# ADMGROUP Money and Debt Coaching

# THE BUSINESS OF DEBT

(SpeakEasy #4)

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#### THE BUSINESS OF DEBT: THE OVERVIEW

- 1. THE 8 RULES OF DEBT ENGAGEMENT
- 2. THE MONEY PRESUMPTION
- 3. THE GAME: WHY, WHO, WHAT, WHERE & WHEN
  - THE GAME:
    - DEBT & ITS FOUNDATION
    - TITLE IS MONEY
    - TOOLS FOR THE RESOLVE
- 4. KNOWING WHAT'S MISSING, GETTING BACK & KEEPING
  - STEP 1
  - STEP 2
  - STEP 3
- 5. RESOLVE, NOT ARGUMENT THE BASIC EIGHT TO GETTING STARTED

"The borrower owes money NOT to the world at large but to a <u>particular person or institution</u>, and only the person or institution <u>entitled to payment may enforce the debt</u> by foreclosing on the security." *Yvanova, the Supreme Court of California (2016)* 

### The Basic 8

#### **BUILDING A BRIDGE TO RESOLVE**

- 1. Determine who you are, where you are and where you want to be.
- Understand that everyone you work with will have an agenda, you must learn what it is and work with
  it. Agenda's are never "good or bad", they are only a MEASURE of limitations. You do not have to like the
  people you work with.
- 3. NEVER rely on a person's "TITLE" to measure their abilities or their business model.
  - TITLE is a generic reputation. A socially defined identity.
  - CHARACTER is who you really are.
- 4. Understand the "business model" of all sides of your challenge.
  - The people you "pay" are not always working in your best interests.
  - The "business model" should be vetted at the beginning.
- 5. Understand the disciplines of the participants on all sides of the challenge.
- 6. Understand cause, effect and collateral damage positions (multi-dimensional thinking).
- Do not accept PRESUMPTION from any participant in YOUR efforts to "resolve" a challenge or YOU will drown.
  - PRETEND YOU DON'T SWIM and focus on building the BRIDGE.
  - Connect the dots to understanding, THEN allege and prove.
- 8. Design and Execute a Plan of Action.

# The Standard Financial Presumption!

English is one of the hardest languages to learn and yet we all think and behave as though we mean the same thing when we use the same words. It is used to judge and trap others consistent with their level of understanding of what is meant, without giving them the playing field.

Presumption is the middle of a river flowing downstream when you need to be on one shore or the other.

#### a Money PRESUMPTION: IRONY?

MONEY = the Federal Reserve Note.

THE FEDERAL RESERVE NOTE = FIAT CURRENCY.

FIAT CURRENCY = MONEY.

#### THE MONEY RULE:

MONEY = Intrinsic Value or Substance in Exchange.

- 1. FIAT currency is a representative DEBT based on a promise to pay, founded on an intangible performance.
  - "Federal Reserve Note"
  - "Renminbi"
  - "British Pound Sterling"
  - "Cryptocurrency"
- 2. Fiat currency is NOT MONEY, it is a MONEY SUBSTITUTE.

# **Eliminating Presumption!**

A primary downfall of A FIAT MONEY nation is a fundamental lack of awareness that the "Fiat Currency" is not money. Try to explain that to the social community, and receive a blank stare. EXAMPLE: **The USD is declared by fiat as valid legal tender, nothing more**. That means it is legitimate legal medium of exchange to settle debts public and private, to pay bills, to settle accounts, to buy things. However, it is not money. For 42 years since the Gold Standard was broken, the nation has used unsound money, phony money. Such is not taught in college economics classes. Since it is actually (by default) denominated debt, the painful process of debt write down will act like a wrecking ball to the wealth of the nation. Bank accounts, stock accounts, pension funds, and all types of wealth will suffer a debt write down since the unit of supposed wealth is a debt unit. The FIAT CURRENCY is not money.

RULE: To "Pay a Debt" you must PAY with "intrinsic value or substance". That's why with a "Fiat Money" system "debts" are ONLY DISCHARGED (U.C.C. ARTICLE 3 AND 9). Discharging a debt divests' its charter as a <u>legal</u> <u>obligation</u>. (i.e. Bankruptcy?).

RULE: It's important to understand that any currency (representative money) that claims to be "backed" by gold, oil, rice, bat guano (commodity money = intrinsic value or substance), etc. must be convertible to the underlying commodity at a transparent conversion rate.

(Forex Exchange Traders)

# THE WHY In the World of "Debt" Title is the Foundation

\*FANNIE AND FREDDIE REPACKAGE DEFECTIVE LOANS AND SELL THEM TO NAÏVE INVESTORS – 02/22/2018

\*FREEDIE MAC FIRE SALE ANNOUCED FOR NEXT MONTH – 02/20/2018

Revenue (Value Received) made by Fannie & Freddie benefiting from the Wrongful Foreclosure Market @ an estimated 12.5 million homes wrongfully foreclosed on since 2008 (NY Times, Zero Hedge, Harvard Law Review, Yale Law Review, Economic Times, Financial Times) at an average value of \$125,000.00 per unit = \$1.5 Trillion USD....where did all that INTRINSIC VALUE go?

Published Number of "MERS related (Corrupt) Titles" (by design) – 65 Million Units (2010)

- Average Debt Value/Unit \$125 Thousand Dollars/Unit
- Total Debt Value \$8.125 Quadrillion Dollars
- Cost to Repair @ \$5,000/unit ? (Time to Correct 1 to 1.5 years)
- Revenue from Repair estimated \$325 Billion
- Revenue Return to Land Title Offices?
- Revenue Return to Communities from added Disposable Income?
- Revenue Return to Pension Funds and Retirement Accounts?

# THE WHAT The Game?

GETTING WHAT YOU BARGAIN FOR, KEEPING WHAT YOU'VE GAINED AND KNOWING WHAT'S MISSING

"Bad Title" exists in at least 65 million+ real property products and there is no "STATUTE OF LIMITATIONS" on Title acquired through misrepresentation or fraud.

**Rule:** The Financial Institutions of the World have never been interested in "debt", they are interested in the "BASIS OF DEBT". From that mandate comes a standard operating procedure that hides ownership and allows theft by deception.

