

# EXHIBIT 20 (1)

MARGARET CARSWELL,  
Plaintiff

v.

JP MORGAN CHASE BANK N.A.,  
CALIFORNIA RECONVEYANCE CO.,  
and DOES 1-150, inclusive,  
Defendants.

**Plaintiff's Exhibit 20** part 1

No. CV10-5152 GW (PLAx)

# Introduction

*In earlier years, under the traditional mortgage model, a homeowner borrowed money from a single bank and then paid back the same bank... Nowadays, a single mortgage loan may be sold dozens of times between various banks across the country.*

*Further, the financial industry now commonly bundles the rights to thousands of individual loans into a mortgage-backed security (MBS). The securitization process is complicated and requires several properly executed transfers. If at any point the required legal steps are not followed to the letter, then the ownership of the mortgage loan could fall into question.*

From the Congressional Oversight Panel  
November 2010 Report on Mortgage Irregularities



Office of the Attorney General  
*Economic Crimes Division*



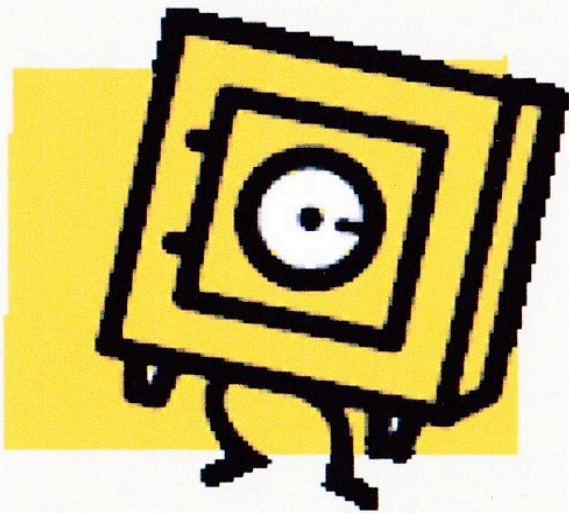
**UNFAIR, DECEPTIVE  
AND UNCONSCIONABLE  
ACTS IN  
FORECLOSURE CASES**

PREPARED BY: JUNE M. CLARKSON, THERESA B. EDWARDS AND RENE D. HARROD

Green stripe indicates pages from Florida AG's Report released 1/04/11

## The History of Mortgages in America

- Bankers used to take the original note and mortgage and secure it in the bank vault.



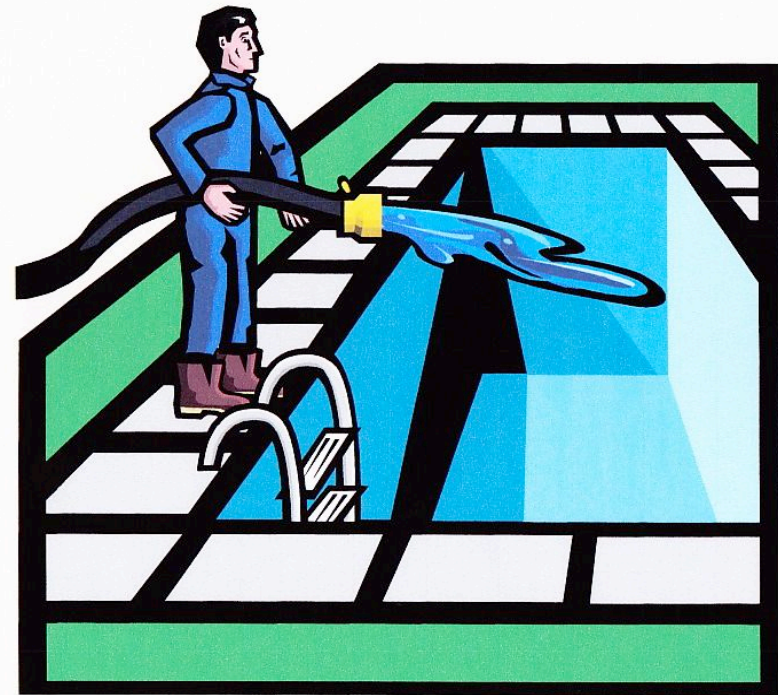
## Mortgage-Backed Trusts

- As the mortgage industry grew, bankers began securing the notes in mortgage-backed trusts
- Trusts are a bundle of 5,000 notes secured by mortgages
- A bundle of notes may contain 5,000 notes and mortgages with a face value of \$1.5 Billion



## Sales & Servicing of Trusts

- These Trusts were packaged as Residential Mortgage-Backed Securities (“RMBS”) and could be sold to investors in bite-sized pieces
- The rules for the operation of these RMBS trusts were set forth in “Pooling and Servicing Agreements”



**EXECUTION VERSION**

WaMu ASSET ACCEPTANCE CORP.,

as Depositor

and

WASHINGTON MUTUAL BANK,

as Servicer

and

LASALLE BANK NATIONAL ASSOCIATION,

as Trustee

and

CHRISTIANA BANK & TRUST COMPANY,

as Delaware Trustee

POOLING AND SERVICING AGREEMENT

\$1,100,051,573.81

WaMu Mortgage Pass-Through Certificates Series 2007-OA1 Trust

WaMu Asset Acceptance Corp.

WaMu Mortgage Pass-Through Certificates

Series 2007-OA1

Cut-Off Date: January 1, 2007

This is the cover page of the Pooling and Servicing Agreement (PSA) for the REMIC Trust into which Plaintiff's Note was bundled. It is available on the website of the SEC.



## The Travels of a RMBS bundle

- Trust bundles travel from:
  - The Lender
  - To the Depositor
  - To the Securities Company
  - To the Trustee



