that no other legal remedies for this wrongful foreclosure attempt are waived.

Respectfully submitted,



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE**

EXHIBIT

Nbr Description

1. Notice of Motion – Motion to Vacate Order for Foreclosure and Sale (1 pg.)
2. Motion to Vacate Order for Foreclosure and Sale
3. Defendant Certification – Motion to Vacate Order for Foreclosure and Sale (1 pg.)
4. Proof of Service – Motion to Vacate Order for Foreclosure and Sale (1 pg.)
5. General Statement re: No Waiver of Rights (2 pgs.)
6. List of Exhibits – Motion to Vacate Order for Foreclosure and Sale (35 pgs.)

EXHIBIT 1, Relevant Illinois Law, as repeatedly submitted as supporting Exhibits with variations specific to the multiple pleadings

Nbr Description

1. ILCS 735 5/1-109, Code of Civil Procedure, re: Verification by Certification (1 pg.)
 - a. **Any pleading, affidavit or other document certified in accordance with this Section may be used in the same manner and with the same force and effect as though subscribed and sworn to under oath**
2. ILCS 735 5/Art. II, Pt. 10, Code of Civil Procedure, re: Summary Judgment (1 pg.)
3. ILCS 765 5/0.01, Illinois Conveyances Act (7 pgs.)
 - a. **“Sec. 9. Deeds for the conveyance of land may be substantially in the following form”**
 - 1) **“(1) that at the time of the making and delivery of such deed he was the lawful owner of an indefeasible estate in fee simple, in and to the premises therein described, and had good right and full power to convey that same” (pg. 2)**
 - b. **“Sec. 24. No judge or other officer shall take the acknowledgment of any person to any deed or instrument of writing, as aforesaid, unless the person offering to make such acknowledgment shall be personally known to him to be the real person who and in whose name such acknowledgment is proposed to be made, or shall be proved to be such by a credible witness, and the judge or officer taking such acknowledgment shall, in his certificate thereof, state that such person was personally known to him...” (pg. 3)**
 - c. **“the judge or officer shall grant a certificate thereof stating the proof aforesaid” (pg. 4)**
NOTE: Without such judicial certificates as part of the recorded foreclosure records, any court orders for Default, for Summary Judgment, and/or for Foreclosure and Sale are VOID *ab initio*
 - d. **“Sec. 30 All deeds, mortgages and other instruments of writing which are authorized to be recorded, shall take effect and be in force from and after the time of filing the same for record, and not before (pg. 4)**

**LIST OF EXHIBITS – MOTION TO VACATE
OR DER FOR FORECLOSURE AND SALE (CON'T.)**

EXHIBIT 1, Relevant Illinois Law, as repeatedly submitted as supporting Exhibits with variations specific to the multiple pleadings (con't.)

Nbr Description

3. ILCS 765 5/0.01, Illinois Conveyances Act (con't.)
 - e. **“Sec. 31. Deeds, mortgages and other instruments of writing relating to real estate shall be deemed, from the time of being filed for record, notice to subsequent purchasers and creditors, though not acknowledged or proven according to law; but the same shall not be read as evidence, unless their execution be proved in manner required by the rules of evidence applicable to such writings, so as to supply the defects of such acknowledgment or proof.**
4. ILCS 735 5/Art. XV, Illinois Mortgage Foreclosure Law (6 pgs.)
 - a. **Sec. 15-1106 (b): “A secured party ... may at its election enforce its security interest in a foreclosure under this Article if its security interest...is created by (i) a collateral assignment of beneficial interest in a land trust” (pg. 1)**
NOTE: Mortgage-backed securities trusts (“MBS”) are not land trusts, so the secured parties may not elect to enforce the security interest under the IMFL. Any court orders for Default, for Summary Judgment, and/or for Foreclosure and Sale related to MBS trusts are VOID ab initio
 - b. **Sec. 15-1506. Judgment. (a) Evidence. In the trial of a foreclosure, the evidence to support the allegations of the complaint shall be taken in open court**
5. ILCS 810 5/Article 3, Uniform Commercial Code, re: Negotiable Securities and Part 3. Enforcement of Instruments (7 pgs.)
 - a. **Sec. 3-302 Holder in Due Course. (2) the holder took the instrument (i) for value, (ii) in good faith, (iii) without notice that the instrument is overdue or has been dishonored (pg. 3)**
6. ILCS 735 5/Art. II, Pt. 6, Code of Civil Procedure, re: Pleading (7 pgs.)
 - a. **Sec. 2 603. Form of pleadings. (b) Each separate cause of action upon which a separate recovery might be had shall be stated in a separate count or counterclaim, as the case may be and each count, counterclaim, defense or reply, shall be separately pleaded, designated and numbered, and each shall be divided into paragraphs numbered consecutively, each paragraph containing, as nearly as may be, a separate allegation (pg. 1)**
 - b. **Sec. 2 605. Verification of pleadings. (a) Any pleading, although not required to be sworn to, may be verified by the oath of the party filing it... If any pleading is so verified, every subsequent pleading must also be verified (pg. 2)**
 - c. **Sec. 2 605 (b) The allegation of the execution or assignment of any written instrument is admitted unless denied in a pleading verified by oath (pg. 2)**
 - d. **Sec. 2 606 Exhibits... In either case the exhibit constitutes a part of the pleading for all purposes (pg. 2)**
 - e. **Sec. 2 610 Pleadings to be specific. (b) Every allegation, except allegations of damages, not explicitly denied is admitted (pg. 3).**

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

EXHIBIT 1, Relevant Illinois Law, as repeatedly submitted as supporting Exhibits with variations specific to the multiple pleadings (con't.)

Nbr Description

7. Bayview Loan Servicing, L.L.C. v. Jeffrey Eden Nelson, Case No: 5-06-0664, (5th Dist., June 16, 2008), Rule 23 Order Filed May 21, 2008 (6 pgs.)
 - a. A summary judgment is an appropriate remedy only if the pleadings, depositions, and admissions on file, together with any affidavits, show that there is no genuine issue of material fact and that the movant is entitled to a judgment as a matter of law. Purtil v. Hess, 111 Ill.2d 229, 240 (1986) (pg. 4).
 - b. ~~Nothing in the trial court record indicates that Bayview holds the mortgage or note that is the subject of this foreclosure action. (final pg.)~~
 - c. Additionally, because there was no basis for the entry of a summary judgment in favor of Bayview, the court improperly entered the judgment of foreclosure and order of sale. (final pg.)

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

GROUP EXHIBIT A, Relevant Rulings and Depositions relevant to this instant action since the March 3, 2011 hearing (descending chronological order)

Nbr Description

1. 2011/05/03 ~~North Carolina Court of Appeals, North Carolina Court of Appeals, No. COA10-3611, Rex T. Gilbert, Jr. and Daniela L. Gilbert (25 pgs.)~~
 - a. “Respondents Rex T. Gilbert, Jr. and his wife Daniela L. Gilbert, appeal from the trial court’s Order authorizing David A. Simpson, P.C., as Substitute Trustee, to proceed with foreclosure under a power of sale in the Deed of Trust” (pg. 1)
 - b. “We reverse” (pg. 1)
 - c. “The Substitution of Trustee identified Deutsche Bank Trust Company Americas as Trustee for Residential Accredited Loans, Inc., Series 2006-AQ6 (“Petitioner”) as the holder of the Note and the lien created by the Deed of Trust (pg. 2)
 - d. “Order on 17 June 2009, permitting the Substitute Trustee to proceed with the foreclosure” (pg. 3)
 - e. “Second, Respondents argued that Petitioner had not produced sufficient evidence to establish that Deutsche Bank Trust Company Americas as Trustee for Residential Accredited Loans, Inc. Series 2006-QA6 was the holder of the Note” (pg. 5)
 - f. “A party seeking permission from the clerk of court to proceed with a foreclosure pursuant to a power of sale contained in a deed of trust must prove the following statutory requirements: (1) the party seeking foreclosure is the holder of a valid debt” (pg. 6)
 - g. “Our standard of review for this appeal, where the trial court sat without a jury, is ‘whether competent evidence exists to support the trial court’s findings of fact and whether the conclusions reached were proper in light of the findings’” (pg. 7)
 - h. “We note that the trial court classified multiple conclusions of law as “findings of fact” (pg. 7)
 - i. “Respondents also argue the trial court erred in ordering the foreclosure to proceed, as petitioner did not prove that it was the holder of the Note with the right to foreclose under the instrument” (pg. 7)
 - j. “We agree” (pg. 7)
 - k. “That the party seeking to foreclose on a promissory note is the holder of said note is an essential element of the action and the debtor is ‘entitled to demand strict proof of this element’” (pg. 11)
 - l. “Establishing that a party is the holder of the note is essential to protect the debtor from the threat of multiple judgments on the same note” (pg. 12)
- NOTE: The Illinois Conveyances Act requires recording of property liens
- m. “The remaining issue before this Court is whether there was competent evidence that Petitioner was the holder of the Note that evidences Mr. Gilbert’s debt” (pg. 13)

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

GROUP EXHIBIT A. Relevant Rulings and Depositions relevant to this instant action since the March 3, 2011 hearing (con't.)

Nbr Description

1. 2011/05/03 North Carolina Court of Appeals, North Carolina Court of Appeals, No. COA10-3611, Rex T. Gilbert, Jr. and Daniela L. Gilbert (con't.)

n “Petitioner asserts this evidence [production of the original Note with the Allonge] ‘plainly evidences the transfer’ of the Note to Petition” (pg. 13)

o. “We cannot agree” (pg. 13)

p “Production of an original note at trial does not, in itself, establish that the note was transferred to the party presenting the note with the purpose of giving that party the right to enforce the instrument” (pg. 14)

NOTE: The Illinois Conveyances Act requires recording of property liens

q. “On appeal, this Court concluded that despite the fact that the party seeking foreclosure introduced the original note at the time of the *de novo* hearing, the trial court’s findings of fact did not address whether the petitioners were in possession of the note at the time of the trial; the trial court’s judgment was vacated and remanded” (pg. 15)

r. “Similarly, here, the trial court’s findings of fact do not address who had possession of Mr. Gilbert’s note at the time of the *de novo* hearing. Without a determination of who has physical possession of the Note, the trial court cannot determine, under the UCC, the entity that is the holder of the note” (pg. 15)

s. “Accordingly, the trial court’s findings of fact do not support the conclusion of law that Petition is the holder of Mr. Gilbert’s note” (pg. 16)

NOTE: In this instant action, the Court denied the Defendant’s Motion to Compel Production

t. “Assuming *arguendo* that production of the Note was evidence of a transfer of the Note pursuant to the UCC and that Petitioner was in possession of the Note, this is not sufficient evidence that Petitioner is the “holder” of the Note” (pg. 16)

u. “[M]ere ‘possession’ of a note by a party to whom the note has neither been indorsed nor made payable’ does not suffice to prove ownership or holder status” (pg. 16)

v. “Second, Respondents argue Petitioner has not offered sufficient evidence that Deutsche Bank Trust Company Americas as Trustee for Residential Accredited Loans, Inc. Series 2006-QA6 was the holder of the Note and, thus, the party entitled to proceed with the foreclosure action” (pg. 17)

w. “We agree” (pg. 17)

x. “In addition to the Note and Allonge, Petitioner points to two affidavits provided by two GMAC Mortgage employees as further evidence that the trial court’s findings are based on sufficient competent evidence” (pg. 19)

y. “Again, we disagree” (pg. 19)

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

GROUP EXHIBIT A, Relevant Rulings and Depositions relevant to this instant action since the March 3, 2011 hearing (con't.)

Nbr Description

1. 2011/05/03 North Carolina Court of Appeals, North Carolina Court of Appeals, No. COA10-361, Rex T. Gilbert, Jr. and Daniela L. Gilbert (con't.)
 - z. **“The PSA [Pooling and Servicing Agreement] was not included in the record and will not be considered by this Court” (pg. 21)**

NOTE: In this instant action, the Court denied the Defendant’s Motion to Compel Production

 - aa. **“The record is void of any evidence the Note was assigned and securitized to a trust” (pg. 21)**
 - bb. **“Production of a note at trial is not conclusive evidence of possession” (pg. 22)**
 - cc. **“III. Conclusion. We conclude the record is lacking of competent evidence sufficient to support that Petitioner is the owner and holder of Mr. Gilbert’s note and deed of trust” (pg. 24)**
 - dd. **“The trial court erred in permitting the Substitute Trustee to proceed with foreclosure proceedings and its order is Reversed” (pgs. 24-25)**
2. 2011/04/28 The Supreme Court of New Hampshire, Deutsche Bank National Trust Company v. James Kevlik & a. (5 pgs.)
 - a. **“The defendants ... appeal an order of the Derry District Court denying their motion to dismiss and granting judgment to the plaintiff, Deutsche Bank National Trust Company. We reverse” (pg. 1)**
 - b. **“At the hearing, the plaintiff’s attorney admitted that the foreclosure and assignment documents were not certified and that he could not attest to their authenticity” (pg. 2)**
 - c. **“On appeal, the defendants argue that the plaintiff failed to carry its burden of demonstrating that it was the owner of the property, and, thus, the plaintiff is not entitled to judgment” (pg. 3)**
 - d. **“Specifically, the defendants maintain that the documents submitted by the plaintiff’s attorney were insufficient to establish ownership because the evidence was based on “incompetent and unauthenticated hearsay” (pg. 3)**
 - e. **“Further, the defendants assert, the trial court should have permitted them to challenge the plaintiff’s “offer[s] of proof” (pg. 3)**
 - f. **“On the record, we conclude that the plaintiff has not carried its burden to show ownership of the property. Accordingly, we reverse the trial court’s decision to grant judgment to the plaintiff” (pg. 4)**

**LIST OF EXHIBITS – MOTION TO VACATE
OR DER FOR FORECLOSURE AND SALE (CON'T.)**

GROUP EXHIBIT A, Relevant Rulings and Depositions relevant to this instant action since the March 3, 2011 hearing (con't.)

Nbr Description

3. 2011/04/26 **State of Minnesota in Court of Appeals**, A10-1144, Barry Wayne Beecroft, et al., Appellants vs. Deutsche **Bank National Trust Company**, et al., Respondents, Ameriquest Mortgage Company, et al., Defendants (14 pgs.)
 - a. *"In this appeal from summary judgment in favor of respondent-mortgagee appellants-mortgagors assert that the existence of disputed material facts as to respondent's right to foreclose a mortgage on appellants' property precludes summary judgment"* (pg. 2)
 - b. *"Appellants assert that the district court erroneously concluded that respondent satisfied the statutory requirements to foreclose by advertisement"* (pg. 2)
 - c. *"Appellants also argue that there is a genuine issue of material fact as to whether respondent acquired title to the mortgage by a valid assignment. We affirm in part and remand"* (pg. 2)
 - d. **"On March 4, 2009, Ameriquest, by its attorney in fact, Citi Residential Lending, Inc., assigned its title to the mortgage to Deutsche Bank"** (pg. 3)
 - e. **"American Home Mortgage Servicing, Inc. (AHMSI) began servicing the Beecroft mortgage on behalf of Citi Residential in early 2009; and to facilitate this service, Citi Residential elected 'each of the officers of AHMSI' as special officers of Citi Residential on January 30, 2009"** (pg. 3)
NOTE: The referenced election was after the January 15, 2009 effective date of the Assignment in this instant action that was returned to AHMSI, c/o of Nationwide Title Clearing Inc. (see attached Group Exhibit D.2)
 - f. *"The October 2, 2007 limited power of attorney that Ameriquest granted to Citi Residential is among the powers of attorney that the special officers were expressly authorized to exercise"* (pg. 3)
 - g. **"In this action to quiet title, the Beecrofts argued that Deutsche Bank lacked legal authority to foreclose the mortgage because there is a break in the chain of title to the mortgage from Ameriquest to Deutsche Bank"** (pg. 4)
 - h. **"The Beecrofts moved for summary judgment on January 19, 2010, seeking vacation of the foreclosure"** (pg. 4)
 - i. **"II. Did the district court err by finding that there are no genuine issues of material fact as to whether respondent Deutsche Bank acquired title to the mortgage on appellant's property through a valid assignment?"** (pg. 5)
 - j. **"...the mortgage and any assignment of the mortgage be recorded to entitle a mortgage assignee to foreclose by advertisement"** (pg. 8)
 - k. **"'longstanding principles of real property law' establishing that only assignments affecting legal title of a security instrument must be recorded to commence foreclosure by advertisement"** (pg. 8)
 - l. **"authorizing foreclosure when 'the mortgage and containing such power of sale has been duly recorded, and if it shall have been assigned, that all the assignments thereof shall have been recorded"** (pg. 9)

**LIST OF EXHIBITS – MOTION TO VACATE
OR DER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT A, Relevant Rulings and Depositions relevant to this instant action
since the March 3, 2011 hearing (con't.)**

Nbr Description

3. 2011/04/26 **State of Minnesota in Court of Appeals, A10-1144, Barry Wayne Beecroft, et al., Appellants vs. Deutsche Bank National Trust Company, et al., Respondents, Ameriquest Mortgage Company, et al., Defendants (con't.)**
 - m. **“The Beecrofts also argue that the mortgage assignment to Deutsche Bank by Ameriquest is invalid because the entity and individuals that executed the assignment as Ameriquest’s attorney in fact lacked authority to do so” (pg. 10)**
 - n. **“Because we cannot determine from the record and the district court’s order whether genuine issues of material fact exist as to whether Ameriquest’s power of attorney granted Citi Residential the authority to assign the Beecroft mortgage to Deutsche Bank under the circumstances presented, we remand to the district court to explain the basis for its determination that the undisputed facts establish that the conditions of the limited power of attorney authorizing Citi Residential to assign the mortgage on behalf of Ameriquest to Deutsche Bank were met. Affirmed in part and remanded” (pg. 14)**
4. 2011/04/25 Superior Court of New Jersey, Chancery Division, Bergen County; Docket No. : F--61880-09, Bank of America, NA, Plaintiff vs. Melissa Limato, Defendant
 - a. Order (11 pg.)
 - 1) Plaintiff’s Motion for Summary Judgment is denied
 - 2) Defendant’s Notice of Cross Motion for Summary Judgment is granted
 - b. Rider (2.4 pgs.)

