INTEGRITY OF LAND RECORDS
IN MONTEREY COUNTY

Photograph in the public domain.
INTEGRITY OF LAND RECORDS
IN MONTEREY COUNTY

SUMMARY
During the housing boom and subsequent bust beginning in 2008, Monterey County, like the rest of the nation, experienced a high number of deed transfers from purchases and foreclosures.¹ National media investigations uncovered widespread unlawful acts by banks, mortgage companies, loan servicers, and agents where robo-signers were used to expedite the processing of documents.² This came to light primarily during contested foreclosures but remains an issue across many land records.

As seen in Figure 1, foreclosures in Monterey County have been steadily decreasing since 2008. Unfortunately they are still a reality and have been predicted to increase due to the temporary relief measures expiring this year.³ With the decline in foreclosures the data pool is smaller for an audit of Monterey County land records to look for robo-signing and other forms of fraud.

Preliminary investigation of selected documents indicate that robo-signing and other forms of fraud are still issues in Monterey County that should be addressed to ensure the accuracy and reliability of County land records. There are currently no systems in place at the County level to determine the validity of title transfers as authorized by legally recognized signatures. An audit of County land recordings by a real estate fraud expert would determine the extent of the problem in Monterey County.

1 Monterey County recorded 3,875 Trustee’s Deeds on foreclosure sales in 2008. See Figure 1 for the pattern of Trustee’s Deeds for 2008-2014.
2 Robo-signing involves people who provide their signatures or sign for others on title transfer documents swearing to their accuracy without verifying any of the information.
BACKGROUND

California is a non-judicial foreclosure state, meaning that when foreclosures are processed, homeowners can lose their homes without any court oversight. California law is designed to balance creditors’ rights to an efficient remedy for default against homeowners’ rights to assure lawful foreclosures. However, abuses of the system during the housing boom and bust were rampant. The California Department of Justice supposedly corrected the practices of robo-signing and other infractions in its settlements with the foreclosing institutions. California’s 2012 legislation, the Homeowner’s Bill of Rights, was intended to offer additional protections for Californians in an effort to curb the abuses. In its investigation, the Monterey County Civil Grand Jury (MCCGJ) learned that these abuses are continuing and are evident in the land records of Monterey County.

The MCCGJ believes a system should be in place for the protection of the County’s citizenry, to the extent it can be crafted and funded. With the Real Estate Fraud Prosecution Trust Fund in effect since 1995 (see discussion below), monies are available for investigations and prosecutions that can bring revenue to the County from statutory penalties of up to $75,000 per violation. California Penal Code section 115.5 (a).

INVESTIGATIVE METHODOLOGY

Researching this issue involved several different approaches including:

- Reviewing numerous recorded deeds from Monterey County public records
- Interviewing officials with the County Assessor and Clerk-Recorder Office, Monterey County District Attorney’s Office, and two expert witnesses in the field
- Conducting phone interviews with staff of other County Recorders’ Offices
- Examining the Monterey County District Attorney website

In addition, the following related materials were reviewed:

- Legal case reports
- Audits
- Relevant Statutory codes
- Relevant Legislative bills
- Report to the Monterey County Board of Supervisors
- Media reports

4 In a March 3, 2015, article published in USA Today it was reported that one of the nation’s largest banks entered into a $50 million settlement agreement with the Department of Justice for admittedly filing perjured and/or forged affidavits in 25,000 U.S. bankruptcy cases across the country. Yet, no one was apparently charged with a crime.
DISCUSSION

On April 17, 2015, California Attorney General Kamala D. Harris filed an Amicus Brief in the Supreme Court of the State of California in support of a plaintiff whose home was foreclosed upon by an institution that allegedly lacked the ownership interest in the plaintiff’s mortgage and deed of trust. Because California is a non-judicial foreclosure state, the plaintiff was forced to bring litigation in order to void the sale and loss of her home. The Attorney General stated in her supporting brief that:

[B]ecause there is no court oversight in a non-judicial foreclosure, it is important for there to be a way to challenge irregularities in that process. Empowering homeowners—who have the most at stake and the most to lose—with the ability to challenge improper loan assignments and other defects is the most direct way to accomplish that goal. Moreover, permitting such a cause of action would incentivize lending institutions to employ due diligence with respect to ensuring proper assignments and confirming who currently holds a loan.