## When it doesn't work quite right . . .

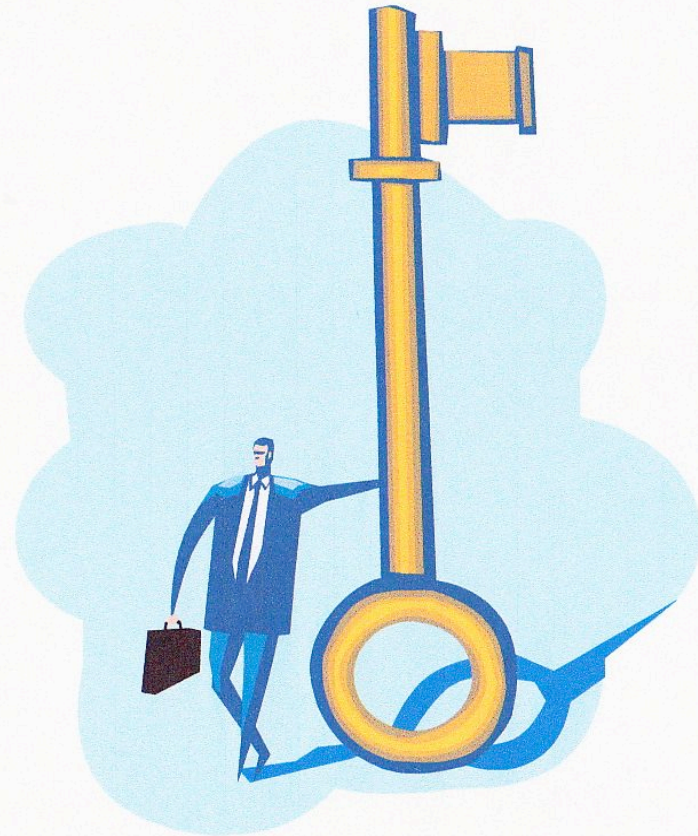


- Sometimes a note or a mortgage gets lost.



## IMPORTANT: The Key

- The key to the problems regarding foreclosures of mortgages are the **ASSIGNMENTS** of mortgage.



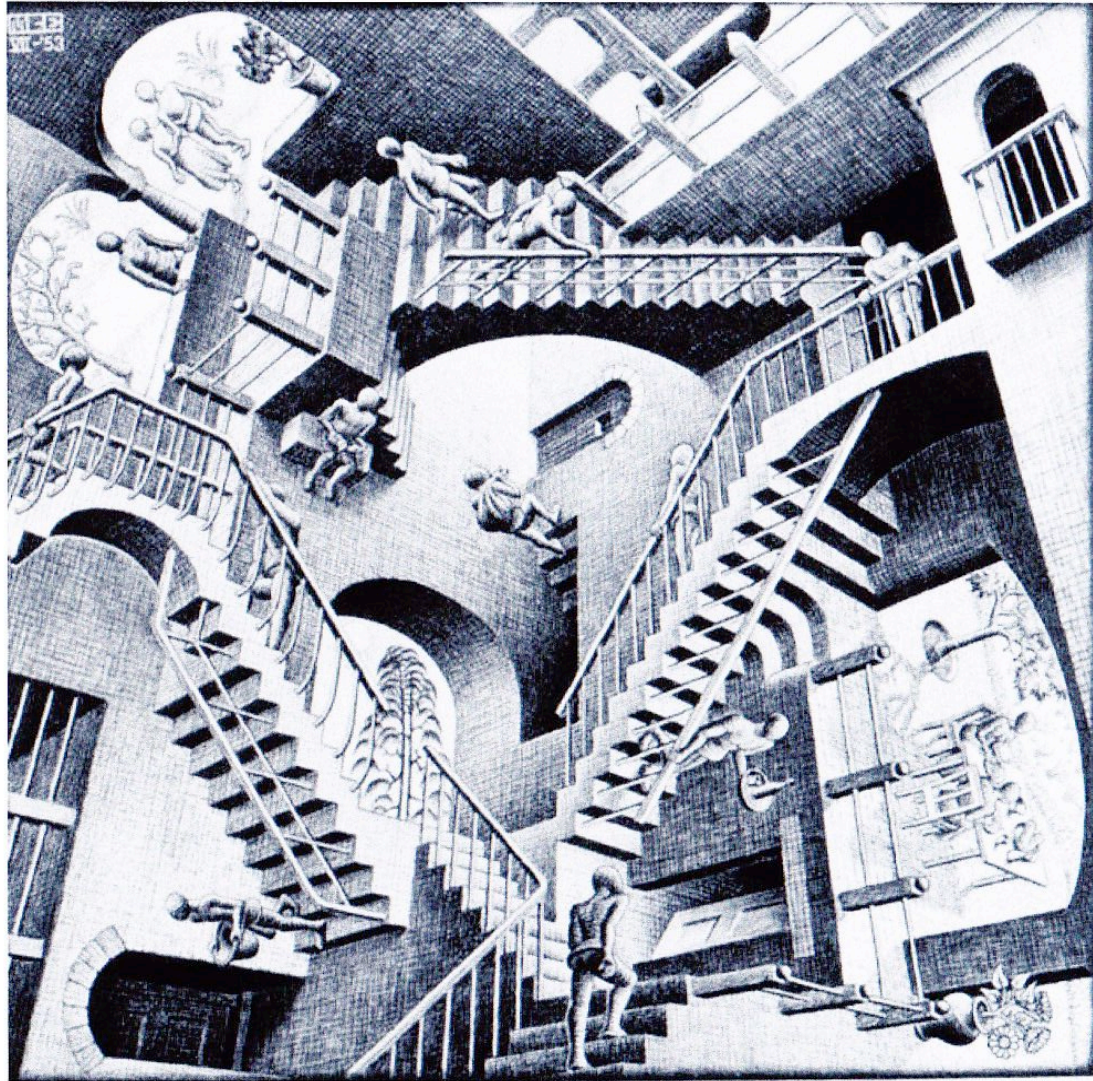
## What if there is no valid assignment?

- A valid assignment transfers the ownership of the mortgage and allows the assignee of the assignment to begin a foreclosure action.
- Only the holder/owner of the note and mortgage can institute a foreclosure action if the homeowner stops making their mortgage payments.