NOTE: In this instant action, Plaintiff has failed to submit any of the documents, other than the Note, referenced in this ruling, such as the servicing agreement, a Plaintiff answer to the Defendant’s counterclaim and affirmative defenses, and a reply to allegations in Defendant’s Motion for Summary Judgment and prior Defendant’s Motion to Dismiss

NOTE: Specifically, neither the original mortgage nor a Lost Affidavit was ever submitted to the Court

- 1) **“There is no competent evidence the note was ever physically transferred to plaintiff nor is there any evidence that it had been lost” (pg. 3)**
- 2) **“... defendants argued plaintiff was not a party entitled to enforce the note” (pg. 5)**
- 3) **“Defendants further stated none of the three notices of intent to foreclose were given from the “lender” and therefore plaintiff was in violation of the FFA [Fair Foreclosure Act]” (pg. 5)**
- 4) **Discussion re: “Person entitled to enforce” (pgs. 9-11)**
- 5) **Admissibility of evidence (pg. 11)**

NOTE:: Section 31 of the Illinois Conveyances Act specifically states that Assignments “shall not be read as evidence”

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT A, Relevant Rulings and Depositions relevant to this instant action
since the March 3, 2011 hearing (con't.)**

Nbr Description

4. 2011/04/25 Superior Court of New Jersey, Chancery Division, Bergen County,
Docket No. : F--61880-09, Bank of America, NA, Plaintiff vs. Melissa Limato, Defendant
(con't.)

b. Rider (con't.)

- 6) “If a motion is based on facts not appearing of record or not judicially
noticeable, the court may hear it on affidavits made on personal
knowledge, setting forth only facts which are admissible in evidence to
which the affiant is competent to testify and which may have annexed
thereto certified copies of all papers or parts thereof referred to therein”
(pg. 11)
- 7) Affidavits by attorneys of facts not based on their personal knowledge but
related to them by and within the primary knowledge of their clients
constitute objectionable hearsay” (pg. 12)
- 8) “Merely appending relevant documents to the motion brief does not
constitute compliance with ...; such documents must be incorporated by
reference in an appropriate affidavit or certification, which properly
authenticates material which is otherwise admissible” (pg. 12)
- 9) “The defenses to foreclosure actions are narrow and limited. The only
material issues in a foreclosure proceeding are the validity of the
mortgage, the amount of indebtedness, and the right of the mortgagee to
foreclose on the mortgaged property” (pgs. 12-13)
- 10) “Although Campbell has certified plaintiff was in actual possession of the
note at the time the complaint was filed, no information is provided as to
the basis for this assertion” (pg. 18)

**NOTE: Per Plaintiff's response to Defendant's First Request for Production
in this instant action, “investigation continues” as to who holds the original
note and the original mortgage**

- 11) “Counsel also argued the issue of conflicting indorsements of the note
remains unresolved, precluding a finding plaintiff has standing” (pg. 18,
footnote 19)
- 12) “The servicing agreement defined mortgage loans as a ‘Mortgage Loan ...
identified on the Mortgage Loan Schedule” (pg. 19)

**NOTE: No Mortgage Loan Schedule with the loan in this instant action has
been submitted to the Court**

- 13) “Although plaintiff has been given multiple opportunities to
demonstrate standing, plaintiff's position remains deficient” (pg. 19)

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT A, Relevant Rulings and Depositions relevant to this instant action
since the March 3, 2011 hearing (con't.)**

Nbr Description

4. 2011/04/25 Superior Court of New Jersey, Chancery Division, Bergen County,
Docket No. : 09-61880-09, Bank of America, NA, Plaintiff vs. Melissa Limato, Defendant
(con't.)

b. Rider (con't.)

14) “As no competent, admissible proofs of execution of the note, execution and recordation of the mortgage, and nonpayment were put before the court, plaintiff has failed to establish a prima facie foreclosure case” (pg. 23)

15) “Further, as discussed above, there remains an unexplained discrepancy of when and if Wells Fargo became the servicer on the note as the servicing agreement was executed in 2004 and the assignment was executed in 2009; further, the schedule attached to the note which is stated to contain the loans subject to the servicing agreement was blank (pg. 23, footnote 23)

NOTE: No Mortgage Loan Schedule with the loan in this instant action as submitted to the Securities Exchange Commission has been submitted to the Court

16) **“Plaintiff failed to establish standing to bring the instant foreclosure action. Further, plaintiff has failed to set forth a prima facie case to foreclose and defendant has demonstrated plaintiff violated the FFA. As such, plaintiff’s motion for summary judgment is denied. Defendant’s cross motion for summary judgment is granted, and the action is dismissed without prejudice”** (pg. 24)

5. 2011/04/14 In re: Cesar M. Doble, Debtor, Cesar M. Doble, Plaintiff vs. **Deutsche Bank Natl Trust Company as Trustee...** and Onewest Bank, F.S.B., Defendants, Bankruptcy No: 10-11296-MM13, Chapter 13, AP: 10-90308-MM, United States Bankruptcy Court for the Southern District of California (14 pgs.)

a. **Memo randum decision re: Motion to Vacate Clerk’s Entry of Default and Motion to Dismiss Complaint; Order to Show Cause for Contempt of Court**

b. **“Defendants Are Culpable”** (pgs. 4-5)

c. **“Defendants Acted in Bad Faith”** (pgs. 5-7)

d. **“Defendants’ Right to Enforce the Note”** (pgs. 9-11)

e. **“Order to Show Cause”** (pgs. 13-14)

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT A, Relevant Rulings and Depositions relevant to this instant action
since the March 3, 2011 hearing (con't.)**

Nbr Description

6. 2011/04/12 **Fourteenth Court of Appeals**, No. 14-10-00090-CV., Mortgage Electronic Registration Systems, Inc., as Nominee for Greenspoint Funding, Appellant v. Nancy Groves, Appellee, Memorandum Opinion (9 pgs.)
 - a. Memorandum Opinion “The trial court entered a default judgment against MERS, which then filed this restricted appeal. We affirm (pg. 1)
 - b. “The trial court signed a default judgment against MERS stating that (1) Groves owns the property in question; (2) the deed of trust is ‘void and of no force or effect.’ and (3) the deed of trust be removed from the property title” (pg. 2 and pg. 4)
 - c. “A suit to quiet title is equitable in nature, and the principal issue in such suits is ‘the existence of a cloud on the title that equity will remove’” (pg. 4)
 - d. “To recover, a claimant must establish a prima facie right of title by proving one of the following: (1) a regular chain of conveyances from the sovereign” (pg. 6)
7. 2011/04/08 **District Court of Appeal of the State of Florida**, Fifth District, Case No. 4D10-3288, Shakil Khan and Dina Khan, Appellant, vs. Bank of America N.A., Appellee, No Appearance for Appellee (2 pgs.)
 - a. **“While Bank of America alleged in its unverified complaint that it was the holder of the note and mortgage, the copy of the note attached to the amended complaint contradicts that allegation. When exhibits are attached to a complaint, the contents of the exhibits control over the allegations of the complaint”** (pg. 2)
 - b. **“Because the exhibit to Bank of America’s amended complaint conflicts with its allegations concerning standing, Bank of America did not establish that it had standing to foreclose the mortgage as a matter of law”** (pg. 2)
 - c. **“As a result, the trial court acted prematurely in entering the final summary judgment of foreclosure in favor of Bank of America”** (pg. 2)
 - d. **“We, therefore, reverse the final summary judgment of foreclosure and remand for further proceedings”** (pg. 2)

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT A, Relevant Rulings and Depositions relevant to this instant action
since the March 3, 2011 hearing (con't.)**

Nbr Description

8. 2011/04/07 United States Bankruptcy Court, District of Massachusetts, Central Division, Case No. 06-42476-MSH, In Re: Sima Schwartz, Debtor/Sima Schwartz, Plaintiff v. Homeq Servicing, Agent for Deutsche Bank National Trust Company, as Trustee and **Deutsche Bank National <sic> Company**, as Trustee (7 pgs.)
- a. Memorandum and Order on Plaintiff's Motion for a New Trial (pg. 1)
 - b. "The defendants argue that the pooling and servicing agreement dated November 1, 2005 which is listed in the joint pretrial memorandum as a trial exhibit provides evidence that the mortgage on the plaintiff's property was assigned to Deutsche well before the foreclosure process had begun. The excerpt of the pooling and servicing agreement that was admitted during the plaintiff's case in chief, however, provides not such evidence" (pg. 3)

NOTE: In this instant action, Defendants Motion to Compel Production was denied by the Court

NOTE: No Mortgage Loan Schedule with the loan in this instant action as submitted to the SEC has been submitted to the Court

- c. "In *Ibanez*, the Supreme Judicial Court held that ... "[w]here a pool of mortgages is assigned to a securitized trust, the executed agreement that assigns the pool of mortgages, with a schedule of the pooled mortgage loans that clearly and specifically identifies the mortgage at issue as among those assigned, may suffice to establish the trustees as the mortgage holder. However, there must be proof that the assignment was made by a party that itself held the mortgage" (pg 4)
 - d. "None of the evidence thus far presented at trial indicated that the plaintiff's mortgage was part of the Trust Fund, or how the Depositor acquired the Trust Fund" (pg. 4)
 - e. "In light of the foregoing, I hereby vacate and open the judgment in favor of the defendants on Count I of the complaint only. Defendants must now be afforded the opportunity to present their case with respect to this count" (pg. 7)
9. 2011/04/06 **The Supreme Court of Ohio**, Case No. 2011-0218, U.S. Bank National Assoc. v. Antoine Duvall et al. (1 pg.)
- a. "This cause is pending before the Court on the certification of a conflict by the Court of Appeals for Cuyahoga County.
 - b. "On review of the order certifying a conflict, it is determined that a conflict exists"
 - a. "To have standing as a plaintiff in a mortgage foreclosure action, must a party show that it owned the note and the mortgage when the complaint was filed?"

**LIS T OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

GROUP EXHIBIT A, Relevant Rulings and Depositions relevant to this instant action since the March 3, 2011 hearing (con't.)

Nbr Description

10. 2010/12/30 **Court of Appeals of Ohio**, Eighth Appellate District, County of Cuyahoga, Journal Entry and Opinion No. 94714, U.S. Bank National Assn., Plaintiff-Appellant vs. Antoine Duvall, et al, Defendants –Appellees, Civil Appeal from the Cuyahoga County *Court of Common Pleas, Case No. CV-638676 (6 pgs.)*

- a. Plaintiff-appellant U.S. National Bank Association, as Trustee for ..., appeals the dismissal of its complaint in foreclosure against defendants-appellees Antoine Duvall and *Madinah Samad* (“defendants”). *After reviewing the facts of the case and pertinent law, we affirm” (pg. 1-2)*
- b. *“A foreclosure complaint must be dismissed if the plaintiff cannot prove that it owned the note and the mortgage on the date the complaint was filed” (pg. 3)*
- c. *“...the court ordered plaintiff to supplement the record ‘with some definitive proof of the acquisition date of the subject note and mortgage within 20 days of this court’s entry” (pg. 3)*
- d. *“...plaintiff supplemented the record with a second affidavit and a “Schedule of Mortgage Loans” from Wells Fargo” (pg. 3)*
- e. *“However, these documents, along with a previously filed document entitled “Pooling and Service Agreement,” merely reiterated that Wells Fargo transferred the note to the trust of which plaintiff was trustee” (pg. 3)*

NOTE: Plaintiff did not supply either document in this instant action and the Court denied the Defendant’s Motion to Compel Production

- f. *“In the instant case, defendants did not file a motion to dismiss or a motion for summary judgment” (pg. 5)*

NOTE: In this instant action, Defendant filed both a motion to dismiss and a motion for summary judgment, both of which were denied in error by the Court

- g. **“Thus, if plaintiff has offered no evidence that it owned the note and mortgage when the complaint was filed, it would not be entitled to judgment as a matter of law” (pg. 5)**
- h. **“Plaintiff failed in its burden of demonstrating that it was the real party in interest at the time the complaint was filed. Plaintiff’s sole assignment of error is overruled” (pg. 5)**
- i. **“Judgment affirmed” (pg. 5)**

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT A, Relevant Rulings and Depositions relevant to this instant action
since the March 3, 2011 Hearing (con't.)**

Nbr Description

11. 2011/03/25 Circuit Court of Russell County, Alabama, Case No. CV 08-362, Phyllis Horace, Plaintiff, vs. LaSalle Bank National Association, et al., Defendants, Order (2 pgs.)
- a. ***“First, the Court is surprised to the point of astonishment that the defendant trust (LaSalle Bank National Association) did not comply with the terms of its own Pooling and Servicing Agreement and further did not comply with New York Law in attempting to obtain assignment of plaintiff Horace’s note and mortgage”*** (pg. 1)
 - b. ***“Second, plaintiff Horace is a third party beneficiary of the Pooling and Servicing Agreement created by the defendant trust (La Salle Bank National Association). Indeed without such Pooling and Servicing Agreements, plaintiff Horace and other mortgagors similarly situated would never have been able to obtain financing”*** (pg. 1)
 - c. ***“Consequently, plaintiff’s motion for summary judgment is granted to the extent that defendant trust (LaSalle Bank National Association) is permanently enjoined from foreclosing on the property”*** (pgs. 1-2)
12. 2010/10/13 Affidavit and Testimony of Thomas J. Adams (6 pgs.)
- a. ***“I have reviewed the collateral file produced by the Defendants and the securitization documents including the Trust Agreement for the Trust”*** (pg. 2)
 - b. ***“The trust agreement which created the Trust that is the defendant in this action is called a Pooling and Servicing Agreement and is filed under oath with the Securities and Exchange Commission”*** (pg. 2)

NOTE: Neither the collateral file nor the Pooling and Servicing Agreement has been submitted by the Plaintiff in this instant action

- c. ***“The industry standards, customs and practices would have been for the depositor’s endorsement to be filled in naming the Trustee for the benefit of the Trust but that is not expressly stated in these documents”*** (pg. 3)
- d. ***“Nevertheless, this chain of endorsements, in order to comply with this PSA, would have had to be complete on or before the closing date of this deal but in no event more than 90 days from the closing date”*** (pg. 3)
- e. ***“In reviewing the collateral file for this loan I note that there is no evidence of transfer of the mortgage”*** (pg. 3)

NOTE: In this instant action the Plaintiff has failed to produce the original mortgage in open court

- f. ***“...any assignments which would have been necessary to transfer the mortgage to the Trust would have been required to be dated prior to the Trust closing day irrespective of whether they were recorded or not”*** (pgs. 3-4)

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT A, Relevant Rulings and Depositions relevant to this instant action
since the March 3, 2011 hearing (con't.)**

Nbr Description

12. 2010/10/13 Affidavit and Testimony of Thomas J. Adams (con't.)