Deutsche Bank – 534 lawful entities
Wells Fargo – 4631 lawful entities
JPMorgan Chase – 908 lawful entities
Bank of America – 2600 lawful entities
Citibank – 1651 lawful entities

- THE BASIS of any "debt" claim is in its' TITLE.
- TITLE is "INTRINSIC VALUE/SUBSTANCE" and therefore is classic MONEY.

The beginning of a real property claim is the purchase. The end of a real property claim is the sell. EVERYTHING between "The Beginning and The End" EVIDENCES THE CHAIN OF TITLE (Assignment And Negotiation) THAT IS PRESUMMED TO GIVE RISE TO A "BENEFICIAL INTEREST" (the right to collect and the right to enforce) IN THE SUBJECT PROPERTY.

### THE WHO

# The MERS Participants/Creators

#### Who owns MERS?

- AIG-UG
- ALTA
- Bank of America
- CCO
- CitiMortgage
- CMSA
- Corinthian
- EverHome
- Fannie Mae
- First American
- Freddie Mac
- GMAC

- Guaranty Bank
- HSBC
- Merrill Lynch
- MGIC
- Mortgage Bankers Association
- Nationwide
- PMI
- Stewart Title
- SunTrust
- Washington Mutual (JP Morgan)
- Wells Fargo
- WMC



# The WHERE: ELEMENTS OF A TRANSACTION Offer, Acceptance and Consideration = CONTRACT

### A TOOL: "CONSUMMATION"

In our current (1999 to Present) world of "table-funding" and "securitization" the "Definitive Question" MUST BEGIN HERE.

The funding of the loan contract (transaction) is needed to establish consummation of the loan transaction. Consideration is a necessary element in becoming "contractually obligated". The execution of documents is NOT the same as "CONSUMMATION" of the loan.

- Without the "Originator" having been the funding source of the "money" it reveals that there is a "lack of consideration".
- If the "Payee" is not the "funding source", then there is the question of who lent the money.
- If the "Payee" is not the "funding source", then there is the question of "TILA violations" from the beginning.
- If the "Payee" is not the "funding source", then there is a question of how they came to have a "right to enforce" and "right to collect".
- If the "Payee" is not the "funding source", then there is a question of what is the "risk of loss" (damages).

#### A TOOL: TRUTH IN LENDING

15 U.S.C. § 1635 (A Statute of Repose)

# The "Tool" the legislature of the USA gave the Borrower to protect them from the "unscrupulous financial community" activities.

Under TILA and HOEPA, a borrower <u>may rescind a loan or recover damages</u> if the lender fails to disclose certain terms at closing. <u>15 U.S.C. §§ 1635</u>, <u>1640</u>. Actions for rescission and damages are subject to respective three YEAR and one YEAR limitations periods, which begin <u>when the parties CONSUMMATE the loan</u>. *Id.* §§ 1635(a), 1640(e). The limitations period for rescission claims is absolute; the period for damages claims is not. Thus, as to claims for damages, equitable tolling may apply to "suspend the limitations period until the borrower discovers or ha[s] reasonable opportunity to discover the fraud or non-disclosures that form the basis of the TILA [or HOEPA] action." *King v. California*, <u>784 F.2d 910, 915</u> (9th Cir. 1986).

#### STATUTORY RESCISSION OVERVIEW

**TILA Rescission is an EVENT.** It is not a theory, claim or defense. It is a <u>nonjudicial procedural remedy</u>. It is accomplished by mailing a letter. In most cases it is an event that has indisputably occurred. The effect of TILA Rescission is, as a matter of law and by operation of law, to cancel the loan contract, and to render the note and mortgage void. In its Motion to Dismiss, the pretender lenders seek to have courts assume that the rescission exists but is not effective, despite all law to the contrary. The matter is well settled, to wit: if the rescission exists, it is effective as a matter of law.

The effectiveness of a TILA Rescission is not predicated upon any judicial analysis of the likelihood of the borrower's success if a lawsuit to vacate the rescission is filed by a party with legal standing. Any such interpretation would be opposite to the holding in Jesinoski that the rescission is effective upon mailing, whether disputed or not.

The pretender lenders do not dispute that rescission has occurred but seek to invoke issues in a case that is not and cannot be before any Court, to wit: whether the rescission is effective. And they seek to do so through motions in which they deftly avoid the requirement of pleading and proving facts in a proper lawsuit to vacate the rescission, thus depriving the homeowners of their right to raise appropriate defenses to the non-existent lawsuit seeking to vacate the rescission. Pretender lenders want the courts to enter an order that would impliedly vacate the rescission. The pretender lenders seek to have the court assume facts about the consummation of the alleged loan including the date or dates when consummation occurred and the source of funding for the alleged loan. SCOTUS has expressly rejected that argument. (Jesinoski v Countrywide).

SCOTUS clearly stated that the rescission is complete upon mailing, regardless of whether it is disputed or not. This does not remove the ability of the creditor to vacate the rescission, but it does eliminate the right of any creditor to raise a challenge based upon the theory that the rescission was not effective when mailed. That issue is completely settled by SCOTUS. All three branches of government are in unanimous agreement: **TILA Rescission is effective upon mailing by operation of law**. Nothing further is required from the borrower.

**YALE LAW REVIEW (2016):** In nearly all cases where there are claims of securitization and most where no such claims are brought forward (but still exist) they are **missing consideration** (i.e., PAYMENT) from the origination and/or acquisition of the loan. The DEBT was never created in favor of the party receiving documents.

In a filing unsealed on June 3, 2016, the Department of Justice (DOJ) confirms what many of us have known for years. Nobody, not even the U.S. Government, with massive resources, can determine who owns your loan and has the right to collect on your mortgage.

The information comes from case files **unsealed on June 3, 2016** by federal Judge Yvonne Gonzalez Rogers of the Northern District of California in the case of the **United States v. Discovery Sales, Inc.** The case involves some <u>325</u> **fraudulent loans** originated by Discovery Sales, Inc. (DSI) between 2006 and 2008, many of which were then sold to **Wells Fargo Bank and JP Morgan Chase to securitize**.

The *Discovery Sentencing* document on page 9 states:

The originating lenders who made loans to purchase DSI properties, including Wells Fargo and J.P. Morgan Chase, generally would not keep the mortgages and thus did not end up losing money as a result of the DSI fraud scheme. Instead, they would sell the mortgages to other banks who would package them in securities that were sold to other investors. These securities failed when the underlying mortgages went into default.