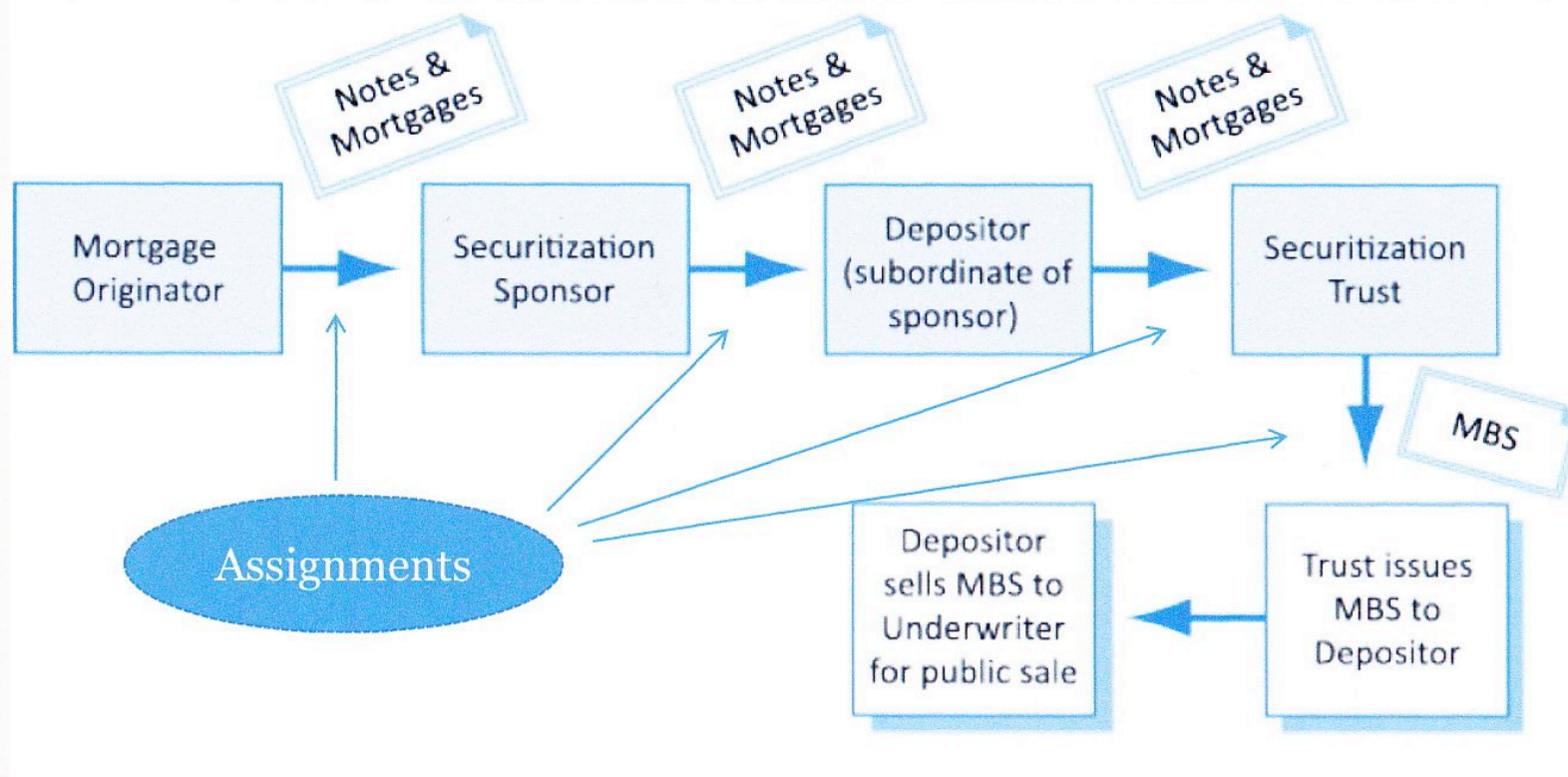
If the mortgage is not properly assigned....

the result is chaos.



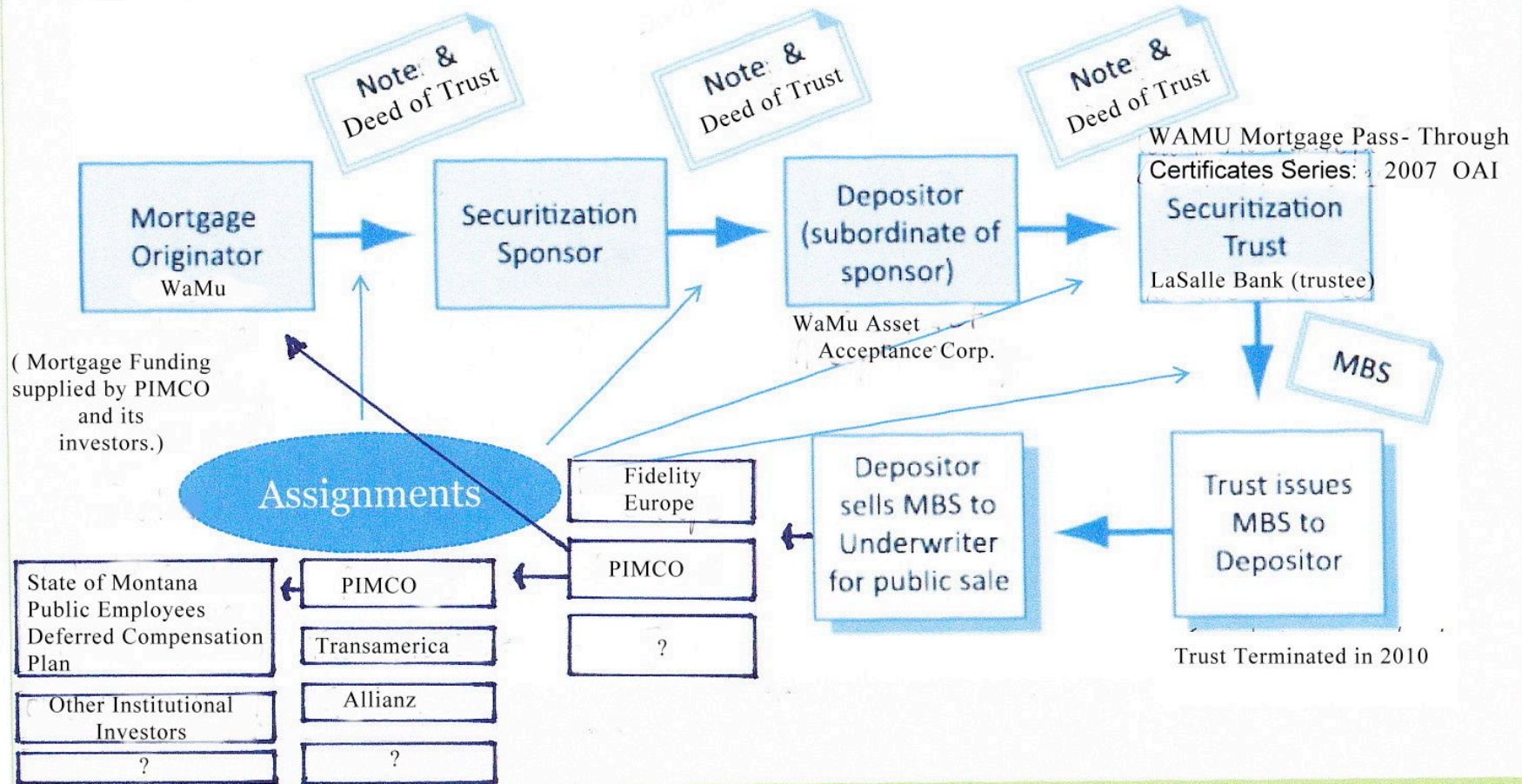
1A

# The Paperwork in Securitization Process



# The Paperwork in Securitization Process

for Plaintiffs Mortgage 2007



- The Deed of Trust (Exhibit 12), the security backing Plaintiff's Promissory Note, was held by California Reconveyance Company (CRC) on behalf of WaMu. The Note left WaMu's possession immediately after the closing, when it was securitized. Therefore the Note and its collateral were immediately separated.



