

TITLE MANAGEMENT REPORT: The Ghost Claimant Scenario© ~ A Crime Chronicle

by The ADM Group

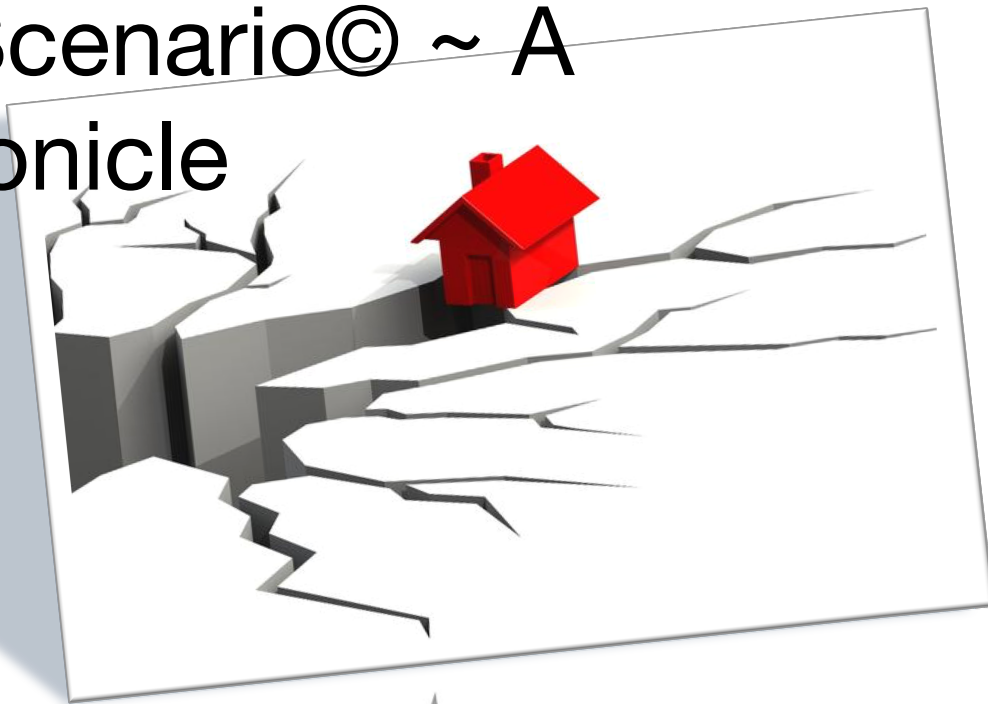


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LIFE OF LOAN DOCUMENT ANALYSIS¹

Client: ADME Foundation Trust – Camille Carter, Trustor
Address: 1713 Queens Court, Los Angeles, California 90069
APN: 5558-021-017
Power of Sale Statutes: California, USA

THE FOUNDATION:

The *Silverberg* Court observed, at 283, “the law must not yield to expediency and the convenience of lending institutions. Proper procedures must be followed to ensure the reliability of the chain of ownership, to secure the dependable transfer of property, and to assure the enforcement of the rules that govern real property [Emphasis added].”

✚ Before allowing any “enforcement process” (mediation, foreclosure, arbitration, etc.) or anything else, make them **PROVE** their **AUTHORITY** (that they are *the Real Party in Interest*).

- “If you are the “servicer”, “lender”, “creditor”, “trustee” and then you must have some expressly stated **AUTHORITY**. This report raises serious QUESTIONS OF FACT as to whether you have any APPARENT OR ACTUAL AUTHORITY, other than through your own “self-serving” statements and documents”.
- “We would demand to see the “definitive documents” (see *page 6 et al*) that gives you authority and we want the time to validate your compliance with same. Additionally, we want to question the signatory on all documents that you are proffering as “*best evidence*”.”

THE PURPOSE OF THIS EXERCISE IS TO FIND AND RAISE “GENUINE ISSUES OF MATERIAL FACT” THAT CREATE AN OPPORTUNITY TO DETERMINE THE TRUTHS OR FALSEHOODS BEING MADE BY THE REPRESENTATIONS OF THE ALLEGED “LENDER/CREDITOR” & THEIR ALLEGED “LEGAL TEAM”.

“**Right to Enforce CLAIMANTS**” (RTEC’s) continue to argue points not in issue in a blatant attempt to appeal to the Court’s personal views or inclinations. The MORTGAGOR does not seek a free house and never did. The MORTGAGORS’ goal is very simple.