It was impossible to trace the majority of the mortgage loans on the over 300 homes...that were the subject of the FBI investigation; it would have been harder yet to identify individual victims of the fraud given that the mortgages were securitized and traded. (Emphasis added.)

### The GAME'S FOUNDATION

1st Base: "Stacking the Deck"

2<sup>nd</sup> Base: "the False Document Epidemic"

3rd Base: "the Rule Ritual"

Pitching: "the Financial Institutions"

At Bat: "the Borrower"

The intent is an obfuscation of TITLE (the Basis of Debt) such that the term "clear and marketable" no longer exists...and the "blue ink" note is no where to be found and rarely returned. Remember, there are 3 parts to any magic act. (the pledge, the turn & the prestige)

#### Listed as "injured reserves"?

- California Homeowner Protection Act California Civil Code § 2924.17, et seq.;
- California Penal Code 115(a).
- 15 USC § 1635 and Regulation Z.
- Consummation of the Transaction.
- Due Process, Standing, Cancellation of Documents, Slander of Title, and Quite Title.

GETTING what you bargain for, KEEPING what you bargain for and KNOWING what's missing!

# **INSTRUMENTS** of a Real Property TRANSACTION

- THE PROMISSORY NOTE (The Transaction Paperwork) Evidence of the terms of the debt.
- THE DEED OF TRUST (aka Mortgage: the Transaction Paperwork) Evidence of the security for the debt.
- THE DEBT (the Transaction Obligation) this is what rises by OPERATION OF LAW upon the consummation of the transaction (the funding question).

#### Consummation

- > Regulation Z consummation of the loan occurs when the borrower is contractually obligated.
- Contractually Obligated (CCP § 1550)
  - a lawful object;
  - parties capable of contracting;
  - mutual consent (meeting of the minds); and
  - sufficient cause or consideration.
- > Consummation is the element necessary to start the "Statute of Repose" (TILA) clock and any failure of the element results in a nullity of meeting of the minds necessary to facilitate a binding agreement.

#### Operation of Law

> The means by which a RIGHT or a LIABILITY is created for a party regardless of the party's actual state of mind (intent).

# Step 1: "Know the Game for the Field Your On"

- Who is creating the challenge?
- Who are they in the challenge?
- Where is the "beneficial interest" in the challenge?
- How did it get to where it is?
- Who are you in this challenge?
- Where are you in this challenge?
- Where do you want to be in this challenge?

The WHY questions always have the same answer...MONEY!

# Step 2: "Identify Your Participants"

OWNER-BORROWER ORIGINATOR LENDER/CREDITOR SERVICER 1<sup>ST</sup> DOT TRUSTEE (assigned by the Lender/Creditor) 2<sup>nd</sup> DOT TRUSTEE (assigned by the Servicer) REMIC Trust Trustee (appointed) REALTOR BUYER SELLER ESCROW COMPANY TITLE COMPANY ASSIGNOR ASSIGNEE (+the Securitization Scheme)

# Step 3: "the Resolve"

- QUESTION 1: (material facts) "Is there any CONSUMMATION OF A LOAN CONTRACT wherein the SAME PARTIES that exchanged an offer and acceptance of terms (the paperwork), also were parties to a FINANCIAL <u>TRANSACTION</u> in which money exchanged hands and gave rise to a debt obligation?"
- QUESTION 2: (material facts) "Whether any alleged Right to Enforce Claimant possesses a qualifying lawful interest in the "debt obligation" that would allow them to initiate a default action pursuant to the statutes of the State?" and can they "discharge the debt obligation upon complete payment"?
  - OPINION: [YALE Law Review 2016] The Trial Judges are making the assumption that there is an underlying debt and an underlying liability of the homeowner to make a payment to the parties in litigation even if the paperwork was found to be defective.
    - Or worse, they are disregarding the rule of law altogether and ruling for the banks and servicers because of policy reasoning (a province exclusively reserved to the legislative branch of government and excluded from the judicial branch).
    - The key legal analysis goes back to basic contract law pounded into our heads in the first year of law school, to wit: the note is not the debt, it is evidence of the debt." So, if there is no debt and the homeowner challenges on that basis, the homeowner SHOULD win every time. The mistake made by pro se litigants and lawyers alike is that they cannot conceive of the notion of "there is no debt."
    - That's because they don't complete the sentence, to wit: There is no debt owed to the beneficiary or claimed beneficiary on the deed of trust (non-judicial states) or there is no debt owed to the mortgagee or claimed mortgagee named in the mortgage."

**Basic Rule:** the promissory note is NOT THE DEBT, it is "paperwork evidencing the terms of the debt". Was a "debt obligation" ever created in favor of the party receiving "transaction documents" or the party making the claims of a right to enforce and right to collect? U.C.C. Articles 3 and 9

# Simple Policy of How Title is Acquired

#### **Nemo Dat Quod Non Habit**

"No one gives what he does not have; No one transfers (a right) that he does not possess"

"Good Title CAN NOT COME FROM "Defective (bad) Title" (this is well settled and evidenced in the legal maximum "nemo dat quod non habit") and reaffirmed by the *Supreme Court of Massachusetts in Bevilquoa (2012) and Ibanez(2011).* 

It is irrelevant whether Purchaser is a "good faith" purchaser, as the *Nemo Dat Doctrine* trumps the *Bona Fide Purchaser Doctrine*. Leaving aside the possibility of <u>actual knowledge of title defects</u>, it is questionable whether, as a matter of law, <u>a purchaser at a nonjudicial foreclosure sale can ever be a good faith purchaser</u>;

Nonjudicial foreclosure sales are subject to legal requirements beyond those of regular private sales, and absent due diligence, a foreclosure sale purchaser cannot be sure that the sale complied with the law and therefore was capable of PASSING GOOD TITLE.