- CRC filed an Assignment of Deed of Trust (Exhibit 2) almost three years later, assigning all its beneficial interest to BofA. However, the Pooling and Servicing Agreement (PSA) shows that the pool was closed on January 25, 2007, when SEC Form 8-K was filed. No changes are permitted after the date of filing.
- The DoT and the Note remained separated, contrary to the “Important Notice” at the top of the Assignment of Trust which reads: “After having been recorded, this Assignment should be kept with the Note and the Deed of Trust hereby assigned.”
- The REMIC Trust was terminated October 15, 2010.



# Execution of the Assignments

- The Banks appointed individuals to execute the assignments

**JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**  
**INCUMBENCY CERTIFICATE**

I HEREBY CERTIFY that I am an Assistant Secretary of JPMorgan Chase Bank, N.A. and that the following individual, holding the title set forth opposite his/her name, is a duly elected officer of JPMorgan Chase Bank, N.A. and is authorized to sign deeds, endorsement assignments, leases, affidavits, modification and assumption agreements, substitutions of trustee, documents relating to foreclosures and bankruptcies, contracts and any other instruments that are appropriate in the ordinary course of servicing loans including but not limited to, instruments to convey, sell, assign, encumber, lease, release, discharge, disclaimer or otherwise transfer any interest in real or personal property ownership by the Company or in which the Company has a security or other interest.

Name:	Title to which appointed:
Karime Arias	Vice President
Colleen Irby	Vice President
Deborah Brignac	Vice President
Huey-Jen Chiu	Vice President
Hana Konupelt	Vice President
Shelonda Anderson	Vice President
Barbara Batten	Vice President
Sharon Beatty	Vice President
Blake Beltz	Vice President
Jennifer Benton	Vice President
Rodger Berry	Vice President
Elizabeth Boulton	Vice President
Tracey Brown	Vice President
Diane Michelle Buckolew	Vice President
Robyn Carbonell	Vice President
Jonathan Courson	Vice President
Margaret Dillon	Vice President
Joanne Dyson	Vice President
Jimmie Edwards	Vice President

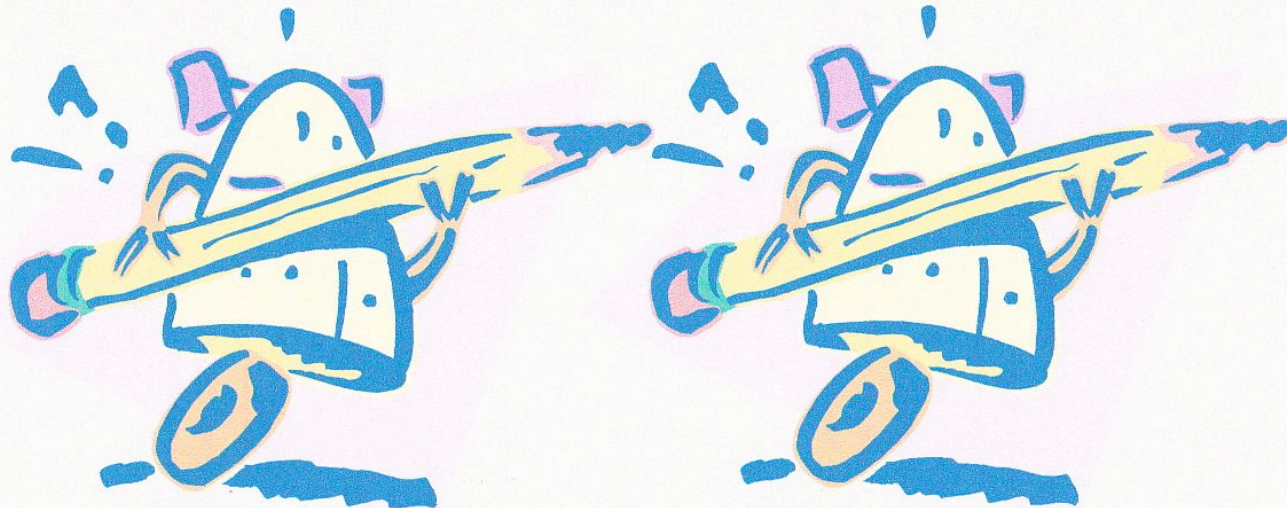
  
 2008 00011137  
 BL: 44804 Pg: 318 Doc: VOTE  
 Page: 1 of 2 02/08/2008 09:29 AM  
  
 Attested hereto  
*Francis M. Roache*  
 Francis M. Roache  
 Register of Deeds  
  
  
 2008 00023817  
 BL: 10242 Pg: 362 Doc: VOTE

21

Please note the third name down on the list, "Deborah Brignac" 17

## Execution of the Assignments

- Many individuals who executed the assignments knew nothing about the documents they were signing, these individuals are referred to as “robo-signers”



## Execution of the Assignments

- Individuals included bank employees, law firm employees (lawyers, paralegals, and even secretaries) and document preparation and processing company employees
- Thousands and thousands and thousands of assignments . . . signed weekly.



## Fraudulent Practices come in all shapes and sizes

- Robo-signers
- Fake witnesses
- Fake notaries
- Fake documents
- False affidavits

## Problems with Assignments



- Not executed by the authorized person
- Signatures not witnessed properly by the “witnesses”
- Signatures not properly notarized by a notary



# Forgeries In Assignments

# Variations of Deborah Brignac

## Signature 1

# Plaintiff's Assignment of Deed of Trust

requested by title court

RECORDING REQUESTED BY  
CALIFORNIA RECONVEYANCE COMPANY

AND WHEN RECORDED MAIL TO  
CALIFORNIA RECONVEYANCE COMPANY  
9200 Oakdale Avenue  
Mail Stop: CA2-4379  
Chatsworth, CA 91311

2009-0053968

Recorded  
Official Records  
County of  
Santa Barbara  
Joseph E. Holland

REC FEE 14.00

PL  
09:01:44 02-Sep-2009 Page 1 of 2

Space above this line for recorder's use only

Trustee Sale No. 438472CA Loan No. 3013137207 Title Order No. 195071

### IMPORTANT NOTICE

NOTE: After having been recorded, this Assignment should be kept with the Note and the Deed of Trust hereby assigned.

