

John Doe

and

Jane Doe

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AFFIDAVIT OF

Real Property Located:

San Ramon, CA 94583

I, _____, declare as follows:

1. I am over the age of 18 years old and qualified to make this affidavit. I am a resident of the State of California and make this affidavit based on my own personal knowledge. I have no direct or indirect interest in the outcome of this case for which I am offering observations, analysis, opinions and testimony.

2. I am experience in Securitization Analysis. I research the Corporate/Trust Documents which are officially filed with the Securities and Exchange Commission. I use specialty-licensed databases (Bloomberg Professional Services and ABSNet Online). These databases permit investors and licensed users to access any "named Trust-Entity". I can see each Note that is held by this named Trust-Entity, and I can see its current status in real time. I have knowledge and experience to perform these searches with reliable accuracy. I am available for court appearances, in person or via telephone for further clarification or explanation of the information provided herein, or for cross examination if necessary. I have examined the following documents:
 - A. Complaint filed in the Superior Court of Contra Costa, California, case# CIVMSC13-01208 v. GREENPOINT and CIV13-0282 RWW Properties LLC v. ,
 - B. Adjustable Rate Mortgage Rider of _____ and _____ in the amount of \$756,600.00.
 - C. Recorded Deed of Trust pertaining to the Note of _____ in the amount of 756,600.00 made payable to GreenPoint Mortgage Funding, Inc.
 - D. A document purporting to be an "Assignment of Deed of Trust recorded on April 8, 2011.
 - E. A complete search of the Contra Costa Record pertaining to _____

3. I have personal knowledge of the audit containing the information retrieved from the terminals and experience to render opinions in the topic areas related to the securitization of mortgage loans, the securities industry, real property

law, Uniform Commercial Code practices, predatory lending practices, Truth in Lending Act requirements, loan origination and underwriting, accounting in the context of securitization and pooling and servicing of securitized loans, assignment and assumption of securitized loans, creation of trusts under deeds of trust, pooling and agreements and issuance of asset backed securities and specifically mortgage-backed securities by special purpose vehicles in which an entity is named as trustee for holders of certificates of mortgage backed securities, the economics of securitized residential mortgages during the period of 1998-2008, and foreclosure of securitized, non-securitized residential mortgages.

4. From many hours of study and research and formal training and reviewing thousands of mortgage documents, I learned that one procedure for funding is via mortgage securitization where such pools solicit funds from investors by means of a Pooling and Servicing Agreement (PSA), which was used to explain and govern the Mortgage Backed Security (MBS). The PSA is the governing document for the MBS pool that was typically established as a Trust. State trust laws uniformly demand that the governing documents of the Trust be strictly adhered to compliance with IRS taxing guidelines.

General Overview of Secured Transactions

5. Ownership of the intangible payment stream collected from a Mortgage Loan can be bought, sold and transferred. This transfer of ownership is evidenced through the sale of a certificate funded by payment stream(s) received from payments made upon **what will be defined within this document as the "Obligation"**. Ownership of the Obligation via buying and selling the certificates (intangible payment stream) is allowable under the governance of UCC Article 9, as a Transferable Record. Transferred ownership can be seen through the financial record of the distributed payment stream. Transfer of ownership through certificates is an actual transfer of a partial ownership of a beneficial interest in the intangible payment stream of the Obligation.
6. The initial and subsequent certificate transactions involving the divided intangible payment stream of the Obligation does not transfer ownership of the Note and the Mortgage to the owners of the intangible payment stream. Transfer of ownership of the Note and the Mortgage would require that partial interest in the tangible instruments which secure the Obligation (Note and the Mortgage) be transferred/assigned to all and each of the potential multiple owners of the certificates compliant with the local laws of jurisdiction. That described transfer would be impossible. To create the appearance that the transfer of the partial interest of the tangible instruments has been accomplished, the transfer is made to a common Trustee. Any owner of the Obligation as a transferable

record of the payment stream could be in jeopardy of stripping the Obligation away from the Note unless ownership of the Note is also obtained.

7. In the Commercial Money Ctr. Inc. bankruptcy, the Ninth Circuit Appellate Court had no difficulty concluding that ownership of income streams can be stripped from the records that evidence them.

From Commercial Money Ctr., Inc., 350 B.R. 465, 473-79 (B.A.P. 9th Cir. 2006), rev'g, 56 U.C.C. Rep. Serv. (West) 54 (Bankr. S.D. Cal. Jan. 27, 2005). "This language on its face defines chattel paper to mean the records that "evidence" certain things, including monetary obligations. Payment streams stripped from the underlying leases are not records that evidence monetary obligations they are monetary obligations. Therefore, we agree with NetBank that the payment streams are not chattel paper."

8. Of the three transferable linked parts of every Mortgage Loan, the Obligation, the Note and the Mortgage, two of those transferable parts are tangible instruments, the Note and the Mortgage. The Note is a negotiable instrument that evidences the Obligation. The Mortgage, seen as a Real Property Lien, is a contract listing alternatives for collecting payment due under the Obligation evidenced by the Note.
9. Each Note associated with a Mortgage Loan is created as a negotiable instrument to allow for future sale. When a Note is treated as a negotiable instrument, falling under the governance of UCC Article 3, ownership of the Note shall be transferred by means of special endorsement or by endorsing in blank to create a bearer Note. However, possession of the Note must not be confused with ownership of the Note, where a possessor may not be more than a custodian or agent of an owner. Additionally, a valid subsequent owner, while negotiating ownership of a Note, must exercise care so as to avoid loss of Secured Party status in the negotiation of a Note. (Secured Party status is of serious concern for the Bankruptcy Courts) An alleged subsequent owner of the Note failing to permanently perfect (filing of record as required by law) ownership of the Mortgage (Security) associated with a Note into their name, while negotiating Ownership of a Note, would render a Secured Note being an Unsecured Note. Ownership of an Unsecured Note, no longer secured by ownership of a Real Property Lien, separates the Obligation from the Conditions to enforce the Power of Sale. Where an alleged subsequent owner of a negotiable instrument lacks endorsement for owner/holder status, the UCC allows for such party to obtain endorsements to allow the subsequent party to be entitled to enforcement rights upon the negotiable instrument. However, the UCC has no retroactive means to re-establish an unsecured negotiable instrument back into a secured negotiable instrument. Secured status and

Unsecured status is dependent upon the securing security being in compliance with local laws of jurisdiction.

