

FEBRUARY 2022: OUR STORY:

What if you could easily AFFORD to make your mortgage payment but when a Global Financial Crisis hit the globe, all you were trying to do was switch from an adjustable interest rate to a stable "fixed rate loan" before your payments might suddenly go higher if the rate jumped up, so you applied for a "loan modification " to do that,

BUT

YOUR PAYMENTS WERE REFUSED FOR NO LEGITIMATE REASON - REPEATEDLY - by a "mortgage debt collector" who refused to provide the name of the actual OWNER of your loan - REPEATEDLY - and instead RELENTLESSLY THREATENED TO FORECLOSE - after REPEATEDLY REFUSING YOUR PAYMENTS ???

Would you GO TO COURT SO A JUDGE COULD help you make those payments directly to this undisclosed Owner of your Loan - since the debt-collector who kept refusing to take your money obviously was incentivized to illegally foreclose on your only home instead of collect loan payments on behalf of the "owner" who they refused to tell you who that was?

WHAT IF you realized that TWO SETS OF LAWS were in conflict -- one set of procedures that allowed debt collectors to treat you exactly in this manner! And another set of laws that cried "FOUL?"

Would you insist IN AND OUT OF COURT that the LAWS be enforced by your Court, rather than the procedures that could "legitimize" these companies evicting you from your home by DELIBERATELY REFUSING YOUR UNWAVERING OFFERS TO PAY?

What if the courts were in just as much CONFLICT amongst one another - as these "procedures" were in conflict with other laws? And the courts did NOT order that you had the right to pay WHOMEVER ACTUALLY OWNED YOUR LOAN? But instead that FORGED SIGNATURES, FABRICATED DOCUMENTS, FELONY LEVEL FRAUDULENT PUBLIC DOCUMENTS FILED and worse, publicly displayed in your county land records offices, filed by these very companies were,

considered "a civil matter and NOT a criminal matter"
you were told,
by law enforcement officials
who would conduct no further investigation
in your county and state
fraud investigation departments" !?

Then these documents you alleged were fraudulent but used to foreclose on your home *NONJUDICIALLY* - are given a "pass" by your JUDICIAL SYSTEM,

After -- IRONICALLY and to your utter anguish -- a JUDICIAL OFFICER ordered a NONJUDICIAL FORECLOSURE be allowed to move forward under these conditions? Without a trial of facts and against a slate of other LAWS being ignored in that case, since the California "procedures" were "NONJUDICIAL?"

"BUT ... I the homeowner can prove my UNWAVERING OFFER TO PAY THE INJURED PARTY I OWE MONEY TO YOUR HONOR! I was forced to file this case, see?

So didn't I just MAKE the matter INTO A JUDICIAL FORECLOSURE CASE and shouldn't that "nonjudicial" process over there stop now that we are here before you in a court of law?"

[deafening silence]

Would you finally perhaps reach the conclusion, after this traumatizing exhausting ordeal, to close a hard money loan in a hurry before the auction took place - absolutely secure the contract in writing with the debt collector's attorney who promised to cancel the sale because now you agree to pay their lawyers directly, no longer requiring they prove they were collecting for a true "owner" of your loan - as long as they got PAID IN FULL as the law required? (And when you called it "ransom" no one refuted you!)

THEN YOU DID JUST THAT AND DELIVERED ON YOUR END - IN WRITING - WHICH WAS PROVEN RECEIVED AND SEEN BY THE LAWYERS who had entered written contract to accept the "payment in full" this time - IN PLENTY OF TIME BEFORE THE NONJUDICIAL FORECLOSURE AUCTION -- WITH PROOF OF FUNDS IN WRITING TO THEM FOR AN AMOUNT \$100,000 MORE THAN WHAT THEY WROTE YOU WAS OWED AS "FULL PAYOFF" THAT VERY MONTH --- and these lawyers emailed proof of receipt of your loan broker's "written proof of funds" AND of his escrow officers statement she "had escrow open" ready to wire those funds after they contracted IN WRITING with you the "borrower" that they'd cancel any foreclosure auction when you DELIVERED proof of funds in writing.

**ALL OF THIS DOCUMENTED
BY TIME-STAMPED
EMAILS**

BUT

REFUSED YOUR PAYMENT ONCE AGAIN!!!

AND DIRECTED THE AUCTIONEER TO AUCTION YOUR PROPERTY INSTEAD!

Would you attend the auction and PERSONALLY WARN EVERYONE PRESENT that whoever bid on it would be forcing you to add them to a major lawsuit for illegal foreclosure ... explain your escrow was opened and attorneys for mortgage company refused to provide bank wiring instructions to your loan broker and title escrow officer?

And all 7 or 8 people present clearly heard these details of your announcements, which you calmly but clearly articulated in between the auctioneer calling other properties, FOR 45 MINUTES STRAIGHT " ... No this isn't reinstatement of the loan - this is full payoff -- i have \$850,000 sitting in escrow on a payoff of less than \$700,000 -- THEY'RE REFUSING MY RIGHT TO REDEEM MY HOME! If anyone bids on my property you're going to be in a complex lawsuit for wrongful foreclosure ... !"

BUT

the agent who heard all your verbal warnings, in attendance at the auction, agent for a huge fix n flip foreclosure buyer company, talking on his earpiece and hearing you the entire time, BIDS ON YOUR HOME ANYWAY!

Would you DEFEND YOURSELF when the eviction lawsuit is filed against you? If you somehow lost that suit would you appeal? Would you hire a lawyer to sue the group of companies involved, to get the sale rescinded and deemed void, restore your name back on title and work out a lawful settlement so you can keep your home that you PAID IN FULL to keep?

Would you remain peaceably in your home, which happens to be your childhood family home continually since 1965 in your family of now FOUR GENERATIONS since the age of three, while you defended yourself and your family's rights?

Would you make public that to fail to so defend would result in you, approaching 60 years of age without a spouse and no other income at this time besides the house itself (from rental apartments you created behind the house that you manage), stripping you also of over \$800,000 of YOUR EQUITY since their bid was at YOUR price of full payoff (!?!)... which would leave you not only homeless, but destitute with no retirement income, stripped of the business you built yourself and of that much equity to start over somewhere else, where you could buy a home and land free and clear with that much after you sold your house if you had to payoff your hard money guy?

When you finally hire a lawyer after defending yourself for over two years without one, and he informs you that even he would not be allowed to record a formal notice in your county land records warning the public that your case is up on appeal, would you put a banner on your home to warn the unsuspecting public that your house is NOT FOR SALE?

Would your banner on your house attempt to inform the world at large that the foreclosure buyer decided to try to sell your house on the open market WITH YOU STILL IN IT?

Maybe because they realized they were LOSING THE CASE and couldn't succeed in evicting you FOR OVER TWO YEARS AS YOU DEFENDED YOURSELF IN THEIR COURT WITHOUT A LAWYER.

Hence, to the world at large, you are given this Actual and Constructive Notice, consisting of the banner on the house itself which points to this website you're on now, to warn and protect you and your agents and other related entities-- from the likes of these same foreclosure-fix-n-flip profiteers and sadly government entities, operating at odds with the LAWS OF OUR LAND such as our Constitution, who would treat a law abiding homeowner who pays her debts, in like manner as revealed in their standard practices upon decent people. [Let me spare you the anguish.](#)