

IN THE CIRCUIT COURT OF THE
ELEVENTH JUDICIAL CIRCUIT IN AND
FOR MIAMI-DADE COUNTY, FLORIDA

HSBC BANK USA, NA, AS TRUSTEE ON
BEHALF OF THE JP MORGAN ALTERNATIVE
LOAN TRUST 2006-A7, MORTGAGE PASS
THROUGH CERTIFICATES, SERIES 2006-A7,

Plaintiff,

GENERAL JURISDICTION DIVISION
CASE NO. 08-80371 (CA 31)

v.

IVOR HANO ROSE a/k/a IVOR H. ROSE; RITA
STARR a/k/a RITA STARR ROSE; et al.,

Defendants.

**DEFENDANTS' AMENDED MOTION: (1) TO DISMISS AND STRIKE PLAINTIFF'S
THIRD AMENDED VERIFIED COMPLAINT FOR FRAUD ON THE COURT, FOR
LACK OF STANDING, AND FOR IMPROPER VERIFICATION; AND (2) TO STRIKE
PLAINTIFF'S LIS PENDENS FROM THE PUBLIC RECORDS**

Defendants RITA STARR AND IVOR ROSE ("Defendants") file their Motion to Dismiss and Strike Plaintiff's Third Amended Verified Complaint for Fraud on the Court, Lack of Standing, and Improper Verification and their Motion to Strike Plaintiff's *Lis Pendens* from the Public Records of Miami-Dade County. As grounds the Defendants state as follows:

1. Discovery in this case has revealed a course of conduct by the Plaintiff, including the submission of fraudulent documents to the Court, which warrant an Order striking the Plaintiff's Complaint pursuant to Florida Rule of Civil Procedure 1.150 or dismissing the Plaintiff's Complaint pursuant to Florida Rule of Civil Procedure 1.540(b)(3).

2. These fraudulent documents include two different documents that each purport to be the mortgage at issue in this case, or a true and correct copy thereof. The signatures on these two documents look nothing alike. With respect to one of the mortgages produced in discovery by the

servicer - marked a “true and correct copy of the original” - the Defendants’ expert has opined that the signatures of Rita Starr and Ivor Rose were cut from another document and pasted onto the mortgage. The assignment of the mortgage in this case was also backdated.

3. Moreover, the expert opinion provided in this case shows that the indorsements on the Notes in this case are non-originals, which are commonly referred to as “Xerox forgeries.” These forgeries have no legal effect and render the Notes unenforceable by this Plaintiff. Thus, the Plaintiff lacks standing to even prosecute this action and the Complaint should therefore be dismissed pursuant to Rule 1.140 of the Florida Rules of Civil Procedure.

4. The Plaintiff’s *Lis Pendens* in this case is also improper under Florida Statute § 48.23 because the face of the initial pleading in this case fails to show that the action is founded on a duly recorded instrument belonging to the Plaintiff.

5. And finally, the Defendants Move to Dismiss the case for improper verification because the verification of the Complaint is only based on an attestation “to the best of my knowledge and belief,” which is improper under Florida Statutes § 92.525(2). *But see Trucap Grantor Trust 2010-1 v. Pelt*, 2012 WL 832784, Case No. 2D11-2492 (Fla. 2nd DCA Mar. 14, 2012)¹.


6. An Omnibus Memorandum of Law in support of this Motion has been filed separately. The Memorandum of Law contains the verification required by Florida Rule of Civil Procedure 1.150(b).

WHEREFORE, Defendants respectfully request that Plaintiff’s Complaint be 1) struck as a Sham Pleading; 2) Dismissed for Fraud on the Court; or 3) Dismissed for Lack of Standing; and 4) that the Plaintiff’s *Lis Pendens* be stricken from the Public Records of Miami-Dade County; and/or 5) that the Third Amended Complaint be dismissed for improper verification.

¹ *Trucap* has been appealed from the Second District Court of Appeals and is currently pending before the Florida Supreme Court in Case Number: SC12-745 (April 13, 2012).

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing has been furnished according to the attached Service List this 19 day of June 2012.

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**DEFENDANTS' OMNIBUS MEMORANDUM OF LAW IN SUPPORT OF THEIR
AMENDED MOTIONS: (1) TO DISMISS AND STRIKE PLAINTIFFS' AMENDED
VERIFIED COMPLAINTS FOR FRAUD ON THE COURT, FOR LACK OF
STANDING, AND FOR IMPROPER VERIFICATION; AND (2) TO STRIKE
PLAINTIFF'S LIS PENDENS FROM THE PUBLIC RECORDS**

Defendants RITA STARR and IVOR ROSE ("Defendants") file this Memorandum of Law in Support of their Motions to Dismiss and Strike Plaintiffs' Amended Verified Complaints for Fraud on the Court, Lack of Standing, and Improper Verification and their Motions to Strike Plaintiffs' *Lis Pendens* from the Public Records of Miami-Dade County.

As discussed in detail below, in repeated attempts at fashioning a valid cause of action to foreclose on the Defendants' properties, the Plaintiffs have been unable to do so in any one of these five institutional lending cases. The allegations in the Complaints filed in the various actions continue to be inconsistent and contradictory. These allegations, when taken in conjunction with the bogus documents the Plaintiffs have advanced in support of their cases, support a finding that the Plaintiffs' claims should be dismissed or stricken for the perpetration of a fraud on the Court. Among the fraudulent documents that the Plaintiffs have advanced to support their various

Complaints in these cases are: Notes with cut and pasted signatures, multiple documents purporting to be the original and enforceable Notes, backdated mortgage assignments, and indorsements shown to be so-called “Xerox Forgeries.” These fraudulent documents and allegations were submitted to the Court in a belated attempt to retroactively establish standing. Without these documents the Plaintiffs lack standing to even prosecute their claims and the claims should be dismissed on this ground as well. Finally, the Complaints in these actions have uniformly been improperly verified based “on information and belief.” In one instance the Complaint even appears to be verified by the wrong entity entirely. Any one of these grounds justifies dismissal of the Plaintiffs’ Complaints.

I. INTRODUCTORY SUMMARY OF THIS AND THE RELATED CASES.

1. These cases represent five of ten remaining foreclosure actions filed against the Defendants in the 11th Judicial Circuit in and for Miami-Dade County Florida.¹ All of the mortgages involved in these foreclosure actions were placed on the Defendants’ properties without their knowledge or consent and were the product of a fraudulent scheme, which was masterminded by Michael Stern (“Stern”). The Defendants received no proceeds or benefits whatsoever from any of the ten alleged loan closings, and the record is devoid of any proper authorization for the remittance of funds to anyone other than the Defendants.

2. Each of the ten remaining foreclosures involve mortgages placed on the Defendants’ properties by Michael Stern, Attorney Arlene Raijman (“Attorney Raijman”) as lawyer, title and closing agent, and Attorney Raijman’s family members or companies that they own, operate, or control (the “Raijman Lenders”). The five loans at issue here are being foreclosed by institutional lenders. The remaining five are being foreclosed by the Raijman Lenders.

3. Of the five loans placed with institutional lenders, four were placed with

¹ Three cases have already been settled.

Countrywide Home Loans, Inc. and the fifth with American Home Mortgage. In those five closings, mortgage loan proceeds of \$2,393,590.00 were disbursed to Stern, and mortgage loan proceeds of \$2,350,000.00 were disbursed to the Raijman Lenders to pay off loans they had previously disbursed to Stern. The Defendant mortgagors received nothing. Three of the loans were placed on the same day, and the other two loans were placed within several months.

4. There is no connection between the Defendants and these loans.² Four of the five institutional loans and two of the five Raijman Lender loans are known to have forged loan instruments.³ Other forged signatures and initials are pervasive throughout the mortgage loan closing documents, and cut-and-pasted signatures appear on various documents produced by Attorney Raijman pursuant to production requests in these cases.

5. The existence of the fraudulent mortgages was concealed from the Defendants. Indeed, the Defendants learned of the unauthorized and phony institutional mortgages only when they were served with foreclosure complaints in early 2009.

² The Defendants:

- a. Never knowingly made, signed, applied for, or completed any Lender loan application;
- b. Never permitted Stern to apply for loans on their properties;
- c. Were never contacted concerning appraisals or inspections of their property;
- d. Never received billings for mortgage payments (apparently billings were intercepted by Stern);
- e. Never made mortgage payments on any loan;
- f. Never received copies of any loan closing documents;
- g. Never received any proceeds from any mortgage loan, either directly or indirectly;
- h. Have no knowledge of the subject loan closing;
- i. Never received 1098 year-end interest tax statements (apparently 1098's were intercepted by Stern), and took no interest deduction on their Federal Income Tax return; and
- j. Never had income that would have permitted them to service loans with payments totaling more than \$100,000 per month as evidenced by the combined billing statements from the Raijman Lenders and the institutional lenders.

³ The three settled cases also involved fraudulent and forged loan documents, including the principal loan documents in two of the three cases.

6. Stern's fraudulent scheme, which was perpetrated with the assistance of Attorney Raijman and the Raijman Lenders, is not the end of the fraudulent conduct in this case, however. The documents submitted by the Plaintiffs in support of their foreclosure actions are likewise fraudulent and cannot support the foreclosure claims the Plaintiffs seek to advance.

II. THE CONFLICTING ALLEGATIONS IN THESE CASES.

7. The Complaints advanced in these five cases contain inconsistent and contradicting allegations. Indeed, the Plaintiffs have made between four and six attempts to plead a cogent set of true, verifiable, and consistent facts in support of their five separate foreclosure Complaints, all without success. The initial Complaints plead "lost Note" counts, then later Complaints abandon the "lost Note" counts and unendorsed notes are attached to the Complaints. Ultimately, endorsed notes "magically appear," after almost 1 to 1-1/2 years from the date the initial Complaints were filed. In another instance, a "lost Note" is pled, then an unindorsed note is attached, followed by an indorsed note followed by yet another unindorsed Note. These conflicting allegations, when examined closely, demonstrate that the Plaintiffs are unable to plead facts in support of their foreclosure claims and dismissal with prejudice is appropriate.⁴

8. The following charts summarizing the allegations of the complaints demonstrate the pattern of inconsistencies present in the five remaining institutional foreclosure cases:

CASE NO: 08-08371

Date		Problem with Note	Purported Standing	Mtg and Assignment Problem
12/26/08		No Note attached -Lost Note Count	¶ 5 Own & Hold the Note	¶4 Assignment to be Recorded
03/09/10	2	Unindorsed Note (Attached)	¶19 Own & Hold the Note	¶18.Assignment to be Recorded
04/16/10	1	Indorsed Note (Attached)	¶ 5 Plaintiff acquired theLoan??	No mention of Assignment
07/09/10	2	Unindorsed Note (Attached)	¶21 Own & Hold the Note	¶20 Back dated Assignment(Attached)
04/19/11	2	Indorsed Note (Attached)	¶19 Own & Hold the Note	¶18 Assignment to be Recorded

⁴ Either four or five different law firms have attempted to prosecute these various law suits and fashion sufficient Complaints. Still, however, each of the Plaintiffs' Complaints in these five cases demonstrate a continuing series of contradictory and inconsistent allegations.

03/29/12	2	Indorsed Note (Attached)	¶26 Own & Hold the Note	No mention of Assignment
	1	2nd Foreclosure Complaint filed in CACE 10-22763		
	2	Signature pages for these Notes are attached as Exhibit A.		

CASE NO: 08-72254

Date		Problem with Note	Purported Standing	Mtg and Assign Problem
11/21/08	2	Indorsed Note (attached) -Lost Note Count	¶ 5 Own & Hold the Note	¶4 Assignment to be Recorded
07/09/10	1,2	Indorsed Note (Attached)	¶20 Own & Hold the Note	¶19 Back dated Assignment (Attached)
03/15/11	2	Different Note & Indorsement (Attached)	¶ 5 Own & Hold the Note	No mention of Assignment
07/25/11	2	Different Note & Indorsement (Attached)	¶21 Own & Hold the Note	¶20 Back dated Assignment (Attached)
	1	Assignment recorded 1/28/10 but states retroactive date of 10/31/08		
	2	Signature pages for these Notes are attached as Exhibit B.		

CASE NO: 09-47944

Date		Problem with Note	Purported Standing	Mtg and Assignment Problem
06/23/09	1	Unendorsed Note -Lost Note Count	¶ 7 Own & Hold the Note	¶19 MERS Mortgage Inferior
07/09/10	1	Indorsed Note (Attached)	¶21 Own & Hold the Note	¶20 Assignment to be Recorded
04/13/11	1	Indorsed Note (Attached)	¶21 Own & Hold the Note	¶20 Assignment to be Recorded
03/29/12	1	Indorsed Note (Attached)	¶25 Own & Hold the Note	¶ 31 MERS Mortgage Inferior
	1	Signature pages for these Notes are attached as Exhibit C.		
		Note: No assignment of Mortgage from MERS to Plaintiff		

CASE NO: 09-56135

Date		Problem with note	Purported Standing	Mtg and Assignment Problem
07/23/09	1	Unendorsed Note -Lost Note Count	¶14 Own & Hold the Note	¶19 MERS Mortgage Inferior
07/09/10	1	Indorsed Note (Attached)	¶19 Own & Hold the Note	¶18 Assignment to be Recorded
08/24/11	1	Indorsed Note (Attached)	¶19 Own & Hold the Note	¶23 MERS Mortgage Inferior
03/29/12	1	Indorsed Note (Attached)	¶25 Own & Hold the Note	¶31 MERS Mortgage Inferior
	1	Signature pages for these Notes are attached as Exhibit D.		
		Note: No assignment of Mortgage from MERS to Plaintiff		

CASE NO: 09-47829

Date		Problem with note	Purported Standing	Mtg and Assignment Problem
06/23/09	1	Unendorsed Note -Lost Note Count	¶14 Own & Hold the Note	¶20 MERS Mortgage Inferior
07/12/10	1	Indorsed Note (Attached)	¶21 Own & Hold the Note	¶20 Assignment to be Recorded
04/15/11	1	Indorsed Note (Attached)	¶21 Own & Hold the Note	¶26 MERS Mortgage Inferior
03/29/12	1	Indorsed Note (Attached)	¶25 Own & Hold the Note	¶29 MERS Mortgage Inferior
	1	Signature pages for these Notes are attached as Exhibit E.		
		Note: No assignment of Mortgage from MERS to Plaintiff		

III.FRAUDULENT DOCUMENTS ADVANCED IN THESE FIVE CASES.

