

Law Strategist Proves Glaski Panel & Charles Cox Wrong

19 October 2013 by Bob Hurt. *Distribute freely.*

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Introduction – Glaski Opinion vs My Opinion

Last week DeadlyClear.com published the comments and letter from California paralegal Charles Cox to the California Supreme Court asking it to publish the Glaski opinion which banks don't want published. In Glaski, the CA 5th District Court overturned a foreclosure because the plaintiff lacked standing because the Depositor indorsed the note in blank to the Trustee of AFTER the closing date of the trust in violation of the Pooling and Servicing agreement. The court claimed the assignment lacked validity under New York trust law, apparently ignoring the PSA's establishment under Delaware trust law. Banks want the opinion depublished because it could motivate lower courts to halt foreclosures because of violations of the PSA under trust law in other states. See the Court's Glaski opinion here:

<http://www.courts.ca.gov/opinions/documents/F064556.PDF>

I have argued that the Plaintiff had these practical choices:

1. appeal the obviously bad decision, or
2. correct the standing problem and redo the foreclosure.

I figure choice 2 would cost less, but the appeal would do the legal community more good by using the California Supreme Court to clear up this nonsense. Either way, Glaski gets to keep the house a while longer, eventually losing it to foreclosure sale. I wrote to Glaski, suggesting Glaski get the mortgage examined comprehensively by a competent professional so as to find proof that the lender cheated Glaski from the beginning. I received no reply to my letter. Clearly, Glaski has drunk the Kool-Aid of useless foreclosure-defenses and securitization-audits that merely postpone the inevitable.

I present below the text from DeadlyClear including Charles Cox's letter, and follow it with a commentary by premier litigation strategist Storm Bradford which proves the nonsense of Cox's position.

Why Charles Cox Agrees with the Glaski Panel

<http://deadlyclear.wordpress.com/2013/10/10/high-priced-attorneys-dont-necessarily-buy-truth/>

The *GLASKI* opinion has made the Wall Street banking industry crazy. There was an outcry for publication of this case as it allowed homeowners to challenge fabricated assignments. The Court agreed to publish the opinion.

The securitization case was briefed and argued as a New York law trust case when in fact it was actually a Delaware trust. While the outcome may have likely been the same, the Court's opinion was based upon New York Trust Law. Thereafter, the banks (that it appears failed to raise these issues during or after the hearings) wanted the opinion to be [de-certified for publication](#).

Apparently, no one realized that the WaMu Mortgage Pass-Through Certificates Series 2005-AR17 Trust was a Delaware trust. Frankly, it is hard to believe that anybody even bothered to read the PSA. As a seasoned researcher, right after you verify the Closing Date, the next stop is usually Article II – Conveyances of Mortgages and then you go to Governing Law. The first full paragraph of [Section 2.01](#). Creation of the Trust reads:

*LaSalle Bank National Association is hereby appointed as the trustee of the Trust, to have all the rights, duties and obligations of the Trustee with respect to the Trust expressly set forth hereunder, and LaSalle Bank National Association hereby accepts such appointment and the trust created hereby. **Christiana Bank & Trust Company is hereby appointed as the Delaware trustee of the Trust, to have all the rights, duties and obligations of the Delaware Trustee with respect to the Trust hereunder, and Christiana Bank & Trust Company hereby accepts such appointment and the trust created hereby.** It is the intention of the Company, the Servicer, the Trustee and the **Delaware Trustee** that the Trust constitute a statutory trust under the Statutory Trust Statute, that this Agreement constitute the governing instrument of the Trust, and that this Agreement amend and restate the Original Trust Agreement. The parties hereto acknowledge and agree that, prior to the execution and delivery hereof, the **Delaware Trustee** has filed the Certificate of Trust.*
[emphasis added]

C'mon guys – **Delaware Trustee** is mentioned 4 times in one paragraph. Nevertheless, the point that the Court was making was that challenge to the assignment by the homeowner should be permitted and even though New York Trust Law was used in the decision, had Delaware trust law been on the table the Court may have reached the same conclusion as Delaware trust law appears even more stringent.

What is amazing is that the banks attorneys tried to use correspondence to re-argue the case and made some disingenuous statements in order to ultimately request [depublication](#) of *Glaski v. Bank of America, N.A.* The depublishment rules allow for any person to argue why an opinion should not be published.

While the banks hired their flashy high-priced attorneys to make their depublishment requests, it has caused several excellent letters to be written in support of maintaining the publication that the public originally requested to be published.