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- ❖ If the Right to Enforce CLAIMANTS are not the owner or representative of the owner of the debt, note and security instrument, lack any authority to pursue collection or enforcement, then they should not be permitted to pursue a strategy in which the **CLAIMANTS** get a “free house.” Yale Law Review (2016)

TITLE – The union of all elements (as ownership, possession and custody) constituting the “legal right to control and dispose of property; the “legal link” between a person who owns property and the property itself. Title is generally used to describe either the manner in which a “right” to real property is acquired, or the “right” itself.

- ❖ **GOOD TITLE:** a title that is legally valid or effective.
- ❖ **MARKETABLE TITLE:** One which does NOT contain any manner of "DEFECT" or "OUTSTANDING INTEREST" or "CLAIM" which may conceivably operate to *defeat or impair the interest* which is "bargained for" and is "intended to be CONVEYED".
- ❖ **CLEAR TITLE:** A title free from any encumbrances, burdens, or other limitations.

“Title is everything, there is no collateral without possession and that is title”. *Susan Wachter, Wharton School of Business (2010)*

THIS IS PURELY EDUCATIONAL (*LEGAL INFORMATION & AWARENESS*) AND NOTHING IN THIS REPORT SHOULD BE CONSTRUED AS GIVING LEGAL ADVICE OR PRACTICING LAW.

THIS IS INFORMATION PRESENTED TO YOU FOR YOUR CONSIDERATION. DO YOUR OWN RESEARCH AND DISCOVER YOUR OWN TRUTH.

THE CHRONICLE OF THE TRANSACTION

✚ **ESCROW: The Document Execution Point** ²

- Negative Amortizing Adjustable Rate Mortgage (Predatory Per Se)
- Deed of Trust (2007)
 - **Originator:** Oakhill Financial, Inc. (Table Funding)
 - **Debtor/Mortgagee:** First National Bank of Arizona
 - Not Listed as MERS Member
 - Table Funding – Neg. Am. Loan
 - **Trustee:** Lawyers Title
 - **Consumer/Mortgagor** (Retired Senior Citizens):
 - Camille F. Carter; and
 - Ulysses A. Carter (deceased 2014)
 - **Nominee/Agent:** MERS, Inc.
 - Mortgage Electronic Registration Systems, Inc. (“MERS”), a subsidiary of **MERSCORP, Inc.**, operates an electronic mortgage registration system (“the MERS System”).
 - MERS is distinct from the MERS System. (9th Circuit Court)
- Promissory Note (2007)
 - **Originator:** Oakhill Financial, Inc. (Table Funding)
 - **Debtor/Mortgagee:** First National Bank of Arizona
 - Table Funded – Neg. Am. Loan
 - **Amount:** \$1,120,000.00
 - Loan #5300054992
 - **NO EVIDENCE OF ANY NEGOTIATIONS.**
 - **Consumer/Mortgagor: Seniors Citizens - Retired**
 - Camille F. Carter and
 - Ulysses A. Carter (deceased 2014)
- **ALLONGE to Promissory Note** (*date unknown*)
 - Presented by Aztec Foreclosure Corporation (“Aztec”) July 10, 2015, page 9 of 47, in response to Proof of Claim Demand by Mortgagor following Aztec’s filing of the NOD.
 - ALLONGE changes the terms to the Original Promissory Note
 - Principal amount is reduced to \$112,000.
 - ❖ Payor’s never notified of the change in amount due.

² Document execution is not the same as “Consummation”.

- **Debtor/Mortgagee:** First National Bank of Arizona
- **Payor:** Ulysses A. Carter (deceased)
- **Amount:** \$112,000.00
 - ❖ Loan #5300054992
- **3 SPECIAL ENDORSEMENTS** (negotiations) and 1 blank endorsement (negotiation)...no dates.
- **NEGOTIATIONS: Mortgage follows the Note theory.**
 - *from* First National Bank of Arizona *to* First National Bank of Nevada;
 - *from* First National Bank of Nevada *to* Residential Funding Company, LLC;
 - *from* Residential Funding Company, LLC *to* Deutsche Bank Trust Company Americas, as Trustee (Trustee of what?);
 - *from* Deutsche Bank Trust Company Americas, as Trustee (Trustee of what?) *by* Nationstar Mortgage, LLC as successor servicer to Aurora, as successor servicer to Residential Funding Company, LLC as Attorney in Fact *to* “BLANK”³.