- g. **“Therefore, there is no evidence of transfer in the collateral file of either the promissory note or the mortgage”** (pg. 4)
- h. **“The evidence in the collateral file shows an utter and complete failure of the parties to this securitization to convey this promissory note to this Trust. The defendant Trust has offered no proof of ownership and the collateral file offered by the defendant Trust clearly demonstrates that this loan was not securitized nor was it transferred to this Trust** (pg. 4)

NOTE: The Plaintiff in this instant action has similarly failed to submit proof of ownership to the Court and the Court denied the Defendant Motion to Compel Production

- i. **“The Court should also be aware that Section 9.12(g) set forth further explicit restrictions on the powers of the Trustee and prohibits the Trustee from taking any action which would jeopardize the REMIC status of the Trust”** (pg. 4)
- j. **“Further, any attempt to accept a transfer of the Horace Promissory note now would violate the REMIC provisions of the IRS tax code for a number of reasons.”**
 - 1) **“First, the loan is in default at this time. Therefore, the loan can not be a “qualified mortgage loan” under the IRS tax code because a qualified mortgage loan is a performing mortgage loan”** (pg. 4)
 - 2) **“Second, an attempted transfer to the trust is now after the closing date and after the certificates were issued, in effect, the Plaintiff would be claiming to have transferred an asset to a trust that has by its own terms been closed for more than four years at the time the alleged transfer took place”** (pg. 4)
 - 3) **“Third, the promissory note was not endorsed to the trust by the depositor and is devoid of the required chain of endorsements required by the PSA ... to establish the chain of title on the promissory note for the purposes of bankruptcy remoteness”** (pgs. 4-5)
- k. **“The claim that the Horace note has been transferred to the Trust when it is endorsed in blank simply flies in the face of the mandatory terms of the PSA and is an extreme deviation from the industry standards, customs and practices which prevailed at all times material to this transaction and which prevail today”** (pg. 5)
- l. **“... it is my opinion that this Trust does not own this promissory note”** (pg. 4)

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT A, Relevant Rulings and Depositions relevant to this instant action
since the March 3, 2011 hearing (con't.)**

Nbr Description

13. 2011/01/26 **United States Bankruptcy Court**, District of Connecticut, Bridgeport Division, in re Tiffany M. Kritharakis, Debtor, Chapter 13, Case No. 10-51328 (AHWS), U.S. Trustee Tracy Hope Davis (**previously part of the record**)
- a. **"To begin with, the POC [Proof of Claim] asserted that Deutsche was a creditor of the Debtor, yet the Note and Mortgage annexed to the POC appear to document a note and mortgage as between the Debtor and MAC, not Deutsche"**
 - b. **"24. The United States Trustee seeks to examine a duly authorized representative(s) of Deutsche who possesses knowledge and is most familiar with respect to the foregoing issues and regarding documents to be produced by Deutsche pursuant to a subpoena ...that will include the following [extensive list]"**
 - c. **"25. The United States Trustee seeks an order compelling a duly authorized representative(s) of Deutsche to attend and give sworn testimony" (pg. 10)**
 - d. **Exhibit F**
 - 1) **Assignment of Mortgage**
14. 2010/06/24 Superior Court of the State of Washington In and For the County of King, No. 09-2-25191-6 SEA, Christine Provost, Plaintiff, vs. [long list], Defendants (4 pgs.)
- a. **Judgment and Findings for Damages and Quiet Title**
 - 1) **"Unclean hands" (pg. 2)**
 - 2) **"Did not act with diligence" (pg. 2)**
 - 3) **"Violated the Criminal Profiteering Act" (pg. 3)**
 - NOTE: Illinois Financial Crime Law**
 - 4) **"The actions of these defendants were intentional and in bad faith" (pg. 3)**
 - 5) **"The Court also finds <sic> that punitive damages are appropriate ... in the sum of \$100,000" (pg. 3)**
 - 6) **"The Court bases this on intentional violations of said statutes supported by the Declarations filed <sic> herein and listed above" (pg. 3)**
 - 7) **"The Court quiets title in favor of the Plaintiff" (pg. 4)**
 - 8) **Based upon the above findings and conclusions, Plaintiff is granted a net JUDGMENT for \$110923, plus interest thereon from the date of judgment at the rate in the loan documents of 18.9%" (pg. 4)**

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT B, Relevant Regulatory Agency and Congressional Investigations,
Findings, and Consent Decrees relevant to this instant action since the March 3, 2011
hearing (descending chronological order)**

Nbr Description

1. Financial Crisis Timeline (1 pg.)
2. 2011/05/03 Deutsche Bank faces US mortgage fraud lawsuit, U.S. v. Deutsche Bank AG *et al*, U.S. District Court, Southern District of New York, No. 11-02975 (1 pg.)
3. 2011/04/27 IRS weighs tax penalties on mortgage securities (2 pgs.)
 - a. “The Internal Revenue Service has launched a review of the tax-exempt status of a widely held form of mortgage-backed securities called REMICs” (pg. 1)
 - b. “The IRS confirmed to Reuters that the review comes in response to mounting evidence that banks violated tax requirements by mishandling the transfer of mortgages to REMICs, short for Real Estate Mortgage Conduits” (pg. 1)
 - c. “The IRS is aware of questions in the market regarding REMICs and proper ownership of the underlying mortgages as set out in federal tax law” (pg. 1)
 - d. “These banks’ transgressions, confirmed in court decisions and through recent action by federal bank regulators, include the failure to formally transfer ownership of mortgage to the trusts that invested in them **and the subsequent creation of fraudulent mortgage assignments and other false documents** (pg. 1)
 - e. “The courts ruled that because the trusts never received the required documents establishing that they owned the mortgages, they have no standing to foreclose” (pg. 1)
 - f. “But if the IRS concludes that the REMIC investments failed to comply with strict requirements in the federal tax code, the REMIC would have to pay a 100 percent tax on the income from those investments. That means that the IRS could confiscate the full amount” (pg. 1)
 - g. “Tax law experts said the REMICs also could be subjected to additional penalties for failing to file tax returns on the income” (pg. 1)
 - h. For the IRS, one of the main issues will be whether REMICs actually owned the mortgages from which they received income. If not, for tax purposes they wouldn’t qualify as REMICs, and the income would become taxable” (pg. 2)

NOTE: If the REMICs, such as the REMIC trust in this instant action, are found to not have actually owned the mortgages, then all foreclosures relative to mortgages in the REMIC trusts were wrongful, fraudulent foreclosures and the circuit courts will be inundated a second time for those wrongful foreclosures

- i. “The arcane tax rules governing REMICs tax rules require that all the mortgages be transferred to them on the dates that they are formed. There is a 120-day grace period for correcting any errors, and after that the rules strictly forbid acquiring any additional mortgages” (pg. 2)

NOTE: The assignment to the Plaintiff REMIC trust in this instant action had an effective date in 2009 for this alleged trust that closed on February 6, 2004 (see attached Group Exhibit D.2)

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

GROUP EXHIBIT B, Relevant Regulatory Agency and Congressional Investigations, Findings, and Consent Decrees relevant to this instant action since the March 3, 2011 hearing (con't.)

- | Nbr | Description |
|------------|---|
| 4. | 2011/04/13 Wall Street and the Financial Crisis: Anatomy of a Financial Collapse, Majority and Minority Staff Report, Permanent Subcommittee on Investigations, United States Senate, subset of 650 page report (18 pgs.)
NOTE: Deutsche Bank and Goldman Sachs are the two “Investment Bank Abuses” Case Studies used to illustrate the issues
NOTE: Residential Mortgage-Backed Security (“RMBS”) trusts are *NOT* land trusts as required by the IMFL |
| 5. | 2011/04/13 Federal Reserve Press Release (2 pgs.)
a. “The Federal Reserve Board on Wednesday announced formal enforcement actions requiring 10 banking organizations to address a pattern of misconduct and negligence” (pg. 1)
b. Links 12 Consent Orders (pg. 2) |
| 6. | 2011/04/13 Federal Deposit Insurance Corporation (“FDIC”) Press Release: “FDIC Statement on Enforcement Orders Against Large Servicers Related to Foreclosure Practices” (2 pgs.)
a. “The Federal Deposit Insurance Corporation (FDIC) today issued the following statement commenting on the enforcement orders against large servicers related to their foreclosure practices” (pg. 1)
b. “There is evidence that some level of wrongful foreclosures has occurred. It is important that servicers identify any harmed homeowners and provide appropriate remedies” (pg. 2)
NOTE: This record in this instant action is a prime example of a “pattern of misconduct” (e.g., Business Model of Fraud) culminating in wrongful foreclosures |
| 7. | 2011/04 Interagency Review of Foreclosure Policies and Practices, Federal Reserve System, Office of the Comptroller of the Currency, Office of Thrift Supervision (16 pgs.) |
| 8. | 2011/04/01 CBS Mortgage paperwork mess (2 pgs.)
a. “banks can’t find the ownership documents” (pg. 1)
b. “Caught in a jam of their own making, some companies appear to be resorting to forgery and phony paperwork to throw people – down on their luck- out of their homes” (pg. 1) |
| 9. | 2011/04/07 Defendant submittal to 60 Minutes regarding Ameriquest to Citi Residential/fabricated Assignments by Nationwide Title (2 pgs.)
NOTE: See AHMSI response to 60 Minutes (see attached Group Exhibit B.10) |

GROUP EXHIBIT B, Relevant Regulatory Agency and Congressional Investigations, Findings, and Consent Decrees relevant to this instant action since the March 3, 2011 hearing (con't.)

Nbr Description

10. 2011/03/24 AHMSI response to 60 Minutes (6 pgs.)
NOTE: AHMSI, the servicer in this instant action, made critical admissions as to criminal illegalities as a matter of public record (pgs. 5-6)
NOTE: The two different Affidavits of Prove-Up in this instant action were allegedly signed by the same employee, but one with a title of Vice President and the other with the nonsensical combined title of Assistant Secretary and Vice President with no apparent personal knowledge from the records that this account was included in a Chapter 7 bankruptcy as of January 30, 2009 and was discharged on May 5, 2009, so ongoing interest charges and late payment penalties are a violation of federal bankruptcy law, as well as state and federal debt collection laws
11. 2011/04/27 Karen A. Stukel, Will County Recorder (25 pgs.)
- a. Search on Assignment Category by CitiResidential (with no space) and Citi Residential (with space)
 - b. Batch 04/23/09 Instruments R2009047881 – R2009047990
 - 1) Grantor: Argent Mortgage Company LLC
 - 2) Sent to Nationwide Title Clearing
 - c. Batch 04/03/09 Instruments R2009039944 – R2009039979
 - 1) Grantor: Argent Mortgage Company LLC
 - 2) Sent to Nationwide Title Clearing
 - d. Other Grantors with Citi Residential assignments
 - 1) Anierquest Mortgage Company
 - 2) Argent Securities Inc
 - 3) Citigroup Global Markets Realty Corp, Sent to Codilis & Associates

NOTE: Any assignments in 2008/2009 for REMIC trusts in earlier years are prohibited transactions and income is 100% taxable to the IRS (see attached Group Exhibit B.3)

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT C, Relevant 12th Judicial Circuit Court Pleadings, Hearings, and
Orders (descending chronological order)**

Nbr Description

1. 2011/04/07 Rossi letter
 - a. Cover letter with incorrect plaintiff/spelling error (1 pg.)
 - b. Order of Summary Judgment (with recused Judge Siegel) (1 pg.)
 - c. Judgment for Foreclosure and Sale (with recused Judge Siegel) (7 pgs.)
 - 1) “Reasonable attorneys’ fees” of \$1,850
 - a) With no Attorney Affidavit ever submitted
 - b) For 1.5 years of hearings
 - c) To which law firm(s), Pierce & Associates or Dykema Gossett
 - 2) Advances were required of the servicer by the trust prospectus (pg. 2)
 - a) Investors were paid for mortgage interest by the servicer, so the notes are not in default
 - 3) Plaintiff has no valid lien (pg. 2)
 - 4) No Pierce & Associates attorney name documented, as usual
2. 2010/11/16 Motion for Summary Judgment as required by the 18th Judicial Circuit Court of DuPage County
 - a. Notice of Motion (1 pg.)
 - b. Certificate of Mailing (1 pg.)
 - c. JPMC Specialty Mortgage LLC’s Motion for Summary Judgment (4 pgs.)
3. 2011/04/06 Order (1 pg.)
 - a. To redact Defendant’s full Social Security Number on two different Note copies as recorded with the Court
4. 2011/04/05 Pierce & Associates letter to Judge Rossi (1 pg.)
 - a. Motion for Summary Judgment (1 pg.)
 - b. No Attorney Fee Affidavit included

NOTE: These critical legal documents were not recorded with the Circuit Court nor were they served upon the Defendant until after the March 3, 2011 hearing briefed for the Cross-Motions of Summary Judgment and after the April 4, 2011 status hearing

NOTE: The Court suddenly granted Plaintiff Motion for Summary Judgment at a status call on April 4, 2011, when the Plaintiff’s Motion for Summary Judgment had just been denied on March 22, 2011 with no Plaintiff Motion to Reconsider as the Court advised the Defendant to submit

5. 2011/04/04 Report of Proceedings (37 pgs.)

NOTE: Defendant has added extensive commentary throughout due to the litany of judicial errors, bias, and grounds for appeal

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

GROUP EXHIBIT C, Relevant 12th Judicial Circuit Court Pleadings, Hearings, and Orders (con't.)

Nbr Description

6. 2011/04/04 Order (1 pg.)
 - a. Plaintiff's Motion for Summary Judgment is granted, at a status hearing after it had been denied on March 22, 2011
 - b. Plaintiff is to send copy of its Motion for Summary Judgment to Defendant

NOTE: Service to Defendant was ordered by the Court after the Court had just erred in granting the Plaintiff Motion for Summary Judgment with no Plaintiff Motion to Reconsider the Court's denial on March 22, 2011
7. 2011/03/31 Docket of Official Court Records (2 pgs.)
 - a. 2011/03/17 Affidavit and related Exhibit is the copy of the Note with Defendant's full Social Security Number and the two pairs of endorsements on the back
 - 1) Filed by Amy Jonker of Dykema Gossett in person, not Pierce & Associates
 - b. 2011/03/21 Defendant submits
 - c. 2011/03/22 Notice of Mailing
 - 1) Filed by Amy Jonker of Dykema Gossett in person, not by Pierce & Associates
 - 2) Not mailed to Defendant on 03/16/11 as stated with the courtesy copy
 - 3) Document included in the Notice of Mailing was Response to Defendant's Request for Production, not what was submitted with the courtesy copy
 - a. No Affidavit of Prove-Up
 - b. No Attorney Affidavit
 - d. 2011/03/28 Clerk entry relative to Memorandum and Order of March 22, 2011
 - 1) Plaintiff's motion to strike the motion for summary judgment of Defendant is denied
 - 2) Defendant's motion to strike the motion for summary judgment of Plaintiff is denied
 - 3) Defendant's motion for sanctions is denied
 - 4) Defendant's motion for summary judgment is denied
 - 5) Plaintiff's motion for summary judgment is denied
 - 6) **Matter is set for status on April 4, 2011 at 9:00 AM in Room 401**

NOTE: Defendant has added commentary subsequent to the April 4, 2011 status call

NOTE: The Court suddenly granted Plaintiff Motion for Summary Judgment at a status call on April 4, 2011, when the Plaintiff's Motion for Summary Judgment had just been denied on March 22, 2011 with no Plaintiff Motion to Reconsider as the Court advised the Defendant to submit

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

GROUP EXHIBIT C, Relevant 12th Judicial Circuit Court Pleadings, Hearings, and Orders (con't.)

