



65 SIGNS THAT YOUR FORECLOSURE DOCUMENTS COULD BE FRAUDULENT

1. The Mortgage or Deed of Trust is assigned from the Originator directly to the Trustee for the Securitized Trust.
2. The Mortgage or Deed of Trust is assigned months and sometimes years after the date of the origination of the underlying mortgage note.
3. The Mortgage or Deed of Trust is assigned from the initial aggregator directly to the Securitized Trust with no assignments to the Depositor or the Sponsor for the Trust.
4. The Mortgage or Deed of Trust is executed, dated or assigned in a manner inconsistent with the mandatory governing rules of Section 2.01 of the Pooling and Servicing Agreement.
5. The assignment of the Mortgage or Deed of Trust is executed by a legal entity that was no longer in existence on the date the document was executed.
6. The assignment of the mortgage or Deed of Trust is executed by an entity whose name is different than the entity named in the original document (i.e., National City Bank Corporation in lieu of ABC Corporation as a division of National City Bank).
7. The assignment was executed by a party pursuant to a Power of Attorney but no Power of Attorney is attached to the instrument or filed with the instrument or otherwise recorded with local land registry.
8. The mortgage note is allegedly transferred in a single document along with the Mortgage or Deed of Trust (i.e., "Assignment of the Note and Mortgage"). You cannot "assign" a mortgage note. You can only "negotiate" a mortgage note under Article 3 of the UCC.
9. The assignment is executed by a party who claims to be an "attorney in fact" for the assignor.
10. The assignment is notarized by a notary in Dakota County, Minnesota.
11. The assignment is notarized by a notary in Hennepin County, Minnesota.
12. The assignment is notarized by a notary in Duval County, Florida.
13. The assignment is executed by an officer or secretary of MERS.
14. The assignment is notarized by a secretary or paralegal employed by the attorney for the mortgage servicer.





FORECLOSURE TRAPS, PITFALLS, AND SWINDLES

15. The assignment is executed or notarized by an employee of MR Default Services, Promiss Solutions LLC, National Default Exchange, LP, LOGS Financial Services, or some similar third-party.
16. The endorsement on the note is actually on an allonge affixed to the note. In most states, an allonge cannot be used if there is a sufficient amount of room at the “foot” or the “bottom” of the original note for the endorsement.
17. The allonge is not “permanently” affixed to the original note. The term permanent excludes the use of staples and tape and as a result you must use a sold fastener such as glue. Allonges are commonly referred to “in the business” as “tear-off fraud papers.”
18. The note proffered in evidence is not the original but a copy of the “certified copy” provided to the debtors at the closing.
19. The note is endorsed in blank with no transfer and delivery receipts. It is fine to endorse a note in blank, in which case it becomes “bearer” paper under the UCC. However, in order to prove a true sale from the Sponsor to the Depositor you must have written delivery and transfer receipts and proof of pay outs and pay in transactions.
20. The note proffered in evidence is not endorsed at the foot of the note or on an affixed allonge.
21. The assignment of the mortgage or deed of trust post-dates the filing of the court pleading.
22. The assignment of the mortgage or deed of trust is executed after the filing of the court pleadings but claims to be “legally effective” before the filing. For example, the deed of trust is assigned on June 1, 2009, with an effective date of May 1, 2007.
23. The parties who executed the assignment and who notarized the signature are in fact the same parties.
24. The signor states that he or she is an “agent” for the executing entity.
25. The signor states that he or she is an “attorney in fact” for the executing entity.
26. The signor states that he or she is an employee of the executing entity but claims to have custody and control of the records of the entity.
27. The signor of the document makes statements about the status of the mortgage debt based on his or her review of the “records of the plaintiff” or the “records of the moving party.”
28. The proponent of the original note files an Affidavit of Lost Note.





FORECLOSURE TRAPS, PITFALLS, AND SWINDLES

29. The signor claims that the allegations in the court pleading are correct but the assignment of the mortgage and/or delivery and transfer of the note occurs after the law suit or the motion for relief from stay was filed.
30. One or more of the operative documents in the case is signed by one of the attorneys for the mortgage servicer.
31. The default payment history filed in the case is prepared by the attorney for the mortgage servicer or a member of his or her staff.
32. The affidavit filed in support of legal fees is not signed by an attorney with the firm involved in the case.
33. The name of one or more of the signors is stamped on the document.
34. The document is a form with standard “fill-in-the-blanks” for names and amounts.
35. The signature of one or more parties on the document is not legible and looks like something a three year old might have done.
36. The document is dated and signed years before the document is actually filed with the register of real estate documents or deeds or mortgages.
37. The proffered document has the word C O P Y stamped on or embedded in the document.
38. The document is executed by a notary in Denton County, Texas.
39. The document is executed by a notary in Collin County, Texas.
40. The document includes a legend “Hold for” a named law firm after recording.
41. The document was drafted by a law firm representing the mortgage servicer in the pending case.
42. The document includes any type of bar code that was not added by the local register or filing clerk for such instruments.
43. The document includes a reference to an “instrument number.”
44. The document includes a reference to a “form number.”
45. The document does not include any reference to a Master Document Custodian.





FORECLOSURE TRAPS, PITFALLS, AND SWINDLES



46. The document is not authenticated by any officer or authorized agent of a Master Document Custodian.
47. The paragraph numbers on the document are not consistent (the last paragraph on page one is 7 and the first paragraph on page two starts with number 9).
48. The endorsement of the note is not at the “foot” or “bottom” of the last page of the note. For example, a few states allow an endorsement on the back of the last page of the note but the majority requires it at the foot of the note.
49. The document purports to assign the mortgage or the deed of trust to the Trustee for the Securitized Trust before the Trust was registered with the Securities and Exchange Commission. This type of registration is normally referred to as a “shelf registration.”
50. The document purports to transfer the note to the Trustee for the Securitized Trust before the date the Trust provides for the origination date of instruments in the Trust. The Prospectus, the Prospectus Supplement and the Pooling and Servicing Agreement will clearly state that the pool of notes includes those originated between date X and date Y.
51. The document purports to transfer the note to the Trustee for the Securitized Trust after the cut-off date for the creating of such instruments for the Trust.
52. The origination date on the mortgage note is not within the origination and cut-off dates provided for the by terms of the Pooling and Servicing Agreement.
53. The “Affidavit of a Lost Note” is not filed by the Master Document Custodian for the Trust but by the Servicer or some other third-party.
54. The document is signed by a “bank officer” without any designation of the office held by the said officer.
55. The affidavit includes the following language on the bottom of each page: “This is an attempt to collect a debt. Any information obtained will be used for that purpose.”
56. The document is signed by a person who identifies himself or herself as a “media supervisor” for the proponent.
57. The document is signed by a person who identifies himself or herself as a “media coordinator” for the proponent.
58. The document is signed by a person who identifies himself or herself as a “legal coordinator” for the movant.





FORECLOSURE TRAPS, PITFALLS, AND SWINDLES

59. The date of the signature on the document and the date the signature was notarized are not the same.
60. The parties who signed the assignment and who notarized the signature are located in different states or counties.
61. The transferor and the transferee have the same physical address including the same street and post office box numbers.
62. The assignor and the assignee have the same physical address including the same street and post office box numbers.
63. The signor of the document states that he or she is acting “solely as nominee” for some other party.
64. The document refers to a power of attorney but no power of attorney is attached.
65. The document bears the following legend: “This is not a certified copy.”