Michael T. Pines' letter can be found on Stopforeclosurefraud.com [Letter to CA Supreme Court from Michael T. Pines in Response and Opposition to the Requests to Depublish Glaski v. Bank of America N.A. Opinion](#). "I am writing in opposition to the request by Deutsche Bank National Trust Company's request to depublish in the above matter. I will only address one issue – the wrongful conduct of counsel seeking depublishment," writes Pines and continues, "A problem with the securitization of loans, is that the banks and their attorneys,

that were, and are, involved in securitization serve no one but their own interests. They have violated countless laws. There are of course countless government and private cases pending regarding such. There are government actions, including criminal investigations against foreclosure law firms.”

Charles Cox, a California Contract Paralegal penned another brilliant letter to the Court [Click [HERE](#) for PDF version]:

October 11, 2013

Chief Justice Tani G. Cantil-Sakauye
and Associate Justices

Supreme Court of California
350 McAllister Street

San Francisco, CA 94102-4797

Re: *Glaski v. Bank of America, National Association et al.*

Supreme Court Case No. 5213814;

Appellate Case No. F064556, Disposition Date 07/31/2013;

Trial Court Case No. 09CECG03601

CORRECTED RESPONSE AND OPPOSITION TO REQUEST FOR DE PUBLICATION

Dear Justices of the Supreme Court:

Pursuant to California Rules of Court (“CRC”), Rule 8.1125(b) et seq., the undersigned writes to respectfully and timely oppose and object to the requests to depublish the published opinion of the appellate court for the above referenced case by providing the following corrected response.

STATEMENT OF INTEREST AND INTRODUCTION

The undersigned’s interest in this response to the depublishation request, relates to clients served in the undersigned’s practice as a California Bus & Prof. Code qualified paralegal which consists of working on these types of cases with attorneys on a regular basis. We represent many clients who will be affected by this currently citable appellate court Opinion with some cases having already cited *Glaski* as applicable authority.

The clarity the appellate court provided in its well-reasoned Opinion was qualified for publication, certified for publication and accordingly, was rightfully published. The undersigned respectfully requests that the *Glaski* appellate court Opinion not be upset for the following additional reasons.

THE DE PUBLICATION REQUEST PROCESS IS NOT A FORUM TO RE-TRY THE CASE A DE PUBLICATION REQUEST SHOULD ONLY BE UTILIZED TO CONFIRM THAT THE APPELLATE COURT’S OPINION MET THE STANDARD FOR PUBLICATION

The depublishation process should not be used as a forum to re-try the case. Supreme Court review was an available option to the defendants but no petition was filed.

Justice Joseph R. Grodin wrote in 1984 confirming earlier explanations by the late Chief Justice Donald R. Wright 2 and then Chief Justice Rose Elizabeth Bird,³ that depublishation is only ordered because the majority of the justices consider the opinion to be wrong in some significant way, such that it would mislead the bench and bar if it remained citable as precedent.⁴ Such is not the case here.

The appellate court had no choice but to assume the purported “Trust” was formed under New York Trust Laws because Plaintiff claimed it was and the defendants failed to refute or object to this stated fact in the instant

case. The law under which the trust was purportedly formed does not change the general concept the appellate court established, that assets are prohibited from entering a trust after the trust closing-date. This is in order to mitigate tax liability and the potential of losing the trust's tax exempt status by utilizing the restrictive requirements required to maintain limited liability for the trust as a pass through entity.

Regardless of whether or not organized under New York Trust Laws, it was still a Real Estate Mortgage Investment Conduit ("REMIC") trust where I.R.S. Code § 860 et seq., and Delaware Code, Title 12, Chapters 35 and 38 et seq., each provides similar if not more comprehensive requirements related to the actual purpose of the trust; for instance:

*"Every direct or indirect assignment, or act having the effect of an assignment, whether voluntary or involuntary, by a beneficiary of a trust of the beneficiary's interest in the trust or the trust property or the income or other distribution therefrom that is unassignable by the terms of the instrument that creates or defines the trust is void."*⁵

Statements in the requests for depublication that Delaware Statutes provide no comparable provision that would render a belated assignment to a trust void is simply untrue.

The appellate justices' Opinion was sound, applicable and well-reasoned. Defendants' Petition for Rehearing was rightfully denied and the numerous requests for publication were properly considered and the case was certified for publication.