HOME LOANS

Homeowners often take out a loan for the purchase or refinance of their home. A Deed of Trust is recorded in the County Recorder’s Office records, which secures the lender’s interest in the homeowner’s obligation to pay off the note. In today’s market, the loan is often sold to numerous other loan servicers over the life of the loan. Ideally, each time an Assignment of Deed of Trust occurs, notice should be given to homeowners, so they know who owns the note and whom to pay. However, California law does not require that Assignments of Deeds of Trust be recorded, with notice to the homeowners. The MCCGJ has learned that in some instances, Monterey County homeowners are contacted by different institutions for loan payments, and the homeowners have no knowledge of who actually owns the note and is entitled to the payments.

FORECLOSURES

When a homeowner falls on hard times and cannot make payments, foreclosure action is initiated, which can take as little as 120 days after the Notice of Default is recorded. Once initiated, a homeowner’s only recourse to stave off foreclosure is to file a lawsuit. This is an expensive and arduous proposition unavailable to most who find themselves in these circumstances. Given that most homeowners are financially unable to retain legal counsel by the time they are faced with a pending foreclosure, the loss of the family home is almost a certainty. In addition, the language involved in these proceedings is technical and difficult to understand for most any layperson trying to navigate through the daunting procedures involving foreclosure.

Lending institutions and loan servicers continue to face litigation from state and federal agencies for industry abuses, including robo-signing. Robo-signing refers to the practice of signing deed of trust assignments, satisfactions, and other home loan related documents in an assembly-line fashion. It can mean someone forges an executive’s signature, a lower-level employee signs his
or her own name with a fake title, or notary procedures are not in compliance. Robo-signing of foreclosure related documents (including Assignments of Deeds of Trust, Substitutions of Trustee, Notices of Default, Notices of Trustee Sale, and Trustee’s Deeds Upon Sale) serves to cover up the fact that loan servicers and their agents cannot demonstrate the facts required to conduct a lawful foreclosure. The signature of an authorized bank or mortgage official on these legal documents is supposed to guarantee that this information is accurate. The recorded paper trail serves to ensure the legal chain of title on real property and has been the backbone of U.S. property ownership for more than 300 years. In its study of the current practice of not recording successive loan ownership interests, Harvard Law School concluded, “For the first time in the history of the nation, there is no longer an authoritative public record of interests in land in each county.”

If an unauthorized signer has executed legal documents at any time along the chain of title, over numerous sales of a loan to different institutions, the sale can be voided. However, because Assignments of Deeds of Trust are not required to be recorded, the homeowner may not know whom to contact when seeking alternatives to foreclosure, because the paper trail is not available. If the Trust Deed Assignments were available for inspection and review, robo-signing could be exposed and homeowners could be able to act appropriately. The MCCGJ learned that often Monterey County Assignments of Deeds of Trust are not recorded until after the foreclosure sale has taken place, further confusing the homeowner and disregarding the protection of transparency on the public record.

The April 17, 2015 Amicus Brief of the California Attorney General, cited above, explains the dilemma:

[T]he identity of the party having authority to foreclose on a homeowner matters. For example, if an invalid assignment had not occurred, the original lender may have exercised more leniency with missed payments or worked out a loan modification plan with the homeowner. And as described above, foreclosures have moved at an unprecedented pace in recent years. It is possible that another lender would have engaged in a slower process that would have given the homeowner more time to improve his financial situation or seek other alternatives to avoid foreclosure. … Although a plaintiff need not allege such facts [of defendants’ deceptive practices] (which would, in many cases, be difficult if not impossible for the plaintiff to do without knowing the inner-workings of various banking institu-

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6 California Civil Code section 2932.5 provides that “Where a power to sell real property is given to a mortgagee, or other encumbrancer, in an instrument intended to secure the payment of money, the power is part of the security and vests in any person who by assignment becomes entitled to payment of the money secured by the instrument. The power of sale may be exercised by the assignee if the assignment is duly acknowledged and recorded.” (Italics added for emphasis.)
tions), these examples demonstrate that being foreclosed on by the wrong party can result in tangible harm.


**RECORDERS’ LEGAL PROTECTIONS**

The MCCGJ understands that the Monterey County Recorder’s Office is working within its mandate in recording papers presented to it that appear to be facially valid, pursuant to Government Code section 27201, *et seq.*. However, upon a cursory inspection by a forensic document examiner, it was noted that these papers evidence numerous defects which are highly suspect and cast doubt on their validity and violate the public trust.