10. A Note transferred in interstate commerce is a negotiable instrument and therefore falls under the governance of UCC Article 3. Any party who possesses a valid ownership interest in a Note can only transfer that interest by way of negotiation through endorsement. However, because real estate ownership rights are concerned, perfection of transfer of the Mortgage, a contract involving real estate, securing the Note, falls within governance of Laws of Jurisdiction where the real property resides. Even, within its own language, the Mortgage contains notice that Federal Statutes and/or the Laws of Local Jurisdiction are governing law; therefore attempts to apply UCC Article 9 as governing the transfer of the Mortgage would be misplaced. Subsequently, any party who possesses a valid beneficial interest in a Mortgage can only transfer that interest by way of properly recorded assignment of that interest. Transfer of benefic interest in a Mortgage, without properly recorded assignment, would place anyone doing so in jeopardy of violating Federal Statutes and/or Local Laws of the applicable Jurisdiction and potentially the common law Statutes of Fraud.
11. A properly recorded assignment of the Mortgage memorializes the Note's negotiation, but does not cause the Note's transfer. For a Note to change ownership and remain secured through the Mortgage each and every transfer of the Note, by endorsement or negotiation, must be performed with a parallel assignment of the Mortgage properly filed in the local County Record. If a Note is endorsed and negotiated to one party while the Mortgage is assigned to another party, a separation between the Ownership of the Note evidencing the Obligation and the Ownership of the Conditions which secure the Obligation to Real Property occurs.
12. For a Party with ownership of a Note to be a Holder in Due Course with the rights and power of foreclosure, the "Power of Sale", the Note must remain secured to Real Property. When a separation of Ownership of the Obligation and the Ownership of the Conditions which secure the Obligation occurs by failing to follow mandated law, the Mortgage Loan (Security securing) is no longer secured by Real Property. When the Mortgage Loan is no longer secured by Real Property, there can be no Holder in Due Course of a Secured Note. Such Holder of the Note has lost the right to seek alternate payment through the use of a now invalid security instrument. Therefore, any Party seeking to bring a claim, against real estate title in a foreclosure, as Holder in Due Course of a Secured Mortgage Loan, must demonstrate an unbroken chain of properly recorded assignments of the Mortgage and a parallel unbroken chain of completed Note endorsements. Making a claim of beneficial interest in a

Mortgage Loan without an unbroken chain of properly recorded assignments of the Mortgage and a parallel unbroken chain of completed Note endorsements would place anyone doing so in jeopardy of violating Federal Statutes and/or Local Laws of Jurisdiction. Where such alternate collection method has been dissolved by failure to follow law, the owner of the Note does (did) have equitable remedy by seeking recovery of the debt by filing suit in a jurisdictional court of equity. The paradox, is, where such a holder has pledged a Mortgage Loan (Secured Package) as collateral, knowing that such was not a Secured Package, would present such a pledger with unclean hands.

13. The Mortgage is a contract between the borrower (Payor) and the parties spelled out on the face of the document. A separation between Ownership of the Note and the Ownership of the Mortgage would be a violation of the terms of that contract. Under long existing contract law, if the terms of a contract are violated, affecting the conditions under which the Payor is obligated, without the properly evidenced consent of the Payor, that contract is void and cannot be returned to without the consent of the Payor.
14. It is an ancient and long held concept within United States Law and California law, that ownership of the Note and ownership of the Mortgage can be separated, however, if ownership is separated, the Mortgage, because it can have no separate existence, cannot survive and becomes a nullity.

Generally, a transfer by a mortgagee under a deed absolute of his or her interest in the mortgage carries the debt with it. However, where there is no intent to pass the debt, a mortgagee intending to pass the security interest only passes no interest to the grantee. *Smith v. J.R. Newberry Co.*, 21 Cal, App. 432, 131 P. 1055 (2d Dist. 1913). A purported assignment of the security (deed of trust or mortgage) is void and ineffective unless accompanied by an assignment of the note, and the purported assignment or delivery of possession of the mortgage or deed of trust without a transfer of the obligation secured is both completely ineffective and a legal nullity, or else operates to extinguish the security interest, rendering the note unsecured. *Kelley v. Upshaw*, 39 Cal. 2d 179, 192, 246 P. 2d 23 (1952) (mortgage); *Hyde v. Mangan*, 88 Cal. 319, 327, 26 P. 180 (1891); *Polhemus v. Trainer*, 30 Cal. 685, 688, 1866 WL 831 (1866). See *Johnson v. Razey*, 181 Cal. 342, 344, 184 P. 657 (1919); *Restatement (Third) of Property (Mortgages)*, § 5:4 cmt.e (1997) states: "In general a mortgage is *unenforceable* if it is held by one who has no right to enforce the secured obligation." Accordingly, when a note is split from a deed of trust, "the note becomes as a practical matter unsecured."

15. Sometimes a Mortgage Loan is sold into a MBS Trust. A MBS Trust is governed by a PSA filed with the Securities and Exchange Commission. When a Mortgage

Loan is sold into MBS Trust all the well-established Real Estate and Contract Law explained above still applies. For a MBS Trust to be Holder in Due Course of a Secured Mortgage Loan, properly recorded assignments of the Mortgage, as well as completed parallel endorsements of the Note to match, are required not only by well-established Real Estate and Contract Law, but also by the PSA and/or REMIC Master Trust Agreement which governs the MBS Trust in question.

The Mortgage Loan, the Obligation was sold to EMC Mortgage Corporation on or about June 30, 2006

16. On April 8, 2013 the ABSNet Online Database was researched at the request of whose property address is . allegedly signed a Note in favor of GreenPoint Mortgage Funding, Inc. on January 26, 2006 with the loan number 0088831045. This loan was identified in the Bear Stearns ALT-A Trust 2006-4 with the ID number 0088831045. The loan is being serviced by GreenPoint Mortgage Funding, Inc. with the clarifying code and/or abbreviation on the Specialty Licensed Terminal of Bear Stearns ALT-A Trust 2006-4. The following are authenticated screenshots of business records found on the ABSNet Database.