THE APPELLATE COURT'S OPINION MET THE STANDARDS FOR CERTIFICATION AND PUBLICATION

The appellate court's Opinion met the standard for certification and publication as authorized by Cal. Rules of Court, Rule 8.1105(c) which provides that an opinion of a court of appeal or a superior court appellate division – whether it affirms or reverses a trial court order or judgment – should be certified for publication in the Official Reports if the opinion:

- (1) Establishes a new rule of law;
- (2) Applies an existing rule of law to a set of facts significantly different from those stated in published opinions;
- (3) Modifies, explains, or criticizes with reasons given, an existing rule of law;
- (4) Advances a new interpretation, clarification, criticism, or construction of a provision of a constitution, statute, ordinance, or court rule;
- (5) Addresses or creates an apparent conflict in the law;
- (6) Involves a legal issue of continuing public interest;
- (7) Makes a significant contribution to legal literature by reviewing either the development of a common law rule or the legislative or judicial history of a provision of a constitution, statute, or other written law;
- (8) Invokes a previously overlooked rule of law, or reaffirms a principle of law not applied in a recently reported decision; or
- (9) Is accompanied by a separate opinion concurring or dissenting on a legal issue, and publication of the majority and separate opinions would make a significant contribution to the development of the law.

The undersigned contends the appellate court's well-reasoned Opinion was published on the grounds of sub-sections 2, 3, 5, 6, and 8 referenced above and more specifically related to Sections III. sub-sections A-H

and Section IV. sub-section B of the appellate court's Opinion. 6

Section III.A. The appellate court's Opinion clarifies securitization issues related to the lack of transfer of the deed of trust into securitized trusts after the closing date, which was deemed not acceptable due to the controlling "pooling and servicing agreement" and statutory requirements applicable to REMIC trusts, which is further clarified in FN 12 of the opinion? This meets the standard for publication per CRC, Rules 8.1105(c)(3), (5), (6) and (8).

Section III.B. Clarifies previous issues and opinions related to wrongful foreclosure by a nonholder of the deed of trust; or when a party alleged not to be the true beneficiary, instructs the trustee to file a Notice of Default and initiate nonjudicial foreclosure which conflicts with other holdings; adopts more applicable holdings and further clarifies that a plaintiff must allege facts that show the defendant who invoked the power of sale was not the true beneficiary. This meets the standard for publication per CRC, Rules 8.1105(c) (3), (5), (6) and (8).

Section III. C. This is an important opinion not previously held by other courts clarifying the question of whether the purported assignment was void, not dependent on whether the borrower was a party to, or third party beneficiary of the assignment agreement. This meets the standard for publication per CRC, Rules 8.1105(c)(2), (3), (5), (6) and (8).

Section III.E. This section distinguishes the Gomes 8 case which seems to be universally utilized by other courts and defendant attorneys in California whether the application applies to the actual facts of the case at bar or not. Of particular note is the appellate court's interpretation allowing borrowers to pursue questions regarding the chain of ownership and consolidation with the Herrera 9 case as opposed to Gomes which applies to not only Glaski but many other cases. The Opinion of the appellate court clarifies important characteristics authorized by the standards for publication per CRC, Rules 8.1105(c)(3), (5), (6) and (8).

Section III.F. Banks raise failure to tender as a defense in virtually every case whether applicable or not. The Glaski opinion correctly holds that tender is not required where the foreclosure sale is void, rather than voidable which meets the standard for publication per CRC, Rules 8.1105(c)(3), (5), (6) and (8).

GLASKI WAS CORRECTLY DECIDED

Whether Glaski was a party or third-party beneficiary to the purported securitized trust agreement or Pooling and Servicing Agreement ("PSA") is irrelevant. The PSA itself did NOT allow transfer into the purported trust AFTER the closing-date whether the borrower invokes standing to challenge assignment into the trust or not. The same holds true whether or not the borrower was a party or third-party beneficiary of the PSA. The appellate court ruled that such a transfer after the closing-date was not allowed as it would violate the purpose of the securitized trust as a REMIC as further addressed herein.

Professor Adam Levitin 10 of Georgetown Law School states the following, regarding the view (as expressed in the requests for depublication) that a homeowner has no standing to challenge assignments into a trust because of not being a party to the PSA:

"I think that view is plain wrong. It fails to understand what PSA-based foreclosure defenses are about and to recognize a pair of real and cognizable Article III interests of homeowners: the right to be protected against duplicative claims and the right to litigate against the real party in interest because of settlement incentives and abilities.