Nbr Description

8. **2011/03/31 Supplemental Brief re: March 3, 2011 Hearing and Order**
NOTE: Due to the Court's service failure for its March 22, 2011 Memorandum and Order, the Defendant could not submit this as a Motion to Reconsider the denial of the Defendant's Motion for Summary Judgment
- a. Notice of Filing (1 pg.)
 - b. **Supplemental Brief re: March 3, 2011 Hearing and Order (22 pgs.)**
NOTE: Defendant has added commentary subsequent to the April 4, 2011 status call where the Court suddenly granted the Plaintiff Motion for Summary Judgment that it had denied on March 22, 2011 with no Plaintiff Motion to Reconsider as the Court advised the Defendant to submit
 - c. Defendant Certification (1 pg.)
 - d. Proof of Service (2 pgs.)
 - e. Delivery Confirmations
 - 1) 2011/04/04 Delivery Confirmation – Pierce & Associates (1 pg.)
 - 2) 2011/04/04 Delivery Confirmation – Dykema Gossett (1 pg.)
 - 3) 2011/04/04 Delivery Confirmation – Deutsche Bank National Trust (1 pg.)
 - f. **List of Exhibits (11 pgs.)**
9. **2011/03/27 Letter to Judge Rossi**
- a. **2011/03/27 Letter (2 pgs.)**
 - 1) **Defendant notifies the Court that service was incorrect (pg. 1)**
 - 2) **Defendant notifies the Court that as of March 24, none of the March 16 documents have been recorded with the Court (pg. 1)**
 - 3) **Defendant notifies the Court that Pierce & Associates violated the March 3, 2011 order and also submitted a false courtesy copy of a certified service to the Court (pg. 2)**
 - 4) **Defendant notifies the Court that Defendant has never received a copy of the Plaintiff's Motion for Summary Judgment for the status hearing of April 4, 2011 (pg. 2)**
 - 5) **Defendant questions how the Court has 11 courtesy copy notebooks, but only 4 "red rope" envelopes for the original court documents**
NOTE: Per the Circuit Court Clerk supervisor, there are 7 "red rope" expansion folders, 2 more than the Court appears to know about, since the Court signed out the original 4 or 5 folders on December 29, 2010
 - 6) **Defendant questions whether a formal investigation should be requested from Pam McGuire (pg. 2)**
 - 7) **"Judge Rossi, please note that I have *not* served this letter to anyone, because I believe it is the Court's responsibility to notify all parties about a very near-term court date of April 4, 2011, particularly when it notifies Pierce & Associates of missing documents in violation of the March 3, 2011 court order" (pg. 2)**

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT C, Relevant 12th Judicial Circuit Court Pleadings, Hearings, and
Orders (con't.)**

Nbr Description

9. 2011/03/27 Letter to Judge Rossi (con't.)
- b. 2011/03/ 22 Judge Rossi cover letter with totally incorrect service, except for Defendant (1 pg.)
 - c. Copy of pg. 2 of the Note that Plaintiff submitted to the Court as a courtesy copy, and subsequently made part of the court record in two filings
 - 1) Defendant's full Social Security Number displayed (redacted here) (1 pg.)
 - d. 2011/03/16 Notice of Mailing Plaintiff sent to the Court as a courtesy copy (1 pg.)
 - e. 2011/03/ 21 Notice of Mailing sent to the Defendant "that Plaintiff previously submitted in support of its motion for summary judgment" (1 pg.)
- NOTE: Affidavits were not submitted previously, were not included in this mailing as stated in the Notice of Mailing, and were not served prior to the March 3, 2011 hearing nor prior to the April 4, 2011 hearing**
- NOTE: Plaintiff Motion for Summary Judgment was not recorded as of March 31, 2011**
- NOTE: Document included in the Notice of Mailing was Response to Defendant's Request for Production, not what was submitted with the courtesy copy**
- f. 2011/03/ 21 Envelope of mailing received by Defendant with a postmark date of 03/21/11 , not the certified Notice of Mailing date of 03/16/11 in the courtesy copy (1 pg.)
 - g. Response to Defendant's Request for Production (2 pgs.)
- NOTE: Outstanding discovery *not* previously discussed relative to Plaintiff's lack of standing**
- h. 2011/03/ 29 Delivery Confirmation to Judge Rossi, prior to the April 4, 2011 status hearing (1 pg.)
- NOTE: No Affidavit of Prove-Up served upon Defendant prior to the April 4, 2011 status hearing**
- NOTE: No Attorney Affidavit has been served upon the Defendant to this day**
10. 2011/03/22 Memorandum and Order received March 26, 2011 for April 4, 2011 hearing
- a. Cover letter (1 pg.)
 - b. Memorandum and Order (12 pgs.)
- NOTE: Defendant has added extensive commentary throughout due to the litany of judicial errors, judicial bias, and the many grounds for appeal**
11. 2011/03/21 Docket of Official Court Records (2 pgs.)
- a. 2011/03/03 Court order "Plaintiff shall submit affidavit with respect to the physical location of the original mortgage and note within 21 days"
- NOTE: Per a call to the circuit court clerk on March 29, 2011, Pierce & Associates has filed none of the submissions as required by the 03/03/11 court order or as agreed to have recorded per the 03/03/11 hearing. Pierce & Associates is in contempt of court regarding the 03/03/11 court order.**

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

GROUP EXHIBIT C, Relevant 12th Judicial Circuit Court Pleadings, Hearings, and Orders (con't.)

Nbr Description

12. 2011/03/03 Report of Proceedings, pg. 1, and pgs. 43-50 (9 pgs.)
a. The Defendant read into the record the many matters of law in support of Defendant's Motion for Summary Judgment
NOTE: In its March 22, 2011 Memorandum and Order, the Court failed to address any of these matters of law, clear evidence of judicial bias
13. 2011/03/03 Order (1 pg.)
a. Plaintiff shall submit affidavit with respect to the physical location of the original mortgage and note within 21 days
b. Plaintiff to mail a copy of the affidavit of prove-up and attorney affidavit in support of Plaintiff's motion for summary judgment within 21 days
c. No mention in order signed by the Court of Court's requirement for "chain of assignment" to the Plaintiff
NOTE: Plaintiff is in contempt of court for failing to submit an affidavit as to the physical location of the original note and for failing to mail a copy of the affidavit of prove-up and attorney affidavit. No attorney affidavit has been recorded or served. Yet, the Court rewarded the Plaintiff's actions by granting Plaintiff's Motion for Summary Judgment on April 4, 2011, when the Court denied it on March 22, 2011 and there was no Plaintiff Motion to Reconsider
14. 2011/02/22 Defendant's Second Request for Production
a. Defendant's Second Request for Production (3 pgs.)
b. Proof of Service – Defendant's Second Request for Production (2 pgs.)
NOTE: Outstanding discovery *not* previously discussed relative to Plaintiff's lack of standing, a clear denial of the Defendant's right to due process

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

GROUP EXHIBIT C, Relevant 12th Judicial Circuit Court Pleadings, Hearings, and Orders (con't.)

Nbr Description

15. **2010/09/07 Notice of Motions as Plaintiff served upon Defendant for September 14, 2010**

- a. Notice of Motion (1 pg.)
 - 1) ~~Indicated Section 1 109 certification~~

NOTE: All subsequent pleadings must be submitted under Section 1 109 certification

- b. ~~Motion for Order of Default (1 pg.)~~
 - 1) After more than a year of hearings
 - 2) No legible Pierce & Associates attorney name or IARDC #
- c. ~~Motion for Judgment for Foreclosure and Sale (1 pg.)~~
 - 1) A single sentence
 - 2) No legible Pierce & Associates attorney name or IARDC #
- d. ~~Motion for Summary Judgment (1 pg.)~~
 - 1) **“Verified complaint” – no such verification**

NOTE: Motion for Summary Judgment not recorded with the Court prior to the April 4th status hearing where the Court suddenly granted a different Plaintiff Motion for Summary Judgment that was not served upon Defendant ever

- 2) Affidavit of Prove-Up not served
- 3) No legible Pierce & Associates attorney name or IARDC #
- 4) Attorney Affidavit never served nor recorded with the Circuit Court

16. 2010/08/12 Order (1 pg.)

- a. Defendant's motions are denied for the reasons stated by the Court on the record
NOTE: No such reasons were stated by the Court on the record

- b. All filings by Defendant Scheffers related to affirmative defenses, counterclaims, or related defense matters must be submitted to the Court for written approval regarding whether Plaintiff must respond or whether the filings will be stricken without hearing or further briefing.

NOTE: Court order totally violates Code of Civil Procedure. When the Defendant filed the Motion for Sanctions, Judge Siegel recused himself. This Court order for written reply has never been honored by the Court

17. 2010/06/22 Order (1 pg.)

- a. Hearing on the motion to correct the order, motion to compel production and motion to reconsider is set for hearing on Thursday 8-12-10 at 9:30 a.m. #129
- b. The hearing date of 7-15-10 is cancelled.

18. 2010/06/09 Defendant Motion to Compel Production

NOTE: Extensive Defendant commentary has been added throughout

- a. Notice of Motion (1 pg.)
- b. Defendant Motion to Compel Production (4 pgs.)
- c. List of Exhibits (1 pg.)
- d. Defendant Certification (1 pg.)

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

GROUP EXHIBIT C, Relevant 12th Judicial Circuit Court Pleadings, Hearings, and Orders (con't.)

Nbr Description

19. 2010/06/09 Defendant Motion to Reconsider
NOTE: Extensive Defendant commentary has been added throughout
- a. Notice of Motion (1 pg.)
 - b. Defendant Motion to Reconsider (1 pg.)
 - c. Memorandum in Support of Defendant Motion to Reconsider (10 pgs.)
 - d. Defendant Certification (1 pg.)
 - e. List of Exhibits (4 pgs.)
20. 2010/05/13 Report of Proceedings, pg. 1, pgs. 4-8, pgs. 22-23 (8 pgs.)
NOTE: Extensive Defendant commentary has been added throughout
- a. **“Where is your original motion to dismiss?”** (pg. 6, lns. 12-13)
 - b. **“I am looking still for your motion to dismiss. Do you have her original motion to dismiss** (pg. 6, lns. 20-22)
 - c. **“I don’t have Defendant’s original Motion to Dismiss”** (pg. 7, lns. 8-9)
 - d. **“Where is defendant’s first request for production?”** (pg. 7, lns. 14-15)
 - e. **“What I am going to ask that you do is that you comply with Rule 2-619.1, which requires you specifically indicate which of your claims to dismiss are made under 2-615 and which or your claims to dismiss are made under 2-615 <sic>”** (pg. 11, lns. 3-7)
 - f. **“That’s what is kind of already in my reply to her”** (pg. 22, lns. 8-9)
 - g. **“Now, what I haven’t gotten probably is your latest filing which you claim was filed with the Court on Monday, and they have not gotten it to the file”** (pg. 22, lns. 22-24)
 - h. **“I am simply indicating a request that you comply with 2-619.1, and you separate the stuff out, so that I don’t have to guess whether or not you are seeking dismissal for a particular reason under 2-615 or 2-619”** (pg. 23, lns. 4-8)
 - i. **“I also did a 2-616.2, that they don’t have legal standing, and 619.7, which is fraud”** (pg. 23, lns. 9-10)
 - j. **“That has already been decided. They have standing pursuant to my ruling today”** (pg. 23, lns. 11-12)
 - k. **“But that was before I amended it, so”** (pg. 23, lns. 13-14)
 - l. **“That part of it is done. They have standing”** (pg. 23, lns. 15-16)
 - m. **“When they do not hold the mortgage, they do not hold the note, there is no evidence of any kind that my mortgage was ever even sold into this trust”** (pg. 23, lns. 17-20)

NOTE: The Court had no legal grounds to rule that the Plaintiff had standing, particularly when the Court did not even have the Defendant’s Reply of May 5, 2010 that specifically dealt with Sections 2-615 and 2-619 on pgs. 5-9 (see attached Group Exhibit C.22)

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT C, Relevant 12th Judicial Circuit Court Pleadings, Hearings, and
Orders (con't.)**

Nbr Description

21. 2010/05/13 Order (1 pg.)
 - a. Plaintiff's Motion to Dismiss is granted
 - b. Defendant's Motion to Dismiss is denied
 - c. ~~The Court finds that Plaintiff has legal standing~~
 - d. Defendant is granted leave to file a Motion to Dismiss that complies with 735 ILCS 2-619.1
 - e. Hearing set for July 15, 10:30 a.m.
22. 2010/05/05 Defendant's Reply to Plaintiff's Response to Defendant Scheffer's <sic> Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing
NOTE: Extensive Defendant commentary has been added throughout
 - a. Notice of Filing (1 pg.)
 - b. Defendant's Reply to Plaintiff's Response to Defendant Scheffer's <sic> Motion to Dismiss Complaint to Foreclose Mortgage for Lack of Legal Standing (10 pgs.)
 - c. Defendant Certification (1 pg.)
 - d. Proof of Service (1 pg.)
23. 2010/02/26 Plaintiff's Response to Defendant's First Request for Production (6 pgs.)
24. 2009/12/24 Defendant's First Request for Production for the January 28, 2010 hearing or other time (3 pgs.)

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

GROUP EXHIBIT D, Critical Exhibits repeatedly submitted under Section 1 109 certification (descending chronological order)

Nbr Description

1. **2009/09/16 Pierce & Associates Collection Letter pg. 1 (1 pg.)**
 - a. **Hired by American Home Mortgage Servicing, Inc., not by the Plaintiff**
 - b. **Amount due \$186,795.82 vs. Complaint Amount Due of \$170,962.23**
2. **2009/01/15 Assignment of Mortgage/Deed (1 pg.)**

NOTE: Alleged assignment was notarized after the Note was in default with an effective date after the Note was included in a Chapter 7 Bankruptcy filing on January 30, 2009

 - a. **Citi Residential Lending Inc. as Attorney-In-Fact for Town and Country Credit Corp WITH NO POWER OF ATTORNEY RECORDED WITH WILL COUNTY RECORDER**
 - b. **To Deutsche Bank National Trust Company, as Trustee for, Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1**
 - c. **Under the Pooling and Servicing Agreement dated February 1, 2004**
 - d. **Signed by Crystal Moore, as Vice President of Citi Residential Lending Inc.**
 - e. **Notarized by Bryan J. Bily**
 - f. **Notary date January 15, 2009**
 - g. **Effective 2/11/09**
 - h. **Prepared by Jessica Fretwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800) 34-6-9152**
 - i. **Return to AHMSI, C/O NTC 2100 Alt. 19 North, Palm Harbor, FL**
 - j. **Recorded in Will County on 03/18/2009**
 - k. **CRL L#: 0065794000**
 - l. **Assignee L#: 4000536807**
 - m. **Investor L#: 0065794000**
 - n. **Custodian: 85**
3. **2008/11/20 Alleged corporate resolution by Citi Residential Lending Inc. (3 pgs.)**
 - a. **Bryan Bily**
 - b. **Crystal Moore**
 - c. **Only 2 of 3 signatures**
 - d. **No titles of signatories**

NOTE: Where did Town & Country Credit authorize Citi Residential Lending Inc. to have legal standing to assign the Note and the Mortgage
4. **2009/03/18 Will County Recorder Summary Information (1 pg.)**

NOTE: Alleged assignment notarized on January 15, 2009 with an effective date of February 11, 2009 was not recorded until March 18, 2009 after the Note was included in a Chapter 7 Bankruptcy filing on January 30, 2009 (see attached Group Exhibit D.2)

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT D, Critical Exhibits repeatedly submitted under Section 1 109
certification (con't.)**

Nbr Description

5. 2011/03/01 E-mail response from Craig Loveless, Deputy Recorder/Legal, DuPage County (1 pg.)
NOTE: “At the direction of the Recorder I have forwarded your letter and all documents to the DuPage County State’s Attorney for further review and action.”
 - a. “As a point of information, our office is required by Illinois Statutes to record any document presented to us as long as the document contains the information mandated by State Statute and County Ordinance”
NOTE: There is no verification of assignments, so they do not constitute evidence
6. Corporation Assignment of Real Estate Mortgage example that meets the recording requirements of the Illinois Conveyances Act (2 pgs.)
 - a. **Illinois notary**
 - b. Alleged President and Vice-President titles and signatures
 - b. **Witnesses**
7. **Mortgage, pg. 1, as filed with the Complaint (1 pg.)**
 - a. With Will County Recorder stamp (1 pg.)
 - b. Not a “true and correct copy” of a legal-sized document
 - c. Missing bottom
8. **Mortgage, pg. 1, as submitted to the Court on April 4, 2011 (1 pg.)**
 - a. No prior service upon the Defendant
 - b. **No Will County Recorder stamp**
 - c. Includes bottom of document with “certified to be a true and exact copy of the original” stamp
 - 1) With initials only
 - 2) Not a notary**NOTE: What Pierce & Associates submitted to the Court was not even a “true and correct” copy of what was filed with the Complaint with Will County Recorder stamp**
9. **Mortgage, pg. 1, as served upon the Defendant on May 5, 2011, after the May 4, 2011 status hearing where the Court suddenly granted Plaintiff Motion for Summary Judgment (1 pg.)**
 - a. **No Will County Recorder stamp**
 - b. Not a “true and correct copy” of a legal-sized document
10. Notary page for Dante M. Royster (1 pg.)
 - a. Not notary on each page
 - b. With “certified to be a true and exact copy of the original” stamp
 - c. Bar code for document tracking
11. Signature/Name Affidavit (1 pg.)
 - a. Bar code for document tracking**NOTE: No notarization date**

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT D, Critical Exhibits repeatedly submitted under Section 1 109
certification (con't.)**

Nbr Description

12. 2010/09/01 Affidavit of Prove-up (presiding judge) (2 pgs.)
- a. Joseph Klaminski (known “robo-signer” on the Internet)
 - b. Authorized agent as both Assistant Secretary and Vice President
- NOTE: Where is signing authority from Plaintiff for agent status**
NOTE: Not “by American Home Mortgage Servicing, Inc., as attorney in fact” as stated on the January 20, 2011 affidavit (see attached Group Exhibit D.13)
- c. Notarized in Duval County, Florida
 - d. American Home Mortgage Servicing Inc. is in Texas
 - e. Deutsche Bank National Trust Company is in California
 - f. Specifies \$26,705.30 in accrued interest
 - 1) Violates Chapter 7 Bankruptcy filed on January 30, 2009
- NOTE: The affiant apparently had no personal knowledge of the Chapter 7 Bankruptcy**
- g. Specifies late charges of \$466.53 prior to acceleration
 - 1) There was no acceleration
 - 1) Violates Chapter 7 Bankruptcy filed on January 30, 2009
- NOTE: The affiant apparently had no personal knowledge of the Chapter 7 Bankruptcy**
- h. Specifies \$9,572.10 in real estate taxes
 - i. Specifies \$68.60 for unknown Inspections
 - j. Specifies \$300.00 for a broker’s price Opinion
- NOTE: No supporting documentation of any kind was attached or presented to the Court on April 4, 2011**
NOTE: An in-state notary is required by Sec. 37 of the Illinois Conveyances Act
NOTE: A judicial certificate of personal knowledge of the affiant is required by Sec. 24 of the Illinois Conveyances Act

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT D), Critical Exhibits repeatedly submitted under Section 1 109
certification (con't.)**

Nbr Description

13. 2011/01/20 Affidavit of Prove-up (recused Judge Siegel) (2 pgs.)
a. Joseph Kaminski (known “robo-signer” on the Internet)
b. **“by Armerican Home Mortgage Servicing, Inc., as attorney in fact”**
c. Authorized agent as only Assistant Secretary, not as Vice President on September 1, 2010 affidavit (see attached Group Exhibit D.12)

NOTE: Where is signing authority from the Plaintiff

- d. Notarized in Duval County, Florida
e. American Home Mortgage Servicing Inc. is in Texas
f. Deutsche Bank National Trust Company is in California
g. Specifies \$29,131.64 in accrued interest vs. \$26,705.30 on September 1, 2010 affidavit

- 1) Violates Chapter 7 Bankruptcy filed on January 30, 2009

**NOTE: The affiant apparently had no personal knowledge of the Chapter 7
Bankruptcy**

- h. Specifies late charges of \$466.53 prior to acceleration

- 1) There was no acceleration

- 1) Violates Chapter 7 Bankruptcy filed on January 30, 2009

**NOTE: The affiant apparently had no personal knowledge that there was no
acceleration**

**NOTE: The affiant apparently had no personal knowledge of the Chapter 7
Bankruptcy**

- i. Specifies \$9,572.10 in real estate taxes
j. Specifies \$68.60 for unknown Inspections
k. Specifies \$400.00 for a broker’s price Opinion, \$100 more than the September 1, 2010 affidavit

**NOTE: No supporting documentation of any kind was attached or presented to the
Court on April 4, 2011**

NOTE: An in-state notary is required by Sec. 37 of the Illinois Conveyances Act

**NOTE: A judicial certificate of personal knowledge of the affiant is required by Sec.
24 of the Illinois Conveyances Act**

14. 2010/01/28 James R. Dougherty business card before Dykema filed its appearance on February 3, 2010

15. 2010/01/28 Report of Proceedings, pg. 1 (1 pg.)