9. Not only are the Complaints' allegations inconsistent, but a number of the documents submitted to the Court in these cases are fraudulent as well. Among the problematic and fraudulent documents advanced in this case are: (1) "Xerox Forged" indorsements on Promissory Notes; (2) Multiple Notes purporting to be the true, enforceable Note; (3) Mortgages with "Cut and Pasted" signatures; and (4) Mortgages with Backdated Assignments.

A. Promissory Notes with "Xerox Forged" Indorsement.

10. Defendants' expert recently examined each of the original institutional Promissory Notes in these five cases and concluded each and every Note bears a non-original indorsement that purports to transfer ownership of the Note to the Plaintiffs. Additionally, the signatures appearing on the Promissory Note in case 08-80371, and the signatures on both Notes filed in 08-72254 case are forgeries.

11. The indorser of the Notes in these cases, Michele Sjolander, has been deposed in at least two unrelated cases, including *Countrywide vs. Fernandez*⁵ in this Circuit. In the *Fernandez* deposition, Ms. Sjolander testified that indorsements were always stamped in "Wet Ink." Ms. Sjolander testified as follows:

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Q: Okay. Have you ever personally executed any endorsements?

A: My -- with my -- my personally placed a stamp on a note?

Q: Yes.

A: No.

(3/14/12 Sjolander Dep. Tr. at p. 45:19-24.)

Q: Now, you stated that the endorsements are stamps on

⁵ Dep. of Michele Sjolander, March 14, 2012, *Countrywide v. Jesus Fernandez*, Case no.09-21198 CA09 (11th Judicial Circuit, FL.); also deposed in Dep. of Michele Sjolander, January 25, 2012, *Kirby vs. Bank of America*, Case no. 2:09-CV-00182 (E.D. Miss.).

the collateral; is that correct?

A: That is correct.

...

Q: Are they ever placed on there in any other method other than stamping?

A: No

...

Q: when did they begin using a stamped signature to execute your endorsement?

A: 2005.

(*Id.* at pp. 46:1-47:19.)

12. The indorsements appearing on the Notes in these cases are not “Wet Ink” indorsements.

13. Indeed, Defendants’ expert examined the original Notes and mortgages in these cases, pursuant to this Court’s order on November 30, 2011. Defendants’ expert’s opinion reads as follows:

The indorsement signatures on the documents in Items Q(1c), Q(2c), Q(3c), Q(4c), and Q(5c) microscopically do not display straight, reverse-side embossing, three-dimensionality, nor a "wetting" of the paper fiber. In view of the above findings, it is the opinion of this examiner that the indorsement signatures are not original ink signatures.

(See Defendants’ Expert Report (excerpts), attached as Exhibit F.)

14. The expert’s opinion shows that the indorsements were either photocopied or placed on the originals by some other means. The indorsements are not true “Wet Ink” indorsements.

15. While the Defendants’ expert opines the indorsements are not “Wet Ink,” the indorser herself testified that notes are always indorsed with “Wet Ink.”

16. The indorsements appear to be “Xerox Forgeries,”⁶ placed on the Notes in an attempt to retroactively establish that the Plaintiffs had standing at commencement of these cases.

⁶ “Xerox Forgery” is terminology used by expert document examiners when describing the copy of a signature onto an original document.

Indeed, as set out above, in all but one case, no indorsement of any type appeared on the various Notes until the later versions of the original complaints were filed.

17. The inconsistent and contradictory allegations in the various Complaints, as discussed above, support the conclusion that the indorsements were belatedly affixed to the Notes in an attempt to retroactively support the Plaintiffs' standing to bring these foreclosure claims.

18. According to Ms. Sjolander, there is no effective way to determine who placed the indorsements on the Notes, when the Notes were indorsed, or whether the indorsements were authorized. Ms. Sjolander testified that "Wet Ink" indorsements were placed on notes by unnamed persons pursuant to powers of attorney. No records, however, are maintained as to who placed these indorsements on the Notes or as to the power of attorney that permitted the indorsement. On this issue, Ms. Sjolander testified as follows:

Q: When the endorsements are created, is there any documentation that's done simultaneously to document who put on these endorsements or when they were done?

...

A: No. I don't know.

Q: So you have no idea if the people who are using your stamps, do they make a note of when they used it and then in what circumstance?

A: Correct.

(3/14/12 Sjolander Dep. Tr. at p. 63:1-13.)

Q: But someone has a power of attorney to do that?

A: Yes. They have a power of attorney to place my signature stamp. They are not putting my wet signature on it.

Q: Okay. And how do I know from that endorsement that somebody has had the power of attorney to stamp your name to a document?

A: I just told you...

Q: Okay. But there is nothing, other than the document, that shows somebody is executing this as a power of attorney; correct?

A: No. Correct.

(*Id.* at p. 76:7-25.)

Q: Once you executed the power of attorney, you didn't have any oversight as to which promissory notes they stamped; correct?

A: Correct.

(*Id.* at p. 123:17-20.)

19. In short, there is simply no evidence that any of the Notes in these five cases were indorsed prior to commencement of the case. Indeed, the testimony advanced by the Defendants' expert and Ms. Sjolander demonstrate that in fact the indorsement was improperly and surreptitiously added after this case commenced, and therefore this indorsement constitutes a fraud on this Court.

B. Multiple Notes.

20. Not only do the Notes all bear "Xerox forged" indorsements, but in one case, 08-72254, there are two separate and distinct Notes that each purport to be the original and enforceable Note in the case. The two Notes bear distinctly different borrower signatures and different indorsements. Indeed, it cannot be determined with any certainty which, if any, of the two different Notes filed in this case is the true enforceable Note. This is especially the case given that each of these Notes bear forged borrower signatures.

C. Mortgages with Cut-and-Pasted Signatures.

21. The Notes in these cases are not the only fraudulently altered documents that have been advanced to the Court. The mortgages in three of the cases also bear signatures that were cut and pasted from other documents.⁷

22. When the Defendants became aware of the numerous loan forgeries in this series of

⁷ The three cases with the cut-and pasted mortgage signatures are: 09-47944, 09-56135, and 08-80371.

cases, they requested a copy of the mortgages in these matters from the servicer and requested copies of the documents from Attorney Raijman in discovery.⁸

23. Attached as **G** are the first and last pages of one such mortgage provided pursuant to a request to the servicer in the 08-80371 case⁹. These two pages bear a fax legend showing their date and source. The first page of the mortgage is marked “Certified to be a true and correct copy of the original.” **Exhibit I** includes the mortgage cover and signature pages provided by Attorney Raijman pursuant to the Defendants’ discovery request in the 09-47944, 08-80371 and 09-56135 cases.

24. The signature pages attached to the most recent version of the Complaints in these three cases, 09-47944, 08-80371, and 09-56135 are attached as **Exhibit J**.

25. The Defendants’ expert has compared the signatures on the documents provided in discovery with those on the documents filed with the Court. The Defendants’ signatures are distinctively different on these two sets of documents.¹⁰ Defendants’ expert has opined that the signatures that appear on the documents produced in discovery bear signatures that were cut-and-pasted from other documents. *See Exhibit K*. Again, the production of these fraudulently altered documents in this case constitutes a fraud on the Court.

D. Backdated Mortgage Assignment.

26. The final questionable documents, of which the Defendants are aware, that have been advanced in this case are the mortgage assignments in two of the five cases.

27. As set out in detail above, in the various pleadings in this case, the Plaintiffs alternately claim assignment of mortgages, assignments to be recorded, or recorded assignments. Some Complaints do not even mention any assignment at all.

⁸ Attorney Raijman acted as the closing agent for Bank of America N.A. or its predecessor in the origination of this loan. Bank of America has always been the agent for the Plaintiffs.

⁹ Discovery request to the loan servicers in the other cases remain pending as of this date.

¹⁰ In fact the signatures on page 2 are cut-and-pasted and the signatures on page 4 are forged.

28. On June 4, 2010, in the 08-80371 case, however, Lance Bell, a (purported) Vice President of MERS, executed an Assignment of Mortgage (“Assignment”) from MERS to the Plaintiff. In that Assignment, Bell attempts to create standing at the inception of the case by backdating the effective date of the assignment to December 10, 2008 - a date just weeks before the commencement of the case. (*See Exhibit L.*)

29. Lance Bell may or may not be a Vice President of MERS. It is known with certainty, however, that he is a Vice President of Bank of America N.A. (*See Exhibit M.*)

30. Bank of America N.A. is the successor in interest to the originator and the servicer in the case. It also participated in the securitization of this loan and verified the most recently filed Complaint. The backdated assignment suggests that Lance Bell, who is an officer of the originator/servicer/securitizer/verifier, is putting on yet a different hat for yet a different entity (MERS) in order to avoid a securitization failure, a “put back” of the mortgage to the originator, and to improperly support standing to enforce this mortgage foreclosure.

31. Likewise, in the 08-72254 case, John Kennerty, an Assistant Secretary of MERS, executed an Assignment of Mortgage from MERS to the Plaintiff on January 28, 2012. In that Assignment, Kennerty also attempts to justify standing (again going back to the inception of the case) by backdating the effective date of the assignment to October 31, 2008 - a date just weeks before the commencement of the case. (*See Exhibit N.*)

32. John Kennerty is one of the more notorious robo-signers. (*See Exhibit O.*) Again, as was the case with Mr. Bell, Mr. Kennerty is putting on one of his many hats for MERS in order to avoid a securitization failure, a “put back” of the mortgage to the originator, and to improperly support standing to enforce this mortgage foreclosure.

33. In the remaining three cases, the Plaintiffs attempt to foreclose the MERS mortgages attached to the Complaints, and make no showing of an alternate mortgage that they hold in their own name and right.¹¹ No relationship has ever been established between MERS and the Plaintiffs.

MEMORANDUM OF LAW

34. As discussed in detail below, the submission of these fraudulent documents and allegations to the Court has undermined the legitimacy of these proceedings to the extent that the Complaints in all five cases should be dismissed, with prejudice. Moreover, because the documents and allegations that the Plaintiffs rely upon to establish standing in these cases are the very same fraudulent documents, even if the Court does not flat-out dismiss the Plaintiffs' case for fraud, the Complaints should still be dismissed for lack of standing. For similar reasons, and because the initial pleadings do not demonstrate that the actions are founded on duly recorded instruments, the Plaintiffs' *Lis Pendens* should also be stricken. Finally, although the Plaintiffs' Complaints are based on fraudulent documents, the verifier of the document has only verified the allegations of the Complaints based on the best of his "knowledge and belief" and is therefore shielded from the consequences of his false verifications. These verifications, however, run contrary to the law in Florida, and the Complaints should be dismissed on these grounds as well.

A. The Plaintiffs' Complaints Should be Dismissed as a Sanction for Perpetrating a Fraud on the Court.

35. The Court may relieve a party from a proceeding based on fraud or other misconduct of an adverse party at any time because the integrity of the civil litigation process depends on the truthful disclosure of facts. *Metropolitan Dade County v. Martinson*, 736 So. 2d 794 (Fla. 3d DCA 1999); Fla. R. Civ. P. 1.540(b)(3). Indeed, it is well-settled law "that a party who has been

¹¹ The signatures of Rita Starr on the mortgage served with the foreclosure complaint in case 09-47944 are forgeries.

guilty of fraud or misconduct in the prosecution or defense of a civil proceeding should not be permitted to continue to employ the very institution it has subverted to achieve her ends.” *Hanono v. Murphy*, 723 So. 2d 892, 895 (Fla. 3d DCA 1998); *see also Andrews v. Palmas De Majorca Condo.*, 898 So. 2d 1066, 1070 (Fla. 5th DCA 2005).

36. In *Andrews*, for example, the defendant altered a check that was submitted to the court as evidence that the defendant made payment “under protest.” 898 So. 2d at 1068-69. Evaluation of the true copy of the check deposited with the bank revealed, however, that the words “under protest” had been added during the course of the litigation in order to influence the result of the proceedings. *Id.* The court in *Andrews* found the alteration of documents to be material to the facts of the case and that this constituted a fraud on the court. *Id.* at 1069. As a result, the Court imposed sanctions. *Id.* The appellate court subsequently dismissed the defendant’s appeal on the same grounds. *Id.* at 1069-70.

37. As set out in detail above, even more egregious than was the case in *Andrews*, the Plaintiffs here have advanced numerous fraudulent or altered documents to the Court in an attempt to establish standing to bring their claims. Moreover, Plaintiffs have, on more than one occasion, misrepresented to this Court their ownership/holder status in this case. These misrepresentations are material and relevant to a determination of standing, which is one of the ultimate issues in this case. Plaintiffs’ submission of fraudulent and altered documents, along with their misrepresentations about their ownership/holder status in these case go to the heart of their claims to have standing, permeate the entire proceeding, and subvert the integrity of these proceedings. The Plaintiffs’ most recent Complaints in these cases should be dismissed with prejudice.