The homeowner is obviously not party to the securitization contracts like the PSA (query, though whether securitization gives rise to a tortious interference with the mortgage contract claim because of PSA modification limitations•••). This means that the homeowner can't enforce the

terms of the PSA. The homeowner can't prosecute putbacks and the like. But there's a major difference between claiming that sort of right under a PSA and pointing to noncompliance with the PSA as evidence that the foreclosing party doesn't have standing (and after Ibanez, it's just incomprehensible to me how this sort of decision could be coming out of the 1st Circuit BAP with a MA mortgage).

Let me put it another way. Homeowners are not complaining about breaches of the PSA for the purposes of enforcing the PSA contract. They are pointing to breaches of the PSA as evidence that the loan was not transferred to the securitization trust. The PSA is being invoked because it is the document that purports to transfer the mortgage to the trust. Adherence to the PSA determines whether there was a transfer effected or not because under NY trust law (which governs most PSAs), a transfer not in compliance with a trust's documents is void. And if there isn't a valid transfer, there's no standing. This is simply a factual question-does the trust own the loan or not? (Or in UCC terms, is the trust a "party entitled to enforce the note"-query whether enforcement rights in the note also mean enforcement rights in the mortgage•••) If not, then it lacks standing to foreclosure.

It's important to understand that this is not an attempt to invoke investors' rights under a PSA. One can see this by considering the other PSA violations that homeowners are not invoking because they have no bearing whatsoever on the validity of the transfer, and thus on standing. For example, if a servicer has been violating servicing standards under the PSA, that's not a foreclosure defense, although it's a breach of contract with the trust (and thus the MBS investors). If the trust doesn't own the loan because the transfer was never properly done, however, that's a very different thing than trying to invoke rights under the PSA.

I would have thought it rather obvious that a homeowner could argue that the foreclosing party isn't the mortgagee and that the lack of a proper transfer of the mortgage to the foreclosing party would be evidence of that point. But some courts aren't understanding this critical distinction. Even if courts don't buy this distinction, there are at least two good theories under which a homeowner should have the ability to challenge the foreclosing party's standing. Both of these theories point to a cognizable interest of the homeowner that is being harmed, and thus Article III standing. First, there is the possibility of duplicative claims. This is unlikely, although with the presence of warehouse fraud (Taylor Bean and Colonial Bank, eg), it can hardly be discounted as an impossibility. The same mortgage loan might have been sold multiple times by the same lender as part of a warehouse fraud. That could conceivably result in multiple claimants. The homeowner should only have to pay once. Similarly, if the loan wasn't properly securitized, then the depositor or seller could claim the loan as its property. Again, potentially multiple claimants, but the homeowner should only have to pay one satisfaction.

Consider a case in which Bank A securitized a bunch of loans, but did not do the transfers properly. Bank A ends up in FDIC receivership. FDIC could claim those loans as property of Bank A, leaving the securitization trust with an unsecured claim for a refund of the money it paid Bank A. Indeed, I'd urge Harvey Miller to be looking at this as a way to claw back a lot of money into the Lehman estate.

Second, the homeowner had a real interest in dealing with the right plaintiff because different plaintiffs have different incentives and ability to settle. We'd rather see negotiated outcomes than foreclosures, but servicers and trustees have very different incentives and ability to settle than banks that hold loans in portfolio. PSA terms, liquidity, capital requirements, credit risk exposure, and compensation differ between services/trustees and portfolio lenders. If the loans weren't

properly transferred via the securitization, then they are still held in portfolio by someone. This means homeowners have a strong interest in litigating against the real party in interest.11

CONCLUSION

The arguments proffered supporting depublication are nothing more than meritless attempts to re-argue the *Glaski* case. The appellate court's Opinion was well-reasoned and correctly decided. The appellate court's opinion promotes the requirement that in order to foreclose on an owner's property, the foreclosing entity must have obtained standing to foreclose properly, not based on a void assignment in contravention of the foreclosing entity's controlling documents. In this case an assignment into a securitized trust after the closing-date of the trust has been properly deemed invalid and void by the appellate court.

For the foregoing reasons and on behalf of clients and persons this case affects, the undersigned respectfully request this Honorable Court NOT depublish the above referenced appellate court Opinion due to the importance that the continued ability to cite this well reasoned Opinion has provided and will continue to provide in the future.