- a. James R. Dougherty of Dykema Gossett participated prior to filing an appearance on February 5, 2010

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT D, Critical Exhibits repeatedly submitted under Section 1109
certification (con't.)**

Nbr Description

16. 2010/02/23 Dykema mailing to Defendant
- a. 2010/02/23 Cover letter (1 pg.)
 - b. 2010/02/05 Dykema appearance filed with the Court (1 pg.)
- NOTE: Dykema participated in January 28, 2010 hearing before having filed its appearance on February 5, 2010**
17. 2010/10/25 Deutsche Bank Re: Certain Allegations Regarding Loan Servicer Foreclosure Practices (1 pg.)
- a. “Specifically, the Trustee issued, on October 8, 2010, the attached memorandum to all loan servicers for **U.S. residential mortgage backed securities trusts**”
- NOTE: The alleged trust is not a loan trust as specified in Sec. 15-1106 of the Illinois Mortgage Foreclosure Law**
18. 2010/10/08, Deutsche Bank Re: Allegations Regarding Certain Servicing Foreclosure Procedures (3 pgs.)
- a. “We write to express the Trustee’s serious concern regarding allegations of potential defects in foreclosure practices, procedures and/or documentation used by *certain major loan servicers and their agents*” (pg. 1)
 - b. “**Cease and desist from taking any unlawful or improper action with respect to the servicing of Trust assets, including, but not limited to, making any false or misleading statements in any filing, notice, document or paper of any kind**” (pg. 2)
 - c. “**Cease and desist from executing any document on behalf of the Trustee or on behalf of any Trust, under any power or attorney or otherwise, unless and until the Servicer and its agents have: (a) verified that all statements in such document are true, complete and correct; and (b) determined that the execution and filing of such documents are in full compliance with all applicable laws, rules and regulations, including all applicable rules of court**” (pg. 2)
- NOTE: The January 10, 2011 Affidavit of Prove-Up document violates this Cease and Desist order with its violation of the Chapter 7 Bankruptcy filing on January 30, 2009**
- NOTE: The affiant apparently had no personal knowledge of the Chapter 7 Bankruptcy**
- d. “**Cease and desist from executing any document in a manner that indicates or suggests that the signatory is an officer or employee of the Trustee**” (pg. 2)
- NOTE: The January 10, 2011 Affidavit of Prove-Up document violates this Cease and Desist order as “Agent” for the Trustee**

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

**GROUP EXHIBIT D, Critical Exhibits repeatedly submitted under Section 1 109
certification (con't.)**

Nbr Description

19. 2008/07/28 Deutsche Bank Re: Advisory Concerning Servicing Issues Affecting
Securitized Housing Assets (4 pgs.)

**NOTE: The alleged trust is not a land trust as specified in Sec. 15-1106 of the Illinois
Mortgage Foreclosure Law**

- a. **“(1) Foreclosure Procedures: Proof of “Ownership” of Loans (pg. 1)**

1) “in compliance with all federal, state, and local laws, rules, regulations
and court procedures”

**NOTE: The Illinois Conveyances Act controls the recording requirements relative
to real estate liens**

- b. “In this regard, the Trustee is concerned that servicers make clear to their
servicing personnel and other professionals, including legal counsel, retained by
servicers, that **securitization trusts typically become the owners of, and take
title to, mortgage loans at the time the securitization trusts are formed** (pg. 2)

NOTE: The alleged Trust closed on February 6, 2004

- c. “In particular, servicing professionals must become sufficiently familiar with the
terms of the relevant securitization documents for each Trust for which they act to
explain and, where necessary, prove those terms and the resulting ownership
interests to courts and government agencies” (pg. 2)

- d. **“In no event should servicer-retained foreclosure professionals, including
counsel, mislead third parties, including courts, into believing that the
Trustee directly controls the foreclosure process or any related litigation
process** (pg. 2)

**NOTE: The Complaint in this instant action lists the Trust as Plaintiff, not
American Home Mortgage Servicing, Inc., as servicer on behalf of the Trust**

20. 2007/08/30 Deutsche Bank Re: Complaint With Laws, Rules and Regulations in
Connection With Foreclosures on Securitized Assets: Attentiveness to Certain
Community and Governmental Concerns: Proper Description of Legal Capacities (2 pgs.)

**NOTE: The alleged trust is not a land trust as specified in Sec. 15-1106 of the Illinois
Mortgage Foreclosure Law**

- a. “d) At all times properly identify your representative capacity, as servicer, and
DBNTC’s or DBTCA’s capacity “as Trustee of [insert name of relevant Trust]” in
all notices, pleadings, correspondence or other documents relating to the mortgage
loans” (pg. 2)

**NOTE: The Complaint in this instant action lists the Trust as Plaintiff, not
American Home Mortgage Servicing, Inc., as servicer on behalf of the Trust**

21. 2007/10/23 Citi Residential Lending RESPA correction letter stating that “The
creditor to which the obligation is owed is Ameriquest Mortgage Securities, Inc.”,
not Deutsche Bank National Trust.

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

GROUP EXHIBIT L, *Financial damages due to predatory mortgage and wrongful foreclosure filing by Pierce & Associates and litigation by Amy Jonker/Dykema Gossett and various Pierce & associates attorneys*

Nbr Description

1. 2011/04/11 Quicken report of an estimated \$3,430.72 in non-final, ongoing cash outlays by the Defendant, an indigent person, since January 1, 2009 when the Chapter 7 Bankruptcy was being processed for submission on January 30, 2009 (4 pgs.)
2. 2003/04/22 Screen prints from the Pierce & Associates website as archived by the “The Wayback Machine at www.archive.org (Defendant requests judicial notice) (7 pgs.)
 - a. Archived Results from Jan 01, 1996 – latest (pg. 1)
 - b. Pierce & Associates website (www.atty-pierce.com) home page as archived on 04/02/03 (pg. 2)
 - c. Referral Package Requirements as archived on 04/02/03 (pg. 3)
 - 1) “We must have the original Mortgage, Note and Assignments for entry of Judgment.”
 - 2) “...we must have the original documentation to present to Court at the time Judgment is entered...”

NOTE: Pierce & Associates filed the Complaint in this instant action without having the original Mortgage or Assignment in violation of its own, long-standing law office procedures

- e. Pierce & Associates, P.C., Schedule of Fees (pgs. 4-7)
 - 1) “Preparation of Assignments, \$75.00” (pg. 4)
 - 2) “Paralegal Hourly Rate on Loan Disputes, \$75.00” (pg. 5)

NOTE: The Lis Pendens was filed for the Complaint in this instant action on 08/26/09, more than 20 months ago. Yet, the requisite original documents and sworn affidavits to verify the Complaint and attorney fees are still not available.

NOTE: The Court suddenly granted Plaintiff Motion for Summary Judgment at a status call on April 4, 2011, when the Plaintiff’s Motion for Summary Judgment had just been denied on March 22, 2011

3. 2003/12/18 Fixed Rate Note, pg. 1 (1 pg.)
 - a. First payment due on Feb. 1, 2004
 - b. Monthly \$1,315.86 payments made from February of 2004 through October of 2008
 - 1) 11 months in 2004
 - 2) 36 months in 2005-2006-2007
 - 3) 10 months in 2008

57 months at \$1,315.86 = \$75,004.02,

NOTE: Defendant made payments when there was no legally enforceable Owner of Record per the Will County Recorder

- 4) Late fees and other penalties

**LIST OF EXHIBITS – MOTION TO VACATE
ORDER FOR FORECLOSURE AND SALE (CON'T.)**

GROUP EXHIBIT E, Financial damages due to predatory mortgage and wrongful foreclosure filing by Pierce & Associates and litigation by Amy Jonker/Dykema Gossett and various Pierce & associates attorneys (con't.)

Nbr Description

4. Other costs:
 - a. Transportation costs:
 - 1) *To and from south Naperville to the Joliet courthouse to record all pleadings and to attend the many hearings since August 26, 2009*
 - 2) *To and from the requisite notaries*
 - 3) *To and from Staples for copy/print jobs and for related home printer supplies per the purchases as documented in the Quicken reports above*
 - b. *An hourly rate or flat rate per pleading, response, or reply, each equivalent to a university "term paper" (see \$75.00/hour paralegal hourly rates charged by Pierce & Associates in 2003 above)*

STATE OF ILLINOIS)
)SS
COUNTY OF WILL)

IN THE CIRCUIT COURT OF THE TWELFTH JUDICIAL CIRCUIT
WILL COUNTY, ILLINOIS

FILED
JUN 22 AM 10:32
09 09 3297
JUN 22 2011
COURT CLERK
WILL COUNTY, ILLINOIS

Deutsche Bank Nat'l Trust Co.
Plaintiff

vs

CASE NO: 09 09 3297

Lauren Schaffers et al
Defendant

COURT ORDER

This Cause coming to be heard on Defendant's motions, the Court hearing argument of Defendant and counsel for plaintiff, and fully advised in the premises, IT IS HEREBY ORDERED THAT:

- 1) Defendant's motion to vacate judgment of foreclosure and Sale is denied.
- 2) Defendant's motion for temporary restraining order and preliminary injunction is denied.
- 3) Defendant's motion to Compel Production 2 is denied.
- 4) Defendant's motion for Sanctions against Pierce + Associates ~~is~~ is denied.

Attorney or Party, if not represented by Attorney

Name Deisinger

ARDC # 6286021

Firm Name Pierce + Assoc.

Attorney for PT

Address 1 N Dearborn 1300

City & Zip Chicago 60602

Telephone 312 346 9088

Dated: 6/22, 20 11

Entered: [Signature]
Judge

WCCA 06222011

PAMELA J. MCGUIRE, CLERK OF THE CIRCUIT COURT OF WILL COUNTY

GROUP EXHIBIT 14

Case 09CH3797, Filed 08/26/2009

Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

PROOF OF SERVICE

The undersigned certifies that true copies of the foregoing instrument, *Defendant's Second Request for Production*, was served upon

Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

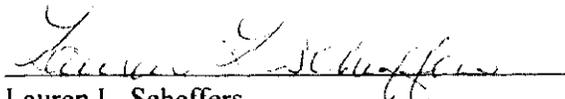
by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0310 2010 0002 2730 4177, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. the 22nd day of February, 2011 and to

Denis Pierce
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0310 2640 0001 7662 0927, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. the 22nd day of February, 2011, and to

ATTN: David Co, Director
Deutsche Bank National Trust Company, as trustee
1761 East St. Andrew Place,
Santa Ana, C A 92705-4934

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt
0310 2640 0001 766 2 0910, properly addressed with postage prepaid by Priority Mail, and
depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave.,
Naperville, IL 60540 prior to 7:00 p.m. the 22nd day of February, 2011.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651
Feb 22, 2011

Date

Sworn to and subscribed before me this the 22nd day of February, 2011.



My Commission Expires: 11/26/11



STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST) Judge Raymond E. Rossi
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)

PLAINTIFF)

VS)

LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS:)

DEFENDANTS)

DEFENDANT'S SECOND REQUEST FOR PRODUCTION

Defendant (Pro Se ("Defendant"), Lauren L. Scheffers, requests Plaintiff ("Plaintiff"),

Deutsche Bank National Trust Company, to produce for the Court and for Defendant inspection and copying the original of the following documents, redacted as appropriate, at such place and time as the parties may hereafter agree:

1. The contract where the Plaintiff, not its servicer, hired Pierce & Associates to represent the Plaintiff in this instant action.
2. The contract where the Plaintiff, not its servicer, hired a second law firm, Dykema Gossett PLLC, to represent the Plaintiff in this instant action,

3. As previously requested, a copy of the portion of the Prospectus submitted to the Securities Exchange Commission for this Amerquest Mortgage Securities Trust 2004-R1 that verifies that this mortgage and note were included in the \$1.3+ billion of notes in this trust,

4. As previously requested, the original sale or assignment documentation, including the sale or assignment date (MM/DD/YYYY) prior to this Trust's closing date of February 6, 2004, of this Mortgage and Note by Town & Country Lending, Inc. to the Deutsche Bank National Trust Company as Trustee in Trust for the Benefit of the Certificate Holders for Amerquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1.

5. Per the assignment recorded with the Will County Recorder, the negotiation and transfer of this mortgage and note into the alleged trust in 2009, which is a forbidden transaction for a REMIC trust that closed in February of 2004 and was also after the mortgage was in default.

6. The signing authority document for Crystal Moore, an employee of Nationwide Title Clearing Inc., to sign the assignment to the Plaintiff as "Vice President of Citi Residential Lending", when she was not, in fact, an employee of Citi Residential Lending, the servicer at that time.

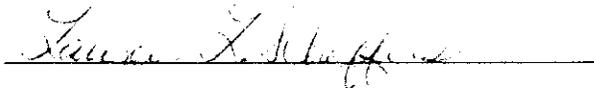
7. Copies of all current and archived transaction records related to this instant action in the former and current servicer accounting records since December 18, 2003, specifically including any advances made by the master servicer for delinquent mortgage payments, late payment penalties, real estate taxes, legal fees, and miscellaneous fees.

8. A certified copy of the Plaintiff's license to transact business in Illinois for its routine business of selling and buying foreclosed property in the State of Illinois, per the thousands of county property records publicly available online, and

9. A copy of the October 25, 2010 Deutsche Bank letter re: *Certain Allegations Regarding Loan Servicer Foreclosure Practices* sent to the Plaintiff's servicers with Cease and Desist instructions that have been blatantly violated in this instant action.

In addition, Defendant Pro Se, Lauren L. Scheffers, requests the Plaintiff produce for the Defendant an electronic copy (via CD or DVD) the following document:

10. The Pooling and Servicing Agreement between the Plaintiff and each of its former servicers, including American Home Mortgage Servicing, Inc. and Citi Residential Lending Inc..



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

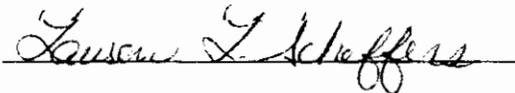
IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST) Judge Raymond E. Rossi
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
PLAINTIFF)
VS)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
DEFENDANTS)

NOTICE OF MOTION

To:	By USPS Priority Mail	By USPS Priority Mail	By USPS Priority Mail
	Denis Pierce	ATTN: David Co, Director	Patrick Stanton, Amy Jonker
	Pierce & Associates	Deutsche Bank National	Dykema Gossett PLLC
	Thirteenth Floor	Trust Company, as trustee	10 South Wacker Drive
	1 North Dearborn	1761 East St. Andrew Place	Suite 2300
	Chicago, IL 60652	Santa Ana, CA 92705-4934	Chicago, IL 60606

PLEASE TAKE NOTICE that on **June 22, 2011 at 9:00 a.m.** in **Room 401** of the Will County Court House, 14. W. Jefferson Street, Joliet, Illinois 60432, the undersigned will present before the **Honorable Judge Raymond E. Rossi**, the Defendant **Motion to Compel Production 2**, a copy of which is served upon you.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-305-3401

Case 09CH3797, Filed 08/26/2009

Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

PROOF OF SERVICE

The undersigned certifies that true copies of the foregoing instruments, Defendant *Motion to Compel Production 2*, to be served upon

Denis Pierce
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

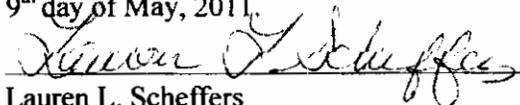
by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0310 3490 0000 2511 0825, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 9th day of May, 2011 and to

ATTN: David Co, Director
Deutsche Bank National Trust Company, as trustee
1761 East St. Andrew Place,
Santa Ana, CA 92705-4934

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0310 3490 0000 2511 0832, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 9th day of May, 2011 and to

Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0310 3490 0000 2511 0849, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 9th day of May, 2011.