B. The Plaintiffs’ Complaints, or the Fraudulent Allegations and Documents Therein, Should be Stricken.

38. A party may move to strike a pleading if the pleading or part thereof states a cause of action or defense but is in fact false or a so-called “sham” pleading. *See Ader v. Temple Ner Tamid*, 339 So 2d 268, 270 (Fla. 3d DCA 1976) (for pleading to be struck pursuant to Fla. R Civ P 1.150(a), the pleading must appear to be clearly false, a mere pretense set up on bad faith, or without color of fact). A sham pleading is one that is palpably or inherently false, and from plain or conceded facts in the case, must have been known to the party interposing it to be untrue. *Rhea v. Hackney*, 157 So 190, 193 (1934); *St. John Med. Plans v. Physician Corp. of Am.*, 711 So 2d 1329, 1331 (Fla. 3d DCA 1998) (sham pleading has been defined as one that, while in good form, is false in fact, or one good in form but false in fact and not pleaded in good faith).

39. As set out in detail above, the Plaintiffs have based the allegations that establish their standing to bring this suit on the fraudulent indorsements placed on the Notes after the Complaints were filed, and in two of the cases the claim of standing is based on the recent mortgage assignments, which were backdated in an attempt to establish standing.¹² These allegations based on false and fraudulent documents are clearly false, and without color of fact. As such, they should be stricken.

C. The Plaintiffs’ Complaints Should be Dismissed for Lack of Standing.

40. In order to have standing to prosecute these cases, the Plaintiffs must each have been a “Holder” of the Note at the time the cases were filed.¹³ Because the Plaintiffs’ claims to “Holder” status are based on the fraudulent Note indorsements and backdated mortgage

¹² As discussed above, in the remaining three cases there has not been a valid assignment of the mortgages to the Plaintiffs in these cases.

¹³ The Plaintiffs never make allegations that: (1) they are non-holders in possession of the Notes with the rights of a holder; (2) they are not in possession but are entitled to enforce the instruments pursuant to lost note counts, § 673.3091 Fla. Stat.; or (3) the foreclosures are related to dishonored instruments, § 673.4181(4) Fla. Stat. Plaintiffs also do not plead the equitable transfer of the notes and mortgages.

assignments, the Plaintiffs really have no standing at all because they cannot show that they were an owner or Holder of the Notes at the commencement of these actions.

41. In order to bring this suit, these Plaintiffs must be “Holders” of the Note at the time the actions were originally filed in order to pursue their foreclosure actions. The relevant statutes concerning persons who may enforce negotiable instruments, and how a “Holder” is defined, read as follows:

673.3011 Person entitled to enforce instrument.—The term “person entitled to enforce” an instrument means:

(1) The holder of the instrument;

(2) A nonholder in possession of the instrument who has the rights of a holder; or [i.e. unindorsed note]

(3) A person not in possession of the instrument who is entitled to enforce the instrument pursuant to s. 673.3091 or s. 673.4181(4) [i.e. lost note or dishonored note].

671.201 General definitions.

...

(21) “Holder” means:

(a) The person in possession of a negotiable instrument that is payable either to bearer [blank indorsement] or to an identified person that is the person in possession ...¹⁴

42. In the initial Complaints in each of the five cases, the Plaintiffs claim to be “Holders” of the Notes, yet in each of the cases the Plaintiffs plead “lost Note” counts, which contradict that status. The “lost note” counts and the lack of an indorsement when the original Complaints were filed constitute admissions that the Plaintiffs were not in possession of the Notes at the commencement of this case. *Fernandez v. Fernandez*, 648 So. 2d 712, 713 (Fla. 1995) (“Admissions in pleadings are accepted as facts without the necessity of further evidence . . .”)

43. The Complaints alternately show Notes with indorsements and Notes without indorsements and, as set out in detail above, the indorsements advanced in support of standing have been shown to be “Xerox forgeries.” The lack of a proper indorsement on the Notes at the

commencement of these cases is fatal to Plaintiffs' foreclosure claims, because without proper indorsements, the Plaintiffs would not be Holders at the outset of this case. A "Plaintiff's lack of standing at the inception of the case is not a defect that may be cured by the acquisition of standing after the case is filed." *Progressive Express Ins. Co. v. McGrath*, 913 So. 2d 1281, 1285 (Fla. 2d DCA 2005).

44. Accordingly, because the Plaintiffs cannot show that they were "Holders" of the Notes, or were otherwise entitled to enforce the Notes at the outset of these proceedings, the Complaints should be dismissed for lack of standing

D. The Plaintiffs' *Lis Pendens* are Improper and Should be Stricken from the Public Records.

45. Section 48.23 Fla. Stat. defines and controls the filing of a *lis pendens* and states as follows: "If the initial pleading does not show that the action is founded on a duly recorded instrument . . . the court must conduct a hearing to control and discharge the recorded notice of *lis pendens* as the court would grant and dissolve injunctions." § 48.23(3) Fla. Stat. A hearing is mandatory according to a 2009 amendment. *Id.*

46. At the commencement of this case, the mortgages in each of the five cases showed: "MERS as the mortgagee under this Security Instrument." No nexus appears on the face of the "duly recorded instrument" that connects these Plaintiffs with MERS or the MERS mortgages.

47. The mortgages (purportedly) executed by Defendants in favor of MERS do nothing to establish any relationship between MERS, the original lender, or the Plaintiffs. It is impossible for Defendants to establish a relationship between MERS and a lender by signing a mortgage. That relationship must be firmly established by documentary evidence of the proponents of the relationship. Such documentary evidence is wholly absent from the pleadings in these five matters.

48. It follows that Plaintiffs should not be able to maintain their *Lis Pendens* related to these actions, and the *Lis Pendens* should be stricken from the Public Records of Miami-Dade County.

E. Finally, the Plaintiffs' Complaints Should be Dismissed because they Contain an Improper Verification Not Based on Actual Knowledge.

49. The Verification included on each of the Complaints improperly verifies the facts contained in the Complaints only “to the best of my knowledge and belief.” Florida Statute § 92.525(2) requires that a verification be based on actual knowledge, except when “a verification by information and belief is permitted by law.” The Legislature has never passed a law allowing foreclosure complaints to be verified “on information and belief.”

50. Despite the requirement that any exception to the verification requirement be permitted “by law,” however, the Florida Supreme Court promulgated Rule 1.110(b) of the Florida Rules of Civil Procedure, which permits the verification of a foreclosure complaint to be based on “the best of my knowledge and belief.” However, this Rule cannot change the requirements under § 92.525(2) because this Rule is not an act “by law.”

51. Although the Defendants acknowledge that the Second District Court of Appeal has concluded that a verification based on information and belief under Rule 1.110(b) was permissible, *Trucap Grantor Trust 2010-1 v. Pelt*, 2012 WL 832784, Case No. 2D11-2492 (Fla. 2nd DCA Mar. 14, 2012), we believe this decision is contrary to settled Florida law.

52. When something is required to be done “by law,” Florida courts have uniformly said that it must be done by act of the Legislature, not court rule or administrative rule. *E.g., Browning v. Angelfish Swim School, Inc.*, 1 So. 3d 355, 360 (Fla. 3d DCA 2009); *Nettles v. State*, 819 So. 2d 243, 246 (Fla. 1st DCA 2002); *State ex rel. Veale v. City of Boca Raton*, 353 So. 2d 1194, 1197 (Fla. 1978) (collecting cases). Thus, because there was no act “by law” permitting verification based on

information and belief, the statute conflicts with the rule and, so long as the statute is enforceable, the Rule must fail.

53. The only question to be decided, then, is whether § 92.525(2) is enforceable as enacted, or whether it should be held unconstitutional as an invasion of the Supreme Court's rule-making authority provided in the Florida Constitution. Fla. Const. Art. V, s. 2. In construing this or any other statute, of course, the "fundamental rule" repeatedly expressed by the Supreme Court remains that, "if at all possible, a statute should be construed to be constitutional." *Caple v. Tuttle's Design-Build, Inc.*, 753 So. 2d 49, 51 (Fla. 2000)

54. In this case, in order to determine whether the statute is enforceable, the Court must decide whether the subject matter addressed in the statute is a matter of substance, or of procedure. Substantive provisions are the exclusive province of the Legislature, while procedural rules are left to the Supreme Court to administer. In explaining the distinction between substantive and procedural laws, the Court has said:

"Substantive law has been defined as that part of the law which creates, defines, and regulates rights, or that part of the law which courts are established to administer. *State v. Garcia*, 229 So. 2d 236 (Fla. 1969). It includes those rules and principles which fix and declare the primary rights of individuals with respect towards their persons and property. *Adams v. Wright*, 403 So. 2d 391 (Fla. 1981). On the other hand, practice and procedure 'encompass the course, form, manner, means, method, mode, order, process, or steps by which a party enforces substantive rights or obtains redress for their invasion. 'Practice and procedure' may be described as the machinery of the judicial process as opposed to the product thereof.' *In re Florida Rules of Criminal Procedure*, 272 So. 2d 65, 66 (Fla. 1972) (Adkins, J., concurring). It is the method of conducting litigation involving rights and corresponding defenses. *Skinner v. City of Eustis*, 147 Fla. 22, 2 So. 2d 116 (1941)."

Caple, 753 at 54 (quoting *Haven Federal Savings & Loan Assn. v. Kirian*, 579 So. 2d 730, 732 (Fla. 1991)) (emphasis added).

55. Under these definitions and rules, the Florida courts have held the following matters to be procedural, and solely within the province of the Supreme Court: (a) the setting of fees to be

charged by court reporters, *Reedus v. Friedman*, 287 So. 2d 355 (Fla. 3d DCA 1974); (b) how process is served, *Petition of Stoll*, 309 So. 2d 190 (Fla. 1st DCA 1975); (c) the order of closing arguments, *Grice v. State*, 967 So. 2d 957 (Fla. 1st DCA 2007); (d) allowance of non-monetary pre-trial release, *State v. Raymond*, 906 So. 2d 1045 (Fla. 1045); and (e) the order in which appeals are considered, *Military Park fire Control Tax District No. 4 v. DeMarois*, 407 So. 2d 1020 (Fla. 4th DCA 1981). These matters are all related to the methods of conducting litigation.

56. On the other hand, Florida courts have held the following matters to be substantive in nature, and therefore within the exclusive province of the Legislature: (a) right of indigents to proceed without payment of costs, *Amos v. Dep't of Health & Rehab. Servs., District IV, County Duval, Unit 13*, 416 So. 2d 841 (Fla. 1st DCA 1982); (b) allowance of bail pending appeal, *Hart v. State*, 405 So. 2d 1048 (Fla. 4th DCA 1981); (c) guidelines limiting the nature of sentences to be imposed, *Smith v. State*, 537 So. 2d 982 (Fla. 1989); (d) entitlement to award of attorney's fees, *Heymann v. Free*, 913 So. 2d 11 (Fla. 1st DCA 2005); and (e) time for dismissal of charges against incompetent mentally retarded defendants, *Hines v. State*, 931 So. 2d 148 (Fla. 1st DCA 2006). These subjects all effect more than just the method of litigation and actually alter the rights of individuals.

57. Thus, rules or laws that create substantive individual rights are, of course, substantive. For example, in Caple, the plaintiff in a commercial mortgage foreclosure applied to the court, in accordance with the provisions of Florida Statutes, § 702.10(2), to require the defendant to either continue to make payments pending litigation, post bond, or relinquish possession of the property. The defendant challenged these provisions of the statute as being unconstitutionally invasive of the Supreme Court's procedural rulemaking authority. The Supreme Court found that the statute was constitutional because "section 702.10(2) creates substantive rights and any

procedural provisions contained therein are intimately related to the definition of those substantive rights.”¹⁵

58. Through § 92.525 Fla. Stat., the Florida Legislature has established certain rights and obligations related to documents that must be verified, including a criminal penalty for those who knowingly make a false verification unless, “by law,” the verification is permitted to be based on “the best of my knowledge and belief.” Rule 1.110(b) changes the substantive law regarding the crime of knowingly making a false declaration in the context of a foreclosure complaint.

59. Indeed, the effect of the substantive change in the law is apparent in this case. Here, the allowance of a verification based upon information and belief is permitting the Plaintiffs to hide behind verifications while at the same time submitting fraudulent documents to the Court in these foreclosure cases. Rather than basing the verification on the signer’s actual knowledge, all the signer has to do is have someone else tell him the information is true, and then he can sign based on his “knowledge and belief.”

60. The Defendants request, therefore, that the Court dismiss the five Complaints filed herein, under Rule 1.420(b), Fla. R. Civ. P., for the Plaintiffs’ failure to comply with Rule 1.110(b). Rule 1.110(b) may not change the substantive requirements constituting a verification under § 92.525(2) Fla. Stat., because the Legislature has said that such a change may only be authorized “by law,” and only legislative actions are considered to be authorized “by law.” See *Deutsche Bank National Trust Co. v. Decker*, No. 09-20548-CI (6th Cir. Pinellas County, Oct. 21, 2010); *Nationstar*

¹⁵ Florida courts have also said that even if a provision of statute could appropriately be called “procedural,” it will not be held to unconstitutionally invade the power of the Supreme Court to determine matters of practice and procedure if the procedural provision of a statute is “intimately related to” or “intertwined with” substantive statutory provisions. *E.g., In re Commitment of Cartwright*, 870 So. 2d 152 (Fla. 2d DCA 2004). Thus, even if the requirements of § 92.525 Fla. Stat., could be viewed as procedural, rather than substantive, as they relate to mortgage foreclosure complaints, the requirement is “intertwined with substantive rights.”