ABSNet Mortgage Loan Find

Field Name	Comparison	Value(s)	Tolerance Level
Loan ID	Equals	0088831045	Exact Match

Search Results (1 records found)									
<input type="checkbox"/>	Loan ID	Original Loan Amount	Original Interest Rate	Loan Origination Date	Maturity Date	ZIP Code	State	Deal Name	Bloomberg Name
<input checked="" type="checkbox"/>	0088831045	756,600.00	6.000000	2/1/2006	2/1/2036	94583	CA	Bear Stearns ALT-A Trust 2006-4	BALTA 2006-4

17. Pursuant to a thorough review and audit of the loan documents, I have found the aforementioned Mortgage Loan number in 10 of the Bear Stearns ALT-A Trust 2006-4. The Obligation has been sold into multiple classes of the Bear Stearns ALT-A Trust 2006-4, where it remains a performing asset as of April 8, 2013.

PoolGroupID	LoanID	RawDealName	LoanOriginationDate	LoanPurpose	OriginalLtv	OccupancyType	OriginalInterestRate	OriginalLoanBalance	OriginalSecuritizedBalance	MaturityDate	FirstPaymentDate	PropertyState	PropertyZip
B3L06-4-6	0088831045	BS ALTA 2006-4	2/1/2006	Purchase	76.0000	Owner Occupied	6.0000	756,600.00	756,600.00	2/1/2036	3/1/2006	CA	94583

18. It is impossible to ascertain exactly who owns what, as the income stream from the Obligation is no longer owned in a unified manner as described by the Prospectus when discussing the Classes within the Trust Pool. Each class of the Bear Stearns ALT-A Trust 2006-4 owns a different partial interest in the Obligation. Even though a Trust may show a Class within that Trust as

being paid, this is predetermined action by the Trust. It does not mean that the Obligation has been paid. It is impossible to make that determination as the Obligation no longer exists in its original form. Subsequently, the ownership of partial interest in the Obligation can no longer be determined, nor can it be determined what or which partial interest in Obligation has been paid nor what percentage of that partial interest in the Obligation has been satisfied/settled. Even though there is some division of performance of the loan from class to class. If ownership of the Obligation exists in any class as the Transferable Record of the ownership, the Obligation exists in total within the Trust.

Capital Structure				Ratings and Prices are the most recent values received and independent of reporting period.											
Name	Currency	ID	Pools	Class Bal - Original	Class Bal - End	Class Factor	Coupon % - Current	Subordination % - Original	Subordination % - Current	S&P	Moody's	Fitch	DBRS	Price	
I-1A-1	USD	073871AA3	Sub-Loan Group I-1	774,897,000	146,175,285	.188638	0.522%	18.000%	5.556%	CC	Ca	NR	--		
I-1A-2	USD	073871AB1	Sub-Loan Group I-1	95,962,000	8,599,704	.089616	0.662%	8.000%	0.000%	D	C	NR	--		
I-2A-1	USD	073871AC9	Sub-Loan Group I-2	807,809,000	188,254,541	.233043	0.542%	18.000%	0.000%	D	Ca	NR	--		
I-2A-2	USD	073871AD7	Sub-Loan Group I-2	100,038,000	--	--	--	8.000%	--	D	C	NR	--		
I-3A-1	USD	073871AE5	Sub-Loan Group I-3	550,721,000	145,707,572	.264576	0.522%	18.000%	0.000%	D	Ca	NR	--		
I-3A-2	USD	073871AF2	Sub-Loan Group I-3	68,201,000	--	--	--	8.000%	--	D	C	NR	--		
I-M-1	USD	073871AG0	Sub-Loan Group I-1, Sub-Loan Group I-2, Sub-Loan Group I-3	89,828,000	--	--	--	4.600%	--	D	WR	NR	--		
I-M-2	USD	073871AH8	Sub-Loan Group I-1, Sub-Loan Group I-2, Sub-Loan Group I-3	55,482,000	--	--	--	2.500%	--	D	WR	NR	--		
I-B-1	USD	073871AJ4	Sub-Loan Group I-1, Sub-Loan Group I-2, Sub-Loan Group I-3	36,988,000	--	--	--	1.100%	--	D	WR	NR	--		
I-B-2	USD	073871AK1	Sub-Loan Group I-1, Sub-Loan Group I-2, Sub-Loan Group I-3	13,210,000	--	--	--	0.600%	--	D	WR	NR	--		
I-B-3	USD	073871AL9	Sub-Loan Group I-1, Sub-Loan Group I-2, Sub-Loan Group I-3	15,852,000	--	--	--	0.000%	--	D	WR	NR	--		
I-X-P	USD	073871CL7	Sub-Loan Group I-1, Sub-Loan Group I-2, Sub-Loan Group I-3	0	0	--	0.000%	--	--	NR	NR	NR	--		
B-IO	USD	073871CM5	Sub-Loan Group I-1, Sub-Loan Group I-2, Sub-Loan Group I-3	0	0	--	0.000%	--	--	NR	NR	--	--		
R	USD	073871AM7	Sub-Loan Group I-1, Sub-Loan Group I-2, Sub-Loan Group I-3	0	0	--	0.000%	--	--	NR	NR	NR	--		
R-X	USD	073871CG8	Sub-Loan Group I-1, Sub-Loan Group I-2, Sub-Loan Group I-3	0	0	--	0.000%	--	--	NR	NR	NR	--		

19. Securitization is the process of aggregating the Obligation from a large number of mortgage loans into what is called a mortgage pool and then selling "shares" (called certificates) of ownership of partial interest of the Obligations to investors. The income stream from the Obligation that the mortgage

payments produce, flows through fractionalized payments into many different classes to many different investors, of the Bear Stearns ALT-A Trust 2006-4 depending on which certificates of which class were purchased by which investor. My research shows that ownership of the [redacted] does appear in the schedules and agreements. The divided monthly loan payments paid by [redacted] to GreenPoint Mortgage Funding, Inc. most definitely flowed into multiple classes of the Bear Stearns ALT-A Trust 2006-4.