✚ **SECURITIZATION:** A "SECURITIZATION" is a financial transaction in which assets, especially debt instruments, are pooled and securities (bonds) representing interests in the pool are issued. ALL ASSETS can be "securitized" as long as they are associated with cash flows.

- The named current Beneficiary/Creditor is identified by the Right to Enforce Claimants as:

- **Deutsche Bank National Trust Company Americas, as Trustee for Mortgage Asset Backed Pass-Through Certificates Series 2007-QH7: (THE GHOST)**

- **This is** believed to be an obfuscation for the **RALI SERIES 2007 – QH7 TRUST** (PSA & AAA)⁴]
- The alleged REMIC Trust Trustee (*supra*) of the alleged REMIC Trust Certificate (*supra*) was Introduced to the Mortgagor as a Right to Enforce **PARTY** by Nationstar Mortgage, LLC in 2015. This was the first awareness Mortgagor had of this alleged Creditor/Beneficiary. [See SEC Filing Document records – EDGAR, SECinfo.](#)

³ NOTE: this is the only endorsement to “leak” to the back side of the “allonge” being picked up by the scanner (page 10 of 47) evidencing a “new” or “recent” event.

⁴ The name of the Trust was the result of “reverse engineering” since the referenced definitive documents, used by the Right to Enforce Claimants (aka RTEC), identify a Trust that doesn’t exist and appears to be a “certificate issue” (Trust Product) type.

- The **BELIEVED ACTUAL PRINCIPALS** of the “certificate issue”, per reverse engineering by the Mortgagor, are:
 - **Trustee: Deutsche Bank Trust Company America's**
 - **Custodian:** Wells Fargo Bank, N.A.
 - **Master Servicer and Attorney in Fact:**
 - 06/30/2007: Residential Funding Company, LLC
 - replaced by Aurora 2008.
 - 03/05/2008: Aurora Loan Services (8K filing) REPLACES “RFC”
 - **06/05/2013 out of business and closed by the FDIC.**
 - **Beneficiaries:** Certificate Holders of the REMIC Trust
 - **REMIC Trust (Issuing Entity): RALI Series 2007-QH Trust**
 - **Title of the Series (the Trust Product):**
 - Mortgage Asset Backed Pass-Through Certificates Series 2007-QH7.
- **03/31/2008:** There is **NO RECORD OF OPERATIONS** within the REMIC Trust after the filing of the 10-K FORM. The original filing of the 15D SEC Form was 1/22/2008.

RIGHT TO ENFORCE CLAIMANTS:

- **Deutsche Bank National Trust Company America's, as Trustee for Mortgage Asset-Backed Pass-Through Certificates, Series 2007-QH7. (The Ghost!)**
 - Façade Foundations: GHOST OPERATIONS
 - **MERS webpage (MERS System) as investor (“ServicerID” and “Investor ID”)**
 - Servicer = Nationstar Mortgage, LLC
 - Investor = Deutsche Bank National Trust Company Americas, as Trustee.
 - MIN Status = Active
 - ❖ MIN #1001355-**53000054992**-7 (11 middle numbers of the MIN historically indicate the loan #).
 - Corporate Assignment of Deed of Trust as Assignee
 - Notice of Default as named Current Beneficiary
 - Substitution of Trustee as named Current Beneficiary
 - Notice of Trustee Sale as named Current Beneficiary
 - General Communications from Aztec proffered as named Beneficiary
 - General Communications from Nationstar proffered as Beneficiary/Creditor
 - General Communications as point of contact by and through Nationstar
 - All the aforementioned documents are submitted into Court as evidence of the right to enforce standing and the corresponding damages therefrom.
 - All the aforementioned documents, with the exception of the MERS report are recorded in the Los Angeles County recorder's office.