### ASSIGNMENT OF DEED OF TRUST

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to Bank of America, National Association as successor by merger to "LaSalle Bank NA as trustee for WaMu Mortgage Pass-Through Certificates Series 2007-OA1 Trust" all beneficial interest under that certain Deed of Trust dated 12/20/2006, executed by MARGARET CARSWELL, AN UNMARRIED WOMAN, as Trustor; to CALIFORNIA RECONVEYANCE COMPANY as Trustee; and Recorded 12/28/2006, Book , Page , Instrument 2006-0100995 of official records in the Office of the County Recorder of SANTA BARBARA County, California. APN: 047-103-04-00 Situs: 845 SEA RANCH DRIVE, , SANTA BARBARA, CA 93109

TOGETHER with the note or notes therein described and secured thereby, the money due and to become due thereon, with interest, and all rights accrued or to accrue under said Deed of Trust including the right to have reconveyed, in whole or in part, the real property described therein.

DATE: September 01, 2009

JPMorgan Chase Bank, National Association, successor in interest to WASHINGTON MUTUAL BANK, FA

  
Deborah Brignac, Vice President



# Brignac signatures on Plaintiff's Notices of Trustee's Sale (Ex 13, 14)

2A

Recording Requested By  
ServiceLink  
RECORDING REQUESTED BY  
CALIFORNIA RECONVEYANCE COMPANY  
AND WHEN RECORDED MAIL TO  
CALIFORNIA RECONVEYANCE COMPANY  
9200 Oakdale Avenue  
Mail Stop: CA2-4379  
Chatsworth, CA 91311  
800-892-6902

2009-0072712  
Recorded REC FEE 15.00  
Official Records  
County of Santa Barbara  
Joseph E. Holland  
HL  
08:01AM 07-Dec-2009 Page 1 of 3

Trustee Sale No. 438472CA  
Loan No. 3013137207  
Title Order No. 198071

3

Space above this line for recorder's use only

## NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 12/20/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 12/23/2009 at 01:00 PM, CALIFORNIA RECONVEYANCE COMPANY and pursuant to Deed of Trust Recorded 12/28/2006, Book 11770, Page 11770, the Office of the Recorder of SANTA BARBARA County, California, UNMARRIED WOMAN, as Trustor, WASHINGTON MUTUAL BANK, as Trustee, the highest bidder for cash, cashier's check drawn by a federal credit union, or a cashier's check drawn by a savings bank specified in section 5102 of the Financial Code, by the duly appointed trustee as shown hereinafter described property under warranty, expressed or implied, note(s) secured by the Deed of Trust, amount (at the time of sale) may be greater than the amount of the loan.

In compliance with California Civil Code 2923.5(c) the mortgagee, trustee, beneficiary, or authorized agent declares: that it has contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure; or that it has made efforts to contact the borrower(s) to assess their financial situation and to explore options to avoid foreclosure by one of the following methods: by telephone; by United States mail; either 1<sup>st</sup> class or certified; by overnight delivery; by personal delivery; by e-mail; by face to face meeting.

**SEE ATTACHED EXHIBIT**  
CALIFORNIA RECONVEYANCE COMPANY IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DATE: 12-03-2009  
CALIFORNIA RECONVEYANCE COMPANY, as Trustee  
(714) 258-7850 or www.fidelityvasap.com  
(714) 573-1965 or www.primortgage.com  
DEBORAH BRIGNAC, VICE PRESIDENT  
9200 OAKDALE AVE  
MAILSTOP N110812  
CHATSORTH, CA 91311

SEA RANCH DRIVE  
SANTA BARBARA, CA 93109  
APN Number: 047-103-04-00  
Correctness of the street address and other common information heretofore described is being sold "as is".

Recording Requested By  
ServiceLink requested by title court  
RECORDING REQUESTED BY  
CALIFORNIA RECONVEYANCE COMPANY  
AND WHEN RECORDED MAIL TO  
CALIFORNIA RECONVEYANCE COMPANY  
9200 Oakdale Avenue  
Mail Stop: CA2-4379  
Chatsworth, CA 91311  
800-892-6902

2010-0034985  
Recorded REC FEE 24.00  
Official Records  
County of Santa Barbara  
Joseph E. Holland  
HL  
08:01AM 01-Jul-2010 Page 1 of 3

Trustee Sale No. 242186CA  
Loan No. 3013137207  
Title Order No. 411063

3

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## NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 12-20-2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 07-22-2010 at 01:00 PM, CALIFORNIA RECONVEYANCE COMPANY and pursuant to Deed of Trust Recorded 12-28-2006, Book 11770, Page 11770, the Office of the Recorder of SANTA BARBARA County, California, UNMARRIED WOMAN, as Trustor, WASHINGTON MUTUAL BANK, as Trustee, the highest bidder for cash, cashier's check drawn by a federal credit union, or a cashier's check drawn by a savings bank specified in section 5102 of the Financial Code, by the duly appointed trustee as shown hereinafter described property under warranty, expressed or implied, note(s) secured by the Deed of Trust, amount (at the time of sale) may be greater than the amount of the loan.

In compliance with California Civil Code 2923.5(c) the mortgagee, trustee, beneficiary, or authorized agent declares: that it has contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure; or that it has made efforts to contact the borrower(s) to assess their financial situation and to explore options to avoid foreclosure by one of the following methods: by telephone; by United States mail; either 1<sup>st</sup> class or certified; by overnight delivery; by personal delivery; by e-mail; by face to face meeting.

DATE: 07-01-2010  
CALIFORNIA RECONVEYANCE COMPANY, as Trustee  
(714) 258-7850 or www.fidelityvasap.com  
(714) 573-1965 or www.primortgage.com  
DEBORAH BRIGNAC, VICE PRESIDENT  
9200 OAKDALE AVE  
MAILSTOP N110812  
CHATSORTH, CA 91311

**SEE ATTACHED EXHIBIT**  
CALIFORNIA RECONVEYANCE COMPANY IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

SEA RANCH DRIVE  
SANTA BARBARA, CA 93109  
APN Number: 047-103-04-00  
Correctness of the street address and other common information heretofore described is being sold "as is".

In compliance with California Civil Code 2923.5(c) the mortgagee, trustee, beneficiary, or authorized agent declares: that it has contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure; or that it has made efforts to contact the borrower(s) to assess their financial situation and to explore options to avoid foreclosure by one of the following methods: by telephone; by United States mail; either 1<sup>st</sup> class or certified; by overnight delivery; by personal delivery; by e-mail; by face to face meeting.