20. The ownership of the [redacted] Obligation has been conveyed as a Transferable Record to multiple classes of the Bear Stearns ALT-A Trust 2006-4. For ownership of the [redacted] Obligation not to have been stripped away from the ownership of the [redacted] Note by that conveyance, ownership of the [redacted] Note must also have been transferred to multiple classes of the Bear Stearns ALT-A Trust 2006-4.
21. Even though the [redacted] Obligation is supposedly owned by multiple classes of the Bear Stearns ALT-A Trust 2006-4, it can only be determined if the original [redacted] Note had been physically delivered to multiple classes of the Bear Stearns ALT-A Trust 2006-4 by checking with the custodian of documents. Until then, there is no evidence multiple classes of the Bear Stearns ALT-A Trust 2006-4 possessed or owned in any manner the [redacted] Note or mortgage before the closing date of on or about June 30, 2006, as required by its own agreements.
22. The ownership of the [redacted] Obligation has been conveyed as a Transferable Record to multiple classes of the Bear Stearns ALT-A Trust 2006-4. For the conditions of [redacted] Mortgage over the [redacted] Obligation not to have ownership of the [redacted] Mortgage must have also been transferred into the 10 classes of the Bear Stearns ALT-A Trust 2006-4.
23. The beneficial interest (ownership) of the [redacted] Deed of Trust has been recorded in the Official records of Contra Costa Recorders Office as being in the name of GreenPoint Mortgage Funding, Inc. of the loan on February 1, 2006. However, it is clear that GreenPoint Mortgage Funding, Inc. as recorded as the original lender on the [redacted] Mortgage sold all ownership interest, in the [redacted] Obligation to multiple classes of the Bear Stearns ALT-A Trust 2006-4 on or about June 30, 2006 which is listed as the closing date of the Bear Stearns ALT-A Trust 2006-4. Ownership of the [redacted] Obligation or Note, but not the mortgage security, is held in multiple classes of the Bear Stearns ALT-A Trust 2006-4, and the payments under the [redacted] Obligation are disbursed to the investors of Bear Stearns ALT-A Trust 2006-4 who hold certificates to the investment classes into which payments under the [redacted] Obligation are scheduled to flow. Therefore the transfer of beneficial interest in the [redacted] Mortgage by GreenPoint Mortgage Funding, Inc. might be accomplished, but

that beneficial interest is no longer attached to ownership of the Obligation.

As Multiple Classes of the Bear Stearns ALT-A Trust 2006-4 own the Obligation Multiple Classes of the Bear Stearns ALT-A Trust 2006-4 are Required to have Ownership of the Note and the Mortgage.

24. By multiple classes of the Bear Stearns ALT-A Trust 2006-4 purchasing the Obligation and doing with it whatever was done, multiple classes of the Bear Stearns ALT-A Trust 2006-4 were exercising rights of ownership over the Mortgage Loan and payment stream. By exercising rights of ownership over the Mortgage Loan multiple classes of the Bear Stearns ALT-A Trust 2006-4 made claims of ownership of all three parts of the Mortgage Loan.
25. The Obligation only exists through the tangible instruments creating it, the Note and the Mortgage. The sale of the ownership of the Obligation to multiple classes of the Bear Stearns ALT-A Trust 2006-4, without stripping away the ownership of the Obligation from the ownership of the Note, could only be accomplished by the accompanying negotiations of the Note and the accompanying assignments of the Mortgage to multiple classes of the Bear Stearns ALT-A Trust 2006-4
26. Multiple classes of the Bear Stearns ALT-A Trust 2006-4 have made and continue to make claims of ownership of the Obligation, and exercise those claims. To exercise claims of ownership of the Obligation, assignments of the Mortgage should have been accomplished. Multiple classes of the Bear Stearns ALT-A Trust 2006-4 are acting as if assignments of the Mortgage have been accomplished.
27. The assignment of the mortgage is a conveyance of an instrument concerning real property which must be recorded to be acted upon. United States Code considers that anyone certifying that a real estate instrument has been assigned when in fact it has not is guilty of a felonious criminal act.

Title 18 USC Chapter 47 § 1021

Whoever, being an officer or other person authorized by any law of the United States to record a conveyance of real property or any other instrument which by such law may be recorded, knowingly certifies falsely that such conveyance or instrument has or has not been recorded, shall be fined under this title or imprisoned not more than five years, or both.

**Multiple Classes of the Bear Stearns ALT-A Trust 2006-4
cannot Claim ownership of either the Note or the
Mortgage.**

28. Multiple classes of the Bear Stearns ALT-A Trust 2006-4 own the and Obligation. However the transfers of ownership of either of the two tangible parts of the security instrument that evidence the Obligation from GreenPoint Mortgage Funding, Inc. to multiple classes of the Bear Stearns ALT-A Trust 2006-4 are not memorialized in the Contra Costa Record in a manner which observes United States Code.
29. Under the Consumer Credit Protection Act Title 15 USC Chapter 41 § 1641(g) any transfer of the Mortgage to multiple classes of the Bear Stearns ALT-A Trust 2006-4 would be a violation of Federal Statute, if those transfers has not been recorded in the Contra Costa Record within 30 days along with notification to that transfers had occurred. As there are no recorded assignments of the Mortgage from GreenPoint Mortgage Funding, Inc. to multiple classes of the Bear Stearns ALT-A Trust 2006-4, within 30 days of the on or about June 30, 2006, closing date of the Bear Stearns ALT-A Trust 2006-4, either there has been a violation of Federal Law or multiple classes of the Bear Stearns ALT-A Trust 2006-4, who are the owners of the Obligation, are not the owners of either the Note or the Mortgage. The assignment of mortgage to the Bear Stearns ALT-A Trust 2006-4 was not made at all according to the Contra Costa real property records search.