Mortgage, LLC v. Menke, Case No. 2010-CA3249-ES(J4) (6th Cir. Pinellas County Dec. 13, 2010); *but see Trucap*, 2012 WL 832784 (finding that § 92.525(2) Fla. Stat., allows a verification to “best of my knowledge and belief” for a foreclosure complaint without addressing whether such an exception “by law” must be made by statute.)¹⁶

IV. CONCLUSION

WHEREFORE, for the reasons set forth herein, and for those expressed in the Defendants’ Motions, the Defendants respectfully request that Plaintiffs’ Complaints be 1) Stricken as Sham Pleadings; 2) Dismissed for Fraud on the Court; or 3) Dismissed for Lack of Standing; 4) that the Plaintiffs’ *Lis Pendens* be stricken from the Public Records of Miami-Dade County; and/or 5) that the Complaints be dismissed for improper verification.

VERIFICATION

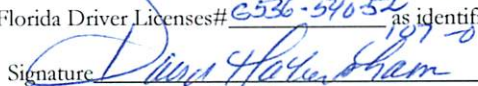
The allegations contained in Paragraphs 8, 10-19, 20, 21-25, and 26-33 of the foregoing Memorandum of Law in Support of the Plaintiffs’ Motion to Strike the Plaintiffs’ Complaints are true and correct based on my knowledge, which is based on the documents submitted in this case, the transcripts of the testimony of Michele Sjolander on January 25, 2012 and March 14, 2012, and the expert opinion of Norwich Document Laboratory, Report of Supplemental Examinations, dated April 6, 2011 and December 7, 2011.

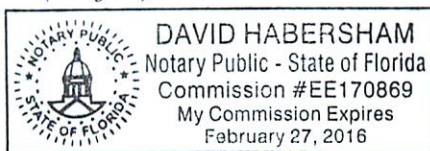

Mark Gunderson, Esq.

STATE OF FLORIDA
COUNTY OF ~~DADE~~ *Broward*

The foregoing instrument was sworn to, subscribed, and acknowledged before me this *19* day of *June* 2012, by Attorney for Defendants personally known to me or who has produced a Florida Driver License # *6536-54052* as identification.

(Notary seal)

Signature 
Notary Public State of Florida



CERTIFICATE OF SERVICE

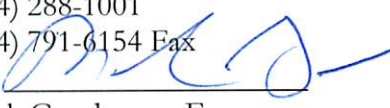
¹⁶ *Trucap* has been appealed from the Second District Court of Appeals and is currently pending before the Florida Supreme Court in Case Number: SC12-745 (April 13, 2012).

I certify that a true and correct copy of the foregoing has been furnished according to the attached Service List this 19 day of ~~May~~^{June} 2012.

Respectfully Submitted,

MICHAEL S. OLIN, P.A.
Alfred I. DuPont Building, Suite 1224
169 East Flagler Street
Miami, FL 33131
(305) 677-5088 / Fax (305) 677-5089

- and -

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[Fax: Neil Linden @ 305-416-6887]
Co-Counsel for Plaintiff, U.S. Bank

EXHIBIT
A 1/5

3/9/10 08-80371
LOAN #: 141293763

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Ivor H. Rose (Seal)
IVOR H. ROSE -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

EXHIBIT
A2/5
4/14/10 10-22763

LOAN #: 141293763

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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12. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

PAY TO THE ORDER OF

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC

BY: Michele Sjolander
MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

Ivor H. Rose (Seal)
IVOR H. ROSE -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

EXHIBIT

A 9/5

7/9/10 09-80371

LOAN #: 141293763

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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Ivor H. Rose (Seal)
IVOR H. ROSE -Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

EXHIBIT
A 4/5

4/9/11 08-80371

LOAN #: 141293763

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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

PAY TO THE ORDER OF

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC

BY: Michele Sjolander
MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

Ivor H. Rose (Seal)
IVOR H. ROSE -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

[Sign Original Only]

LOAN #: 141293763

EXHIBIT
A 515

3/29/12 08-80971

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also may exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

PAY TO THE ORDER OF

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC

BY: Michele Sjolander
MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

Ivor H. Rose (Seal)
IVOR H. ROSE -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

(Sign Original Only)

EXHIBIT
B 1/4

11/21/08 08-72254

12. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Ivor H Rose (Seal)
Ivor H Rose -Borrower

Rita Starr (Seal)
Rita Starr -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

[Sign Original Only]

PAID TO THE ORDER OF

WITHOUT RESCOURSE
ON AMERICAN MORTGAGE

CAROL CONQUELL
1491-55 P21024

PS

EXHIBIT

B 2/4

7/9/10

08-72254

12. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Ivor H Rose (Seal)
Ivor H Rose -Borrower

Rita Starr (Seal)
Rita Starr -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

(Sign Original Only)

PAY TO THE ORDER OF

WITHOUT RESOURSE
ON AMERICAN HOME MORTGAGE

CARDI CINCINNATI
1971-1972-1973

PS

EXHIBIT

B 3-1/4
3/15/11 08-72254

12. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Ivor H Rose

Ivor H Rose

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

DOC #: 944500

APPL #: 0001661673

LOAN #: 1001661673

197N(PL) (0000)

Page 5 of 5

Form 3535 6/05

EXHIBIT

B 3-2/4

3/15/11 08-72254

Pay to the order of


Don Pace
Vice President
American Home Mortgage

EXHIBIT

B 4-1/4
1/25/11 08-72254

12. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Ivor H Rose

Ivor H Rose

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

DOC #:944500

APPL #:0001661673

LOAN #:1001661673

197N(FI) (000)

Page 5 of 5

Form 3535 6/05

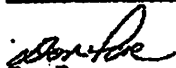
EXHIBIT

B 4-2/4

1/25/11

08-72254

Pay to the order of



Don Pace
Vice President
American Home Mortgage

EXHIBIT

C 1/4
6/23/09 09-47944

LOAN #: 141293795

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. Lender shall exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the proposed transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that the transfer of security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

Ivor H. Rose (Seal)
IVOR H. ROSE -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

[Sign Original Only]

112

EXHIBIT
C 2/4

7/9/10 09-47944

LOAN #: 141293795

If all or any part of the Property or any Interest in the Property is sold or transferred to the Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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12. DOCUMENTARY TAX

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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

PAY TO THE ORDER OF

Ivor H. Rose (Seal)
IVOR H. ROSE -Borrower

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC

BY: Michele Sjolander
MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

112

EXHIBIT

C 3/4

4/13/11 09-47944

LOAN #: 141293795

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12. DOCUMENTARY TAX

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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

PAY TO THE ORDER OF

Ivor H. Rose (Seal)
IVOR H. ROSE -Borrower

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC

BY: Michele Sjolander
MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

____ (Seal)
-Borrower

____ (Seal)
-Borrower

____ (Seal)
-Borrower

[Sign Original Only]

EXHIBIT

C44 3/27/2 09-47944

LOAN #: 141293795

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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

PAY TO THE ORDER OF

Ivor H. Rose (Seal)
IVOR H. ROSE -Borrower

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC

____ (Seal)
-Borrower

BY: Michele Sjolander
MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

____ (Seal)
-Borrower
____ (Seal)
-Borrower

[Sign Original Only]

EXHIBIT

1/4
7/23/09 09-56135

LOAN #: 141293779

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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12. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED


RITA STARR (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

[Sign Original Only]

EXHIBIT

LOAN #: 141293779

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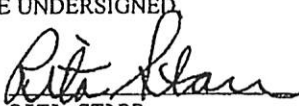
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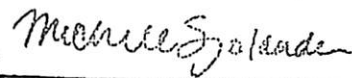
PAY TO THE ORDER OF


RITA STARR

(Seal)

-Borrower

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC

BY: 

MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

EXHIBIT

0 3/4
8/24/11 09-56135

LOAN #: 141293779

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

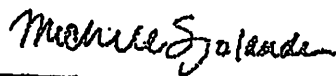
PAY TO THE ORDER OF


RITA STARR

(Seal)

-Borrower

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC

BY: 

MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

EXHIBIT

LOAN #: 141293779

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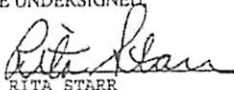
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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

PAY TO THE ORDER OF


RITA STARR

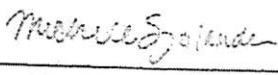
(Seal)

-Borrower

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.

(Seal)

-Borrower

BY: 
MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

EXHIBIT

E 1/4

6/23/09 09-47829

Loan #: 140726660
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the transfer of the security as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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12. DOCUMENTARY TAX

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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

RITA STARR

Rita Starr

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

EXHIBIT

E 2/4
7/12/10 09-47827

LOAN #: 140726660

If all or any part of the Property or any Interest in the Property is sold or transferred (whether the Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the transfer of the property to the transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

RITA STARR

Rita Starr

(Seal)

-Borrower

PAY TO THE ORDER OF

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.

BY: *Michele Sjolander*
MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

EXHIBIT

E 3/4

4/15/11 09-47829

LOAN #: 140726660

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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

RITA STARR

Rita Starr

(Seal)

-Borrower

PAY TO THE ORDER OF

(Seal)

-Borrower

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.

(Seal)

-Borrower

BY: *Michele Sjolander*
MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

(Seal)

-Borrower

[Sign Original Only]

EXHIBIT

E 4/4

3/29/12 09-47829

LOAN #: 140726660

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WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

RITA STARR

(Seal)

-Borrower

PAY TO THE ORDER OF

(Seal)

-Borrower

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.

(Seal)

-Borrower

BY: Michele Sjolander

MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

(Seal)

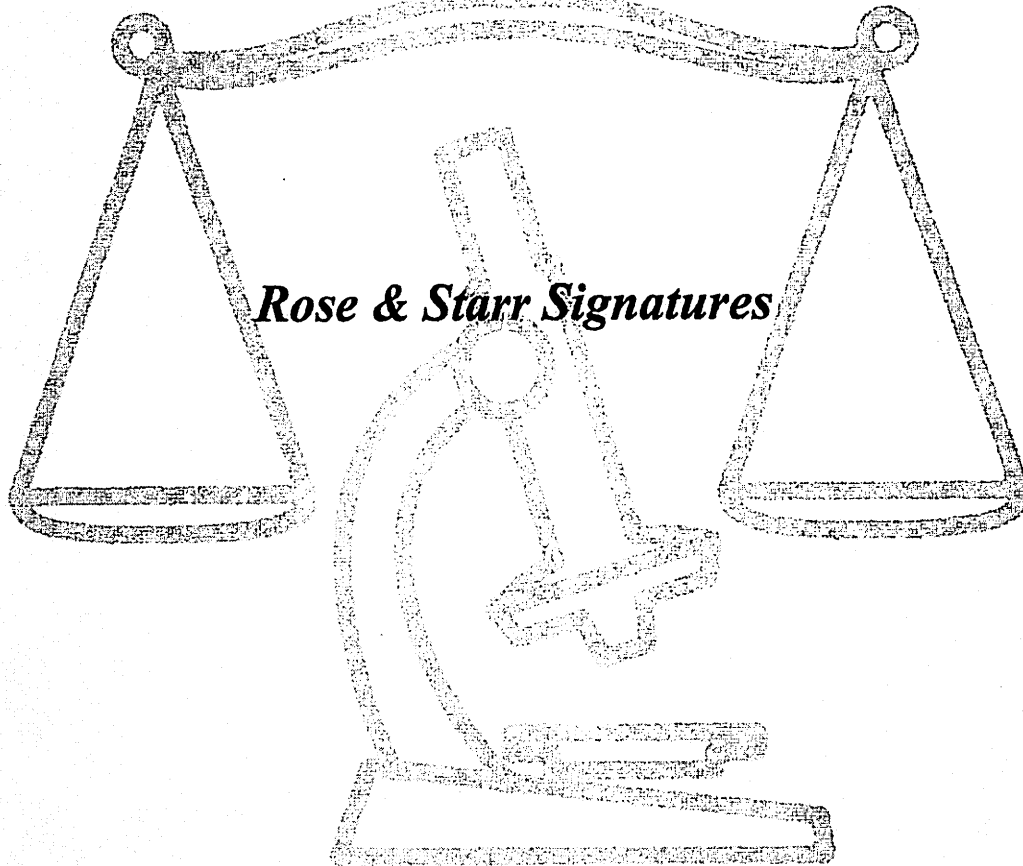
-Borrower

[Sign Original Only]

EXHIBIT

F 110

**REPORT
of
NORWITCH DOCUMENT
LABORATORY
QUESTIONED DOCUMENT
EXAMINATION**



NDL File Number: 101116 (X-Ref File No.: 090326b)

F 2/10

*Norwiche Document Laboratory*17026 HAMLIN BOULEVARD
WEST PALM BEACH, FLORIDA 33470

F. HARLEY NORWITCH

WWW.QUESTIONEDDOCUMENTS.COM

TELEPHONE (561) 333-7804
FACSIMILE (561) 795-3692

December 7, 2011

Mr. Mark Gunderson
Law Office of Mark Gunderson, PL
2510 Southwest 18th Street
Fort Lauderdale, Florida 33312Re: Rose & Starr Signatures
Our File No.: 101116 (X-Ref File No.: 090326b)REPORT OF SUPPLEMENTAL EXAMINATIONEvidence Submission

On November 30, 2011, Mr. Mark Gunderson submitted the following evidence for examination (Via Hand Delivery by Akerman Senterfitt):

- | | |
|-----------|---|
| Item Q(1) | - Questioned mortgage documents pertaining to 1835 Michigan Avenue, Miami Beach, more fully described as follows: |
| Q(1a) | - One Mortgage dated March 29, 2007. |
| Q(1b) | - One Fixed/Adjustable Rate Rider, dated March 29, 2007. |
| Q(1c) | - One Adjustable Rate Note, dated March 29, 2007. |
| Item Q(2) | - Questioned mortgage documents pertaining to 1827 Michigan Avenue, Miami Beach, more fully described as follows: |
| Q(2a) | - One Mortgage dated September 21, 2006. |
| Q(2b) | - One Fixed/Adjustable Rate Rider, dated September 21, 2006. |
| Q(2c) | - One Interest Only Adjustable Rate Note, dated September 21, 2006. |

F 3/10

- Q(2d) - One Family Rider, dated September 21, 2006.
- Item Q(3) - Questioned mortgage documents pertaining to 1801 Michigan Avenue, Miami Beach, more fully described as follows:
- Q(3a) - One Mortgage dated August 22, 2006.
- Q(3b) - One Fixed/Adjustable Rate Rider, dated August 22, 2006.
- Q(3c) - One Interest Only Adjustable Rate Note, dated August 22, 2006.
- Q(3d) - One Family Rider, dated August 22, 2006.
- Item Q(4) - Questioned mortgage documents pertaining to 1800 Michigan Avenue, Miami Beach, more fully described as follows:
- Q(4a) - One Mortgage dated September 21, 2006.
- Q(4b) - One Fixed/Adjustable Rate Rider, dated September 21, 2006.
- Q(4c) - One Interest Only Adjustable Rate Note, dated September 21, 2006.
- Q(4d) - One Family Rider, dated September 21, 2006.
- Item Q(5) - Questioned mortgage documents pertaining to 1810 Michigan Avenue, Miami Beach, more fully described as follows:
- Q(5a) - One Mortgage dated September 21, 2006.
- Q(5b) - One Fixed/Adjustable Rate Rider, dated September 21, 2006.
- Q(5c) - One Interest Only Adjustable Rate Note, dated September 21, 2006.
- Q(5d) - One Family Rider, dated September 21, 2006.
- Q(5e) - One Modification to Mortgage and Partial Release, dated March 30, 2006.