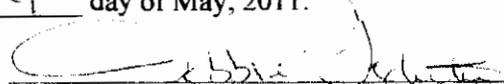


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

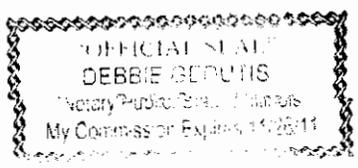
May 9 2011

Date

Sworn to and subscribed before me this the 9th day of May, 2011.

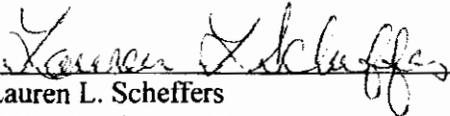


My Commission Expires: 11/26/11

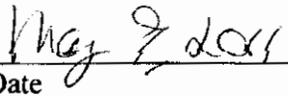


DEFENDANT CERTIFICATION – MOTION TO COMPEL PRODUCTION 2

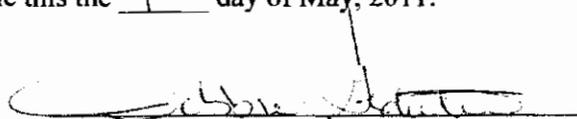
Under penalties as provided by law pursuant to Section 1 109 of the Code of Civil Procedure (735 ILCS 5/1 109/from Ch. 110, par. 1 109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies, as aforesaid that Defendant verily believes the same to be true.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-305-3401

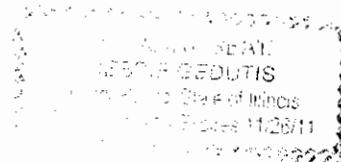

Date

Sworn to and subscribed before me this the 9th day of May, 2011.



My Commission Expires:

11/26/11



IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,	) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST	) Judge Raymond E. Rossi
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
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PLAINTIFF)
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VS)
)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)
)
DEFENDANTS)

DEFENDANT MOTION TO COMPEL PRODUCTION

I, Lauren L. Scheffers, Defendant Pro Se, move the court for the entry of an Order directing Plaintiff to produce to Defendant the documents described in the Defendant’s Second Request for Production of February 22, 2011 (see attached Group Exhibit 1.5), prior to any Court orders in 2011.

1. Per its own collection letter dated September 9, 2009 (see attached Group Exhibit 1.9), Plaintiff’s alleged counsel, Pierce & Associates, stated that it was hired by American Home Mortgage Servicing, Inc., the servicer, not by the Plaintiff.

2. Therefore, Pierce & Associates has grossly violated attorney ethics and Officer of the Court status by filing the Complaint to Foreclose Mortgage and by filing pleadings and litigating in the March 3, 2011 and the April 4, 2011 hearings for a Plaintiff that is not even its client.

3. Contrary to statements made in the Plaintiff’s Response to Defendant’s Request for Production (see attached Group Exhibit 1.3), all rulings of the Court that the Plaintiff has legal

standing are erroneous, since the Court denied the Motion to Compel Production of the original Note and the original Mortgage (see attached Group Exhibit 1.8).

4. The Court should take note that the courtesy copy certified as having been mailed to the Defendant on March 16, 2011 was not sent to the Defendant until March 21, 2011 (see attached Group Exhibit 1.2 inclusive).

5. The Court should take note that the alleged affidavits were not included in service to the Defendant or in what was recorded with the Court on March 17, 2011, so the Plaintiff committed perjury and was in contempt of court for the March 3, 2011 order.

6. As previously submitted under Section 1109 certification, Defendant has submitted two Assignments (see attached Group Exhibits 1.7.a and 1.7.b) and other evidentiary material to June Clarkson, Assistant Attorney General of Florida (see attached Group Exhibits 1.7 and 1.6 inclusive), regarding Nationwide Title Clearing's employees fabricating false and misleading assignments for recording in the property records, such as those of the Will County Recorder.

7. Subsequently, Nationwide Title Clearing submitted a Cease and Desist Order (see attached Group Exhibit 1.4 inclusive, judicial notice requested) relative to its employee, Bryan Bly), where it denied that there was anything improper for "Mr. Bly to sign numerous mortgage assignments each day as an officer of over 20 banks and mortgage companies" (see attached Group Exhibit 1.4.a).

8. That explanation goes on to state, "Even though he was told there were corporate resolutions from those companies authorizing him to sign as an officer of those banks and mortgage companies" (see attached Group Exhibit 1.4.a).

9. The additional statement was made, "Assignments simply need to be executed, the signer is not required to read them before signing" (see attached Group Exhibit 1.4.c).

10. Therefore, Nationwide Title Clearing's legal counsel has admitted that its own employees signed assignments as though they were employees of other firms in order to circumvent property recording requirements.

11. Nationwide Title Clearing also submitted the example of a corporate resolution for Citi Residential Lending (see attached Group Exhibit 1.11), the very one that Defendant requested in the Defendant Second Request for Production.

12. Yet, there is no competent evidence that the lender, Town & Country Credit, authorized Citi Residential Lending to act as its attorney-in-fact on any assignments like the one filed with the Will County Recorder that the Court has been unable to find in its official records (see attached Group Exhibit 1.10).

13. The Court should note that Amy Jonker, Dykema Gossett, allegedly also represents Nationwide Title Clearing (see attached Group Exhibit 1.1) and refused to produce any of the documents requested that go directly to the Plaintiff's lack of legal standing.

14. As a matter of law, the Plaintiff is required to produce in open court the original Note, the original Mortgage, and the chain of assignments from Town & Country Credit to the Plaintiff, particularly when the Plaintiff has been challenged by the Defendant to do so from the outset.

WHEREFORE, DEFENDANT REQUESTS:

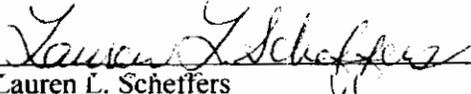
1. Defendant hereby requests that this court enter an Order directing Plaintiff to produce the documents requested by the Defendant in Defendant's Second Request for Production.

2. If the Plaintiff is unable to produce the original Mortgage, the original Note, and the original Assignment as recorded with the Will County Recorder, as well as competent evidence that this loan was submitted in the mortgage loan schedule submitted to the Securities Exchange

Commission in 2004, the Plaintiff has submitted no competent evidence of any kind that Defendant's mortgage and note were ever part of the Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1.

3. If the Plaintiff has no competent evidence to support its Complaint to Foreclose Residential Mortgage, the Defendant requests such other and further relief to which Defendant may be justly entitled to under the circumstances, including sanctions and damages, for having to defend a frivolous, wrongful foreclosure lawsuit for more than 1.5 years of legal gamesmanship that has made a total mockery of the 12th Judicial Circuit Court.

Respectfully submitted,


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-212-5651

LIST OF EXHIBITS – MOTION TO COMPEL PRODUCTION 2

EXHIBIT

Nbr Description

1. Notice of Filing (1 pg.)
2. Motion to Compel Production 2
3. Defendant Certification (1 pg.)
4. Proof of Service (1 pg.)
5. List of Exhibits (3 pgs.)

GROUP EXHIBIT 1, Relevant Exhibits submitted with many previous pleadings, all under Section 1109 certification (in descending chronological order)

Nbr Description

1. 2011/03/28 Dykema Gossett letter (1 pg.)
 - a. Amy Jonker, Dykema Gossett, is now representing Nationwide Title Clearing, Inc.
 - b. Response only deals with Nationwide Title Clearing, Inc., not the Second Request for Production of Dykema Gossett to produce the contract from the Plaintiff hiring Dykema Gossett as its counsel, since Pierce & Associates was not hired by the Plaintiff, but by American Home Mortgage Servicing, Inc. as servicer
2. 2011/03/21 Notice of Mailing sent to the Defendant
 - a. Notice of Mailing (1 pg.)
 - 1) March 16, 2011 date submitted to the Court changed to March 21, 2011
 - 2) "...affidavits of prove-up and the attorney affidavit that Plaintiff previously submitted in support of its motion for summary judgment"

NOTE: Plaintiff Motion for Summary Judgment was not served on Defendant until April 5, 2011, when the Court had already granted it on April 4, 2011

NOTE: Affidavits were not submitted previously, were not included in this mailing as stated in the Notice of Mailing, and were not served prior to the March 3, 2011 hearing nor prior to the April 4, 2011 hearing

NOTE: Document included in the Notice of Mailing was Response to Defendant's Request for Production, not what was submitted with the courtesy copy

3. 2011/03/21 Response to Defendant's Request for Production (2 pgs.)
4. 2011/03/14 Glenn Rasmussen Fogarty & Hooker Cease and Desist Demand Regarding Materially False Statements (7 pgs.)
 - a. "Your website falsely implied that it was improper for Mr. Bly to sign numerous mortgage assignments each day as an officer of over 20 banks and mortgage companies, even though he was told there were corporate resolutions from those companies authorizing him to sign as an officer of those banks and mortgage companies" (pg. 4)
 - b. "You go on to falsely imply that Mr. Bly was guilty of wrongful conduct because he did not read the assignments before signing them and had no knowledge of the contents" (pg. 4)
 - c. "As I am sure you know by now, NTC has duly-executed resolutions or powers of attorney for the financial institutions on whose behalf Mr. Bly executed the assignments. **Assignments simply need to be executed, the signer is not required to read them before signing, and your posts suggest otherwise**" (pg. 4)

LIST OF EXHIBITS – MOTION TO COMPEL PRODUCTION 2

GROUP EXHIBIT 1, Relevant Exhibits submitted with many previous pleadings, all under Section 1 109 certification (con't.)

Nbr Description

4. 2011/03/14 Glenn Rasmussen Fogarty & Hooker Cease and Desist Demand Regarding Materially False Statements (con't.)
NOTE: Under what authority from the lender, Town & Country Credit, authorized Citi Residential Lending to allow NTC, as a third party vendor, to fabricate the Assignment in this instant action?
 - 1) **Notarized after the Note was in default**
 - 2) **Recorded with the Will County Recorder after the Note had been included in a Chapter 7 Bankruptcy**
 - 3) **From Town & Country Credit to the Plaintiff, when the endorsements on the back of the Note clearly indicate that Town & Country Credit had already endorsed the Note to Ameriquest Mortgage Company**
 - 4) **From Town & Country Credit to the Plaintiff in 2009, when the Trust Prospectus filed with the Securities Exchange Commission in 2004 stated that Ameriquest Mortgage Company was the seller/depositor**
 - 5) **From Town & Country Credit to the Plaintiff in 2009, when such an addition to the REMIC trust after its closing date of February 6, 2004 is a prohibited transaction per IRS REMIC tax law**
- d. "It is false and misleading and must be removed immediately" (pg. 4)
5. 2011/02/22 Defendant's Second Request for Production
 - a. Defendant's Second Request for Production (3 pgs.)
 - b. Proof of Service (2 pgs.)
6. 2010/12/21 E-mail Response from June Clarkson, Assistant Attorney General of Florida (2 pgs.)
 - a. Confirms receipt of attached scanned copy of Defendant's USPS Priority Mail package sent 12/17/10 above
 - b. **Confirms that "this investigation" (regarding Nationwide Title Clearing) is being handled in our Tampa office by Victoria Butler**
7. 2010/12/17 USPS Priority Mail, signature-required, package mailed to **June M. Clarkson, (Florida) Assistant Attorney General, Economic Crimes Division**
 - a. Cover letter RE: **Ameriquest->CitiResidential/Nationwide Title Clearing ->Foreclosure Fraud** (3 pgs.)
 - b. Assignment of Mortgage/Deed for the Defendant's Aurora property (1 pg.)
 - c. Assignment of Mortgage/Deed for the property in this instant action (1 pg.)
8. 2010/08/12 Court Order (1 pg.)
 - a. Denies Defendant Motion to Compel First Request for Production that would have produced the endorsements on the back of the Note not produced for the Court until April 4, 2011

NOTE: Any orders regarding legal standing of the Plaintiff without such endorsements that conflict with the Assignment recorded with the Will County Recorder are VOID ab initio

LIST OF EXHIBITS – MOTION TO COMPEL PRODUCTION 2

GROUP EXHIBIT 1, Relevant Exhibits submitted with many previous pleadings, all under Section 1109 certification (con't.)

- | Nbr | Description |
|------------|--|
| 9. | 2009/09/16 Pierce & Associates Collection Letter pg. 1 (1 pg.) <ul style="list-style-type: none">a. Hired by American Home Mortgage Servicing, Inc., not by the Plaintiffb. Amount due \$186,795.82 vs. Complaint Amount Due of \$170,962.23 |
| 10. | 2009/01/15 Assignment of Mortgage/Deed (1 pg.) <p>NOTE: Alleged assignment was notarized after the Note was in default with an effective date after the Note was included in a Chapter 7 Bankruptcy filing on January 30, 2009</p> <ul style="list-style-type: none">a. Citi Residential Lending Inc. as Attorney-In-Fact for Town and Country Credit Corp WITH NO POWER OF ATTORNEY RECORDED WITH WILL COUNTY RECORDERb. To Deutsche Bank National Trust Company, as Trustee for, Ameriquest Mortgage Securities Trust 2004-R1, Asset-Backed Pass-Through Certificates, Series 2004-R1c. Under the Pooling and Servicing Agreement dated February 1, 2004d. Signed by Crystal Moore, as Vice President of Citi Residential Lending Inc.e. Notarized by Bryan J. Blyf. Notary date January 15, 2009g. Effective 2/11/09h. Prepared by Jessica Fretwell/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800) 346-9152i. Return to AHMSI, C/O NTC 2100 Alt. 19 North, Palm Harbor, FLj. Recorded in Will County on 03/18/2009k. CRIL L#: 0065794000l. Assignee L#: 4000536807m. Investor L#: 0065794000n. Custodian: 85 |
| 11. | 2008/11/20 Alleged corporate resolution by Citi Residential Lending Inc. regarding signing authority for assignments by Crystal Moore and Bryan Bly, both employees of Nationwide Title Clearing, Inc., not of Citi Residential Lending (3 pgs.) <ul style="list-style-type: none">a. Bryan Blyb. Crystal Moorec. Only 2 of 3 signaturesd. No titles of signatories <p>NOTE: Where did Town & Country Credit authorize Citi Residential Lending Inc. to have legal standing to assign the Note and the Mortgage</p> |

GROUP EXHIBIT 15

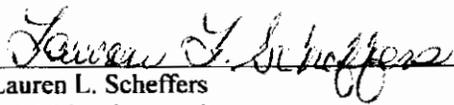
IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY - JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST) Judge Raymond E. Rossi
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
PLAINTIFF)
VS)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON-RECORD CLAIMANTS;)
DEFENDANTS)

NOTICE OF MOTION

To:	By US Priority Mail Denis Pierce, Robert Deisinger Pierce & Associates Thirteenth Floor 1 North Dearborn Chicago, IL 60602	By US Priority Mail ATTN: David Co, Director Deutsche Bank National Trust Company, as trustee 1761 East St. Andrew Place Santa Ana, CA 92705-4934	By US Priority Mail Patrick Stanton, Amy Jonker Dykema Gossett PLLC 10 South Wacker Drive, Suite 2300 Chicago, IL 60606
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PLEASE TAKE NOTICE that on **June 22, 2011 at 9:00 a.m.** in **Room 401** of the Will County Court House, 14. W. Jefferson Street, Joliet, Illinois 60432, the undersigned will present before the **Honorable Judge Raymond E. Rossi**, the Defendant *Motion for Temporary Restraining Order and/or Preliminary Injunction*, a copy of which is served upon you. The requisite courtesy copy has also been provided for the Honorable Judge Raymond E. Rossi.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-305-3401

Case 09CH3797, Filed 08/26/2009

Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

PROOF OF SERVICE

The undersigned certifies that true copies of the foregoing instrument, *Motion for Temporary Restraining Order and/or Preliminary Injunction*, to be served upon

Denis Pierce, Robert Deisinger
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0311 0240 0000 1268 2231, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 17th day of June, 2011 and to

ATTN: David Co, Director
Deutsche Bank National Trust Company, as trustee
1761 East St. Andrew Place
Santa Ana, CA 92705-4934

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0311 0240 0000 1268 2248, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 17th day of June, 2011 and to

Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt
0311 0240 0000 1268 2224, properly addressed with postage prepaid by Priority Mail, and
depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave.,
Naperville, IL 60540 prior to 7:00 p.m. this 17th day of June, 2011.