#### **Community Paycheck?**

AVERAGE DEBT VALUE: \$2.8 MILLION (36 UNITS)

**DEBT MANAGED VALUE: \$47 MILLION** 

TOTAL MARKET VALUE: \$58 MILLION

**EQUITY VALUE: \$11 MILLION** 

PAST DUE TOTAL: \$11 MILLION

3   soledad   \$   3,000,000.00   \$   3,953,465.00   \$   4,650,00   \$   4,889   \$   4   la   polla mesa   \$   1,570,373.00   \$   5,70,373.00   \$   5,70,373.00   \$   5,70,373.00   \$   5,70,00   \$   481,051.00   30,639   \$   5,70,00   \$   481,051.00   30,639   \$   5,70,00   \$   5,70											
Property   Address   Debt Value   Se,078,281,00   Se,078,281	La Jolla	4/23/16	ave	rage debt value							
Property   Address   Debt Value   S   2,820,000,00   \$   2,2520,000,00   \$   2,520,000,			\$	2,830,374.03							
Property   Address   Debt Value			Debt Managed Value			MMV	Equity Valu		Equity Value	Pdue Value	
Property   Address   Debt Value   Equity   Property   Figury   Property   1   Property   2   P			\$ 48,824,901.00		\$	56,678,821.00			\$ 11,024,502.00	\$ 10,785,417.00	
Property   Address   Debt Value   Equity   Property   Figury   Property   1   Property   2   P											
1 rutgers road   \$ 2,520,000.00   \$ 2,520,000.00   \$ 2,000.00   \$ 3,000.00   \$ 3,000.00   \$ 3,600.00   \$ 3,						Median Mkt					% of PD to
2 monte viste \$ 2,878,279.00 \$ 2,678,279.00 \$ 3.00.00 \$ 5.0.00 \$ 5	Property	Address		Debt Value		Value	Lender	Type	Equity	past due	Mkt Value
3   soledad   \$   3,000,000.00   \$   3,953,465.00   \$   4,650,00   \$   4,889   \$   4   la   polla mesa   \$   1,570,373.00   \$   5,70,373.00   \$   5,70,373.00   \$   5,70,373.00   \$   5,70,00   \$   481,051.00   30,639   \$   5,70,00   \$   481,051.00   30,639   \$   5,70,00   \$   5,70	1	rutgers road	\$	2,520,000.00	\$	2,520,000.00			\$0.00	\$ 93,000.00	3.69%
4   la joilla mesa   \$ 1,570,373.00   \$ 1,570,373.00   \$ 2,370,702.00   \$ 250,00   \$ 481,051.00   30,639	2	monte vista	\$	2,878,279.00	\$	2,878,279.00			\$0.00	\$ -	0.00%
5 cottontal lane         \$ 1,650,000.00         \$ 2,370,702.00         \$ 5700,200         \$ 853,766.00         36.01%           6 caminto abrazo         \$ 704,266,00         \$ 1,560,000.00         \$ 10,233.00         3.60.00         \$ 10,233.00         3.60.00         \$ 10,233.00         3.60.00         \$ 10,233.00         3.60.00         \$ 10,000         \$ 10	3	soledad	\$	3,000,000.00	\$	3,953,465.00			\$953,465.00	\$ 1,695,148.00	42.88%
6 caminito abrazo \$ 704,266.00 \$ 704,266.00 \$ 10,233.00 \$ 1.45% 7 caminito rialito \$ 1,560,000.00 \$ 1,560,000.00 \$ 1,560,000.00 \$ 1,560,000.00 \$ 1,560,000 \$ 20.00 \$ 2.000 \$ 1,560,000 \$ 1,560,000 \$ 2.000 \$ 2	4	la jolla mesa	\$	1,570,373.00	\$	1,570,373.00			\$0.00	\$ 481,051.00	30.63%
7 caminito rialito \$ 1,560,000.00 \$ 1,560,000.00 \$ 5.0.00 \$ -0.00% \$ 8 la jolla blvid \$ 743,894.00 \$ \$ 743,894.00 \$ \$ 5.0.00 \$ 39,835.00 \$ 5.35% \$ 9 nautilius st \$ \$ 3,437,842.00 \$ \$ 3,437,842.00 \$ \$ 3,437,842.00 \$ \$ 3,437,842.00 \$ \$ 3,0.00 \$ \$ 6,299.00 \$ 0.18% \$ 1,260,000.00 \$ 1,260,000.00 \$ 1,260,0	5	cottontail lane	\$	1,650,000.00	\$	2,370,702.00			\$720,702.00	\$ 853,766.00	36.01%
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10 darlington row   5   1,260,000.00   5   1,260,000.00   5   2,000.00   5   2,000.00   5   2,000.00   5   2,000.00   5   2,000.00   5   2,000.00   5   2,000.00   5   2,000.00   5   2,000.00   5   2,000.00   5   2,000.00   5   3,	8	la jolla blvd	\$	743,894.00	\$	743,894.00			\$0.00	\$ 39,835.00	5.35%
11 ruette nicole   5   8,980,000.00   \$   9,700,000.00   \$   120,000.00   \$   292,113.00   3.0128     12 van nuys   5   1,340,379.00   \$   1,500,000.00   \$   159,621.00   \$   536,656.00   35.77%     13 vista claridad   5   2,200,000.00   \$   2,200,000.00   \$   50.00   \$   80.00   \$   80.00   \$   80.00   \$   14 via estrada   5   3,340,822.00   \$   3,700,000.00   \$   3559,178.00   \$   80,256.00   2.17%     15 soledad 2   5   3,161,620.00   \$   3,500,000.00   \$   338,380.00   \$   99,255.00   2.84%     16 caminto barlovento   5   798,000.00   \$   880,000.00   \$   838,380.00   \$   99,255.00   2.84%     17 prospect   5   3,999,999.00   \$   7,800,000.00   \$   3,800,001.00   \$   2,2438.00   2.55%     18 vallecitos   5   2,297,378.00   \$   2,600,000.00   \$   3,800,001.00   \$   2,600,000   \$   3,800,001.00   \$   2,600.00   \$	9	nautilus st	\$	3,437,842.00	\$	3,437,842.00			\$0.00	\$ 6,299.00	0.18%
12   van nuys   \$ 1,340,379,00   \$ 1,500,000,00   \$ 1,5	10	darlington row	\$	1,260,000.00	\$	1,260,000.00			\$0.00	\$ -	0.00%
13   vista claridad   \$ 2,200,000.00   \$ 2,200,000.00   \$ 3,300,822.00   \$ 3,340,822.00   \$ 3,700,000.00   \$ 3,591,718.00   \$ 80,256.00   2.17%	11	ruette nicole	\$	8,980,000.00	\$	9,700,000.00			\$720,000.00	\$ 292,113.00	3.01%