Title 15 USC Chapter 41 § 1641(g)

g) Notice of new creditor

(1) In general

In addition to other disclosures required by this subchapter, not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer, including—

(A) the identity, address, telephone number of the new creditor;

(B) the date of transfer;

(C) how to reach an agent or party having authority to act on behalf of the new creditor;

(D) the location of the place where transfer of ownership of the debt is recorded; and

(E) any other relevant information regarding the new creditor.

30. Multiple classes of the Bear Stearns ALT-A Trust 2006-4 are the owners of the Obligation, however, according to California State Law, multiple classes of the Bear Stearns ALT-A Trust 2006-4 can only be entitled to enforce the

Mortgage if multiple classes of the Bear Stearns ALT-A Trust 2006-4 were transferred ownership of the Mortgage by way of assignments pursuant to

Cal. Civ. Stat §1213 provides: No assignment of mortgage on real property or of any interest therein, is good or effectual in law or equity, against creditors or subsequent purchasers, for a valuable consideration, and without notice, unless the assignment is contained in a document which, in its title, indicates an assignment of mortgage and is recorded according to law.

Cal. Civ. Stat. § 2934 provides: Any assignment of a mortgage and any assignment of the beneficial interest under a deed of trust may be recorded, and from the time the same is filed for record operates as constructive notice of the contents thereof to all persons; and any instrument by which any mortgage or deed of trust of, lien upon or interest in real property, (or by which any mortgage of, lien upon or interest in personal property a document evidencing or creating which is required or permitted by law to be recorded), is subordinated or waived as to priority may be recorded, and from the time the same is filed for record operates as constructive notice of the contents thereof, to all persons.

31. The Mortgage must have been duly assigned to multiple classes of the Bear Stearns ALT-A Trust 2006-4 for multiple classes of the Bear Stearns ALT-A Trust 2006-4 to be entitled to enforce the Mortgage.
32. As explained previously in ¶5 thru ¶12 assignments of the Mortgage must be accompanied by parallel endorsements of the Note for the Mortgage Loan to remain secured by the Property. Because endorsements are very often undated and because a plaintiff must prove that it had standing at the inception of a case, *Calvo v. HSBC Bank USA, N.A.*, 199 Cal. App. 4th 118, 125, 130 Cal. Rptr. 3d 815 (2d Dist. 2011), the assignment will be determinative of, or at least evidence that would support or contradict, a plaintiff's claim of standing.
33. Importantly, mere presentment of the Note (even if shown to be the original) is not in itself proof of an equitable transfer of the Note. This demonstration of possession may be sufficient to enforce the Note, but carries no indicia of ownership or intent to transfer. The UCC consecrated a preference in commercial transactions for simple possession of endorsed instruments over proof of actual ownership, an exception in the law that was intended to foster free trade of commercial paper.

34. The concept that a Note holder, even one who is not legitimate, may nevertheless bring an action on the Note is entrenched in commercial law and commonly summarized by the axiom “even a thief may enforce a note.” However, the taking of the home for foreclosure is an equitable remedy and equity does not allow a “thief” to use the stolen Note to foreclose through the Mortgage lien or Deed of Trust.
35. For all three parts of the Loan as a whole to have been transferred into the Bear Stearns ALT-A Trust 2006-4 there is a chain of entities through which the Mortgage must be assigned and the Note endorsed. This chain of transfer as required in the Bear Stearns ALT-A Trust 2006-4 PSA (Pooling and Servicing Agreement) is to have begun with a recorded assignment of the Mortgage and an endorsement of the Note from the Lender (GreenPoint Mortgage Funding, Inc.) to the Sponsor (EMC Mortgage Corporation). Once the Sponsor (EMC Mortgage Corporation) had taken complete ownership then a recorded assignment of the Mortgage and an endorsement of the Note from the Sponsor (EMC Mortgage Corporation) to the Depositor (Structured Asset Mortgage Investments II Inc.) was to occur. After the Depositor (Structured Asset Mortgage Investments II Inc.) had taken complete ownership, a recorded assignment of the Mortgage and an endorsement of the Note from the Depositor (Structured Asset Mortgage Investments II Inc.) to the Trustee (Citibank, N.A.) was next to have occurred. Finally, once the Trustee (Citibank, N.A.) had taken complete ownership, a recorded assignment of the Mortgage and an endorsement of the Note from the Trustee (Citibank, N.A.) to the Bear Stearns ALT-A Trust 2006-4 was to occur.
36. Moreover, these assignments were to all be recorded in the official records of the Contra Costa Recorder registry as per the PSA for the Bear Stearns ALT-A Trust 2006-4. To explain further with a simple example, Party A must contract and assign to Party B, and Party B must contract and assign to Party C, and Party C must contract and assign to Party D and so on. So a contract and an assignment from Party A to Party D is not allowable. Of course, all of these dealings must be recorded within the official records of Contra Costa registry which date stamps each recording so as to prevent any “back dating.”
37. As explained previously, any electronic transfers of the Mortgage that may have been executed without recording within the official records of Contra Costa registry are void under Uniform Electronic Transactions Act (UETA) USC § 15-96-1-7003.

USC § 15-96-1-7003

(a) Excepted requirements

The provisions of section 7001 of this title shall not apply to a contract or other record to the extent it is governed by –

(3) the Uniform Commercial Code, as in effect in any State, other than sections 1-107 and 1-206 and Articles 2 and 2A

38. The _____ specifically states that it is secured by a Mortgage, dated the same day, and the _____ Mortgage refers to the _____ Note, and incorporates the _____ Note into its terms and conditions.
39. The written agreement that created the Bear Stearns ALT-A Trust 2006-4 is a PSA, dated June 1, 2006, and is a matter of public record, available on the website of the Securities Exchange Commission (SEC). The Bear Stearns ALT-A Trust 2006-4 is also described in a “Prospectus”, which is also available on the SEC website. The Bear Stearns ALT-A Trust 2006-4 by its terms set a “CLOSING DATE” of on or about June 30, 2006. The _____ Note in this case did not become Bear Stearns ALT-A Trust 2006-4 property in compliance with the requirement set forth in the PSA. The Bear Stearns ALT-A Trust 2006-4 agreement is filed under oath with the Securities and Exchange Commission. The acquisition of the assets of the Bear Stearns ALT-A Trust 2006-4 and PSA are governed under the laws of New York.
40. The PSA is the document that governs this trust. The Bear Stearns ALT-A Trust 2006-4 operates in the state of New York, and New York law requires strict compliance and adherence to the Bear Stearns ALT-A Trust 2006-4 documents. Any action by the Bear Stearns ALT-A Trust 2006-4 in contravention to the Bear Stearns ALT-A Trust 2006-4 PSA is void under New York Law.

