

We will highlight each participating lawyer/firm by adding to our list and doing an article on them. In addition they will do a blog post that encourages people to fight on and gives their contact information.

Subjects include the following intersections in the law, one by one:

1. Necessary and Indispensable parties
2. UCC Holders --- effect of assignments in blank, bearer instruments, accommodation indorsements versus orders entered by Boyko and King's County.
3. UCC Accommodation Holders --Some states specifically allow accommodation holders to act to collect debt including foreclosure--- but then who do you counterclaim against? Against whom do you assert affirmative defenses? To whom do you address objection to sale in non-judicial state?
4. UCC Holders in Due Course --- Clouds on title are our friend in these proceedings. See Constitutional Law paragraph. Remember there are two title issues --- one under UCC for holder and holder in due course, and the other under property law, under the recording laws and foreclosure procedures set up in each state.
5. Property Law --- recording of deeds, deeds of trust, when notice of sale is allowed in non-judicial states, and when they must go to judicial procedure, recording of assignments, etc. Clouds on title are our friend in these proceedings. See Constitutional Law paragraph
6. Securities law: Is it really a real estate or loan closing when the hidden agenda is the creation of a negotiable instrument intended to be used for sale, re-sale and the earning and payment of fees resulting from the signature of the borrower? Is there an additional right of rescission for the borrower for having been deceived in this way?
7. Usury: Definitions and application to the over-appraisal of properties in order to get the signature and creation of false fair market value. Is the inflated value an additional cost to the borrower? Can that be employed to reach over the threshold of usury? If it can be added to the cost of the loan, then under usury laws that apply the borrower is entitled to void the transaction altogether (he doesn't owe the money anymore) and he might be able to receive treble damages and attorneys fees depending upon the state.
8. Banking and Lending Law: Three kinds of banks --- members of Fed, non-members of Fed and Fed Chartered --- all regulated by different entities. Charter requirements, registration to do business as depository bank, as lender, as mortgage broker, etc. Lots of these banks named as lenders on the note were in actuality acting as mortgage brokers. If they did not qualify as undisclosed mortgage brokers than maybe they are not allowed to enforce or do anything with the documents they received from the loan closing. Remember that in most cases, the "lender" never took the loan onto their balance sheet for regulatory and reporting reasons. If they didn't then they were acting as the stand-in for the real lender who was unregistered in the state, and unregulated.
9. Civil procedure --- emergency motions, petitions to show cause why emergency injunction should not issue, bond requirements, service of process, complaint like Barnes filed but which is missing half of the key ingredients of the case, discovery, summary judgment, partial summary judgment, bifurcation, filing of federal action to seek stay of foreclosure in state proceedings, etc.
10. Constitutional law: Due process violation in non-judicial and judicial states where necessary and indispensable parties are not included. Leaves the borrower with the

possibility or probability that claims from third parties who have valid or putatively valid assignments might make the same collection efforts enforcing the note and mortgage. This, in addition to leaving the borrower open to liability to the real party in interest, clouds the title for EVERYONE and ANYONE who takes title to the property, mortgage or note. The entry of the foreclosure sale and certificate of title are void if the real party in interest was not present.

11. Tort and Statutory Law --- common law fraud, fraud in the inducement, fraud in the execution, statutory provisions protecting consumers, borrowers, against unlawful and deceptive business practices, usury, lack of fair dealing (TILA, RESPA, HOEPA), Federal interstate commerce and RICO.

12. Bankruptcies: Filing the schedules properly so the nominal lender is NOT given the opportunity to say that they are the secured lender on this property and must prove it --- thus forcing the burden of proof onto the lender to file an adversary proceeding to establish its rights, rather than simply allowing them to lift the automatic stay and proceed with foreclosure.

13. Attorneys fees, Rule 11 Motions, frivolous action statutes and rules of civil procedure. Lots of money collectable against BOTH the lawyer and the lender who files action saying they are entitled to do so, or who files notice of sale saying they are entitled to do so, when in fact, some distant investor is the one.

14. Lender tactics: Buyback of loans by lenders, buyback of securities by investment banks, "seminars" designed to get people to give up their rights and enter into "modified mortgage". Same problem though, if the lender doesn't have title to the note or title to the mortgage how can they satisfy the old mortgage and are they not creating a further act of deception when they have these seminars. Effect of "finding" the note or assignment, affidavit of personal knowledge of records custodian (what IS his personal knowledge), is the affidavit complete. This all goes back to the indorsements in blank creating the "bearer" assumption, but if the note and mortgage have already been assigned, pledged pooled and given to the holders of certificates of asset backed securities, and unless we get the entire group of those investors in court, not just some portion of them, then all the lender is doing is trying to create the appearance curing the improprieties rather than the reality.