14 via estrada   \$ 3,340,822.00   \$ 3,700,000.00   \$359,178.00   \$ 80,256.00   2.17%	12	van nuys	\$	1,340,379.00	\$	1,500,000.00			\$159,621.00	\$ 536,565.00	35.77%
15 soledad 2 \$ 3,161,620.00 \$ 3,500,000.00 \$ \$38,838.00 \$ 99,255.00 2.84%   16 caminto barlovento \$ 798,000.00 \$ \$88,000.00 \$ \$82,000.00 \$ 22,438.00 \$ 2.55%   17 prospect \$ 3,999,999.00 \$ 7,800,000.00 \$ \$3,800,001.00 \$ 2.600,000 \$ 18 vallecitos \$ 2,297,378.00 \$ 2,600,000.00 \$ \$3,800,001.00 \$ 2.600,000 \$ 19 exchange place \$ 2,227,405.00 \$ 2,500,000.00 \$ \$22,2595.00 \$ 36,000.00 \$ 1.44%   20 cardeno drive \$ 1,154,644.00 \$ 2,500,000.00 \$ \$145,356.00 \$ 13,000.00 \$ 1.44%   21 dolphin place \$ 8,795,000.00 \$ 6,665,034.00 \$ (\$2,129,966.00) \$ 161,000.00 \$ 2.42%   22 playa del norte \$ 1,000,000.00 \$ 992,368.00 \$ (\$2,129,966.00) \$ 161,000.00 \$ 2.42%   23 muirlands drive \$ 3,197,932.00 \$ 3,500,000.00 \$ 3,300,068.00 \$ 10,00%   24 cliffridge avenue \$ 1,509,860.00 \$ 1,650,000.00 \$ 3,302,068.00 \$ 41,000.00 \$ 2.48%   25 la canada stree \$ 3,750,000.00 \$ 3,431,600.00 \$ (\$318,400.00 \$ 60,000.00 \$ 1,75%   26 avenida cresta \$ 6,829,578.00 \$ 7,500,000.00 \$ 51,673.	13	vista claridad	\$	2,200,000.00	\$	2,200,000.00			\$0.00	\$	#VALUE!
16 caminto barlovento   \$ 798,000.00   \$ 880,000.00   \$ \$22,438.00   2.55%	14	via estrada	\$	3,340,822.00	\$	3,700,000.00			\$359,178.00	\$ 80,256.00	2.17%
17 prospect \$ 3,999,999.00 \$ 7,800,000.00 \$ \$3,800,001.00 \$ - 0.00% \$ 18 vallecitos \$ \$ 2,297,378.00 \$ \$2,600,000.00 \$ \$3,800,001.00 \$ \$ 6,000.00 \$ 19 exchange place \$ \$ 2,227,405.00 \$ \$2,500,000.00 \$ \$2,500,000.00 \$ \$302,622.00 \$ \$36,000.00 \$ 1.44% \$ 20 carden drive \$ \$ 1,154,44.00 \$ \$ 1,300,000.00 \$ \$145,356.00 \$ 13,000.00 \$ 144% \$ 21 dolphin place \$ 8,795,000.00 \$ \$6,665,034.00 \$ (\$2,129,966.00) \$ 161,000.00 \$ 22 plays del norte \$ 1,000,000.00 \$ 5,665,034.00 \$ (\$2,129,966.00) \$ 161,000.00 \$ 2.42% \$ 1,979,932.00 \$ 3,500,000.00 \$ 3,500,000.00 \$ 3,500,000.00 \$ 3,500,000.00 \$ 3,500,000.00 \$ 3,500,000.00 \$ 3,500,000.00 \$ 3,500,000.00 \$ 3,431,600.00 \$ 3,431,600.00 \$ 5,167,300 \$ 5,100,000.00 \$ 1,75% \$ 2,500,000.00 \$ 3,431,600.00 \$ 5,100,000.00 \$ 5,100,000.00 \$ 3,431,600.00 \$ 5,100,000.00 \$ 5,10	15	soledad 2	\$	3,161,620.00	\$	3,500,000.00			\$338,380.00	\$ 99,255.00	2.84%
18   vallecitos   \$ 2,297,378.00   \$ 2,600,000.00   \$ 302,622.00 \$ 26,000.00   1.00%	16	caminto barlovento	\$	798,000.00	\$	880,000.00			\$82,000.00	\$ 22,438.00	2.55%
19 exchange place \$ 2,227,405.00 \$ 2,500,000.00 \$ \$272,595.00 \$ 36,000.00 \$ 1.44%   20 cardeno drive \$ 1,154,644.00 \$ 1,300,000.00 \$ \$1,300,000.00 \$ \$145,356.00 \$ 13,000.00 \$ 1.00%   21 dolphin place \$ 8,795,000.00 \$ 6,665,034.00 \$ (\$2,129,966.00) \$ 16,000.00 \$ 2.42%   22 playa del norte \$ 1,000,000.00 \$ 992,368.00 \$ (\$7,632.00) \$ - 0.00%   23 muirlands drive \$ 3,750,000.00 \$ \$300,000.00 \$ \$300,000.00 \$ \$300,000.00 \$ \$ 0.00%   24 cliffridge avenue \$ 1,509,860.00 \$ 1,650,000.00 \$ \$140,140.00 \$ 41,000.00 \$ 2.48%   25 la canada stree \$ 3,750,000.00 \$ 1,650,000.00 \$ \$1,650,000.00 \$ \$140,140.00 \$ \$40,000.00 \$ 2.48%   26 avenida cresta \$ 6,829,578.00 \$ 7,500,000.00 \$ \$670,422.00 \$ 56,000.00 \$ 1,720,000.00 \$ 1,721,673.00 \$ \$1,721,673.00 \$ \$1,721,673.00 \$ \$1,721,673.00 \$ \$1,721,673.00 \$ \$1,721,805.00 \$ \$4,701,458.00 \$ 36.17%   29 draper avenue \$ 8,838,195.00 \$ 910,000.00 \$ \$214,789.00 \$ 436,000.00 \$ 3.49%   30 calle de la plata \$ 2,385,212.00 \$ 2,600,000.00 \$ \$214,788.00 \$ 486,000.00 \$ 3.49%   31 linda rosa avenue \$ 1,211,584.00 \$ 1,500,000.00 \$ \$288,416.00 \$ 31,000.00 \$ 2.00%   32 claiborne square \$ 1,575,248.00 \$ 1,575,248.00 \$ 1,750,000.00 \$ \$1,750,000.	17	prospect	\$	3,999,999.00	\$	7,800,000.00			\$3,800,001.00	\$ -	0.00%
20 cardeno drive \$ 1,154,644.00 \$ 1,300,000.00 \$ 145,356.00 \$ 13,000.00 1.00% 21 dolphin place \$ 8,795,000.00 \$ 6,665,034.00 \$ (\$2,19,966.00) \$ 161,000.00 2.42% 2.2 play del norte \$ 1,000,000.00 \$ 99,2368.00 \$ (\$2,7632.00) \$ - 0.00% 2.3 muirlands drive \$ 3,197,932.00 \$ 3,500,000.00 \$ \$302,068.00 \$ - 0.00% 2.4 cliffridge avenue \$ 1,509,860.00 \$ 1,650,000.00 \$ \$140,140.00 \$ 41,000.00 2.48% 2.5 la canada stree \$ 3,750,000.00 \$ 3,431,600.00 \$ (\$318,400.00) \$ 60,000.00 1.75% 2.7 kolmar stree \$ 1,720,000.00 \$ 1,721,673.00 \$ 5670,422.00 \$ 56,000.00 1.75% 2.2 kolmar stree \$ 8,782,110.00 \$ 1,721,673.00 \$ \$13,000,000.00 \$ \$13,000,000.00 \$ \$1,721,673.00 \$ \$13,000,000.00 \$ \$13,000,000.00 \$ \$13,000,000.00 \$ \$13,000,000.00 \$ \$13,000,000.00 \$ \$13,000,000.00 \$ \$13,000,000.00 \$ \$13,000,000.00 \$ \$13,000,000.00 \$ \$13,000,000.00 \$ \$13,000,000 \$ \$13,0	18	vallecitos	\$	2,297,378.00	\$	2,600,000.00			\$302,622.00	\$ 26,000.00	1.00%