**AUDITS EXPOSE VIOLATIONS**

MCCGJ consulted with Marie McDonnell, a mortgage fraud and forensic analyst and certified fraud examiner with McDonnell Property Analytics, who has performed numerous audits exposing violations similar to those identified by her in the public records of Monterey County. Her preliminary findings identified the following:

- You have robo-signers galore; fraudulent assignments; unauthorized substitutions of trustee; MERS fraud; and a host of violations of California statutes.

*McDonnell, Marie. Letter to MCCGJ. 17 January 2015. TS.*

In her expert opinion:

- Innumerable negative externalities result from this errant behavior, e.g., due process violations; wrongful foreclosure; wrongful displacement and homelessness; clouded and unmarketable titles; uncertainty in real estate transactions; devaluation in property values; erosion of the tax base; social unrest; undue burdens on social services and welfare programs; increased crime; vacancies; neighborhood blight, etc. the price of which is paid at the local level.

*McDonnell, Marie. Letter to MCCGJ. 10 February 2015. TS.*

The problems addressed in this report are not limited to Monterey County. In fact they occur throughout California and the United States.

The Guilford County, North Carolina, Register of Deeds, Jeff L. Thigpen, filed a lawsuit in 2012 seeking to clean up ‘the mess’ in the County’s property records registry which was blamed on fraudulently executed mortgage documents. He ultimately failed to prevail for lack of standing *on behalf of* Guilford County residents, but his arguments could be used by individuals personally affected by those recorded documents.

John L. O’Brien, Jr., the Register of Deeds for the Southern Essex District Registry of Deeds in Salem, Massachusetts, engaged Marie McDonnell to produce the *Forensic Examination of Essex*
Southern District Registry in 2011. From that effort, a list of known robo-signers was created (see Appendix A.) Some of those listed robo-signers were also found in Monterey County land records (see Appendix B).

In February 2012 the Office of the Assessor-Recorder for San Francisco County, Phil Ting, published an independent audit called Foreclosure in California: A Crisis of Compliance. That audit found that 84% of the foreclosure files contained at least one clear legal filing violation and more than 66% contained multiple violations.

These audits all addressed various aspects of county recording practices and the implications of numerous improprieties found throughout the process. Chain of title must be unbroken in order to ensure integrity and transparency in the land records system. It is the viewpoint of the MCCGJ that an audit of Monterey County land title records would uncover similar problems in its recorded documents. If handled proactively, best practices at the county, state and national levels can be established to ensure public trust in our land records system.

REAL ESTATE FRAUD PROSECUTION TRUST FUND

California Government Code section 27388 provides for a Real Estate Fraud Prosecution Trust Fund to be financed by fees, up to $10 per document, charged for recording documents that do not require a documentary transfer tax (including Assignments of Deeds of Trust, Substitutions of Trustee, Notices of Default, Notices of Trustee Sale, and some Trustee’s Deeds Upon Sale). Monterey County now charges $9 per such document upon recording. Real Estate Fraud Prosecution Trust Fund money is earmarked for investigation and prosecution of real estate fraud. In its 2014 Annual Real Estate Report to the Board of Supervisors, the Monterey County District Attorney’s Office reported that there was $508,188 in the Trust Fund for such purposes, and that it spent $446,514 in such investigative and prosecutorial activities. In that same year (2014), its actions resulted in a court judgement for approximately $180,000 in civil penalties, restitution and costs for the County and its affected Citizens, although the judgement is currently on appeal.

The County Board of Supervisors can, upon adoption of a resolution, raise the Trust Fund fee to $10 per document if the District Attorney sees fit and deems an increase is necessary. The motivation for doing so would be to more vigorously “fund programs to enhance the capacity of local police and prosecutors to deter, investigate, and prosecute real estate fraud crimes” (Government

7 In an effort to mitigate these problems, Southern Essex District Registry of Deeds has taken upon itself the task of notifying citizens that they will submit copies of documents of concern to the State’s Attorney General’s office to determine if there is a possible violation of Crime Against Property Statute—MGL Chapter 266, Section 35A (b) (4) to ensure the integrity of the land recordation system. They also support citizens by supplying an affidavit that must account for accurate signatures before they can be processed (Appendix C).