Bear Stearns ALT-A Trust 2006-4 PSA substantially states in Section 11.06. Governing Law. THIS AGREEMENT AND THE CERTIFICATES SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REFERENCE TO ITS CONFLICT OF LAWS RULES (OTHER THAN SECTION 5-1401 OF THE GENERAL OBLIGATIONS LAW, WHICH THE PARTIES HERETO EXPRESSLY RELY UPON IN THE CHOICE OF SUCH LAW AS THE GOVERNING LAW HEREUNDER) AND THE OBLIGATIONS, RIGHTS AND REMEDIES OF THE PARTIES HEREUNDER SHALL BE DETERMINED IN ACCORDANCE WITH SUCH LAWS.

New York Trust Law Chapter 17-B 7-2.4 Act of trustee in contravention of trust

If the trust is expressed in the instrument creating the estate of the trustee, every sale, conveyance or other act of the trustee in contravention of the trust, except as authorized by this article and by any other provision of law, is void.

41. Ownership or possession by GreenPoint Mortgage Funding, Inc. or its agents, of a Note evidencing an Obligation sold to Bear Stearns ALT-A Trust 2006-4 is a violation of the PSA. Additionally, if the Mortgage was transferred to the Bear Stearns ALT-A Trust 2006-4 as required by the PSA, then there is no way that GreenPoint Mortgage Funding, Inc. or its agents can claim any beneficial interest in the Mortgage to assign.
42. According to the PSA for the Bear Stearns ALT-A Trust 2006-4, the transfer and sale of all Beneficial Interest of the Mortgage to Bear Stearns ALT-A Trust 2006-4 should have been done on or before the closing date of the Bear Stearns ALT-A Trust 2006-4 which was on or about June 30, 2006. These requirements from the PSA also mean the Bear Stearns ALT-A Trust 2006-4 is unable to have any other assets put into the Bear Stearns ALT-A Trust 2006-4 after the closing date.
43. The PSA for the Bear Stearns ALT-A Trust 2006-4, holds any conveyance of instrument into the Bear Stearns ALT-A Trust 2006-4 subject to the specific procedures explained above and in further paragraphs. Therefore, the conveyance of the Note and Mortgage into the Bear Stearns ALT-A Trust 2006-4, cannot be true unless compliance with the PSA specific procedures of conveyance is also proved to be true. The conveyance of the Note and Mortgage into the Bear Stearns ALT-A Trust 2006-4 lacks proof of execution of these specific procedures. Then, as proof of PSA compliant conveyance of the Note and Mortgage into the Bear Stearns ALT-A Trust 2006-4 is lacking, and cannot now be made to exist, Bear Stearns ALT-A Trust 2006-4 cannot claim to have taken the Note and Mortgage as a secured instrument into its collateral pool.
44. The Mortgage contains notice to the Borrowers that the Note or partial interest in the Note may be sold; however, a sale of a “partial interest” in the Posner Note strips ownership of the Obligation from ownership of the Note, leaving the Note without an obligation to evidence and the Mortgage without an obligation to hold conditions over.

The Mortgage documents substantially state:

The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the “Servicer”) that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law....”

The document purporting to be an “Assignment Name” is Invalid as an Assignment Name

Black’s Law Dictionary defines the term valid as “having legal strength or force, executed with proper formalities, incapable of being rightfully overthrown or sent aside... Founded on trust of fact; capable of being justified; supported, or defended; not weak or defective... of binding force; legally sufficient or efficacious; authorized by law... as distinguished from that which exists or took place in fact or appearance, but has not the requisites to enable it to be recognized and enforced by law.”(See Black’s Law Dictionary, Sixth Edition, 1990, page 1550)

45. There is no document purporting to be an “Assignment of Deed of Trust” recorded in Contra Costa, California with an assignor GreenPoint Mortgage Funding, Inc. with and assignee Citibank, N.A. as Trustee for Bear Stearns ALT-A Trust 2006-4. But ABSNet Online indicates that multiple classes of that trust hold the rights to the note.
46. First and most importantly the original lender, GreenPoint Mortgage Funding, Inc. gave up all ownership of the Obligation on or about June 30, 2006 to multiple classes of the Bear Stearns ALT-A Trust 2006-4. Once GreenPoint Mortgage Funding, Inc. gave up the ownership of the Obligation, the ownership of the Obligation was stripped away from the ownership of the Note and the ownership of the Mortgage. GreenPoint Mortgage Funding, Inc. could transfer beneficial interest in the Note or Mortgage; however, that beneficial interest would not include ownership of the Obligation.
47. The consequences of the ownership of the Obligation being stripped away from the beneficial interests of the Note and the Mortgage means the Note is without an Obligation to evidence and the Mortgage is without and Obligation to enforce conditions against.
48. GreenPoint Mortgage Funding, Inc. can assign beneficial interest in the Mortgage, albeit with no ownership of the Obligation, to whomever they please. In order for this document purporting to be an “Assignment of Deed of Trust” to be valid as an actual assignment it would have to be determined if a transfer could be made to the assignee. I will explain how transfer to the assignee named could not have been accomplished by this document purporting to be an Assignment of Deed of Trust.
49. The assignee named by the document purporting to be an “Assignment of Deed of Trust” is Citibank, N.A. as Trustee for the Bear Stearns ALT-A Trust 2006-4.