Lauren L. Scheffers

Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-305-3401

June 17, 2011
Date

Sworn to and subscribed before me this the 17 day of June, 2011.

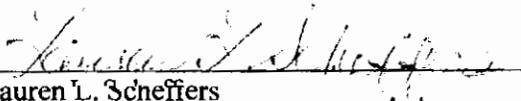
Barbara T. De Vito

My Commission Expires: 03/28/15

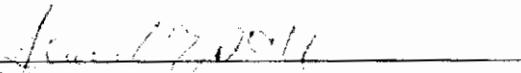


**DEFENDANT CERTIFICATION – MOTION FOR TEMPORARY RESTRAINING
ORDER AND/OR PRELIMINARY INJUNCTION**

Under penalties as provided by law pursuant to Section 1 109 of the Code of Civil Procedure (735 ILCS 5/1 109/from Ch. 110, par. 1 109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes the same to be true.



Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-305-3401



Date

Sworn to and subscribed before me this the 17 day of June, 2011.



My Commission Expires:

03/28/15



STATE OF ILLINOIS

COUNTY OF WILL

IN THE CIRCUIT COURT FOR THE 12TH JUDICIAL CIRCUIT
WILL COUNTY – JOLIET, ILLINOIS

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Case: 09CH3797
AS TRUSTEE IN TRUST FOR THE BENEFIT OF)
THE CERTIFICATE HOLDERS FOR AMERIQUEST) Judge Raymond E. Rossi
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)

PLAINTIFF)

VS)

LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS; UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY; UNKNOWN)
OWNERS AND NON RECORD CLAIMANTS;)

DEFENDANTS)

**MOTION FOR TEMPORARY RESTRAINING ORDER AND/OR
PRELIMINARY INJUNCTION**

NOW COMES Lauren L. Scheffers, Defendant Pro Se (“Defendant”), and states as follows in support of a temporary restraining order and/or preliminary injunction to stop the wrongful foreclosure sale of the Defendant’s home in this instant action.

NOTE: As a professional courtesy, the List of Exhibits submitted with each pleading acts as a Table of Contents to the many Exhibits submitted under Section 1109 certification. The bullet points summarize the key legal issues/rationale for the Court with the complete Exhibits submitted for the full context with Defendant emphases were added on the Exhibits themselves.

I. RELEVANT LAW

It is well-settled Illinois law that any attempt to commit "fraud upon the court" vitiates the entire proceeding

1. *The People of the State of Illinois v. Fred E. Sterling*, 357 Ill. 354, 192 N.E. 229 (1934) ("The maxim that fraud vitiates every transaction into which it enters applies to judgments as well as to contracts and other transactions.")
2. *Allen F. Moore v. Stanley F. Sievers*, 336 Ill. 316, 168 N.E. 259 (1929) ("The maxim that fraud vitiates every transaction into which it enters ...")
3. *In re Village of Willowbrook*, 37 Ill.App.2d 393 (1962) ("It is axiomatic that fraud vitiates everything.")
4. *Dunham v. Dunham*, 57 Ill.App. 475 (1894), affirmed 162 Ill. 589 (1896); *Skelly Oil Co. v. Universal Oil Products Co.*, 338 Ill.App. 79, 86 N.E.2d 875, 883-4 (1949)
5. *Thomas Stasel v. The American Home Security Corporation*, 362 Ill. 350, 199 N.E. 798 (1935).

II. STATEMENT OF FACTS

1. Defendant has repeatedly submitted these same Exhibits submitted under Section 109 certification relative to this instant action and to the DuPage County to various authorities, such as to James Henneley, Cook County Sheriff's Police, Financial Crimes/Public corruption/Senior Financial Exploitation Unit (see attached Group Exhibit 2 inclusive) and to Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Office of the Illinois Attorney General, in December of 2010 (see attached Group Exhibit 2) and on May 24, 2011 (see attached Group Exhibit 3 inclusive).

2. On May 25, 2011, the very next day after the May 24, 2011 e-mails with extensive supporting documents, the Illinois Attorney General issued subpoenas to Nationwide Title Clearing Inc. and Lender Processing Services (see attached Group Exhibit 1.1).

3. Defendant has submitted a Freedom of Information Act request to get copies of those subpoenas (see attached Group Exhibit 1.2).

4. Relative to the DuPage County wrongful foreclosure action, Defendant has filed an Appeal with the Second Appellate Court (see attached Group Exhibit 4 inclusive).

5. Defendant has filed the requisite Docketing Statement with the Second Appellate Court (see attached Group Exhibit 5 inclusive)

6. As Judge Siegel referenced in his December 22, 2010 Order of Recusal (see Exhibit 3), he recused himself as required by the Illinois Supreme Court Rule 63 (see attached Exhibit 1.1 inclusive), based on the extensive reports of proceedings that clearly demonstrated the total lack of impartiality.

7. As documented in the Motion for Sanctions of November 12, 2010 with all Exhibits submitted under Section 1109 certification, the law firms of Pierce & Associates and Dykema Gossett have perpetrated a Fraud upon the Court.

8. As documented in the Motion for Sanctions of May 10, 2010 with all Exhibits submitted under Section 1109 certification, the law firm of Pierce & Associates has continued to perpetrate a Fraud upon the Court.

9. As documented in Section IV. STATEMENT OF FACTS - JUDICIAL SABOTAGE OF DEFENDANT of the Motion to Vacate Judgment for Foreclosure and Sale of May 7, 2011 with all Exhibits submitted under Section 1109 certification, recently elected Judge Rossi has also failed to follow the most basic requirements in the Illinois Code of Civil Procedure (see Exhibit 1.1.a.(1)).

10. As documented in Section V. STATEMENT OF FACTS - JUDICIAL PRO-PLAINTIFF BIAS of the Motion to Vacate Judgment for Foreclosure and Sale of May 7, 2011 with all Exhibits submitted under Section 1109 certification, Judge Rossi has clearly perpetrated a Fraud upon the Court with his blatant lack of impartiality, but failed to disqualify himself for the same matter of law reasons as Judge Siegel (see attached Exhibit 1.1.c(1)).

11. As documented in Section VI. STATEMENT OF FACTS - JUDICIAL LACK OF BACKGROUND of the Motion to Vacate Judgment for Foreclosure and Sale of May 7, 2011 with all Exhibits submitted under Section 1109 certification, Judge Rossi has clearly does not yet have professional competence relative to this instant action as required by Illinois Supreme Court Rule 63 (see attached Exhibit 1.1.a(1)).

12. Additionally, both Judge Siegel and Judge Rossi have failed to report Pierre & Associates and Dyken na Gossett and their several attorneys for violations of Rule 8.4 of the Illinois Supreme Court (see attached Exhibit 1.2 inclusive) as required by the Illinois Supreme Court Rule 63 (see attached Exhibit 1.3(3)).

III. ARGUMENT

1. There are many black and white legal issues, each of which could have been enforced by the Court, but the Court failed to enforce any of them. In fact, per the many Reports of Proceedings related to each substantive ruling, the Court's rulings have all been in direct opposition to the foundational Illinois Civil Statutes, the Illinois Mortgage Foreclosure Law, the Illinois Conveyances Act, the Illinois Uniform Commercial relative to Negotiable Securities, and the Illinois Code of Civil Procedure.

2. Given the many pleadings with Exhibits/Reports of Proceedings submitted under Section 1109 certification, particularly relative to the two Motions for Sanctions and the Motion to Vacate Judgment for Foreclosure and Sale, competent evidence exists that Fraud upon the Court was perpetrated by Officers of the Court by the law firms Pierce & Associates and Dykema Gossett and their several attorneys, as well as by Officers of the Court Judge Siegel and Judge Rossi.

3. Under Illinois law, as cited in Section I. Relevant Law above, when any Officer of the Court, attorney or judge, has committed "fraud upon the court," the orders and judgment of that court are void, of no legal force or effect.

IV. SUMMARY

1. Due to the extensive competent evidence that this instant action has been a litany of fraud upon the court actions by all Officers of the Court, the Defendants right to due process *under the Constitution has been violated.*

2. If the Court refuses to vacate its Judgment of Foreclosure and Sale, the Court must order a Temporary Restraining Order and/or Preliminary Injunction relative to the sale of the Defendant's home. Otherwise, the Defendant will suffer irreparable harm when the Defendant has a likelihood of success on the merits at the Appellate Court level. Additionally, the Defendant may be come homeless and be unable to establish residency in Illinois to file future legal actions.

3. Per the Illinois Attorney General issuance of a subpoena to Nationwide Title Clearing Inc. relative to the fabrication of assignments as repeatedly documented/ignored in both this instant action and the DuPage County action, there is a serious question going to the merits of the Plaintiff's lack of a cause of action under Section 2-619 and a likelihood of success on the merits of Defendant's competent evidence at the Appellate or Supreme Court level.

4. The Illinois Attorney General action also demonstrated the public interest as rationale for granting a preliminary injunction in this instant action subject to the future Appellate Court/Supreme Court rulings.

V. CONCLUSION

For the many reasons stated above, Defendant requests that the Court sign a Temporary Restraining Order and a Preliminary Injunction, subject to the future Appellate Court/Supreme Court rulings, so that the Plaintiff may not wrongfully sell Defendant's home, when no competent evidence has been submitted to the Court as extensively documented in the Motion to Vacate Judgment of Foreclosure and Sale with extensive supporting Exhibits submitted under Section 1109 certification.

NOTE: The Defendant's mission is to appeal either/both foreclosure rulings all the way to the Illinois Supreme Court via two different Appellate Courts to give the Supreme Court a case with all evidence in written word submitted under Section 1109 certification. The Supreme Court would specifically have one or both cases to clarify legal standing relative to mortgage-backed security trusts in this instant action and to the Mortgage Electronic Registration System ("MERS") relative to the Defendant's DuPage County property.

NOTE: The Defendant is in the process of publishing all of the pleadings and reports of proceedings relative to both foreclosure actions online like other foreclosure fraud sites: www.stopforeclosurefraud.com, www.4closurefraud.org, www.foreclosurehamlet.org, www.frauddigest.com, and livinglies.wordpress.com that were the direct cause for the many federal and state investigations into "robo-signing" of foreclosure affidavits and assignments.

Respectfully Submitted,



Lauren L. Scheffers, Defendant Pro Se
1305 Morningstar Ct.
Naperville, IL 60564
C 630-305-3401

LIST OF EXHIBITS – MOTION FOR TEMPORARY RESTRAINING ORDER AND/OR PRELIMINARY INJUNCTION

EXHIBIT

- | Nbr | Description |
|------------|---|
| 1. | Notice of Motion (1 pg.) |
| 2. | Motion for Temporary Restraining Order and/or Preliminary Injunction |
| 3. | 2010/11/22 Order of Recusal by Judge Siegel (2 pgs.) <ol style="list-style-type: none">a. "...the court became aware of certain allegations contained in recent pleadings filed by the Defendant which question the fairness of the court which along with similar earlier allegations² make the continued appearance of impartiality of this court problematic" |
| 4. | Defendant Certification: Motion for Temporary Restraining Order and/or Preliminary Injunction (1 pg.) |
| 5. | Proof of Service – Motion for Temporary Restraining Order and/or Preliminary Injunction (2 pgs.) |
| 6. | List of Exhibits – Motion for Temporary Restraining Order and/or Preliminary Injunction (2 pgs.) |

EXHIBIT 1, Relevant Law

- | Nbr | Description |
|------------|---|
| 1. | Illinois Supreme Court, Rule 63, CANON 3, A Judge Should Perform the Duties of Judicial Office Impartially and Diligently (3 pgs.) <ol style="list-style-type: none">a. "A. Adjudicative Responsibilities.<ol style="list-style-type: none">(1) A judge should be faithful to the law and maintain professional competence in it..."b. "B. Administrative Responsibilities<ol style="list-style-type: none">(3) A judge having knowledge of a violation of these canons on the part of a judge or a violation of Rule 84 of the Rules of Professional Conduct on the part of a lawyer shall take or initiate appropriate disciplinary measures."c. "C. Disqualification<ol style="list-style-type: none">(1) A judge shall disqualify himself or herself in a proceeding in which the judge's impartiality might reasonably be questioned "d. "D. Remittal of Disqualification: A judge disqualified by the terms of Section 3C may disclose on the record the basis of the judge's disqualification..." |
| 2. | Illinois Supreme Court, Rule 8.4 Misconduct (2 pgs.) <ol style="list-style-type: none">a. "(a) A lawyer shall not:<ol style="list-style-type: none">(1) violate or attempt to violate these Rules;(2) induce another to engage in conduct, or give assistance to another's conduct, when the lawyer knows that conduct will violate these Rules;(3) commit a criminal act that reflects adversely on the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects;(4) engage in conduct involving dishonesty, fraud, deceit or misrepresentation" |

**LIST OF EXHIBITS – MOTION FOR TEMPORARY RESTRAINING ORDER AND/OR
PRELIMINARY INJUNCTION (CON'T.)**

GROUP EXHIBIT 1, Illinois Attorney General Investigation with subpoenas issued to both Nationwide Title Clearing Inc. and Lender Processing Services, partially based on the Exhibits submitted under Section 1109 Certification in this instant action and in DuPage County Case 2009CH3066

1. 2011/05/25 “Madigan Issues Subpoenas; Widens ‘Robosgning’ Probe” (1 pg.)
2. 2011/06/13 E-mail FOIA request for the 2 05/25/11 subpoenas (3 pgs.)

GROUP EXHIBIT 2, Prior 2010 e-mail exchanges with Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Office of the Illinois Attorney General

1. 2010/12/09 E-mail, Subject: IL Foreclosure Fraud, the previous IAG case number with *denial* (2 pgs.)
2. 2010/12/09 Screen print of the many e-mails sent with supporting documentation (1 pg.)
 - a. Forwarded e-mails sent previously with supporting documentation to Det. Sgt. James Hennelly, Cook County Sheriff’s Police, Financial Crimes/Public Corruption/Senior Financial Exploitation Unit
3. 2010/12/09 E-mail, Subject: Fwd: 1 SCHEFFERS My foreclosure fraud telephone message/conversation with you earlier today (4 pgs.)

GROUP EXHIBIT 3, Recent 2011 e-mail exchanges with Thomas P. James, Consumer Counsel, Consumer Fraud Bureau, Office of the Illinois Attorney General

1. 2010/06/10 E-mail, Subject: RESEND: RE: SCHEFFERS – The many I sent (I am *not* receiving my own BCC’s via Yahoo or Gmail?) (2 pgs.)
2. 2011/06/10 and 2011/05/24 Screen prints of the many e-mails sent on May 24, 2011 with supporting documentation (2 pgs.)
3. 2011/05/24 E-mail, Subject: MISC 1 SCHEFFERS Other subpoenas by FL AG against *foreclosure mill law firm* (1 pg.)
4. 2011/05/24 E-mail, Subject: RESENT 5 + comments Fwd: 9 SCHEFFERS - Nationwide Title Clearing Inc. (1 pg.)
5. 2011/05/24 E-mails, Subjects: NEW 1 -19 with supporting documentation as indicated in “Attached” (9 pgs.)

GROUP EXHIBIT 4, Notice of Appeal to the Second Appellate Court

1. Notice of Filing (1 pg.)
2. Notice of Appeal (6 pgs.)

GROUP EXHIBIT 5, Appeal from Du Page County, Illinois Docketing Statement Civil)

1. Notice of Filing (1 pg.)
2. Docketing Statement (13 pgs.)
 - a. Extensive list of legal issues to be raised (pgs. 6-11)
 - b. **Fraud upon the Court by Officers of the Court, attorneys and judges (pgs. 9-10)**
 - c. **Conspiracy to Commit a Financial Crime/Illinois Financial Crime Law (720 ILCS 5/1611-45), with a sentence of a Class 4 Felony (pgs. 11-12)**
 - d. List of the many transcripts to be submitted (pg. 13)

GROUP EXHIBIT 16

APPEAL TO THE APPELLATE COURT OF ILLINOIS
THIRD JUDICIAL DISTRICT

DEUTSCHE BANK NATIONAL TRUST COMPANY,) Circuit Court No.
AS TRUSTEE IN TRUST FOR THE BENEFIT OF) 09CH3797
THE CERTIFICATE HOLDERS FOR AMERIQUEST)
MORTGAGE SECURITIES TRUST 2004-R1,)
ASSET-BACKED PASS-THROUGH CERTIFICATES,)
SERIES 2004-R1)
PLAINTIFF-APPELLEE)
VS)
LAUREN SCHEFFERS A/K/A LAUREN LEE)
SCHEFFERS, UNKNOWN HEIRS AND LEGATEES)
OF LAUREN SCHEFFERS, IF ANY: UNKNOWN)
OWNERS AND NON-RECORD CLAIMANTS)
DEFENDANT-APPELLANT)

NOTICE OF APPEAL

To:	By USPS Priority Mail	By USPS Priority Mail	By USPS Priority Mail
	Denis Pierce	ATTN: David Co, Director	Patrick Stanton, Amy Jonker
	Pierce & Associates	Deutsche Bank National	Dykema Gossett PLLC
	Thirteenth Floor	Trust Company, as trustee	10 South Wacker Drive
	1 North Dearborn	1761 East St. Andrew Place	Suite 2300
	Chicago, IL 60602	Santa Ana, CA 92705-4934	Chicago, IL 60606

PLEASE TAKE NOTICE that on July 1, 2014, the undersigned filed in person with the Clerk of the Circuit Court of Will County, Illinois, the *Notice of Appeal*, a copy of which is served upon you.