9 To make matters worse, the very abusers of the system who assign the beneficial interest in a loan without notice to the homeowner do not contribute to the California Real Estate Fraud Prosecution Trust Fund, because they are not required to record their Assignments which would otherwise provide needed revenue to the County to investigate and deter those abuses.
Code section 27388(b)), and would offset the cost of an audit of Monterey County land records. The law states that, “The intent of the legislature in enacting this section is to have an impact on real estate fraud involving the largest number of victims” (Government Code section 27388(f)).

From its inquiries and investigation, the MCCGJ found that the topic of real estate fraud deserves more attention than it has received. The MCCGJ has determined the need to hire a real estate forensic examination expert to work in collaboration with the District Attorney’s Office to identify fraudulent elements of foreclosure documents that would be necessary to lead to successful prosecutions in Monterey County.

**INCREASING AWARENESS AND COMMUNICATION**

Awareness of this issue and pressure to motivate change could start by simply talking about it. It was discovered that the Monterey County District Attorney’s Office participates in at least two discussion groups [Tri-County Task Force and the California Consumer Protection Northern (Berkeley) Roundtable.] The newly forming Tri-County Task Force is comprised of government and private sector lawyers, realtors, lenders, title officers, notaries public and other professionals involved with real estate transactions. The Berkeley Roundtable group consists of members of the Office of the Attorney General, prosecutors and investigators from numerous District Attorneys’ Offices located throughout central and northern California, and regularly invited guest speakers from a variety of state agencies, including the Department of Business Oversight, the Department of Consumer Affairs, the Bureau of Real Estate and the Contractor’s State Licensing Board.

The San Francisco Recorder’s office has instituted a referral website, HomeownershipSF.org, in San Francisco as a support for citizens of the city and county to seek help in negotiating the potential problems confronting homeowners faced with foreclosure. The Monterey County District Attorney’s website has a link to Real Estate Fraud as they do for several other topics. This new link should make it easier for the public to access a means of communicating similar real estate concerns. ([http://www.co.monterey.ca.us/da/real-estate-fraud.htm](http://www.co.monterey.ca.us/da/real-estate-fraud.htm)).

**FINDINGS**

**F1.** Monterey County land records contain robo-signatures.

**F2.** Monterey County has no system in place to identify robo-signatures.

**F3.** Monterey County Recorder’s Office is mandated to record all documents that appear valid on their face.

**F4.** Monterey County collects $9 per document not requiring a documentary transfer tax for the Real Estate Fraud Prosecution Trust Fund.

**F5.** California Penal Code section115.5 provides for statutory penalties up to $75,000 for filing with the County Recorder fraudulent documents relating to the title of or security interest in real property.

**F6.** Real estate fraud concerns can be shared locally and statewide by the District Attorney’s Office participation in legal network groups.
Audits have spurred other states and counties to aggressively pursue and protect their residents against Real Estate Fraud.

Monterey County District Attorney’s Prosecution Fraud website does list a Real Estate Fraud Division: http://www.co.monterey.ca.us/da/real-estate-fraud.htm.

RECOMMENDATIONS

R1. Monterey County District Attorney’s Office use its Real Estate Fraud Prosecution Trust Fund budget to immediately consult with a Certified Mortgage Fraud and Forensic Document Analyst to begin a land records audit.

R2. Monterey County District Attorney’s Office pursue an increase for the Real Estate Fraud Prosecution Trust Fund fee to $10 per document, if needed, to fund the cost of a forensic examination.

R3. Monterey County District Attorney’s Office, in cooperation with the Monterey County Recorder’s Office, immediately create/obtain a current list of known robo-signers.

R4. The Monterey County Recorder’s Office and the Monterey County District Attorney’s Office work together to identify means by which fraudulent robo-signed documents can be identified early by the County and reported to the District Attorney.

R5. Monterey County District Attorney’s Office research other jurisdictions’ developing best practices that can be adapted to Monterey County to ensure land record documents are factually valid.

R6. The Monterey County District Attorney’s Office inform the developing Tri-County Task Force and the California Consumer Protection, Northern (“Berkeley”) Roundtable group about issues in land records at their next meetings.

R7. Update the Monterey County District Attorney’s website to provide resources to homeowners and reflect changes in law and procedures regarding suspected fraud in land records.