In order to exist, the Bear Stearns ALT-A Trust 2006-4 agreed to operate Bear Stearns ALT-A Trust 2006-4 PSA and all applicable law. As previously explained in ¶35 in order for the Mortgage Loan to be transferred to the Bear Stearns ALT-A Trust 2006-4 a chain of negotiations needed to occur. A direct transfer from the original lender to the Bear Stearns ALT-A Trust 2006-4 violates the terms and conditions under the Bear Stearns ALT-A Trust 2006-4 PSA, under New York Law governing the Bear Stearns ALT-A Trust 2006-4, and is void.

50. Further this document purporting to be an “Assignment of Deed of Trust” is not timely to properly transfer the Note and Mortgage to the Bear Stearns ALT-A Trust 2006-4 where it has been shown to be a performing asset.

From the Prospectus for the Bear Stearns ALT-A Trust 2006-4:

“We have provided below and in Schedule A to this prospectus supplement information with respect to the conventional mortgage loans that we expect to include in the pool of mortgage loans in the trust fund as of the Closing Date. Prior to the closing date of June 30, 2006, we may remove mortgage loans from the mortgage pool and we may substitute other mortgage loans for the mortgage loans we remove.”

“At the time of issuance of a series of securities, the depositor will assign, or cause to be assigned, to the related trustee (or its nominee), without recourse, the mortgage loans or mortgage securities being included in the related trust fund, together with, all principal and interest received on or with respect to the mortgage loans or mortgage securities after the cut-off date, other than principal and interest due on or before the cut-off date. If specified in the related prospectus supplement, the depositor or any of its affiliates may retain an interest in the trust fund assets, if any, for itself or transfer the same to others. The trustee will, concurrently with the assignment, deliver the securities of the series to or at the direction of the depositor in exchange for the mortgage loans and/or mortgage securities in the related trust fund.”

51. The closing date for the Bear Stearns ALT-A Trust 2006-4 was on or about June 30, 2006. What this means is the Bear Stearns ALT-A Trust 2006-4 is unable to have any other assets put into the Bear Stearns ALT-A Trust 2006-4 after that closing date.
52. In view of the foregoing, all assignments executed after the Bear Stearns ALT-A Trust 2006-4 closing date are void as the assignments into the Trust after on or about June 30, 2006 violate the express terms of the Bear Stearns ALT-A Trust 2006-4 PSA. All assignments of Mortgages/Deeds of Trust and/or

endorsements of notes executed after the Bear Stearns ALT-A Trust 2006-4 closing date are void.

53. The Prospectus for the Bear Stearns ALT-A Trust 2006-4 provides that any attempted or purported transfer in violation of these transfer restrictions will be null and void and will vest no rights in any purported transferee. Any transferor or agent to whom the Trustee provides information as to any applicable tax imposed on such transferor or agent may be required to bear the cost of computing or providing such information.
54. There are enormous tax consequences, if the document purporting to be an "Assignment Name" filed in the official records of Contra Costa would be authentic, in that this trust has elected to be a REMIC Trust. According to the Prospectus, under the heading "Federal Income Tax Consequences." Multiple classes of the Bear Stearns ALT-A Trust 2006-4, that the Obligation is owned by, elected to be treated as a REMIC, which provides for pass-through tax treatment of the income generated by the Trust assets.
55. Internal Revenue Code Section 860 regulates the activities and requirements of a REMIC Trust like Bear Stearns ALT-A Trust 2006-4:

According to 26 CFR§ 1.860D-1(c) (2)

Identification of assets. *The formation of the REMIC does not occur until (i) The sponsor identifies the assets of the REMIC, such as through execution an indenture with respect to the asset; and (ii) the REMIC issues the regular and residual interests in the REMIC.*

56. In other words, the REMIC is not officially formed until EMC Mortgage Corporation, the seller/sponsor of the Bear Stearns ALT-A Trust 2006-4 identifies and transfers all the specific assets (the specific loans) of the REMIC.
57. The PSA for the Bear Stearns ALT-A Trust 2006-4 specifically identifies a closing date which is the last day that an asset (loan) can be "identified for inclusion" in the Trust/REMIC. The closing date also serves as the Startup Day for the REMIC. According to Internal Revenue code Section, "All of a REMIC's loans must be acquired on the startup day of the REMIC or within three months thereafter".

Bear Stearns ALT-A Trust 2006-4 PSA:

"On or prior to the Closing Date, the Depositor acquired the Mortgage Loans from the Sponsor. On the Closing Date, the Depositor will sell the Mortgage Loans and certain other property to the Trust Fund and receive

in consideration therefor Certificates evidencing the entire beneficial ownership interest in the Trust Fund.”

“The Depositor shall deliver such original documents (including any original documents as to which certified copies had previously been delivered) to the Trustee or the Custodian, on its behalf, promptly after they are received. The Depositor shall cause the Sponsor, at its expense, to cause each assignment of the Security Instrument to the Trustee to be recorded not later than 180 days after the Closing Date,”

ReconTrust Company, N.A. Has No Claim to Ownership of the Note

58. The Note has been endorsed by GreenPoint Mortgage Funding, Inc. the original lender. The endorsement states “Pay to the Order of Without Recourse”. This constitutes a negotiation under UCC Article 3 concerning negotiable instruments. Although no payee is yet named, clearly GreenPoint Mortgage Funding, Inc. has released all interest in the Note.

*UCC 7-501 Form or negotiation and requirements of due negotiation
(a) The following rules apply to a negotiable tangible document of title: (1) if the document’s original terms run to the order of a named person, the document is negotiated by the named person’s endorsements and delivery. After the named person’s endorsement in blank or to bearer, any person may negotiate the document by delivery alone; (emphasis added)*

59. GreenPoint Mortgage Funding, Inc. transferred its ownership of the Obligation to multiple classes of the Bear Stearns ALT-A Trust 2006-4 and transferred its ownership of the Note. Ownership of the Posner Obligation was transferred to multiple classes of the Bear Stearns ALT-A Trust 2006-4 and ownership of the Note traveled on without it.

The Terms of the Mortgage have been Violated and the Mortgage is Unenforceable

60. GreenPoint Mortgage Funding, Inc. has released all interest in the Note to an as yet unnamed payee. The Mortgage as a contract can only enforce its contractual terms against the obligation evidenced by the Note.