Sincerely,

[Charles Cox Signature]

1.1 See Joseph R. Grodin, The Depublication Practice of the California Supreme Court, 72 Cal. L. Rev. 514, 514 n.1 (1984).

2. See Julie H. Biggs, Note 8. at 1185 n.20, Decertification of Appellate Opinions: The Need for Articulated Judicial Reasoning and Certain Precedent in California Law, 50 S. Cal. L. Rev. 1181, 1200 (1977) quoting Chief Justice Wright.

3. In Justice Bird's address at the State Bar Convention in San Francisco, CA Sept. 10, 1978, in Report, L.A. Daily J., Oct. 6, 1978, at 4, 8, speaking of depublished opinions as ones "with which the court does not agree" and as "erroneous ruling[s]".

4. Grodin, supra, note 7, at 514-15.

5. Delaware Decedents' Estates and Fiduciary Relations, Chapter 35, Trusts, Subchapter III. General Provisions § 3536.

6. The "Section" stated herein and below, relate to the applicable Sections of the appellate court's Opinion.

7. "This allegation comports with the following view of pooling and servicing agreements and the federal tax code provisions applicable to REMIC trusts. "Once the bundled mortgages are given to a depositor, the [pooling and servicing agreement] and IRS tax code provisions require that the mortgages be transferred to the trust within a certain time frame, usually ninety days from the date the trust is created. After such time, the trust closes and any subsequent transfers are invalid. The reason for this is purely economic for the trust. If the mortgages are properly transferred within the ninety-day open period, and then the trust properly closes, the trust is allowed to maintain REMIC tax status." (Deconstructing Securitized Trusts, supra, 41 Stetson L.Rev. at pp. 757-758.)" *Glaski*, supra fn 12.

8. *Gomes v. Countrywide Home Loans, Inc.* (2011) 192 Cal.App.4th 1149.

9. *Herrera v. Deutsche Bank National Trust Co.* (2011) 196 Cal.App.4th 1366.

10. See: <http://www.law.georgetown.edu/faculty/levitin-adam-j.cfm>.

11. <http://www.creditslips.org/creditslips/2011/07/standing-ta-challenge-standing.html>.

Why the Glaski Panel Got It DEAD Wrong

October 12, 2013 by [Storm Bradford](#)

Even assuming, as Glaski insisted, that New York law governs interpretation of the PSA, which it did not because the PSA was under Delaware law, and further assuming that the transfer of Glaskis' loan to the Trust violated the terms of the PSA, that after-the-deadline transactions would merely be voidable at the election of one or more of the parties—not void as Glaski and the illiterates would have everyone believe. Consequently, Glaski, was not a party to the PSA, and did not have standing to challenge it.

This concurs with time-honored principles of contract law. A void contract is “invalid or unlawful from its inception” and therefore cannot be enforced. 17A C.J.S. Contracts § 169. Thus, a mortgagor who was not a party to an assignment between mortgagees may nevertheless challenge the enforcement of a void assignment. A voidable contract, on the other hand, “is one where one or more of the parties have the power, by the manifestation of an election to do so, to avoid the legal relations created by the contract.” *Id.* Therefore, only one who was a party to a voidable contract has standing to challenge it.

It is true that New York Estate Powers & Trusts Law § 7-2.4 states: “every act in contravention of the Trust is void.” New York case law, however, makes clear “that section 7-2.4 is not applied literally in New York.” [Bank of Am. Nat'l Ass'n v. Bassman FBT, LLC, 366 Ill. Dec. 936, 981 N.E.2d 1 \(Ill. App. Ct. 2012\)](#). Instead, New York courts have held that a beneficiary can ratify a trustee's ultra vires act. See, e.g., [Mooney v. Madden, 597 N.Y.S.2d 775 \(N.Y. App. 1993\)](#) (holding that trustee may bind trust to an otherwise invalid act or agreement that is outside scope of trustee's power when beneficiary or beneficiaries consent or ratify trustee's ultra vires act or agreement); *Matter of Estate of Janes*, [630 N.Y.S.2d 472, 477 \(Sur. 1995\)](#), aff'd as modified sub nom. *Matter of Janes*, [643 N.Y.S.2d 972 \(N.Y. App. Div. 1996\)](#), aff'd sub nom. *Matter of Estate of Janes*, [90 N.Y.2d 41 \(N.Y. 1997\)](#) (acknowledging that a beneficiary may ratify a trustee's ultra vires act if “the ratification was done with knowledge of material facts”); [Leasing Serv. Corp. v. Vita Italian Restaurant, 566 N.Y.S.2d 796, 797-98 \(N.Y. App. Div. 1991\)](#) (“It is hornbook law that a contract entered into by . . . an unauthorized agent, corporate officer, trustee or other person purporting to act in a representative capacity . . . is voidable.”); [Hine v. Huntington, 103 N.Y.S. 535, 540 \(1907\)](#) (“We have before this called attention to the fact that the cestui que trust is at perfect liberty to elect to approve an unauthorized investment and enjoy its profits, or to reject it at his option.”); 106 N.Y. Jur. 2d Trusts § 431 (“[T]rustee may bind trust to an