On March 26, 2009, Ms. Rita Starr submitted the following evidence for examination, under NDL File No.: 090326b (Via FedEx):

- Item G(1-8) - Eight (8) documents (randomly selected from a larger grouping) bearing the represented standard Ivor Rose signatures, more fully described as follows:
- G(1-3) - Three original Ivor Hano Rose Enterprises checks, numbered 1561 (March 21, 2006), 2524 (January 19, 2006), and 1572 (April 4, 2006).

F 4/10

Examination Requested

1. To ascertain, if possible, which of the signatures on the documents in Items Q(1), Q(2), Q(3), Q(4), and Q(5) are not genuine.
2. To ascertain, if possible, if the endorsements on Items Q(1c), Q(2c), Q(3c), Q(4c), and Q(5c) contain original ink signatures.

Findings, Opinions

1. An examination and comparison of the above documents with regards to individual characteristics present in the questioned and standard signatures was accomplished. This comparison included, but was not limited to, height ratios, slant, proportions, skill level, speed, pressure, line quality, form, and movement, where possible.

With respect to the Rita Starr signatures on the documents in Items Q(1a), Q(1c), Q(2b), Q(4a), Q(4b), and Q(4d) and the Ivor Rose signatures on the documents in Items Q(1b), Q(2b), Q(2c), Q(5a), Q(5b), and Q(5e), these questioned signatures do not compare favorably with the individual characteristics present in the standard signatures and display significant departure and dissimilarity to the standard signatures.

In view of the above findings, it is the opinion of this examiner that:

- a. The questioned Rita Starr signatures on the documents in items Q(1a), Q(1b), Q(2b), Q(4a), Q(4d), and Q(5e) are not genuine. Additionally, the questioned Rita Starr signature on the document in Q(4b) is probably not genuine.
- b. The questioned Ivor Rose signatures on the documents in Items Q(1c), Q(5a), Q(5b), and Q(5e) are not genuine. Further, it is the opinion of this examiner that it is very probable that the questioned Ivor Rose signatures on the documents in Items Q(2b) Q(2c) are not genuine.

2. The endorsement signatures on the documents in Items Q(1c), Q(2c), Q(3c), Q(4c), and Q(5c) microscopically do not display striae, reverse-side embossing, three-dimensionality, nor a "wetting" of the paper fiber.

In view of the above findings, it is the opinion of this examiner that the endorsement signatures are not original ink signatures.

Comparison Charts and Exhibits

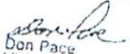
Comparison charts have been included in this report for the convenience of the reader and may be used at trial. The material on these charts may have been enlarged or reduced as necessary to accommodate space requirements. These size changes, if present, were not considered in arriving at any expressed opinions, and should not, nor are they intended to, influence the reader. The included charts were not a part of the examination process, but was produced at the conclusion of the examination.

Similarly, photocopies of the submitted evidence have also been included in this report. These copies have been reduced in size to accommodate the report format. These photocopies have been included solely for identification of, and easy reference to, the submitted evidence.

EXHIBIT

Fc/10

Pay to the order of


Don Pace
Vice President
American Home Mortgage

QIC
reverse

Item Q(1c) Reverse

LOAN #: 141293763

F 7/10

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

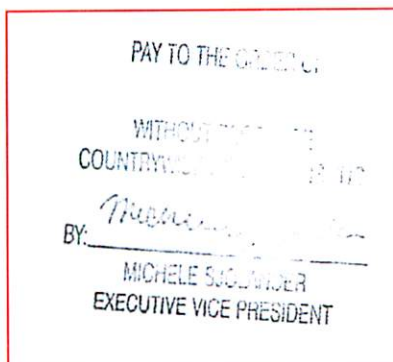
To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



Ivor H. Rose (Seal)
IVOR H. ROSE -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

[Sign Original Only]

F 8/10

LOAN #: 149726660

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

In the event permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

WITA STARR

Wita Starr(Seal)
Borrower

PAY TO THE ORDER OF
WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.

BY: *Michele Sjolander*
MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

(Seal)
Borrower(Seal)
Borrower(Seal)
Borrower

[Sign Original Only]

• MULTISTATE ARM, ONE-YEAR LIBOR, 10-Year Interest Only Period Note
1E452-XX (10/05) Page 5 of 5

Q3c

8

Item Q(3c)

-20-

PS IR Q3c

LOAN #: 141293795

F 9/16

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

PAY TO THE ORDER OF

WITHOUT RESERVE
COUNTRYWIDE HOME LOANS INC.

BY:

MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

Ivor H. Rose (Seal)
IVOR H. ROSE -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

[Sign Original Only]

• MULTISTATE ARM, ONE-YEAR LIBOR, 10-Year Interest Only Period Note
1E452-XX (10/05) Page 5 of 5

112

Q4C
7

F 10/10

LOAN #: 141293779

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to originate the Intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in this Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument until Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

12. DOCUMENTARY TAX

The state documentary tax due on this Note has been paid on the mortgage securing this indebtedness.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED

PAY TO THE ORDER OF

WITHOUT RECOURSE
COUNTRYWIDE HOME LOANS, INC.

BY: Michele Sjolander
MICHELE SJOLANDER
EXECUTIVE VICE PRESIDENT

RITA STARR

____ (Seal)

____ (Seal)
-Borrower

____ (Seal)
-Borrower

_____(Seal)
-Borrower

[Sign Original Only]

* MULTISTATE ARM, ONE-YEAR LIBOR, 10-Year Interest Only Period Note
1E452-XX (10/05)

Q5C

Item Q(5c)

EXHIBIT
6 2/2

LOAN #: 141293763

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

Ivor H. Rose
IVOR H. ROSE

(Seal)

-Borrower

Rita Starr
Rita Starr

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

• FIXED/ARM Rider
Interest First/Only LIBOR One-Year Index
1E460-US (10/05)

Page 5 of 5

EXHIBIT

H

NOT USED

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
This document was prepared by:
GERALD CHAPMAN
COUNTRYWIDE HOME LOANS, INC.

EXHIBIT

I 1/6
ARLENE RAJMAN
PRODUCTION 09-47944

15150 NW 79TH CT. STE.100
MIAMI LAKES
FL 33016

[Space Above This Line For Recording Data]

C-9912 2901669
[Escrow/Closing #]

00014129379509006
[Doc ID #]

MORTGAGE

MIN 1001337-0001697510-7

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 21, 2006, together with all Riders to this document.

(B) "Borrower" is

IVOR H ROSE, *a married man joined by his wife Rita Starr*

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is

COUNTRYWIDE HOME LOANS, INC.

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

4500 Park Granada MSN# SVB-314, Calabasas, CA 91302-1613

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 21, 2006. The Note states that Borrower owes Lender

ONE MILLION ONE HUNDRED SIXTY THOUSAND and 00/100

Dollars (U.S. \$ 1,160,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 01, 2036

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 11

VMP -6A(FL) (0005) CHL (08/05)(d) VMP Mortgage Solutions, Inc. (800)521-7291
CONVVA

Form 3010 1/01



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* 1 4 1 2 9 3 7 9 5 0 0 0 0 2 0 0 6 A *

EXHIBIT
T2/L

ARLENE RAJMAN
PRODUCTION 09-47944

DOC ID #: 00014129379509006

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Mariel Colon
Mariel Colon

Ivor H. Rose (Seal)
IVOR H. ROSE -Borrower

1810 MICHIGAN AVE
MIAMI BEACH, FL 33139 (Address)

Rita Starr (Seal)
Rita Starr -Borrower

(Address)

(Seal)

-Borrower

(Address)

(Seal)

-Borrower

(Address)

STATE OF FLORIDA,

County ss: Miami - Dade

The foregoing instrument was acknowledged before me this 9/21/09 by
Ivor H. Rose, a married man joined by his wife
Rita Starr

who is personally known to me or who has produced FLDL as identification.

MARIEL COLON
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD388721
EXPIRES 1/23/2009
BONDED 1KRU 1-888-NOTARY1

Mariel Colon
Notary Public

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O.Box 10423
Van Nuys, CA 91410-0423
This document was prepared by:
GERALD CHAPMAN
COUNTRYWIDE HOME LOANS, INC.

15150 NW 79TH CT. STE.100
MIAMI LAKES
FL 33016

EXHIBIT
I 3/6

ARLENE RAJMAN
PRODUCTION 08-86371

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C-9912 29001671

00014129376309006

[Escrow/Closing #]

[Doc ID #]

MORTGAGE

MIN 1000157-0007318234-3

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 21, 2006, together with all Riders to this document.

(B) "Borrower" is

IVOR H ROSE, a married man joined by his wife, Rita Starr

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is

COUNTRYWIDE HOME LOANS, INC.

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

4500 Park Granada MSN# SVB-314, Calabasas, CA 91302-1613

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 21, 2006. The Note states that Borrower owes Lender

NINE HUNDRED TWENTY THOUSAND and 00/100

Dollars (U.S. \$ 920,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 01, 2036

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

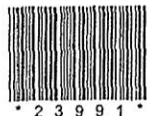
FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 11

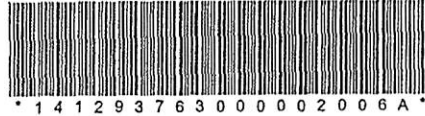
VMP® -6A(FL) (0005) CHL (08/05)(d) VMP Mortgage Solutions, Inc. (800)521-7291
CONVVA

Form 3010 1/01

12 R



* 2 3 9 9 1 *



* 1 4 1 2 9 3 7 6 3 0 0 0 0 2 0 0 6 A *

EXHIBIT

*I 4%
ARJANE RAJMAN
PRODUCTION 08-80371*

LOAN #: 141293763

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Fixed/Adjustable Rate Rider.

Ivor H. Rose (Seal)
IVOR H. ROSE -Borrower

Rita Starr (Seal)
Rita Starr -Borrower

____ (Seal)
____ -Borrower

____ (Seal)
____ -Borrower

• FIXED/ARM Rider
Interest First/Only LIBOR One-Year Index
1E460-US (10/05)

Page 5 of 5

After Recording Return To:
COUNTRYWIDE HOME LOANS, INC.
MS SV-79 DOCUMENT PROCESSING
P.O. Box 10423
Van Nuys, CA 91410-0423
This document was prepared by:
GERALD CHAPMAN
COUNTRYWIDE HOME LOANS, INC.

EXHIBIT

ISL
ARLENE RAJMAN
PRODUCTION 09-56135

15150 NW 79TH CT. STE.100
MIAMI LAKES
FL 33016

(Space Above This Line For Recording Data)

C-9912 2901672

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[Escrow/Closing #]

[Doc ID #]

MORTGAGE

MIN 1000157-0007318245-9

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated SEPTEMBER 21, 2006, together with all Riders to this document.

(B) "Borrower" is

RITA STARR, a married woman joined by her husband

Ivor Rose

Borrower is the mortgagor under this Security Instrument.

(C) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the mortgagee under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

(D) "Lender" is

COUNTRYWIDE HOME LOANS, INC.

Lender is a CORPORATION

organized and existing under the laws of NEW YORK

Lender's address is

4500 Park Granada MSN# SVB-314, Calabasas, CA 91302-1613

(E) "Note" means the promissory note signed by Borrower and dated SEPTEMBER 21, 2006. The Note states that Borrower owes Lender

ONE MILLION TWO HUNDRED EIGHTY THOUSAND and 00/100

Dollars (U.S. \$ 1,280,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than OCTOBER 01, 2036

(F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

FLORIDA-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT WITH MERS

Page 1 of 11

VMP -6A(FL) (0005) CHL (08/05)(d) VMP Mortgage Solutions, Inc. (800)521-7291
CONVVA

Form 3010 1/01



* 23991 *



* 14129377900002006A *

EXHIBIT

146
ARLENE RAJMAN
PRODUCTION 09-56135



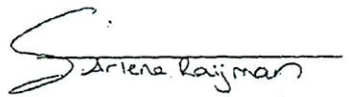
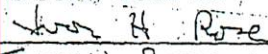
DOC ID #: 00014129377909006

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

		(Seal)
Mariel Colon	RITA STARR	-Borrower
	1810 MICHIGAN AVE	(Address)
	MIAMI BEACH, FL 33139-2419	
		(Seal)
Arlene Rajman	Ivor H. Rose	-Borrower
		(Address)
		(Seal)
		-Borrower
		(Address)
		(Seal)
		-Borrower
		(Address)

STATE OF FLORIDA,

County ss: Miami-Dade

The foregoing instrument was acknowledged before me this 9/21/09 by
Rita Starr, a married woman joined by her
husband, Ivor Rose

who is personally known to me or who has produced _____ as identification.