RESPONSES REQUIRED

Pursuant to Penal Code § 933.05, the MCCGJ requests responses to all Findings and Recommendations R2 and R3 from the following governing body:

• Monterey County Board of Supervisors

Pursuant to Penal Code § 933.05, the MCCGJ requests responses to all Findings and Recommendations from the following elected officials:

• Monterey County District Attorney
• Monterey County Assessor/County Clerk/Recorder (R3 and R4 only)
REFERENCES

Legal Case Reports

*Kathleen Lyons v. Santa Barbara County Sheriff’s Office* - California Court Of Appeal - Dec. 03, 2014


*Kristin Bain v. Metropolitan Mortgage Group INC. et al.* Supreme Court of the State of Washington - No. 10-5523-JCC (2 cases)

*United States of America v. Lorraine Brown* - CASE No. 3:12-cr-198-J-2S - U.S. District Court Middle District of Florida, Jacksonville Division

*Guilford County, North Carolina lawsuit v. LPS/DocX, MERSCORP, MERS, Inc and numerous banks, loan servicers and foreclosure specialists*


Correspondence with Marie Mcdonnell

Audits and Related


Southern Essex District Registry of Deeds filing examples

Statutory Codes and Bills

California Government Code section 27297.7
California Government Code section 27388
California Government Code sections 27201, 27203, 27203.5, 27204
California Penal Code sections 115, 115.5, 532f
CA. Senate Rules Committee SB 1050 Chapter 197 - County of Monterey Recorder-County Clerk - new required advisory statement pursuant to Senate Bill 1050

Annual Real Estate Fraud Report for FY 2013-14 presentation to the Monterey County Board of Supervisors on September 30, 2014 - Legistar File Number 14-1060
Media Reports

April 11, 2013 States Fight Back Against MERS Mortgage Fraud - The Big Picture - Washington's Blog.

Dec. 24, 2013 KEYT, KCOY, KKFX Santa Barbara County newscast

Nov. 21, 2014 Senka Huskie - Occupy.com


March 4, 2015 - USAToday - JPMorgan forks over $50M in ‘robo-signing’ pact with DOJ


Papers Pertaining to Office Websites and E-Recording

The Monterey County Recorder-County Clerk Website: http://www.co.monterey.ca.us/recorder/default.asp.

Monterey County District Attorney’s Website: http://www.co.monterey.ca.us/da/.

Appendices A and B are a list of known robo-signer and just a few Monterey County land records with these robo-signers. The names on the list and their signatures are circled.
The Massachusetts Southern Essex Registry of Deeds provides a list of the robo-signers identified by McDonnell Property Analytics. The list of robo-signers is as follows:

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<th>Last Name</th>
<th>First Name</th>
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<td>Alfonso</td>
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<td>Andrews</td>
<td>Anna</td>
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<tr>
<td>Anderson</td>
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<td>Anderson</td>
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<td>First Name</td>
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<td>JOE</td>
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<td>CAROLYN</td>
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ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undesignated herein grants, assignee and transferees to Bank of America, N.A., a national banking association, Successor in Interest by merger to subdivisions Bank National Association, National Association as trustee for Mortgage Electronic Registration Systems, Inc., MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

By:

\[\text{Signature}\]

Witness my hand and official seal.

\[\text{State of California}\]

\[\text{County of Los Angeles}\]

\[\text{On April 29, 2009 before me, CAROL DODD, Notary Public, personally appeared Debora Draghi,}\]

\[\text{who is known to me to be the person described in the within document}\]

\[\text{and who executed the same}\]

\[\text{in my presence, and by me hereinafter acknowledged as the person}\]

\[\text{whose name is subscribed to the within instrument}\]

\[\text{and for whose use and benefit the within instrument is executed} \]

\[\text{I declare under the penalty of perjury under the laws of the State of California that the foregoing}\]

\[\text{is true and correct}\]

\[\text{Debora Draghi}\]

\[\text{(Seal)}\]
NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 07/23/2008. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 09/04/2009 at 10:00 AM, CALIFORNIA RECONVENCE COMPANY as the duly appointed Trustee under and pursuant to Deed of Trust Records: [Redacted] Book, Page, Instrument: [Redacted] of official records in the Office of the Recorder of MONTEREY COUNTY, California, executed by [Redacted] A SINGLE WOMAN, as Trustor; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., MERELY AS NOMINEE FOR LENDER ALLIANCE BANK, and LOANERS SUCCESSORS AND ASSIGNS, as Beneficiary, will sell at public auction sale to the highest bidder for cash, a cashiers check drawn by a state or national bank, a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal savings and loan association, savings association or savings bank specified in section 8600 of the Financial Code and authorized to do business in this State, the collateral to be sold by the duly appointed Trustee as shown below, of all right, title, and interest conveyed to and now held by the Trustee in the hereinafter described property under and pursuant to the Deed of Trust. The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, interest thereon, estimated fees, charges and expenses of the Trustee for the total amount (at the time of the public publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Place of Sale: AT THE FRONT OF THE MAIN ENTRANCE OF THE ADMINISTRATION BUILDING LOCATED AT 105 W. ALVARADO STREET, SALINAS, CA 93901