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-305-3401

Deutsche Bank National Trust Company, as Trustee, v. Lauren Scheffers; et al.

PROOF OF SERVICE

The undersigned certifies that true copies of the foregoing instrument, *Notice of Appeal*, to be served upon

Denis Pierce
Pierce & Associates
Thirteenth Floor
1 North Dearborn
Chicago, IL 60602

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0311 0240 0000 1270 7347, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 1st day of July, 2011 and to

Patrick Stanton, Amy Jonker
Dykema Gossett PLLC
10 South Wacker Drive, Suite 2300
Chicago, IL 60606

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0311 0240 0000 1270 7330, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 1st day of July, 2011 and to

ATTN: David Co, Director
Deutsche Bank National Trust Company, as trustee
1761 East St. Andrew Place,
Santa Ana, CA 92705-4934

by placing a copy of same in a USPS Priority Mail mailer with Delivery Confirmation Receipt 0311 0240 0000 1270 7354, properly addressed with postage prepaid by Priority Mail, and depositing said envelope at the United States Postal Service location at 1750 W. Ogden Ave., Naperville, IL 60540 prior to 7:00 p.m. this 1st day of July, 2011.

Lauren L. Scheffers
Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-305-3401

Date July 1, 2011

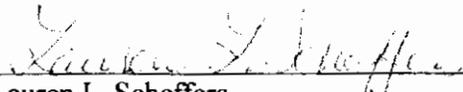
Sworn to and subscribed before me this the 1st day of July, 2011.

D. Garay
My Commission Expires: 3-09-15

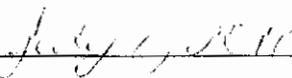


DEFENDANT CERTIFICATION – NOTICE OF APPEAL

Under penalties as provided by law pursuant to Section 1.109 of the Code of Civil Procedure (735 ILCS 5/1.109/from Ch. 110, par. 1.109), the undersigned certifies that the statements set forth in, and the exhibits submitted with, this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters the undersigned certifies as aforesaid that Defendant verily believes the same to be true.

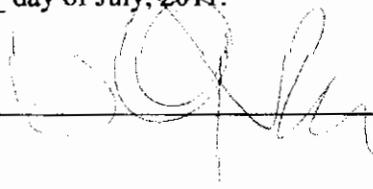


Lauren L. Scheffers
1305 Morningstar Ct.
Naperville, IL 60564
C 630-305-3401



Date

Sworn to and subscribed before me this the 1st day of July, 2011.



My Commission Expires:
3/09/15



LIST OF EXHIBITS – NOTICE OF APPEAL

EXHIBIT

Nbr Description

1. Notice of Filing
2. Notice of Appeal
3. Defendant Certification (1 pg.)
4. Proof of Service (1 pg.)
5. U.S. Code, Title 18, Crimes and Criminal Procedure (Federal Rules of Civil Procedure, III. Pleadings and Motions, Rule 11, Section 4: Misprision of felony (1 pg.)
Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not as soon as possible make known the same to some judge or other person in civil or military authority under the United States; shall be fined under this title or imprisoned not more than three years or both.
6. List of Exhibits - Notice of Appeal (2 pgs.)

EXHIBIT 1: 2011/06/30 Order Granted, Application to Defend as a Poor Person (1 pg.)

EXHIBIT 2: Re: Roman Pino v. The Bank of New York Mellon

Nbr Description

1. Supreme Court of Florida, Briefs & Other Documents in Case No. 11-697 (1 pg.)
2. Florida Supreme Court Case Docket, Case Number SC11-697 (1 pg.)
3. 2011/04/08 Fourth District Court of Appeal, West Palm Beach, Florida, Re: Roman Pino v. The Bank of New York Mellon, Case No: 4D10-378, Notice to Invoke Jurisdiction to the Supreme Court (1 pg.)
4. 2011/04/11 Supreme Court of Florida, Acknowledgement of New Case (1 pg.)
5. 2011/04/11 Supreme Court of Florida, High Profile Order (1 pg.)
6. 2011/04/15 Supreme Court of Florida, Scheduling Order (2 pgs.)

EXHIBIT 3: 2010/11/10 Resolution in the City of Chicago, Cook County sponsored by Aldermen Edward Burke and Richard Mell (3 pgs.)

EXHIBIT 4: 2010/12/16 Letter from Defendant-Appellant to Alderman Burke (3 pgs.)

1. RE: Ameriquest->CitiResidential/Nationwide Title Clearing->Foreclosure Fraud (3 pgs.)
2. 2010/12/15 Letter to John Costello, FOIA Officer, Public Access Bureau, Office of the Illinois Attorney General, RE: Request for information under the Freedom of Information Act (3 pgs.)
3. 2010/11/16 Report of Proceedings, pgs. 1-5, 11 (6 pgs.)

LIST OF EXHIBITS – NOTICE OF APPEAL (CON'T.)

EXHIBIT 5: 2011/04/11 Illinois Supreme Court Press Release (3 pgs.)

1. **Ex parte communication with Illinois Supreme Court justices who may be called upon to hear appeals of erroneous rulings, as well as judicial bias, as in this instant action.**
2. **Orders of Foreclosure and Sale are appealed, because the foreclosure judges are failing to apply the foundational Illinois Civil Statutes and Code of Civil Procedure that are already in place**
3. **Will the committee meetings be behind closed doors and violate open meeting requirements, as well?**
4. **Absolutely no mention of input by property-owners who have already lost their properties due to foreclosure fraud aided and abetted by the foreclosure judges for failing to enforce the Rule of Law/Right to Due Process**
5. **Fails to address the Business Model of Fraud**
6. **IARDC has already refused to investigate any of the many attorneys involved with the Defendant's two foreclosure cases, this instant action and Case No. 09CH 3066 in the 18th Judicial Circuit Court of DuPage County that has been appealed to the Second Appellate Court of Illinois**

GROUP EXHIBIT 17

- 2) Sheriff's fees, commissions, and expenses (which includes publication costs of \$1064.70) \$1,689.70
- 3) Recorder of Deeds fee for recording duplicate Certificate of Sale) \$25.75

The balance of the proceeds of sale to be applied upon entry of an order approving the sale is as follows:

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE IN TRUST FOR THE BENEFIT OF THE CERTIFICATE HOLDERS FOR AMERQUEST MORTGAGE SECURITIES TRUST 2004-R1, ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2004-R1 as a judgment credit to the successful bidder (including attorney's fees of \$1,850.00 per the judgment of foreclosure and post judgment advances of \$6,515.38)

CONSUMER FRAUD

TOTAL

POST JUDGMENT PLUS 3.35% NO AFFIDAVIT

\$150,272.55

\$152,000.00

Deficiency pursuant to Plaintiff's calculations

\$74,973.96

Respectfully submitted this 21st day of July, 2011.

ROBOSIGNED

PAUL J. KAUPAS,
SHERIFF OF WILL COUNTY, ILLINOIS

**NOT REQUESTED
IN MOTION**



Karen A. Stukel Will County Recorder

Web Services Detailed Data Results

[Main Menu](#) [Simple Search](#) [Advanced Search](#) [Instrument Search](#) [Help](#)

Instrument: R20110690690 **Old Doc Ref No:** **Book/Page:**

Recorded: 7/28/2011 3:46:06 PM **Consideration:** \$152,000.00 **Pages:** 2

Document Type: Certificate of Sale **Comments:** SHER 09 CH 3797

Document Date: 7/20/2011

Grantor: SCHEFFER'S LAUREN

Grantee: DEUTSCHE BANK NATIONAL TRUST COMPANY - TRUSTEE
AMERIQUEST MORTGAGE SECURITIES INC
2004R1 AQMS

Legal Description: *PropId:* 07-01-02-405-012-0000 (GIS) (Assessor)

Lot/Unit: 26, *Sub:* BROOK CROSSINGS UNIT 1A, *TwnNotes:* 299A R78-40466
02 -37-09

AddrNo: 1305, *Str1:* MORNING STAR COURT, *City:* NAPERVILLE, *State:* IL,
Zip: 60564

Cross Reference:

Sent To: DUNN, MARTIN & MILLER
15 W JEFFERSON ST SUITE 300
JOLIET, IL 60432
Aug 3 2011 9:47AM

Search Criteria: Find all documents where the Start Date >= 5/24/2011 and Last Name Like 'Scheffers Lauren%'

[Main Menu](#) [Simple Search](#) [Advanced Search](#) [Instrument Search](#)
[Help](#)

Will County Recorder Support:

58 East Clinton Street
Joliet, IL 60432-4143
Internet Support: kethridge@willcountyillinois.com
IT Support: mehon@willcountyillinois.com
Phone: (815)740-4637 Fax: (815)740-4638

Developed By:



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IAG.

2/15/12

James, Thomas P." , "Dunn, Martin, Miller & Heathcock" <marmil4@sbcglobal.net>, Peter M. Kelle

To: "James, Thomas P." <TJames@atg.state.il.us>, "Dunn, Martin, Miller & Heathcock" <marmil4@sbcglobal.net>, Peter M. Kellett <pkellett@dykema.com>
From: Lauren Scheffers <LaurenScheffers@yahoo.com>
Subject: SCHEFFERS/UPDATE 1 OF 3 DUNN/MARTIN-SCHEFFERS/PIERCE/DYKEMA

CONSUMER FRAUD
Cc: Richard E. Gottlieb <rgottlieb@dykema.com>, "Rex E. Schlaybaugh, Jr." <rschlaybaugh@dykema.com>, pstanton@dykema.com, ajonker@dykema.com, jdougherty@dykema.com, "William McAlister" <bill.mcalister@il.cslegal.com>, "Codilis and Associates, P.C." <ccodilis-il@il.cslegal.com>, "Morrie Much" <mmuch@muchshelist.com>, "Robert L. Emanuel" <remanuel@muchshelist.com>, "Terry L. Engel" <engel@dlc.com>, "Paul M. Levy" <levy@dlc.com>, "Joel A. Stein" <stein@dlc.com>, Freedman Anselmo Lindberg <foreclosures@fal-illinois.com>, FA-Illinois <fal-illinois.com@domainsbyproxy.com>

Attached: C:\Documents and Settings\LAUREN\Desktop\Scheffers20110829SheriffKaupusLetter.pdf; C:\Documents and Settings\LAUREN\Desktop\Scheffers20110728SheriffsReportofSaleAst.pdf; C:\Documents and Settings\LAUREN\Desktop\Scheffers20110829SheriffKaupusLtrreFraud.pdf;

Mr. James,

Previously, I had sent you the e-mail below dated August 29, 2011, including the scanned PDF Scheffers20110839SheriffKaupusLetter.pdf that I have attached again. I received signature-confirmation, but never received any reply of any kind regarding the fraud allegations, including the robo-signed forgeries of Sheriff Kaupus' name on documents filed with the 12th Judicial Circuit Court and the Will County Recorder.

Overnight, my subconscious thoughts just realized 100% patterns of CONSUMER FRAUD by Dunn, Martin in conjunction with Will County Sheriff Kaupus and as submitted/ filed/ litigated under Rule 137 by the attorneys of the foreclosure mill law firms of Pierce & Associates; Dykema Gossett; Codilis & Associates; Freedman, Anselmo et al; and

Per my own case in Will County (my property in DuPage County has yet to be sold):

1. Dunn, Martin is routinely adding thousands of dollars in "post judgment advances" with no affidavits submitted to the Court with the intent of increasing the deficiencies that become IRS taxable to the property owners and increasing the amounts that the Plaintiffs receive from 3rd parties that "cover" those deficiencies, such as Private Mortgage Insurance and/or credit derivatives.

- a. Scheffers20110728SheriffsReportofSaleAst.pdf
- b. SheriffKaupusLtrreFraud.pdf

2. Dunn, Martin is routinely recording the Sheriff's Deeds in the property records before there is any order approving the Motion for Approval of the Sale and Distribution.

In my instant action, per the Will County Real Estate Tax Assessor, I no longer appear to be "owner of record" in the Will County property records due to the Sheriff's Deed recorded on 07/28/11, so my real estate tax appeal for a \$261,000 appraised value vs. the alleged \$152,000

James, Thomas P." , "Dunn, Martin, Miller & Heathcock" <marmil4@sbcglobal.net>, Peter M. Kelle

sale (with not a single competitive 3rd party bid) on July 20, 2011 was denied.

Yet, there has never been a Motion for Order Approving the Sale filed in the 12th Judicial Circuit Court to this present day.]

As you know, I have sent you other foreclosure fraud documents that are also part of the public records in the Will County/DuPage County property records and in the Will County/DuPage County Circuit Courts on behalf of ~~James E. Schlaybaugh~~ and ~~Thomas M. Heathcock~~ and other property-owners who have had their properties criminally foreclosed upon by parties with no legal standing to foreclose.]

Therefore, Dunn, Martin's wrongful filing of Sheriff's Deeds clouds the titles just as the Nationwide Title Clearing fraudulent mortgage records do. It would appear that the Sheriff's Deeds are being recorded immediately to make the property titles "appear to be clear".

Please see the following 2 e-mails relative to ~~James E. Schlaybaugh~~ (2 of 3), and ~~Thomas M. Heathcock~~ (3 of 3).

Mr. James, as I keep asking, when will the Consumer Fraud file Complaints against these many parties who are criminally stealing people's property based on fraudulent records?]

As always, will you or one or more the of the law firms forward these 3 e-mails on to Pierce & Associates, since my e-mail addresses are blocked?

Thank you.

Lauren Scheffers

Date: Mon, 29 Aug 2011 13:29:07 -0500
To: "James, Thomas P." <TJames@atg.state.il.us>
From: Lauren Scheffers <LaurenScheffers@yahoo.com>
Subject: SCHEFFERS - CRIMINAL COMPLAINT/CLASS 4 FELONY JUST SENT TO WILL COUNTY SHERIFF SIG-REQUIRED
Cc: "Rex E. Schlaybaugh, Jr." <rschlaybaugh@dykema.com>, pstanton@dykema.com, ajonker@dykema.com, jdougherty@dykema.com, "Codilis and Associates, P.C." <codilis-il@il.cslegal.com>]

Mr. James,

Under the Illinois Financial Crime Act, "loan fraud" is a Class 4 felony.

Per my previous e-mail to you of 08/18/11 ("SCHEFFERS - CRIMINAL SALE OF NAPERVILLE HOME"), I documented the additional issue of fraudulent amounts in the Sheriff's Report of Sale and Distribution as allegedly signed by the Will County Sheriff, Paul Kaupus.]

Since I have been unable to get an explanation from the Sheriff's staff after several follow-ups, I have just mailed a USPS Priority Mail envelope with Signature Required number of 2307 1770 0000 1052 0447 to Sheriff Kaupus, as well as a USPS Priority Mail envelope with Delivery

James, Thomas P." , "Dunn, Martin, Miller & Heathcock" <marmil4@sbcglobal.net>, Peter M. Kelle

Confirmation number of 0310 2010 0001 5527 5242 to Denis Pierce, Robert Deisinger, and Shaun Callahan of Pierce & Associates.

Please see the attached scan of what I just mailed, particularly the enclosures that are competent evidence of the Class 4 felony of "loan fraud", with Pierce & Associates as "organizer of a financial crime" with Dykema Gossett as an accessory, as well as Judge Rossi and Judge Siegel. As a result of the Will County Sheriff's submission of the Sheriff's Report of Sale and Distribution, the Will County Sheriff has become an accessory to the Class 4 Felony, as well.

Mr. James, as I asked you previously, will the Illinois Attorney General initiate any **criminal** investigations into the Illinois foreclosure law firms of Pierce & Associates/Dykema Gossett and Codilis & Associates (particularly for GMAC) under the Illinois Financial Crime Law with likely prison time vs. "slap on the wrist" monetary settlements under the Consumer Fraud Bureau? *

Also, as I have repeatedly stated, Pierce & Associates has my e-mail address blocked, so can you, Dykema Gossett, and or Codilis forward this request for a criminal investigation on to Pierce & Associates?

Thank you for your ongoing attention to this matter.

Lauren Scheffers
H 630-305-3401