MARIEL COLON
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD388721
EXPIRES 1/23/2009
BONDED THRU 1-008-NOTARY


Notary Public

EXHIBIT
J'13
COMPLAINT
09-47944

DOC ID #: 00014129379509006

24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:

Marcel Colon
Marcel Colon

Ivor H. Rose (Seal)
IVOR H. ROSE -Borrower

1810 MICHIGAN AVE
MIAMI BEACH, FL 33139 (Address)

S. Irene Rajman
S. Irene Rajman

Rita Starr (Seal)
Rita Starr -Borrower

(Address)

(Seal)

-Borrower

(Address)

(Seal)

-Borrower

(Address)

STATE OF FLORIDA,

The foregoing instrument was acknowledged before me this 9/21/09 County ss: Miami - Dade by

Ivor H. Rose, a married man, joined by his
wife Rita Starr

who is personally known to me or who has produced FL DL as identification.

MARCEL COLON
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION # DD388721
EXPIRES 1/23/2009
BONDED 117911-288-NOTARY

Marcel Colon
Notary Public

EXHIBIT J⁴³
COMPLAINT 08-80371

LOAN #: 141293763

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this
Fixed/Adjustable Rate Rider.

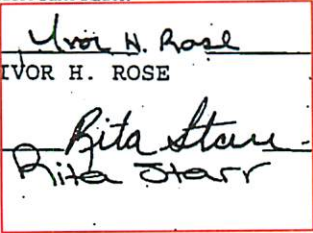
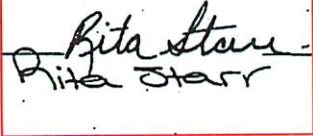
	_____ (Seal)
IVOR H. ROSE	-Borrower
	_____ (Seal)
Rita Starr	-Borrower
_____	_____ (Seal)
_____	-Borrower
_____	_____ (Seal)
_____	-Borrower

EXHIBIT 53/3
COMPLAINT
09-56135


DOC ID #: 00014129377909006


24. Attorneys' Fees. As used in this Security Instrument and the Note, attorneys' fees shall include those awarded by an appellate court and any attorneys' fees incurred in a bankruptcy proceeding.

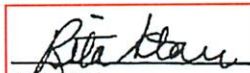
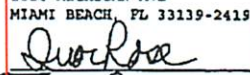
25. Jury Trial Waiver. The Borrower hereby waives any right to a trial by jury in any action, proceeding, claim, or counterclaim, whether in contract or tort, at law or in equity, arising out of or in any way related to this Security Instrument or the Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Signed, sealed and delivered in the presence of:


Mariel Colon


Ariene Rajman

 RITA STARR	(Seal) -Borrower
1810 MICHIGAN AVE MIAMI BEACH, FL 33119-2419	(Address)
 Ivor Rose	(Seal) -Borrower
	(Address)
	(Seal) -Borrower
	(Address)
	(Seal) -Borrower
	(Address)

STATE OF FLORIDA,

County ss: Miami-Dade

The foregoing instrument was acknowledged before me this 9/24/09 by
Rita Starr, a married woman joined by her
husband, Ivor Rose

who is personally known to me or who has produced _____ as identification.

MARIEL COLON
NOTARY PUBLIC, STATE OF FLORIDA
COMMISSION # 00388721
EXPIRES 1/23/2009
BONDED - \$1,363,400


Notary Public

EXHIBIT
K '17

**REPORT
of
NORWITCH DOCUMENT
LABORATORY**

**QUESTIONED DOCUMENT
SUPPLEMENTAL EXAMINATION**

Rose & Starr Signatures

NDL File Number: 101116 (X-Ref File No.: 090326b)

EXHIBIT

K 217

Norwiche Document Laboratory

17026 HAMLIN BOULEVARD
WEST PALM BEACH, FLORIDA 33470

WWW.QUESTIONEDDOCUMENTS.COM

F. HARLEY NORWITCH

TELEPHONE (561) 333-7804
FACSIMILE (561) 795-3692

April 6, 2011

Mr. Mark Gunderson
Law Office of Mark Gunderson, PL
2510 Southwest 18th Street
Fort Lauderdale, Florida 33312

Re: **Rose & Starr Signatures**
Our File No.: 101116 (X-Ref File No.: 090326b)

REPORT OF SUPPLEMENTAL EXAMINATION

Evidence Submission

On March 30, 2011, Mr. Mark Gunderson submitted the following evidence for examination (Via PDF):

- | | |
|--------|--|
| Item C | - One page of composite questioned exhibits, entitled "Exhibit I (Case 09-47944)" Conclusion and Purpose of this Summary. This document has signatures on the left side of the page entitled "Mortgage Production" and signatures on the right side of the page entitled "Mortgage Public Records." |
| Item D | - One page of composite questioned exhibits, entitled "Exhibit II (Case 08-80371)" Conclusion and Purpose of this Summary. This document has signatures on the left side of the page entitled "Mortgage Production" and signatures on the right side of the page entitled "Mortgage Public Records." |
| Item E | - One page of composite questioned exhibits, entitled "Exhibit III (Case 09-056135)" Conclusion and Purpose of this Summary. This document has signatures on the left side of the page entitled "Mortgage Production" and signatures on the right side of the page entitled "Mortgage Public Records." |

Examination Requested

To determine, if possible, if the "Mortgage Production" signatures agree with the corresponding "Mortgage Public Records" signatures and to determine, if possible, the source of the "Mortgage Production" signatures.

Findings, Opinions

Photocopies can be prepared from a composite of parts of two or more documents which, when copied, can appear to be a reproduction of a single document. The resultant copy (as is the case at hand), made from composites, often displays characteristics indicative of its production from two or more document sources. Generically these creations are referred to as "Xerox" forgeries or "Cut and Paste" forgeries. These spurious documents can be produced by actually cutting out a genuine signature from a valid document, or copy thereof, and gluing it on to a receiving document, which is then photocopied producing what appears to be a copy of a genuine document. Variations of this theme can involve computer scanning, laser printers, and photoshop software programs.

Frequently, evidence of this process is left behind on the spurious document in the way of misalignment, photocopier "trash" marks, and void areas in the finished signature where offending extraneous material has been removed. Invariably, a number of these signatures can be put in exact register (overlay), a possibility that does not exist in nature.

With respect to the document in Item C:

1. The Mortgage Production signatures are different than the corresponding Mortgage Public Record signatures.
2. All of the Mortgage Production signatures are "Xerox" forgeries. These signatures can be put into register and contain "Cut and Paste" indications. (Figure 1).

With respect to the document in Item D:

1. The Mortgage Production signatures are different than the corresponding Mortgage Public Record signatures.
2. The Rita Starr signature contains indications of "Xerox" forgery in the form of Cut and Paste marks. (Figure 2).

With respect to the document in Item E:

1. The Mortgage Production signatures are different than the corresponding Mortgage Public Record signatures.
2. The page 11 and page 19 Mortgage Production signatures are "Xerox" forgeries. These signatures can be put into register and contain "Cut and Paste" indications. (Figure 3).
3. The Page 14 Mortgage Production signature matches the Page 33 Public Records signature which is likely the model for the two "Xerox" forgery signatures,

EXHIBIT
K 517

EXHIBIT I (Case 09-47944)

CONCLUSION AND PURPOSE OF THIS SUMMARY

The purpose of this schedule is to summarize signatures appearing on mortgage loan documents in the following 61 pages. The signatures in the left column are taken from Attorney Rajman's response to production. It is apparent that these signatures are exact duplicates of one another — cut and pasted to appear as true signatures. The right column shows the signatures, which appear on those mortgages recorded in the public records of Miami-Dade County. The recorded documents are not the same as the corresponding discovery documents and indicate the discovery documents have been falsified and dishonestly filed with this Court.

Signatures - Mortgage Production

Signatures - Mortgage Public Records

<u>Rita Khan</u> See Pg. 11/61	→	<u>Rita Khan</u> See Pg. 42/61
<u>Rita Khan</u> See Pg. 14/61	→	<u>Rita Khan</u> See Pg. 45/61
<u>Rita Khan</u> See Pg. 19/61	→	<u>Rita Khan</u> See Pg. 50/61

Signatures - HELOC Mortgage Production

Signatures-HELOC Mortgage Public Records

Rita Khan See Pg. 24/61 → Rita Khan See Pg. 55/61

Signature -Truth-in-Lending Production

Rita Khan See Pg. 30/61

Signature - Itemization of Amount Financed Production

Rita Khan See Pg. 31/61

Signature - HELOC Mortgage Production taken from another case (Case 08-80371)
Which shows the subject duplicate signature is used in other files

Rita Khan See Pg. 61/61

Item C

EXHIBIT

K 47

EXHIBIT II (Case 08-80371)

CONCLUSION AND PURPOSE OF THIS SUMMARY

The purpose of this schedule is to summarize signatures appearing on mortgage loan documents in the following 38 pages. The signatures in the left column are taken from Attorney Rajjman's response to production. The right column shows the signatures, which appear on those mortgages recorded in the public records of Miami-Dade County. The recorded documents are not the same as the corresponding discovery documents and indicate the discovery documents have been falsified and dishonestly filed with this Court.

Signatures - Mortgage Production
Fixed Adjustable Rate Rider

Signatures - Mortgage Public Records
Fixed Adjustable Rate Rider

Ivor H. Rose
IVOR H. ROSE

See Pg. 19/38

Ivor H. Rose
IVOR H. ROSE

See Pg. 38/38

Rita Starr
Rita Starr

See Pg 19/38

Rita Starr
Rita Starr

See Pg. 38/38

Item D

EXHIBIT III (Case 09-056135)

CONCLUSION AND PURPOSE OF THIS SUMMARY

The purpose of this schedule is to summarize signatures appearing on mortgage loan documents in the following 38 pages. The signatures in the left column are taken from Attorney Rajman's response to production. It is apparent that these signatures are exact duplicates of one another — cut and pasted to appear as true signatures. The right column shows the signatures, which appear on those mortgages recorded in the public records of Miami-Dade County. The recorded documents are not the same as the corresponding discovery documents and indicate the discovery documents have been falsified and dishonestly filed with this Court.

Signatures - Mortgage Production

Signatures - Mortgage Public Records

John H. Rose See Pg. 11/38

John H. Rose See Pg. 30/38

John H. Rose See Pg. 14/38

John H. Rose See Pg. 33/38

John H. Rose See Pg. 19/38

John H. Rose See Pg. 38/38

in



CFN 2010R0398976
 OR Bk 27318 Pg 2953; (1pg)
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 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA
 LAST PAGE

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EXHIBIT

Prepared by: DAVID J. STERN, ESQ.
 Record & Return to: 900 South Pine Island Road Suite 400
 Plantation, FL 33324-3620
 06-10585 CVIF

MIN: 10001570007318234-3
 MERS PHONE NUMBER: 1-888-679-6377

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for Countrywide Home Loans, Inc.

Residing or located at c/o COUNTRYWIDE HOME LOANS, INC., C/O COUNTRYWIDE HOME LOANS, INC., 7105 CORPORATE DRIVE, MAIL STOP PTX-B-35, PLANO, TX 75024, herein designated as the assignor, for and in consideration of the sum of \$1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto HSBC BANK USA, N.A., AS TRUSTEE ON BEHALF OF THE JPMORGAN ALTERNATIVE LOAN TRUST 2006-A7, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-A7 residing or located at: C/O COUNTRYWIDE HOME LOANS, INC., 7105 CORPORATE DRIVE, MAIL STOP PTX-B-35, PLANO, TX 75024 herein designated as the assignee, the mortgage executed by IVOR H. ROSE and RITA STAR, husband and wife, recorded in MIAMI-DADE County, Florida at book 24596 and page 3307 encumbering the property more particularly described as follows:

LOT 8, IN BLOCK 9, OF PALM VIEW SUBDIVISION, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, PAGE 29, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

together with the note and each and every other obligation described in said mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee forever, but without recourse on the undersigned.

Pursuant to the provisions of Sec. 689.071, Florida Statutes, the within named Trustee has the power and authority to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the above-described mortgage and the real property encumbered thereby.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed, this 4 day of June, 2010, but effective as of the 10th day of December, 2008.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for Countrywide Home Loans, Inc.,
 (CORPORATE SEAL)

ATTEST:
 WITNESS:

Print Name: Stephanie Rivera

WITNESS:

Print Name: Angela Gilman

STATE OF Texas
 COUNTY OF Tarrant

BY: [Signature]
 PRINT NAME: Lance Bell - Vice President
 TITLE:

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 4 day of June, 2010, within my jurisdiction, the within named Lance Bell who is personally known to me and who acknowledged to me that (s)he is Vice President and that for and on behalf of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for Countrywide Home Loans, Inc., and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as nominee for Countrywide Home Loans, Inc., to do so.


WITNESS my hand and official seal in the County and State last aforesaid this 4 day of June, 2010.