# More Brignac signatures (other properties)

PS  
 Recording Requested by  
**ServiceLink**  
 RECORDING REQUESTED BY  
 CALIFORNIA RECONVEYANCE COMPANY  
 AND WHEN RECORDED MAIL TO  
 CALIFORNIA RECONVEYANCE COMPANY  
 9200 Oakdale Avenue  
 Mail Stop: CA2-4379  
 Chatsworth, CA 91311  
 800-892-6902  
**Trustee Sale No. 236468CA**  
 Loan No. 0707397527  
 Title Order No. 602132739

2009-0060925  
 Recorded REC FEE 15.00  
 Official Records  
 County of Santa Barbara  
 Joseph E. Holland  
 ML  
 08:01AM 06-Oct-2009 Page 1 of 3

3

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## NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 10/31/2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 10/22/2009 at 01:00 PM, CALIFORNIA RECONVEYANCE COMPANY as the duly appointed Trustee and pursuant to Deed of Trust Recorded 11/04/2005, Book , Page , Instrument 2005-0107248, the Office of the Recorder of SANTA BARBARA County, California, executed by: TEODORO GUTIERREZ, HUSBAND AND WIFE AS JOINT TENANTS, as Trustor, declares: Beneficiary, will sell at public auction sale to the highest bidder for cash, cashier's check drawn on a cashier's check drawn by a state or federal credit union, or a cashier's check drawn by a state or federal credit union association, savings association, or business in this state. Sale to be conveyed to and

In compliance with California Civil Code 2923.5(c) the mortgagee, trustee, beneficiary, or authorized agent declares: that it has contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure; that it has made efforts to contact the borrower(s) to assess their financial situation and to explore options to avoid foreclosure by one of the following methods: by telephone; by United States mail; either 1<sup>st</sup> class or certified; by overnight delivery; by personal delivery; by e-mail; by face to face meeting.

SEE ATTACHED EXHIBIT

DATE: 10-02-2009  
 CALIFORNIA RECONVEYANCE COMPANY, as Trustee  
 (714) 259-7850 or [www.fideliviasap.com](http://www.fideliviasap.com)  
 (714) 573-1965 or [www.prioritvposting.com](http://www.prioritvposting.com)

CALIFORNIA RECONVEYANCE COMPANY IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DEBORAH BRIGNAC, VICE PRESIDENT  
 9200 OAKDALE AVE  
 MAILSTOP N110612  
 CHATSWORTH, CA 91311

INSTRUMENT NO. 80-42795, SILA M. TONASCIA HER RIGHT TO USE THE SURFACE OF SAID LAND OR FROM THE SURFACE THEREOF DOWN TO A DEPTH OF 500 FEET SITES EACH CONSIST OF A PARCEL OF LAND 200 FEET SQUARE WITH THE DOT SHOWING SAID WELL- SITES IN THE CENTER THEREOF. ALSO EXCEPTING THEREFROM THE RIGHT TO ENTER THE ABOVE-DESCRIBED PROPERTY FOR THE PURPOSE OF GETTING TO AND FROM SAID WELL-SITES AND FOR PIPELINE PURPOSES TO AND FROM SAID WELL-SITES.

Amount of unpaid balance and other charges: \$504,001.02 (estimated)

Plaintiff's Exhibit "16"

PS  
 Recording Requested By  
**ServiceLink**  
 RECORDING REQUESTED BY  
 CALIFORNIA RECONVEYANCE COMPANY  
 AND WHEN RECORDED MAIL TO  
 CALIFORNIA RECONVEYANCE COMPANY  
 9200 Oakdale Avenue  
 Mail Stop: CA2-4379  
 Chatsworth, CA 91311  
 800-892-6902  
**Trustee Sale No. 436468CA**  
 Loan No. 3061453357  
 Title Order No. 602133017

2009-0061176  
 Recorded REC FEE 15.00  
 Official Records  
 County of Santa Barbara  
 Joseph E. Holland  
 ML  
 08:01AM 07-Oct-2009 Page 1 of 3

3

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## NOTICE OF TRUSTEE'S SALE

YOU ARE IN DEFAULT UNDER A DEED OF TRUST DATED 02/01/2006. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDINGS AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On 10/26/2009 at 01:00 PM, CALIFORNIA RECONVEYANCE COMPANY as the duly appointed Trustee and pursuant to Deed of Trust Recorded 02/03/2006, Book , Page , Instrument 2006-0107248, the Office of the Recorder of SANTA BARBARA County, California, executed by: TEODORO GUTIERREZ, HUSBAND AND WIFE AS JOINT TENANTS, as Trustor, declares: Beneficiary, will sell at public auction sale to the highest bidder for cash, cashier's check drawn on a cashier's check drawn by a state or federal credit union, or a cashier's check drawn on a cashier's check drawn by a state or federal credit union association, savings association, or business in this state. Sale to be conveyed to and

In compliance with California Civil Code 2923.5(c) the mortgagee, trustee, beneficiary, or authorized agent declares: that it has contacted the borrower(s) to assess their financial situation and to explore options to avoid foreclosure; that it has made efforts to contact the borrower(s) to assess their financial situation and to explore options to avoid foreclosure by one of the following methods: by telephone; by United States mail; either 1<sup>st</sup> class or certified; by overnight delivery; by personal delivery; by e-mail; by face to face meeting.

SEE ATTACHED EXHIBIT

DATE: 10-05-2009  
 CALIFORNIA RECONVEYANCE COMPANY, as Trustee  
 (714) 259-7850 or [www.fideliviasap.com](http://www.fideliviasap.com)  
 (714) 573-1965 or [www.prioritvposting.com](http://www.prioritvposting.com)

CALIFORNIA RECONVEYANCE COMPANY IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

DEBORAH BRIGNAC, VICE PRESIDENT  
 9200 OAKDALE AVE  
 MAILSTOP N110612  
 CHATSWORTH, CA 91311

INSTRUMENT NO. 80-42795, SILA M. TONASCIA HER RIGHT TO USE THE SURFACE OF SAID LAND OR FROM THE SURFACE THEREOF DOWN TO A DEPTH OF 500 FEET SITES EACH CONSIST OF A PARCEL OF LAND 200 FEET SQUARE WITH THE DOT SHOWING SAID WELL- SITES IN THE CENTER THEREOF. ALSO EXCEPTING THEREFROM THE RIGHT TO ENTER THE ABOVE-DESCRIBED PROPERTY FOR THE PURPOSE OF GETTING TO AND FROM SAID WELL-SITES AND FOR PIPELINE PURPOSES TO AND FROM SAID WELL-SITES.