Amount of unpaid balance and other charges: $10,887 (estimated)

Street address and other common designation of the real property: MARINA, CA 93933

APN Number: [Redacted]

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein. The property hereinafter described is being sold "as is".

SUBSTITUTION OF TRUSTEE

WHEREAS, a single woman, was the original Trustee, OLD REPUBLIC TITLE COMPANY, was the original Trustee, and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., MERELY AS NOMINEE FOR LENDER ALLIANCE BANK, and LOANERS SUCCESSORS AND ASSIGNS, was the original Beneficiary under certain Deed of Trust dated 09/02/2008, Recorder 4259, Book 108, Page 1145 in the office of the Recorder of Monterey County, California, and

APN [Redacted], MONTEREY COUNTY, CALIFORNIA

YIELD: Bank of America, National Association as Successor by merger to LaSalle Bank National Association as Trustee for WAALT 2005-AR3, the undersigned, in the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute as new Trustee under said Deed of Trust in the place and stead of said original Trustee thereafter.

NOW, THEREFORE, the undersigned Beneficiary hereby substitutes CALIFORNIA RECONVENCE COMPANY, 9206 Oakes Avenue C-4279, Chatsworth, CA 91311, as Trustee of said Deed of Trust.

Whereupon the consent hereof as required, the mortgagee gives the same security and trust, and the singular number constitutes the plural.

DATE: April 29, 2009

State of California

COUNTY OF LOS ANGELES

On April 29, 2009 before me, CARLA DODD, "Notary Public" personally appeared Deborah Briggs, who 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 acknowledged the same to be their lawful and authorized capacity(ies), and that he/she(s) signed(s) the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: [Redacted]

Title or Office: [Redacted]
Trustee's Deed Upon Sale

A.P.N.: 

Exempt pursuant to Cal Rev and Tax Code §11938

THE UNDERSIGNED GRANTOR DECLARES:
The Grantor Herein is the Funding Beneficiary
The amount of the unpaid debt together with costs was: 
The amount paid by the grantor at the trust sale was: 
The documentary transfer tax is:
Said property is in the City of: MARINA, County of MONTEREY
ALAW, as Trustee, (whomever is designated in the Deed of Trust hereinafter more particularly described or as duly appointed Trustee) does hereby GRANT and CONVEY to
U.S. Bank NA, successor trustee to Bank of America, NA, successor to LaSalle Bank NA, as trustee, for the Washington Mutual Mortgage Pass-Through Certificates, W/MALT Series 2005- ARI Trust (hereinafter called Grantor) but without covenant or warranty, expressed or implied, all right title and interest conveyed to and now held by it as Trustee under the Deed of Trust in and in the property situated in the county of MONTEREY, State of California, described as follows:

AS SHOWN ON MAP ENTITLED, FILED IN THE OFFICE OF THE COUNTY RECORDER OF MONTEREY COUNTY, IN VOLUME __ CITY AND TOWNS__, AT PAGE __, EXCEPT THEREFROM ONE HALF INTEREST IN OIL, AND MINERAL RIGHTS AS RESERVED IN THE DEED FROM
RECORDED IN VOLUME ___ PAGE __ OFFICIAL RECORDS.
This conveyance is made in compliance with the terms and provisions of the Deed of Trust executed by A SINGLE WOMAN, as trustee, dated 7/28/2005, and recorded on instrument number in the office of the Recorder of MONTEREY, California, under the authority and powers vested in the Trustee designated in the Deed of Trust or as the duly appointed trustee, default having occurred under the Deed of Trust pursuant to the Notice of Breach and Election to Sell under the Deed of Trust recorded on instrument in Book WA, Page 94A, of Official records. Trustee having sent a Notice of Default and Election to Sell within ninety days after its recording and a Notice of Sale at least twenty days prior to the Sale Date by certified mail, postage prepaid to each person entitled to notice in compliance with California Civil Code 2924b.