[Signature]
 NOTARY PUBLIC




PBM *F08-10585* *D1104*



2010 00028381
Bk: 45683 Pg: 174
Page: 1 of 4 03/16/2010 02:50 PM WD

**CERTIFICATE OF ASSISTANT SECRETARY
OF
BANK OF AMERICA, NATIONAL ASSOCIATION,
MANAGER OF BAC GP, LLC**



2010 00044883
Bk: 54429 Pg: 341 Doc: VOTE
Page: 1 of 5 03/22/2010 12:58 PM

The undersigned, a duly appointed and acting Assistant Secretary of Bank of America, National Association, a national banking association (the "Bank"), the Manager of BAC GP, LLC, a Nevada limited liability company (the "Company"), the general partner of BAC Home Loans Servicing, LP formerly known as Countrywide Home Loans Servicing LP, a Texas limited partnership (the "Partnership") does hereby certify on behalf of the Bank that attached hereto as Attachment 1 is a true and correct copy of resolutions duly adopted by the Manager of the Company as of August 7, 2009 (the "Resolutions"), and the Resolutions have not in any way been amended, modified, revoked or rescinded and have been in full force and effect since their adoption to and including the date hereof and are now in full force and effect.

Pursuant to the Resolutions, the titles held by "Authorized Officers" of the Company (Assistant Secretary and above) consist of the following: Chief Executive Officer, President, Senior Vice President, Vice President, Assistant Vice President and Assistant Secretary. I further certify that each of the following individuals is a duly elected or appointed, qualified and acting officer of the Company holding the title indicated next to his or her respective name, and each such officer is designated as an "Authorized Officer" pursuant to the Resolutions:

<u>Name</u>	<u>Title</u>
Mark Acosta	Senior Vice President
Carrie Erbe	Senior Vice President
Catherine M. Gorlewski	Senior Vice President
Jeanette Grodsky	Senior Vice President
Suzanne M. Haumesser	Senior Vice President
Cynthia A. Mech	Senior Vice President
Brandon Sciumbato	Senior Vice President
John S. Smith	Senior Vice President
David P. Sunlin	Senior Vice President
Christine Albert	Vice President
Lisa Allinson	Vice President
Micall Bachman	Vice President
Lance Bell	Vice President
Donald R. Clark	Vice President
Kimberly Dawson	Vice President
Renee Hertzler	Vice President
Lancia Herzog	Vice President
Mary Joos	Vice President



2010 01533864
Bk: 93 Pg: 83 Cert#: U18186
Doc: CERT 06/07/2010 11:42 AM

Northeast Abstract Comp.
150 California Street
Newton, MA 02458

HARMON LAW OFFICES, P.C.
P.O. BOX 610389
NEWTON HIGHLANDS, MA 02461-0389

U18186 - U91-83

EXHIBIT

M 2/4

Mary Kist	Vice President
Michael Prindle	Vice President
Rhoena Rice	Vice President
Sheri Solum	Vice President
Melissa Viveros	Vice President
Rhonda Weston	Vice President
Jill Wosnak	Vice President
Ted Cassell	Assistant Vice President
Aaron Formby	Assistant Vice President
Serena Harman	Assistant Vice President
Gregory Higeons	Assistant Vice President
Michele Holtz	Assistant Vice President
Kaneisha Hunley	Assistant Vice President
Holly M. Jarmusz	Assistant Vice President
Deborah A. Jurek	Assistant Vice President
Barbara Komisarof	Assistant Vice President
Bridget Lett	Assistant Vice President
Cody Mahon	Assistant Vice President
Cheryl Mallory	Assistant Vice President
Susan McCaughan	Assistant Vice President
Timothy E. Moran	Assistant Vice President
Roxanne Nowicki	Assistant Vice President
Frances Pecoraro	Assistant Vice President
David M. Perez	Assistant Vice President
Laura M. Pirritano	Assistant Vice President
Tania Ramos	Assistant Vice President
Robert Rybarczyk	Assistant Vice President
Ken Satsky	Assistant Vice President
Joyce Sciumbato	Assistant Vice President
Keri Selman	Assistant Vice President
Teresa Skinner	Assistant Vice President
TiaQuanda Turner	Assistant Vice President
Sandra Williams	Assistant Vice President
Ashley Barraza	Assistant Secretary
Destiny Bentley	Assistant Secretary
Tyira Ganison	Assistant Secretary
Benjamin Hillis	Assistant Secretary
Julia Myra	Assistant Secretary
Gregory J. Price	Assistant Secretary
Donna Powell	Assistant Secretary
Kathy Repka	Assistant Secretary
Gail Stein	Assistant Secretary
Vicki Lynn Vasquez	Assistant Secretary
Lisa Wickser	Assistant Secretary
Rachelle Wickware	Assistant Secretary
Angelica B. Williams	Assistant Secretary
Diane Young	Assistant Secretary

EXHIBIT

M 3/4

IN WITNESS WHEREOF, I have hereunto signed my name and affixed the seal of the
Bank on this 2nd day of March, 2010.

BANK OF AMERICA, NATIONAL
ASSOCIATION, Manager of BAC GP, LLC,
General Partner of BAC Home Loans Servicing,
LP

[SEAL]

By: Devra Lindgren
Name: Devra Lindgren
Title: Assistant Secretary

EXHIBIT

M 4/4

ATTACHMENT I

RESOLUTIONS ADOPTED
BY THE MANAGER OF
BAC GP, LLC
August 7, 2009

RECONVEYANCE AUTHORITY

WHEREAS, the Company is the General Partner of BAC Home Loans Servicing, LP, a Texas limited partnership (the "Partnership").

NOW, THEREFORE, BE IT RESOLVED, that all officers of the Company with the title of Assistant Secretary and above (the "Authorized Officers") are, and each of them acting alone hereby is, authorized, directed and empowered in the name of the Company on behalf of the Partnership to execute reconveyance documents, acts of conveyance, deeds in lieu of foreclosure, grant deeds, deeds of trust, including foreclosure deeds, releases of liens, escrow instruments, contracts for purchase and sale of the Partnership's REO properties, grants of easements and any and all related documents and instruments purporting to affect an interest or the transfer of an interest in real estate in the name of the Company on behalf of the Partnership;

RESOLVED FURTHER, that the Authorized Officers shall have the authority to take any and all actions which are required or necessary in order for the Partnership to perform its obligations under any contract, agreement or commitment the Partnership has with any third party to service mortgage loans, including but not limited to the execution of grant deeds, deeds of trust, including foreclosure deeds, releases of liens, reconveyance documents, escrow instruments, contracts for purchase and sale of REO properties, grants of easements and any and all related documents and instruments purporting to affect an interest or the transfer of an interest in real estate in the name of any such third party; and

RESOLVED FURTHER, that the Manager hereby ratifies, approves and confirms all lawful actions taken on behalf of the Partnership or a third party by the Authorized Officers in connection with the transactions contemplated by the foregoing resolutions.

ATTEST: WORO. Anthony J. Vigliotti, Registrar

CFN 2010R0098962
DR Bk 27181 Pg 3368 (1pg)
RECORDED 02/12/2010 09:06:21
HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

EXHIBIT
N 41

Prepared by: DAVID J. STERN, ESQ
Record & Return to: 900 South Pine Island Road #400
Plantation, FL 33324-3920
08-01621 ASCF

MERS MIN: 100024200016616738
MERS PHONE NUMBER: 1-888-679-6377

This space is for recording purposes only

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Residing or located at 3300 SW 34TH AVENUE SUITE 101, OCALA, FL. 34474, herein designated as the assignor, for and in consideration of the sum of \$1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR CMLTI 2007-10 residing or located at: 4801 FREDERICA STREET OWENSBORO, KY 42034, herein designated as the assignee, the mortgage executed by IVOR H. ROSE AND RITA STARR HUSBAND AND WIFE recorded in MIAMI-DADE County, Florida at book 25506 and page 1312 encumbering the property more particularly described as follows:

LOT 7, BLOCK 9, PALM VIEW ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 6, AT PAGE 29, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

together with the note and each and every other obligation described in said mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee forever, as of the 31 day of October, 2008, but without recourse on the undersigned.

Pursuant to the provisions of Sec. 689.071, Florida Statutes, the within named Trustee has the power and authority to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the above-described mortgage and the real property encumbered thereby.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed, as of the 28th day of January 2010.

Signed in the presence of:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
(CORPORATE SEAL)

ATTEST:

WITNESS:

Print Name: Amy Rivard

WITNESS:

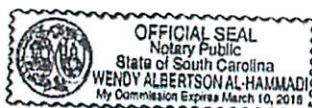
Print Name: Monique Santos

STATE OF South Carolina
COUNTY OF York

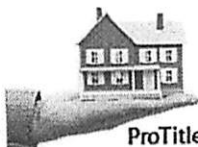
PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 28th day of January 2010, within my jurisdiction, the within named John Kennerly who is personally known to me and who acknowledged to me that (s)he is Assistant Secretary and that for and on behalf of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 28th day of January 2010.

Wendy Albertson-Hammadi
NOTARY PUBLIC



PBM *F08-01621* *D1104*



ProTitleUSA.com

ROBO-SIGNER, MIS-REPRESENTATION, NOTARY, SIGNATURE MISMATCH SEARCH

EXHIBIT

0 1/2

EXHIBIT A

Wells Fargo Bank NA dba Americas Servicing Company

By: Herman John Kennerty
VP of Loan DocumentationMORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
(CORPORATE SEAL)BY:
PRINT NAME: John Kennerty
TITLE: Assistant Secretary

Wells Fargo Bank, N.A.

By: Herman John Kennerty
VP of Loan Documentation

U.S. Bank National Association, as Trustee by Wells Fargo Bank, N.A. as Attorney in Fact*

By:
Herman John Kennerty, V.P. Loan Documentation/
Attorney in Fact*

Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-8 by Wells Fargo Bank, N.A. as Attorney in Fact*

By:
Herman John Kennerty
Vice President Loan Documentation / Attorney in Fact*

Wells Fargo Bank, N.A. Attorney-in-Fact for New Century Mortgage Corporation

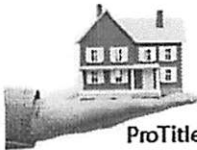
By: Herman John Kennerty
It's: VP of Loan Documentation

Wells Fargo Bank, N.A. Attorney-in-Fact for U.S. Bank National Association, as Trustee for SABR 2006-NC2

By:
Herman John Kennerty
Its: VP of Loan Documentation

Mortgage Electronic Registration Systems, Inc. as nominee for Lend America

BY:
John Kennerty, Assistant Vice President



ProTitleUSA.com

ROBO-SIGNER, MIS-REPRESENTATION, NOTARY, SIGNATURE MISMATCH SEARCH

EXHIBIT

02/12

EXHIBIT B

Wells Fargo Bank, N.A. Attorney-in-Fact for
U.S. Bank National Association, as Trustee for SABR 2006-NC2

By: [Signature]
Herman John Kennedy
Its: VP of Loan Documentation

Wells Fargo Bank, N.A. Attorney-in-Fact for
New Century Mortgage Corporation

By: [Signature]
Herman John Kennedy
Its: VP of Loan Documentation

Signature Mismatch Detected

Mortgage Electronic Registration Systems, Inc. as
nominee for Lend America

BY: [Signature]
John Kennedy, Assistant Vice President

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
(CORPORATE SEAL)

BY: [Signature]
PRINT NAME: John Kennedy
TITLE: Assistant Secretary

03/12

Loan # 0157751546-708

ASSIGNMENT OF MORTGAGE

County of NEW YORK, State of New York

Assignor: Wells Fargo Bank, N.A., 1000 Blue Gentian Rd., Eagan, MN 55121

Assignee: HSBC Bank USA, National Association as Trustee for Wells Fargo Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2007-7, 2929 Walden Ave., Depew, NY 14043

Original Lender: Wells Fargo Bank, N.A.

Mortgage made by BRIAN H. MADDEN and ELIZABETH D. MADDEN, dated the 6th day of March, 2007 in the amount of Seven hundred and fifty six thousand dollars (\$756,000.00) and interest, recorded on the 13th day of March, 2007 in the Office of the Clerk of the County of NEW YORK at CRFN 2007000134220.

This said mortgage has not been otherwise assigned.

Property Address: 236 EAST 47TH STREET, NEW YORK, NY 10017
SBL # Block 1320 Lot 2059

Know that All Men By These Present in consideration of the sum of One and No/100th Dollars and other good valuable consideration, paid to the above Named assignor, the receipt and sufficiency of which is hereby acknowledged the Said Assignor hereby assigns unto the above named Assignee the said Mortgage, Together with all moneys now owing or that may hereafter become due or owing in Respect thereof, and the full benefit of all the powers and of all the covenants and Provisions therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage and Note, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage and Note.

THIS Assignment is not subject to the requirement of Section 275 of the Real Property Law because it is within the secondary mortgage market.

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed by its duly authorized officer this 21st day of October, 2009.

IN PRESENCE OF

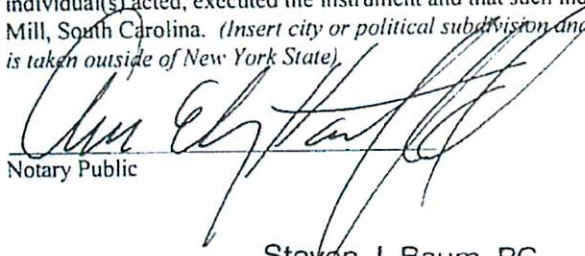
Wells Fargo Bank, N.A.