otherwise invalid act or agreement which is outside the scope of the trustee's power when beneficiary consents to or ratifies the trustee's ultra vires act or agreement.");see also [In re Levy, 893 N.Y.S.2d 142](#), 144 (N.Y. App. Div. 2010) (explaining that "[t]he essence of ratification 'is that the beneficiary unequivocally declares that he does not regard the act in question as a breach of trust but rather elects to treat it as a lawful transaction under the trust'" (quoting Bogert, Law of Trusts and Trustees § 942).

If an act may be ratified, it is voidable rather than void. See [Hacket v. Hackett, 950 N.Y.S.2d 608, 2012 WL 669525](#), at *20 (N.Y. Sup. Ct. Feb. 21, 2012) ("A void contract cannot be ratified; it binds no one and is a nullity.

However, an agreement that is merely voidable by one party leaves both parties at liberty to ratify the transaction and insist upon its performance.") (quoting 27 Williston on Contracts § 70:13 [4th ed.]) (internal quotation marks omitted); 17 C.J.S. Contracts § 4 (noting that "a void contract . . . is no contract whatsoever" and "cannot be validated by ratification") (emphasis added); id. ("A contract that is merely voidable is capable of being confirmed or ratified by the party having the right to avoid it . . .").

These cases above make it obvious that, under New York law, a trustee's unauthorized transactions may be ratified; such transactions, voidable—not void.

That being the case, if the trustee of the securitized trust can't, on its own, decide to accept these late-delivered notes, then it's clear the beneficiaries can. They can ratify or waive anything they want. Common sense dictates that they can either, accept the notes/mortgages even though they were delivered late, giving the trust power to enforce, but theoretically putting the trust's tax-exempt REMIC status at risk; or not allowing the trustee to accept the notes/mortgages, keeping their REMIC status alive, but denying themselves the income from the notes/mortgages they bought.

Common sense would also dictate that if there are enormous numbers of late-delivered notes/mortgages, does anyone really believe that the holders of these notes/mortgages would rather lose the tax benefits by virtue of it becoming a taxable event, which is highly unlikely because the IRS has failed to take any action so far, or lose the income from the notes/mortgages. Anyone who got out of the third grade can figure this one out.

Ideal Strategy for Glaski and ALL Mortgagors

I take this position: if you borrow money to buy a house on a valid mortgage deal, pay it back timely in accordance with your agreements or give up the house. Don't fight the foreclosure because you will lose and you might suffer Post Traumatic Brain Injury as a result. But, if the mortgage lacks validity because the lender or lender's agents cheated you, do your best to hammer the lender into a concession that leaves you with the house and compensation. To that end, I propose the following strategy:

1. Get a comprehensive mortgage examination by a competent professional who has knowledge of all the related areas of law AND consummate litigation skill. Then,
2. If no causes of action (reasons to sue) exist, walk from the house as you should, with a short-sale or deed-in-lieu-of-foreclosure deal to salvage as much as you can of your credit rating.
3. Use the discovered causes of action to force a settlement for money or cram-down (reduced balance) refinance, or sue for compensatory and punitive damages and legal fees and costs.
4. Do not EVER accept a loan modification, for all are just scams to increase your debt, increase the likelihood of foreclosure, and deprive you of the right to sue over prior predatory lending injuries.

If you obtained a home mortgage loan in the past 10 to 15 years, you might have numerous causes of action underlying the mortgage. In that case you should demand settlement or sue, whether or not you face foreclosure. I can review your situation and introduce you to America's premier mortgage fraud examiner if circumstances warrant it.



For full details in a FREE discussion with me, call Bob Hurt at 727 669 5511 now.



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