Defaults occurred as set forth in a Notice of Breach and Election to Sell which was recorded in the office of the Recorder of said County.

All requirements of law regarding the mailing of copies of notices or the publication of a copy of the Notice of Breach and Election to Sell or the personal delivery of the copy of the Notice of Breach and Election to Sell and the posting and publication of copies of the Notice of Sale have been complied with.

The property was sold by said Trustee at public auction on , 2015, for the sum of in lawful money of the United States, or by its satisfaction, pro rata, of the obligations then secured by said Deed of Trust and instructed said trustee to vest this Trustee's Deed Upon Sale to said Grantee.

This instrument is recorded at the request of beneficiaries as an accommodation only. It has not been examined at its execution or used to affect title upon title.
DECLARATION PURSUANT TO CALIFORNIA CIVIL CODE SECTION 2923.54

Pursuant to California Civil Code Section 2923.54, the undersigned loan servicer declares as follows:

1. It has obtained from the commissioner a final or temporary order of exemption pursuant to Section 2923.54 that is current and valid on the date the notice of sale is filed; and

2. The timeframe for giving notice of sale specified in subdivision (a) of Section 2923.52 does not apply pursuant to Section 2923.52 or Section 2923.55.

JPMorgan Chase Bank, National Association

Name: Ann Thom
Title: First Vice President
CORRECTIVE ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Nominee for COUNTRYWIDE HOME LOANS, INC., its Successors and Assigns as
("ASSIGNEE/GRANTOR"), whose address is 1501 East Vroomans Street, Suite C, Danville, IL 61832, hereby grants, conveys, assigns to: The Bank of New York Mellon, as the Bank of New York as Trustee for the Certificate Holders of CWMB03, Inc., Alternative Loan Trust 2006-OA1, Mortgage Pass-Through Certificate Series 2006-OA1, ("Assignee/Grantee"), whose address is 131 Barclay Street, 4W, New York, NY 10285, an interest herein under the certain Deed of Trust dated 07/25/2006 and executed by [name], as borrower(s) to Mortgage Electronic Registration Systems, Inc., as Nominee for Countrywide Home Loans, Inc., its successor and assigns as Originator and certain Deed of Trust recorded on Instrument [number] in Monterey County, State of California.

PROPERTY ADDRESS [redacted]
CASTROVILLE, CA 95012-9702

This Corrective Deed of Trust is being filed to correct the Assignee's name on the Assignment of Deed of Trust recorded on Instrument [number] in Book [number] of the Public Records of Monterey County, State of California.

Date: JUNE 5, 2014

By: ROBERT G. HALL, ASSISTANT SECRETARY
This is to advise you that the document submitted by your office has been recorded in the Southern Essex District Registry of Deeds at Book , Page 

Please also be advised, that I have forwarded a copy of this document to the Massachusetts Attorney General’s Office for review as to whether or not there is a possible violation of the Crime Against Property Statute, specifically MGL Chapter 266, Section 35A (b) (4) that provides that:

“Whoever intentionally, files or causes to be filed with a registrar of deeds any document that contains a material statement that is false or a material omission, knowing such document to contain a material statement that is false or a material omission, shall be punished by imprisonment in the state prison for not more than 3 years or by imprisonment in the house of correction for not more than 2 and one-half years or by a fine of not more than $10,000 in the case of a natural person or not more than $100,000 in the case of any other person, or by both such fine and imprisonment.”

As the Register of Deeds and the keeper of the records for the Southern Essex District, it is my responsibility to ensure the integrity of the land recordation system. I am very concerned that some business practices that have been utilized have adversely affected homeowner’s property rights.

Please be advised that this Registry intends to work diligently with not only the Massachusetts Attorney General’s Office, but also with other regulatory agencies to ensure that the real property documents recorded here are not fraudulent and do not affect the homeowners of Essex County in an adverse way.

Thank you for your attention to this matter.