21 dolphin place \$ 8,795,000.00 \$ 6,665,034.00 \$ (\$2,129,966.00) \$ 161,000.00 2.42%   22 playa del norte \$ 1,000,000.00 \$ 992,368.00 \$ (\$7,632.00) \$ - 0.00%   23 muirlands drive \$ 3,197,932.00 \$ 53,500,000.00 \$ \$302,068.00 \$ - 0.00%   24 cliffridge avenue \$ 1,509,860.00 \$ 1,650,000.00 \$ \$140,140.00 \$ 41,000.00 \$ 2.48%   25 la canada stree \$ 3,750,000.00 \$ (\$318,400.00) \$ 60,000.00 \$ 1.75%   26 avenida cresta \$ 6,829,578.00 \$ 7,500,000.00 \$ (\$318,400.00) \$ 60,000.00 \$ 1.75%   27 kolmar street \$ 1,720,000.00 \$ 7,500,000.00 \$ \$1,673.00 \$ \$ 1,673.00 \$ 1,673.00 \$ \$ 1,673.00 \$ \$ 1,673.00 \$ \$ 1,673.00 \$ \$ 1,673.00 \$ \$ 1,673.00 \$ \$ 1,673.00 \$ \$ 1,673.00 \$ \$ 1,673.00 \$ \$ 1,673.00 \$ 1,673.00 \$ 1,673.00 \$ 1,673.00 \$ 1,673.00 \$ 1,673.00 \$ 1,673.00 \$ 1,673.00 \$ 1,673.00 \$ 1,673.00 \$ 1,673.00 \$ 1,673.00 \$ 1,673.00	19	exchange place	\$	2,227,405.00	\$	2,500,000.00			\$272,595.00	\$ 36,000.00	1.44%
22 playa del norte \$ 1,000,000.00 \$ 992,368.00 \$ (\$7,632.00) \$ - 0.00% \$ 23 muirlands drive \$ 3,197,932.00 \$ 3,500,000.00 \$ \$302,068.00 \$ - 0.00% \$ 3,500,000.00 \$ \$3,500,000.00 \$ \$302,068.00 \$ - 0.00% \$ 3,500,000.00 \$ \$1,600,000 \$ \$1,000.00 \$ \$1,000.00 \$ 41,000.00 \$ 2.48% \$ 25 la canada stree \$ 3,750,000.00 \$ 3,431,600.00 \$ (\$318,400.00) \$ 60,000.00 \$ 1.75% \$ 26 avenida cresta \$ 6,829,578.00 \$ 7,500,000.00 \$ (\$318,400.00) \$ 60,000.00 \$ 1.75% \$ 27 kolmar street \$ 1,720,000.00 \$ 1,721,673.00 \$ 1,72	20	cardeno drive	\$	1,154,644.00	\$	1,300,000.00			\$145,356.00	\$ 13,000.00	1.00%
23 muirlands drive \$ 3,197,932.00 \$ 3,500,000.00 \$ \$302,068.00 \$ - 0.00%	21	dolphin place	\$	8,795,000.00	\$	6,665,034.00			(\$2,129,966.00)	\$ 161,000.00	2.42%
24 cliffridge avenue       \$ 1,509,860.00       \$ 1,650,000.00       \$ 140,140.00       \$ 41,000.00       2.48%         25 la canada stree       \$ 3,750,000.00       \$ 3,431,600.00       \$ 6,829,578.00       \$ 6,829,578.00       \$ 56,000.00       \$ 56,000.00       2.75%         27 kolmar street       \$ 1,720,000.00       \$ 1,721,673.00       \$ 1,673.00       \$ 1,673.00       \$ 1,673.00       \$ 1,000,000.00	22	playa del norte	\$	1,000,000.00	\$	992,368.00			(\$7,632.00)	\$ -	0.00%
25 la canada stree \$ 3,750,000.00 \$ 3,431,600.00 \$ (\$318,400.00) \$ 60,000.00 1.75% 26 avenida cresta \$ 6,829,578.00 \$ 7,500,000.00 \$ \$670,422.00 \$ 56,000.00 0.75% 27 kolmar street \$ 1,720,000.00 \$ 1,721,673.00 \$ \$670,422.00 \$ 56,000.00 0.75% 27 kolmar street \$ 1,720,000.00 \$ 1,721,673.00 \$ \$670,422.00 \$ 56,000.00 0.75% 27 kolmar street \$ 1,720,000.00 \$ 1,721,673.00 \$ \$670,422.00 \$ 56,000.00 \$ 0.75% 27 kolmar street \$ 1,720,000.00 \$ 1,721,673.00 \$ 1,721,473.00 \$ 1,721	23	muirlands drive	\$	3,197,932.00	\$	3,500,000.00			\$302,068.00	\$ -	0.00%
26 avenida cresta \$ 6,829,578.00 \$ 7,500,000.00 \$ \$670,422.00 \$ 56,000.00 0.75%   27 kolmar street \$ 1,720,000.00 \$ \$1,721,673.00 \$ \$1,721,673.00 \$ \$4,701,458.00 \$ 36.17%   28 calumet ave \$ 8,782,110.00 \$ \$13,000,000 \$ \$1,7805.00 \$ \$4,701,458.00 \$ 36.17%   29 draper avenue \$ 838,195.00 \$ 910,000.00 \$ \$71,805.00 \$ 31,000.00 \$ 34.1%   30 calle de la plata \$ 2,385,212.00 \$ 2,600,000.00 \$ \$214,788.00 \$ 486,000.00 \$ 18.69%   31 lindar osa avenue \$ 1,211,584.00 \$ 1,211,584.00 \$ 91,500,000.00 \$ \$284,416.00 \$ 31,000.00 \$ 288,416.00 \$ 30,000.00 \$ 991,536.00 \$ \$1,750,000.00 \$ \$174,752.00 \$ 1,575,248.00 \$ 31,000,000 \$ \$1,750,000.00 \$ \$1,750,	24	cliffridge avenue	\$	1,509,860.00	\$	1,650,000.00			\$140,140.00	\$ 41,000.00	2.48%
27 kolmar street       \$ 1,720,000.00       \$ 1,721,673.00       \$ 1,673.00       \$ - 0.00%         28 calumet ave       \$ 8,782,110.00       \$ 13,000,000.00       \$ 4,217,890.00       \$ 4,701,458.00       36.17%         29 draper avenue       \$ 838,195.00       \$ 910,000.00       \$ 571,895.00       \$ 31,000.00       34.1%         30 calle de la plata       \$ 2,385,212.00       \$ 2,600,000.00       \$ 224,788.00       \$ 486,000.00       18.69%         31 linda rosa avenue       \$ 1,250,000.00       \$ 1,500,000.00       \$ 288,416.00       \$ - 0.00%         32 claiborne square       \$ 1,250,000.00       \$ 91,536.00       \$ 991,536.00       \$ 174,752.00         33 calle de andluca       \$ 1,575,248.00       \$ 1,750,000.00       \$ 3174,752.00       \$ 33,000,000.00         34 hidden valley       \$ 2,695,871.00       \$ 3,000,000.00       \$ 3174,250.00       \$ 933,000.00         35 bonair street       \$ 1,027,974.00       \$ 1,000,000.00       \$ 1,200,000.00       \$ 1,200,000.00	25	la canada stree	\$	3,750,000.00	\$	3,431,600.00			(\$318,400.00)	\$ 60,000.00	1.75%