BY: 
Herman John Kennerly, VP of Loan Documentation

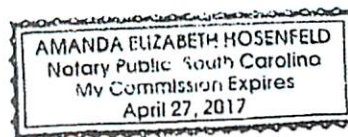
State of South Carolina

County of York ss:

On this 21st day of October, 2009, before me, the undersigned, a notary public in and for said state, personally appeared Herman John Kennerly, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument and that such individual made such appearance before the undersigned in the Fort Mill, South Carolina. (Insert city or political subdivision and state or other place acknowledgment taken--- if acknowledgment is taken outside of New York State)


Notary Public

Steven J. Baum, PC
220 Northpointe Pkwy., Suite B
Amherst, NY 14228



SEAL

68119

RrR



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R
Prepared by and return to:
Florida Default Law Group, P.L.
P.O. Box 25018
Tampa, Florida 33622-5018
(813) 251-4766

Rcpt: 1325184 Rec: 18.50
DS: 0.00 IT: 0.00
09/10/10 K. Garcia, Dpty Clerk

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
09/10/10 12:18pm 1 of 2
OR BK 8416 PG 768

AFFIDAVIT OF LOST ASSIGNMENT OF MORTGAGE

STATE OF SOUTH CAROLINA

COUNTY OF YORK

BEFORE ME, the undersigned authority, this date personally appeared Herman John Kennerty, who, being first duly sworn, deposes and says:

1. Affiant is an employee of AMERICA'S SERVICING COMPANY and is personally familiar with the facts contained herein.
2. The original books and records maintained in the office of the above-named mortgage servicer are in Affiant's custody and control.
3. Affiant made a complete and thorough investigation as to the whereabouts of an original unrecorded assignment of mortgage from FIELDCREST MORTGAGE ("Assignor") to US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR THE STRUCTURED ASSET INVESTMENT LOAN TRUST, 2005-9 ("Assignee"), assigning any and all interest of Assignor to the Assignee in that mortgage made by MARK A. MILLS on 07/14/2005 and recorded in Official Records Book 6556, Page 1539, of the Public Records of PASCO, County, Florida; however, such assignment appears to be lost or otherwise missing. Affiant's investigation has included a search of active files, archives, known storage and records facilities.
4. Affiant's investigation has revealed that the original unrecorded assignment of mortgage is lost or missing through no fault of the Assignee, although it appears Assignee was in possession of the instrument at the time it was lost or became missing.

FURTHER AFFIANT SAYETH NAUGHT.

FILE_NUMBER: F09039500

Serial: 15021235
DOC_ID: M002208

F09039500

M002208

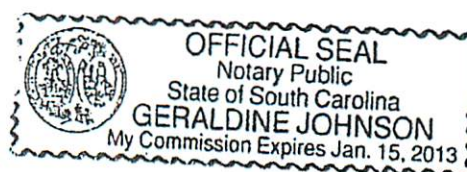
0 5/12

HJK
AFFIANT: Herman John Kennerty, VP of Loan Documentation

SWORN TO AND SUBSCRIBED before me this 31st day of August, 2010, by Herman John Kennerty,
who is personally known to me, or who took an oath.

Geraldine Johnson
Notary Public
Print Name: _____
Commission No.: _____
My Commission Expires: _____

ASC-CONV--- F09039500-1100144100



F09039500

Unofficial
Document

Great American Title Agency

WHEN RECORDED MAIL TO:

TIFFANY & BOSCO, P.A.
Michael A. Bosco, Jr.
2525 East Camelback Road, Suite 300
Phoenix, AZ 85016

284188 11

AFFIDAVIT OF LOST ASSIGNMENT

Loan No. 1220004486
Parcel No: 143-06-383

T & B No.: 08-42646

BE IT KNOW that on February 27, 2009 before me, the undersigned authority, a Notary Public duly commissioned and qualified in and for the State and County aforesaid, personally came and appears [Herman John Kennerty] who, upon being duly sworn, did depose and state as follows: (signor)

1. That he is the Vice President of/for U.S. Bank National Association, as Trustee for SABR 2006-NC2, ("Affiant") and is duly authorized to execute this Affidavit of Lost Assignment ("Affidavit") in such capacity; and
2. That Affiant is the holder, owner and/or servicer of that certain loan or obligation evidenced by a certain promissory note (the "Note") and mortgage, Deed of Trust or Deed to Secure Debt (the "Mortgage") identified as follows:

Deed of Trust dated December 6, 2005 executed by ANDRES CALVO AND CHRISTINE M CALVO, HUSBAND AND WIFE Trustor ARIZONA TITLE AGENCY Trustee, PACIFIC GOLD MORTGAGE GROUP, LLC as Beneficiary; and recorded on December 9, 2005 as Instrument No./Docket-Page No. 2005-1867673 of Official Records of Maricopa County, AZ

Property Address: 7220 W. Sunnyside Dr., Peoria AZ 85345

Legal Description: Lot 379 of Foxfire Three, according to the plat of record in the office of the County Recorder of Maricopa County, Arizona, in Book 254 of Maps, Page 40.

3. Based upon a diligent search of the property records, and the records of Affiant, it appears that the Assignment of Mortgage from PACIFIC GOLD MORTGAGE GROUP, LLC ("Grantor/Assignor") was never recorded and inadvertently not completed, and it is not now obtainable for the following reason, to wit:
ORIGINAL LOST AND NEVER RECORDED
4. That the purpose of this Affidavit is to establish such facts.

20090233502

0 7/12

Date : Wednesday, March 11, 2009

EFFECTIVE DATE: 4/1/08

Wells Fargo Bank, N.A. Attorney-in-Fact for
U.S. Bank National Association, as Trustee for SABR 2006-NC2

By :

Herman John Kennerty

Its: VP of Loan Documentation

STATE OF South Carolina)

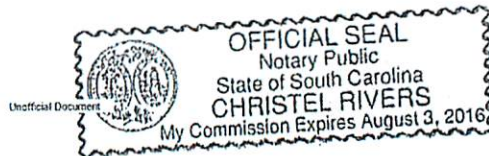
)ss.

COUNTY OF York)

On Wednesday, March 11, 2009, before me, the undersigned, a Notary Public for said State, personally appeared Herman John Kennerty known to me to be the VP of Loan Documentation of the above corporation, and acknowledge execution of the above instrument on behalf of the corporation.

My Commission Expires:

Christel Rivers
Notary Public for South Carolina



Great American Title Agency

Unofficial
Document

RECORDING REQUESTED BY:

WHEN RECORDED MAIL TO:

America's Servicing Company
3476 Stateview Boulevard
MAC #X7801-014
Fort Mill SC 29715T&B NO.: 07-42755
LOAN NO.: 1134026030

APN: 105-69-164

CORPORATION ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns and transfers to U.S. Bank National Association, as Trustee for Asset-Backed Pass-Through Certificates, Series 2006-NC2 all beneficial interest under that certain Deed of Trust dated 07/17/2006 executed by Diana Cano, a single woman Trustor, to Land Title Agency Trustee, and recorded on 07/24/2006 as Instrument No. 2006-0985663 on in Book Page of Official Records of Maricopa County, AZ describing the land therein:

AS PER DEED OF TRUST MENTIONED ABOVE.

Together with the Note or Notes therein described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Deed of Trust

Date: 4/1/09 Effective Date: 10/04/2007Wells Fargo Bank, N.A. Attorney-in-Fact for
New Century Mortgage CorporationBy: Herman John Kennerty
It's: VP of Loan DocumentationSTATE OF South Carolina
COUNTY OF York

On Wednesday, April 01, 2009, before me Lisa Rhyne, a Notary Public for said State, personally appeared Herman John Kennerty personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on 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 South Carolina that the foregoing is true and correct.

WITNESS my hand and official seal.

Signature

Lisa Rhyne

Unofficial
Document

Recording Requested By:
FIRST AMERICAN TITLE INSURANCE COMPANY

When Recorded Mail To:
FIRST AMERICAN TITLE INSURANCE COMPANY
P.O. BOX 961254
FT WORTH, TX 76161-0254

Space above this line for Recorder's use only

APN: 114-30-224-8
TS No.: 20099134001419
@20099134001419@

Title Order No.: 4017950

EFFECTIVE
DATE

2-17-2009

ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned corporation hereby grants, assigns, and transfers to:
US Bank National Association, as Trustee for Asset-Backed Pass-Through Certificates, Series 2006-NC1

all beneficial interest under that certain Deed of Trust dated: 3/14/2006 executed by

MAE FRANCIS RODGERS

Trustor(s), to **AFFILIATED FUNDING**, as Trustee, and recorded on 4/4/2006 as Instrument No. 2006-0450245, in Book , Page in the office of the County Recorder of MARICOPA County, ARIZONA together with the Promissory

Note secured by said Deed of Trust and also all rights accrued or to accrue under said Deed of Trust.

Dated: 4/14/2009

NEW CENTURY MORTGAGE CORPORATION By
Wells Fargo Bank, NA as Attorney in Fact

By: Herman John Kennerty, V.P of Loan Documentation

State Of: South Carolina

County Of: York

I, Wendy Albertson Al-Hammadi, do hereby certify that Herman John Kennerty, V.P of Loan Documentation personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the 14th day of April, 2009.

Wendy Albertson Al-Hammadi (Seal, if necessary)
(Signature of Officer)



010/12

AFFIDAVIT

I, Herman John Kennerty, *VP of Loan Documentation*, of Wells Fargo Bank, N.A., Attorney in Fact* for Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-8 make oath and say that the principal and interest obligation mentioned in the mortgage above referred to were not paid or tendered or performed when due or prior to the sale, and that Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-8 caused to be published on May 14, 2009, May 21, 2009 and May 28, 2009 in the Billerica Minuteman, a newspaper having a general circulation in Billerica, a notice of which the following is a true copy. (See attached Exhibit A)

I also complied with Chapter 244, Section 14 of the Massachusetts General Laws, as amended, by mailing the required notices certified mail, return receipt requested.

Pursuant to said notice at the time and place therein appointed the sale was postponed by public proclamation to July 13, 2009 at 4:00 p.m. upon the mortgaged premises, at which time and place upon the mortgaged premises Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-8 sold the mortgaged premises at public auction by Eve M. Katz, a duly licensed auctioneer, to Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-8 for ONE HUNDRED NINETY-SIX THOUSAND SIX HUNDRED FIVE AND 00/100 (\$196,605.00) DOLLARS bid by Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-8, being the highest bid made therefor at said auction. Said bid was then assigned by Deutsche Bank National Trust Company, as Trustee for GSAA Home

EXHIBIT

07/12

Equity Trust 2006-8 to U.S. Bank National Association as Trustee for GSAA Home Equity Trust 2006-9, Asset-Backed Certificates Series 2006-9, as evidenced by assignment of bid to be recorded herewith as Exhibit 'B'.

Deutsche Bank National Trust Company, as
Trustee for GSAA Home Equity Trust 2006-8
by Wells Fargo Bank, N.A. as Attorney in
Fact*

By: [Signature]
Herman John Kennerty
Vice President Loan Documentation *Attorney in Fact**

*For signatory authority see Limited Power of Attorney recorded herewith.

State of South Carolina

York, ss.

Dec 31, 2009

On this 31 day of December, 2009, before me, the undersigned notary public,
personally appeared Herman John Kennerty, proved to me through satisfactory
evidence of identification, which were personal knowledge (form of identification)
, to be the person whose name is signed on the preceding or attached document, 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.

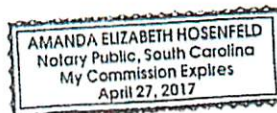
Capacity: (as Attorney in Fact*)

for Deutsche Bank National Trust Company (as Trustee for GSAA Home Equity Trust 2006-8)

Notary Signature

(Affix Seal)

My commission expires: _____





2010092466
 Rcpt: 1312795 Rec: 10.00
 DS: 0.00 IT: 0.00
 06/28/10 K. Garcia, Dpty Clerk
 This space is for recording purposes only

PAULA S. O'NEIL, Ph.D. PASCO CLERK & COMPTROLLER
 06/28/10 03:11pm 1 of 1
 OR BK 8364 PG 567

EXHIBIT

07/12

1/4
 R

Prepared by: DAVID J. STERN, ESQ.
 Record & Return to: 900 South Pine Island Road Suite 400
 Plantation, FL 33324-3920
 09-43219 ASCF

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

Residing or located at c/o WELLS FARGO BANK, N.A., 3476 STATEVIEW BLVD., FT. MILL, SC 29715 herein designated as the assignor, for and in consideration of the sum of \$1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto HSBC BANK USA, NATIONAL ASSOCIATION, AS TRUSTEE FOR DBALT 2006-AF1 residing or located at: C/O AMERICA'S SERVICING COMPANY, 3476 STATEVIEW BLVD., FT. MILL, SC 29715 herein designated as the assignee, the mortgage executed by KIMBERLY A. LOHRY, A MARRIED WOMAN recorded in PASCO County, Florida at book 6654 and page 1383 encumbering the property more particularly described as follows:

LOT 157 ORANGEWOOD VILLAGE UNIT 3, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 8, PAGE 13, PUBLIC RECORDS OF PASCO COUNTY, FLORIDA.

together with the note and each and every other obligation described in said mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee, its successors and assigns forever, but without recourse on the undersigned.

Pursuant to the provisions of Sec. 689.071, Florida Statutes, the within named Trustee has the power and authority to protect, conserve and to sell, or to lease, or to encumber, or otherwise to manage and dispose of the above-described mortgage and the real property encumbered thereby.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed, this 1st day of June, 2010, but effective as of the 19th day of May, 2009.

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.
 (CORPORATE SEAL)

ATTEST:

WITNESS:

Print Name: Camille Garcia

WITNESS:

Print Name: Marissa Blanton

STATE OF South Carolina
 COUNTY OF York

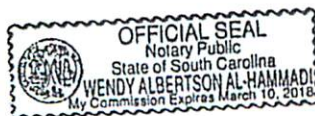
BY:

PRINT NAME: John Kennerly
 TITLE: Assistant Secretary

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 1st day of June 2010, within my jurisdiction, the within named John Kennerly who is personally known to me and who acknowledged to me that (s)he is Assistant Secretary and that for and on behalf of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 1st day of June 2010.

NOTARY PUBLIC



PBM *F09-43219* *D1104*