John O’Brien
Register of Deeds
Southern Essex District
We are in receipt of the document submitted by your office relating to the above property, which is in replacement of the document we returned to you on . This is to advise you that the document submitted by your office has been recorded in the Southern Essex District Registry of Deeds at Book , Page . However, based on the fact that the original document was signed by a number of known robo-signers, I have forwarded a copy of this document to the Massachusetts Attorney General’s Office for review as to whether or not there is a possible violation of the Crime Against Property Statute, specifically MGL Chapter 266, Section 36A (b) (4) that provides that:

“Whoever intentionally or negligently causes to be filed with a registrar of deeds any document that contains a material statement that is false or a material omission, knowing such document to contain a material statement that is false or a material omission, shall be punished by imprisonment in the state prison for not more than 5 years or by imprisonment in the house of correction for not more than 2 and one-half years or by a fine of not more than $10,000 in the case of a natural person or not more than $100,000 in the case of any other person, or by both such fine and imprisonment.”

As the Register of Deeds and the keeper of the records for the Southern Essex District, it is my responsibility to ensure the integrity of the land recording system. I am very concerned that some business practices that have been utilized have adversely affected homeowner’s property rights.

Please be advised that this Registry intends to work diligently with not only the Massachusetts Attorney General’s Office but also with other regulatory agencies to ensure that the real property documents recorded here are not fraudulent and do not affect the homeowners of Essex County in an adverse way.

Thank you for your attention to this matter.

John O’Brien
Register of Deeds
Southern Essex District
RE: Request for Recording of

Enclosed please find your Recording. Based upon the fact that it is signed by a number of known robe-signers, I am returning it to you. I will record it upon receipt of a signed affidavit, a copy of which I attach hereto (the “Affidavit”). The Affidavit must be signed under the pains and penalties of perjury that the recording is accurate and the signatures of both the signatory on the Recording and notary public’s signature are authentic. As I am sure you are aware, M.G.L. Chapter 266, Section 38A (b) (1) provides:

"Whoever intentionally files or causes to be filed with a registrar of deeds any document that contains a material statement that is false or a material omission, knowing such document to contain a material statement that is false or a material omission, shall be punished by imprisonment in the state prison for not more than 5 years or by imprisonment in the house of correction for not more than 2 and one-half years or by a fine of not more than $10,000 in the case of a natural person or not more than $100,000 in the case of any other person, or by both such fine and imprisonment."

Once the Affidavit is prepared and notarized, please forward it and your Recording to my attention with a recording fee of $75 for each document, so in this case $150 and I will make sure the documents are put on record forthwith.

As the Register of Deeds for the Southern Essex District of Massachusetts and the keeper of the records, I am very concerned with some lenders business practices and how they may affect homeowner’s chains of title. I truly believe in the integrity of the land recording system. Thank you for your attention to this important matter.

Sincerely,

John O’Brien
Register of Deeds
Southern Essex District
Affidavit in Support of Filing

I, ____________________ ("Declarant"), am a resident of ____________________, County of ________________, State of ________________, and do hereby certify, swear or affirm, and declare that I am competent to give the following declaration based on my personal knowledge, and that the following facts and things are true and correct:

1. I am attorney duly licensed to practice law and in good standing in ________.

2. I am representing ________________ (the "Client").

3. This Affidavit is in support of the following recording:

4. The purpose of the underlying filing(s) is/are:

5. I have personally communicated on or about [date] ________ with an employee or employees of the Client, whose names are ____________________, who (A) personally reviewed the documents submitted for filing, (B) personally reviewed all required supporting documentation of corporate and personal authority ("Supporting Documents"), and (C) confirmed the accuracy of all documents and authenticity of all signatures, including the notary.

6. I have received and reviewed all Supporting Documentation.

7. Based on such communications, review of documents and my own personal inquiry into the Client’s past and current standards and practices, I affirm that underlying filing(s) contain no false or questionable statements of fact or law.

8. Should any of the statements made herein be incorrect and the Recording corrupt or cloud the homeowner’s chain of title, I will indemnify and hold anyone in the chain thereafter harmless.

PROPERTY ADDRESS: __________________________

9. I am fully aware of and understand M.G.L.c. 266 § 35A.

Signed under pains and penalties of perjury.

WITNESS my signature this ______ day of _______ 20__. 

________________________

Signature of Declarant

________________________

STATE or Commonwealth of ________________ County

On this _____ day of ______________, 20____, before me, the undersigned notary public, personally appeared ___________________________, who was ___________________________, to be the person who signed the preceding or attached document in my presence, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of (his) (her) knowledge and belief.

________________________

Notary Public:

My commission expires: ________________

(Official signature and seal of notary)