28 calumet ave       \$ 8,782,110.00       \$ 13,000,000.00       \$ 4,217,890.00       \$ 4,701,458.00       36.17%         29 draper avenue       \$ 838,195.00       \$ 910,000.00       \$ 571,805.00       \$ 31,000.00       3.41%         30 calle de la plata       \$ 2,385,212.00       \$ 2,600,000.00       \$ 214,788.00       \$ 48,000.00       3.41%         31 linda rosa avenue       \$ 1,211,584.00       \$ 1,500,000.00       \$ 288,416.00       \$ 31,000.00       2.07%         32 claiborne square       \$ 1,250,000.00       \$ 991,536.00       \$ (\$258,464.00)       \$ - 0.00%         33 calle de andluca       \$ 1,575,248.00       \$ 1,750,000.00       \$ 374,752.00       \$ 300,000.00         34 hidden valley       \$ 2,695,871.00       \$ 3,000,000.00       \$ 31,000.00       \$ 31,000.00         35 bonair street       \$ 1,027,974.00       \$ 1,200,000.00       \$ 3172,026.00       \$ - 0.00%	26	avenida cresta	\$	6,829,578.00	\$	7,500,000.00			\$670,422.00	\$ 56,000.00	0.75%
29 draper avenue     \$ 838,195.00     \$ 910,000.00     \$ \$71,805.00     \$ 31,000.00     3.41%       30 calle de la plata     \$ 2,385,212.00     \$ 2,600,000.00     \$ 2214,788.00     \$ 486,000.00     18.69%       31 linda rosa avenue     \$ 1,211,584.00     \$ 1,500,000.00     \$ 288,416.00     \$ 31,000.00     2.07%       32 claiborne square     \$ 1,250,000.00     \$ 991,536.00     (\$258,464.00)     \$ -     0.00%       33 calle de andluca     \$ 1,575,248.00     \$ 1,750,000.00     \$ 174,752.00     \$ 300,000.00     \$ 31,000.00     31,00	27	kolmar street	\$	1,720,000.00	\$	1,721,673.00			\$1,673.00	\$ -	0.00%
29 draper avenue     \$ 838,195.00     \$ 910,000.00     \$ \$71,805.00     \$ 31,000.00     3.41%       30 calle de la plata     \$ 2,385,212.00     \$ 2,600,000.00     \$ 2214,788.00     \$ 486,000.00     18.69%       31 linda rosa avenue     \$ 1,211,584.00     \$ 1,500,000.00     \$ 288,416.00     \$ 31,000.00     2.07%       32 claiborne square     \$ 1,250,000.00     \$ 991,536.00     (\$258,464.00)     \$ -     0.00%       33 calle de andluca     \$ 1,575,248.00     \$ 1,750,000.00     \$ 174,752.00     \$ 300,000.00     \$ 31,000.00     31,00	28	calumet ave	\$	8,782,110.00	S	13,000,000.00			\$4,217,890.00	\$ 4,701,458.00	36.17%
31 linda rosa avenue       \$ 1,211,584.00       \$ 1,500,000.00       \$ 288,416.00       \$ 31,000.00       2.07%         32 claiborne square       \$ 1,250,000.00       \$ 991,536.00       (\$258,464.00)       \$ - 0.00%         33 calle de andluca       \$ 1,575,248.00       \$ 1,750,000.00       \$ 174,752.00       \$ 304,129.00       933,000.00       31.00%         35 bonair street       \$ 1,027,974.00       \$ 1,200,000.00       \$ 172,026.00       \$ - 0.00%											3.41%
32 claiborne square     \$ 1,250,000.00     \$ 991,536.00     (\$258,464.00)     \$ - 0.00%       33 calle de andluca     \$ 1,575,248.00     \$ 1,750,000.00     \$ 174,752.00     0.00%       34 hidden valley     \$ 2,695,871.00     \$ 3,000,000.00     \$ 314,752.00     \$ 933,000.00     31.0%       35 bonair street     \$ 1,027,974.00     \$ 1,200,000.00     \$ 172,026.00     \$ - 0.00%	30	calle de la plata	\$	2,385,212.00	\$	2,600,000.00			\$214,788.00	\$ 486,000.00	18.69%
32 claiborne square     \$ 1,250,000.00     \$ 991,536.00     (\$258,464.00)     \$ -     0.00%       33 calle de andluca     \$ 1,575,248.00     \$ 1,750,000.00     \$ 174,752.00     0.00%       34 hidden valley     \$ 2,695,871.00     \$ 3,000,000.00     \$ 314,752.00     \$ 933,000.00       35 bonair street     \$ 1,027,974.00     \$ 1,200,000.00     \$ 172,026.00     \$ -     0.00%	31	linda rosa avenue	\$	1,211,584.00	\$	1,500,000.00			\$288,416.00	\$ 31,000.00	2.07%
34 hidden valley     \$ 2,695,871.00     \$ 3,000,000.00     \$304,129.00     \$ 933,000.00       35 bonair street     \$ 1,027,974.00     \$ 1,200,000.00     \$172,026.00     \$ -			\$	1,250,000.00	\$	991,536.00			(\$258,464.00)	\$ -	0.00%
35 bonair street \$ 1,027,974.00 \$ 1,200,000.00 \$ 172,026.00 \$ - 0.00%	33	calle de andluca	\$	1,575,248.00	\$	1,750,000.00			\$174,752.00		0.00%
35 bonair street \$ 1,027,974.00 \$ 1,200,000.00 \$ 172,026.00 \$ - 0.00%	34	hidden valley	\$	2,695,871.00	\$	3,000,000.00			\$304,129.00	\$ 933,000.00	31.10%
	35	bonair street	\$	1,027,974.00					\$172,026.00	\$ -	0.00%
	36	linda rosa avenue2	\$	6,500,000.00					(\$673,065.00)	\$ -	0.00%