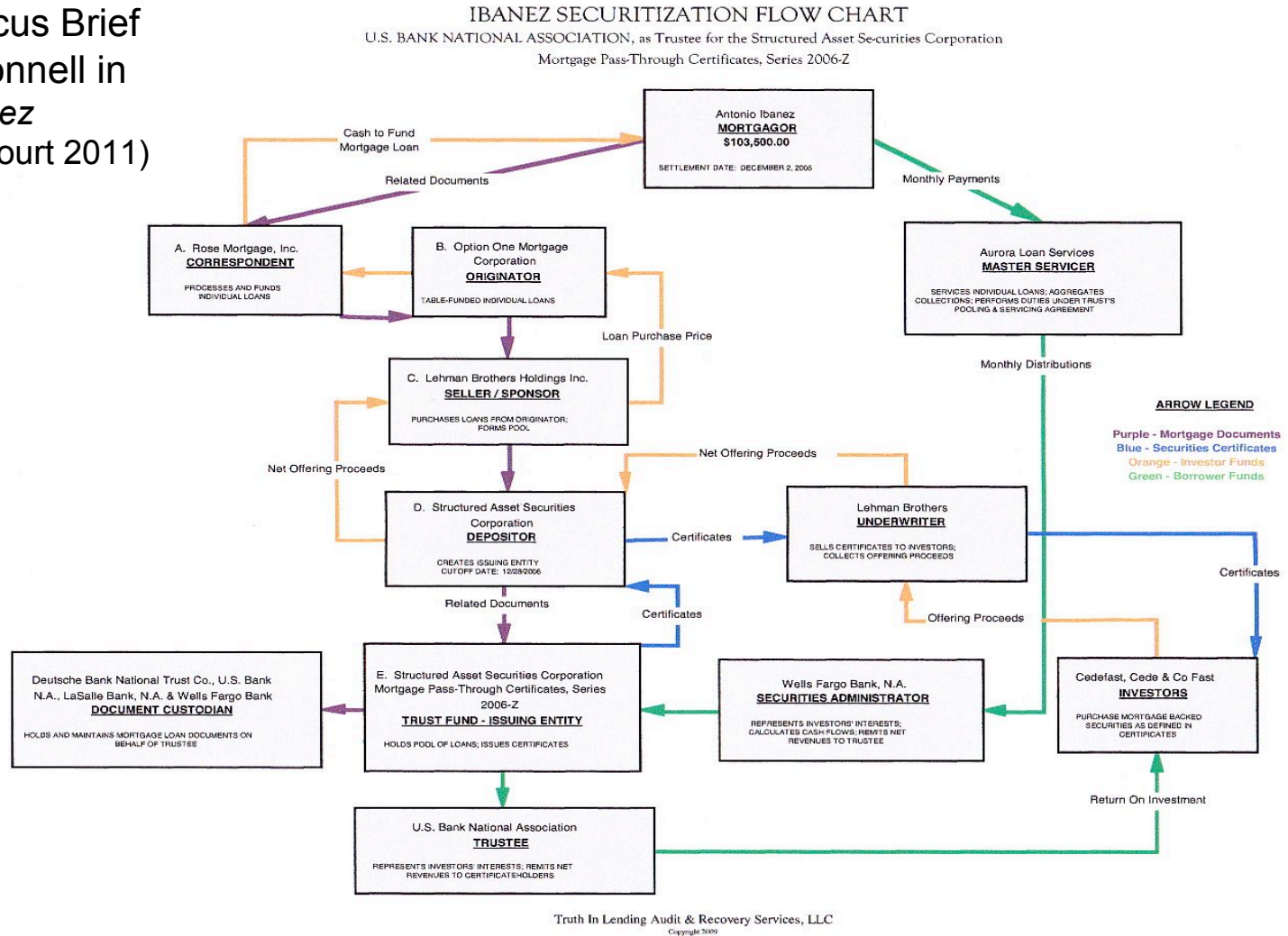
Plaintiff's Exhibit "17"

## Misuse of Falsified Assignments



- Improper assignments were recorded in the county land records offices
- Improper assignments were submitted to the Court in support of foreclosure motions
- Improper assignments were accepted by the Court as valid assignments that substantiated the foreclosure
- Homeowners were foreclosed upon based upon falsified assignments, by a bank who was not the true holder of the note.
- If the foreclosure judgment is obtained by a bank that does not hold the note, then the homeowner risks a second lawsuit by the real note holder, and possibly a having a second judgment against them on one property.

Exhibit to Amicus Brief  
of Marie McDonnell in  
*US Bank v. Ibanez*  
(MA Supreme Court 2011)



*The securitization process is complicated...*

## TIMELINE

- **1992: Property Purchase**

Plaintiff (P) acquired her property in 1992 for \$750,000 in the City of Santa Barbara CA.



- **1994: Home Construction**

P designed and built her home herself. She raised her 3 children in this home in addition to developing her business, Earth First Construction. This was funded through a series of mortgages (all of which were paid off) culminating in this, the 6th mortgage.

- **December 20, 2006: WaMu mortgage signing**

Plaintiff signed what she believed to be a mortgage agreement between herself as borrower and Washington Mutual Bank (WaMu) as lender. It is a negative amortized loan, which means it is not for a fixed amount of money. Therefore it does not meet the criteria for a negotiable instrument, UCC-104, and is instead a security instrument.

- **December 28, 2006: “funding”**

P received approximately one million dollars. She does not know who provided the funds or where the funds originated.

- **Before the end of December 2006: securitization**

P's note was bundled with tens of thousands of other notes and pooled into WaMu Mortgage Pass-Through Certificates Series 2007-0A1 Trust, with LaSalle Bank NA as trustee.

P discovered this, and what follows, through her own research. It was not disclosed to her prior to or during the contract signing.

WaMu Mortgage Pass-Through Certificates Series 2007-0A1 Trust was a Real Estate Mortgage Investment Conduit (REMIC) Trust. REMICs were created by investment banks to avoid the payment of taxes to the IRS, so by the terms of the PSA, the Trust could not hold the mortgage notes.

WaMu transferred P's note to the REMIC Trust, where it hit a wall and was vaporized so that the Trust would not pay taxes.

- **January 1, 2007**

The cut-off date of the Pooling and Servicing Agreement (PSA) which governed this REMIC Trust.

- **January 25, 2007**

The closing date of the Trust after which no changes or additions were permitted.