▪ **CONFLICTS WITH FOUNDATION**

- **There is NO lawful or bona fide RECORD** of an entity known as “Deutsche Bank National Trust Company Americas” as Trustee or otherwise.
- **There is NO lawful or bona fide REMIC Trust** by the name of “Mortgage Asset-Backed Pass-Through Certificates, Series 2007-QH7”.
 - ❖ **Mortgage Asset-Backed Pass-Through Certificates, Series 2007-QH7** appears to be a “certificate issue”, which is **the product** of a REMIC Trust.
- **CALIFORNIA SECRETARY OF STATE** web page reporting (9/20/2016)
 - All bona fide corporation’s public and private must be registered with the Secretary of State.
 - there is **NO RECORD** of an entity known as “Deutsche Bank National Trust Company Americas”, as Trustee or otherwise.
- **FDIC, National Information Center (NIC) and the FEDERAL RESERVE** web page reported hierarchy of Deutsche Bank Aktiengesellschaft (2016-See Infographic below) which is the bank holding company (aka the parent company).
 - **534 records; 393 unique institutions**
 - ❖ there is **NO RECORD** of an entity known as “Deutsche Bank National Trust Company Americas”, as Trustee or otherwise.
 - #1 – Deutsche Bank Akt. (holding company - parent);
 - #266 – DB USA Corporation answers to #1;
 - #267 – Deutsche Bank Trust Corporation answer to #266;
 - #268 – Deutsche Bank Trust Company Americas answers to #267 (SEC named REMIC Trust, Trustee)
 - #304 – DEUTSCHE BANK HOLDINGS, INC. answer to #267.
 - #305 – Deutsche Bank National Trust Company answer to #304.
 - #389 – Deutsche Bank Americas Holding Corp. answers to #266. (Registered in California #C3692475). Deutsche Bank Trust Company, National Association (Non-Bank).
- **SEC** (see above at Securitization).
 - there is **NO RECORD** of an entity known as “Deutsche Bank National Trust Company Americas”, as Trustee or otherwise.
- **IRS** (see below at “the Carrot Juice”).
 - there is **NO RECORD** of an entity known as “Deutsche Bank National Trust Company Americas”, as Trustee or otherwise.
- **Nationstar Mortgage, LLC, as SUBSTITUTE MASTER Servicer, Attorney in Fact for the GHOST Trustee for a “certificate issue” Trustee and Attorney in Fact for Deutsche Bank Trust Company Americas, as Trustee of an unnamed Trust.**
 - **Façade Foundations**
 - Communications on the alleged Default to the Transaction.
 - Communications on the right to enforce claimants.
 - Communications on “elder abuse”.
 - Communications on forced placed insurance.
 - Communications on forced paid property tax.
 - Communications on modification of the alleged Debt Obligation.
 - Allonge “specific endorsement” as Attorney in Fact for Deutsche Bank Trust

Company America's as Trustee, of an unnamed Trust.

- Allonge "blank endorsement" as Attorney in Fact for Deutsche Bank Trust Company America's as Trustee, of an unnamed Trust.
- Corporate Assignment of Deed of Trust, as Assistant Secretary via Employee ROBO Signature.
- Notice of Default as point of contact for the present unknown beneficiary.
- Substitution of Trustee as the Attorney in Fact for a "certificate issue" of an unknown REMIC Trust and unknown REMIC Trust Trustee
- Communications as to pay-off amount of the Promissory Note for an alleged debt obligation to an unknown beneficiary/creditor.

▪ CONFLICTS WITH FOUNDATION

- No evidence presented of an existing obligation which arises by operation of law from confirmation of consideration.
- No evidence of an existing default.
- No evidence of any transaction consummation that would give rise to a debt obligation.
- No response or actions to TILA Notice of Rescission filing and mailing over 1 year ago.
- No response or actions to the TILA statutory duties or off-sets, created by the duties, pursuant to the filing and mailing of the Notice of Rescission.
- No evidence of Nationstar ever having a lawful relationship with their named "certificate issue" Trustee.
 - A "certificate issue" is the product of the REMIC Trust, NOT THE TRUST.
- No evidence of the transaction in question ever being conveyed to the named "certificate issue" Trustee.
 - A "certificate issue" is the product of the REMIC Trust, NOT THE TRUST.
- No evidence that Nationstar was ever made the Master Servicer of the named "certificate issue" pursuant to any mandatory SEC and IRS filing notices.
 - A "certificate issue" is the product of the REMIC Trust, NOT THE TRUST.
- No evidence that the allonge endorsements transfer any beneficial interest in the alleged original promissory note or original promissory note allonge to any lawfully named and bona fide entity.
- Nationstar continued to collect money from the Mortgagor under a false representation of authority years after loan was paid off.

- ✚ There is no Statute of limitations on Fraud on the Court or Conveyance of Real Property Instruments borne by and through Fraud.