# "Disruptive Innovation using TITLE"

<u>Blockchain Technology</u> (2016) & MERS (1999): Register & Record Land Titles, RP Transactions, Secondary Mortgage Market Transparencies; [Why? Better Record Keeping, **Cost Savings** and Information Sharing ~ CoinDesk 2017]

- Swedish Land Registry
- Honduras (Central America)
- Georgia (formerly part of the USSR)
- Bank of China (Hong Kong 2<sup>nd</sup> Largest Bank)
- HSBC (Hong Kong and Shanghai Banking Corporation London)
- ABN Amro (Dutch-Netherlands 3<sup>rd</sup> Largest Bank)
- Landshypotek and SBAB (Sweden)
  - (2) banks that specialize in mortgages
- Deloitte's Netherlands branch is working with the City of Rotterdam
- Vanderbilt University Blockchain: Digitally Rebuilding the RE Industry (Spielman 2016)
- Wake Forest Law P2P Blockchain Mortgage Recording System (Gaffney 2017)

### The Basic 8

#### **BUILDING A BRIDGE TO RESOLVE**

- 1. Determine who you are, where you are and where you want to be.
- Understand that everyone you work with will have an agenda, you must learn what it is and work with
  it. Agenda's are never "good or bad", they are only a MEASURE of limitations. You do not have to like the
  people you work with.
- 3. Never rely on a person's "TITLE" to measure their abilities or their business model.
  - TITLE is an generic reputation as to who other people think they are.
  - CHARACTER is who they really are.
- 4. Always understand the "business model" of all sides of your challenge.
  - The people you "pay" are not always working in your best interests.
  - The "business model" should be vetted at the beginning.
- 5. Always understand the disciplines of the participants on all sides of the challenge.
- 6. Always understand cause, effect and collateral damage positions (multi-dimensional thinking).
- 7. Do not allow PRESUMPTION from any participant in YOUR efforts to "resolve" a challenge or YOU will drown.
  - PRETEND YOU DON'T SWIM and focus on building the BRIDGE.
  - Connect the dots to understanding, THEN allege and prove.
- 8. Design and Execute a Plan of Action.

#### THE BUSINESS OF DEBT: THE OVERVIEW

- 1. THE 8 RULES OF DEBT ENGAGEMENT
- 2. THE MONEY PRESUMPTION
- 3. THE GAME: WHY, WHO, WHAT, WHERE & WHEN
  - THE GAME:
    - DEBT & ITS FOUNDATION
    - TITLE IS MONEY
    - TOOLS FOR THE RESOLVE
- 4. KNOWING WHAT'S MISSING, GETTING BACK & KEEPING
  - STEP 1
  - STEP 2
  - STEP 3
- 5. RESOLVE, NOT ARGUMENT THE BASIC EIGHT TO GETTING STARTED

"The borrower owes money NOT to the world at large but to a <u>particular person or institution</u>, and only the person or institution <u>entitled to payment may enforce the debt</u> by foreclosing on the security." *Yvanova, the Supreme Court of California (2016)* 

# ADMGROUP

Money and Debt Coaching

# THE BUSINESS OF DEBT

www.adebtmanager.com

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Ellen Brown, Esq. – Banking and RICO

Christopher Peterson – Professor Utah Law

Eric Mains, Esq. – Former FDIC Bank Regulator