- **February 2, 2007: SEC Filing**

The PSA, together with the Prospectus and Supplement to the Prospectus, were filed with the Securities Exchange Commission.



- **2007 to 2009**

The WaMu Certificates Trust was pooled with other Trusts into mortgage backed securities (MBS) and collateralized debt obligations (CDOs).

These were placed into portfolios and marketed by Pacific Investment Management Company (PIMCO), which Plaintiff is informed and believes pre-purchased her mortgage.



Distributor: Transamerica Capital, Inc.

Portfolio Holdings as of 06/30/2009\*

*Pacific Investment Management Co.*

**Transamerica PIMCO Total Return<sup>^</sup>**

One such portfolio in P's case

Security Description	% of Total Market Value
Fannie Mae TBA	7.81%
Ginnie Mae TBA, Pool 611	6.21%
Fannie Mae, Pool 890807	4.24%
Fannie Mae, Pool 995021	4.01%
Ginnie Mae TBA, Pool 0	2.41%
New York Life Global Funding, -144A	1.94%
Fannie Mae TBA	1.73%
Fannie Mae, Pool 745336	1.69%
ING Bank NV, -144A	1.50%
Fannie Mae, Pool 748848	1.43%

Freddie Mac TBA	0.16%
Merrill Lynch & Co., Inc. (MTN)	0.16%
City of Chicago Illinois	0.15%
Goldman Sachs Group, Inc.	0.15%
Altria Group, Inc.	0.15%
Fannie Mae, Pool 960809	0.15%
CS First Boston Mortgage Securities Corp., Series 2003-AR15, Class 2A1	0.15%
Bear Stearns Adjustable Rate Mortgage Trust, Series 2005-2, Class A2	0.15%
WAMU Mortgage Pass-Through Certificates, Series 2007-OAI, Class A1A	0.15%
Freddie Mac, Series 2896, Class CA	0.15%
Reynolds American, Inc.	0.15%

Ginnie Mae, Pool 687844	0.84%
Fannie Mae, Series 2005-47, Class PA	0.83%
Wachovia Bank Commercial Mortgage Trust, Series 2006-WL7A, Class A1, -144A	0.82%
Deutsche Bank AG	0.81%
Wells Fargo & Co.	0.72%
Barclays Bank PLC	0.72%
SMEG Preferred Capital, Ltd., Reg S	0.68%
Fannie Mae, Pool 888632	0.67%
Freddie Mac, Series 3253, Class A	0.67%
Massachusetts Health & Educational Facilities Authority	0.64%
Freddie Mac, Series 3149, Class QID	0.62%
Fannie Mae, Pool 695784	0.59%
Fannie Mae, Pool 832797	0.58%
Export-Import Bank of Korea	0.58%
Bank of America Corp.	0.56%
	0.55%
	0.54%

TF0709PIMTR

- **October 21, 2007**

LaSalle Bank (the Trustee for WaMu Pass-Through Certificates Trust) was acquired by Bank of America.

- **September 25, 2008: Chase acquired WaMu**

FDIC placed Washington Mutual into bankruptcy.

Within 24 hours, Chase Bank acquired all remaining WaMu assets for 0.3 cents on the dollar, pursuant to a Purchase and Assumption Agreement.

There were no other bidders.

The Purchase and Assumption Agreement continues to be the subject of considerable protracted litigation.

- **September 2, 2009**

An Assignment of Deed of Trust was recorded on P's property assigning all beneficial interest to BofA. It bears one of the signatures of "Deborah Brignac".

- **December, 2009**

After many requests for proof from Chase that P was obligated to pay them, P stopped sending them money.

- **January 29, 2010**

P and a witness met with the manager and assistant manager of the Santa Barbara branch of Bank of America, who categorically denied that BofA had any interest in her mortgage.

- **March 17, 2010: Reconveyance Request**

P wrote to California Reconveyance Company (CRC) as trustee under her Deed of Trust to request that it reconvey her property (Exhibit 3).

- **April 30, 2010: QWR**

P sent a Qualified Written Request (Exhibit 5), pursuant to the Real Estate Settlement Procedures Act, to CRC. No response was received.

- **July 1, 2010**

A Notice of Trustee's Sale was filed on P's property. It names CRC as Trustee and bears a suspect signature of "Deborah Brignac", Vice-President of CRC.

- **July 14, 2010: Legal Action**

P's property is located in California, a non-judicial foreclosure state. To stop the defendants from selling her property, P filed a lawsuit against Chase Bank and CRC.

- **On or before October 15, 2010**

The WaMu Mortgage Pass-Through Certificates Series 2007-OA1 Trust was terminated.

No report on this Trust was listed in 2010 in IRS Publication 938, which lists all active REMIC Trusts.

- The authority of Power of Sale is mentioned only once in the contractual documents, in the Deed of Trust, (page 3 under Transfer of Rights in the Property) where it reads: *“Borrower...conveys to Trustee, in trust, with power of sale, the following described property...”*

- The Note authorizes only the Note Holder to deliver a Notice of Default to the Borrower. (§ 7C)
- The Deed of Trust states: “If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute a written notice of the occurrence of an event of default and of Lender’s election to cause the Property to be sold.” (§ 22 ¶ 2)



- The Deed of Trust states in §23, “Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all Notes evidencing debt secured by this Security Instrument to Trustee.”

All Notes must be delivered upon sale for the same reason - to guarantee clear title.

- The party seeking to effect a power of sale must be able to show that it is acting under the authority of the Lender, aka the holder-owner-beneficiary-mortgagee-principal-obligee-secured party. Only the Lender has the power of sale.
- Chase bank as servicer is acting as the agent of an unknown principal. CRC, which is either owned by Chase or operates as its exclusive agent, is acting as trustee after assigning the Deed of Trust to BofA. The authority to act, if any, of Defendants has not been disclosed.

*Clear and uncontested property rights are the foundation of the housing market. If these rights fall into question, that foundation could collapse. Borrowers may be unable to determine whether they are sending their monthly payments to the right people.*

From the Congressional Oversight Panel's November 2010 report on Mortgage Irregularities

- Where is P's mortgage note?
- Who holds the note?
- Who owns the note?
- Who is the lender-holder-owner-beneficiary-mortgagee-principal-obligee-secured party?
- To whom P is indebted?

*I believe that banking institutions are more dangerous to our liberties than standing armies. If the American people ever allow private banks to control the issue of their currency, first by inflation, then by deflation, the banks and corporations that will grow up around [the banks] will deprive the people of all property until their children wake-up homeless on the continent their fathers conquered.*

Thomas Jefferson