61. The Mortgage is governed by California Law. California Law and Federal Law require the proper recordation of assignment to transfer ownership of the Mortgage.

62. It has been explained earlier how it is not possible for ownership of the Mortgage to have been assigned to Citibank, N.A. as Trustee for the Bear Stearns ALT-A Trust 2006-4.
63. There is an assignment of the Deed recorded in the Contra Costa record, with GreenPoint Mortgage Funding, Inc. releasing ownership of the Mortgage intending that transfer to be to Citibank, N.A. as Trustee for the Bear Stearns ALT-A Trust 2006-4. However, GreenPoint Mortgage Funding, Inc. released, through endorsement, ownership of the Note, evidencing the obligation, to whoever wishes to fill in the payee line. Citibank, N.A. as Trustee for the Bear Stearns ALT-A Trust 2006-4, may attempt to claim ownership of the Mortgage but that ownership would have nothing to enforce the Mortgage contractual terms against. The Mortgage is an unenforceable contract.
64. Ownership of the Mortgage is no longer with GreenPoint Mortgage Funding, Inc., yet no one else has any authority to enforce its terms, while the Note is waiting for someone to claim ownership. The Mortgage is an unenforceable contract, no longer being tied to an obligation to enforce its contractual terms over.
65. Under long existing contract law, if the terms of a contract are violated, affecting the conditions under which the Payor is obligated, without the properly evidenced consent of the Payor, that contract is void and cannot be returned without the consent of the Payor. Even if ownership of the Note and the Mortgage could be rejoined, the mortgage is now an unenforceable contract, as it is no longer tied to an obligation to enforce its contractual terms over, it cannot be returned to being an enforceable contract without the party's consent.

Ownership of the _____ Obligation Cannot be rejoined to Ownership of the _____ Note or the _____ Mortgage

66. Multiple classes of the Bear Stearns ALT-A Trust 2006-4 have ownership of the Obligation. These multiple classes of the Bear Stearns ALT-A Trust 2006-4 have yet to each and all be named as payee on the Note and do not now have ownership of the Note. In order for these multiple classes of the Bear Stearns ALT-A Trust 2006-4 to gain ownership of the Note, multiple classes of the Bear Stearns ALT-A Trust 2006-4 would have to each and all be named payee.
67. Bear Stearns ALT-A Trust 2006-4, its classes, its officers and its agents are prohibited from accepting any assets on behalf of the trust after on or about

June 30, 2006. The Bear Stearns ALT-A Trust 2006-4, its classes, its officers and its agents can no longer accept ownership of the Note. Ownership of the Note and ownership of the Obligation will remain separate.

68. Because ownership of the Note was separated from ownership of the Obligation, and will remain separate from the Mortgage, it is left with no way to enforce its conditions over the obligation which should be evidenced by the Note, making the Mortgage and unenforceable contract.

69. The ownership of the Obligation was separation from the ownership of the Mortgage, leaving the Note no obligation to evidence and the Mortgage no Obligation to enforce conditions over.

70. The limited beneficial interest GreenPoint Mortgage Funding, Inc. retained in the Mortgage Loan after selling the Obligation to multiple classes of the Bear Stearns ALT-A Trust 2006-4 as of on or about June 30, 2006, does not include ownership of the Obligation. No acceptable assignments of the limited beneficial interest in the Mortgage to multiple classes of the Bear Stearns ALT-A Trust 2006-4 have been recorded with the Contra Costa Recorders Office, nor should there be, as such a lawful intangible assignment would fall under the governance of UCC 9. There is no evidence of the property negotiations of the limited beneficial interest in the Note to multiple classes of the Bear Stearns ALT-A Trust 2006-4. With no properly recorded owner of the Mortgage, with corroborating ownership of the Obligation, there is no one to enforce the conditions that would have been over the Obligation that would have been evidenced by the Note. The Obligation is no longer secured by the property.

71. With no specific properly secured owner of the limited beneficial interest of the Note there is no way to enforce the stripped away Obligation through the Note.

ROBO-SIGNING

In the third and fourth quarters of 2010, a robo-signing scandal emerged in the United States involving the majority of major U.S. banks involved in the home mortgage arena and Mortgage Electronic Registration Systems, Inc. (MERS). While some robo-signers were middle managers, others were temporary workers with virtually no understanding of the work they were doing.

A Robo-signer is an employee of a mortgage servicing company that signs foreclosure documents without reviewing them and without personal knowledge of

the loan. Rather than actually reviewing the individual details of each case, robo-signers assume the paperwork is correct and sign it automatically without review. Robo-signing is the term used to describe the robotic process of the mass production of false and/or forged execution of mortgage assignments, satisfactions, affidavits and other legal documents related to mortgage foreclosures and legal matters being created by persons without knowledge of the facts being attested to. It also includes accusations of notary fraud wherein the notaries pre- and/or post notarize the affidavits and signatures of these robo-signers.

72. After a review of the documents, the Mortgage appears to have been affected by the robo-signing epidemic.


73. T. Sevillano appears to be a robo-signer on behalf of MERS, ReconTrust, Wells Fargo Bank, N.A. and Bank of America, NA. As you can see below the signature for T. Sevillano is different on the Assignment of Deed of Trust for the loan and the samples below which were all notarized by a legal Notary stating T. Sevillano personally appeared before them.

The signature for T. Sevillano was notarized by Ahmad Afzal, Commission #1744009 in Ventura County, California.

DATED: March 25, 2011

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

State of: California
 County of: VENTURA

) BY:  MAR 28 2011
) T. Sevillano, Assistant Secretary

This Signature for T. Sevillano on a 2010 Assignment of Deed of Trust was also notarized by Ahmad Afzal on April 2, 2010.

DATED: March 08, 2010

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

State of: CALIFORNIA
 County of: VENTURA

) BY: 
) T. Sevillano, Assistant Secretary

Or APR 02 2010 before me, Ahmad Afzal, notary public, personally appeared T. SEVILLANO, who proved to me on the basis of satisfactory

This is T. Sevillano signing on behalf of Wells Fargo Bank, N.A.

DATED: July 21, 2011

WELLS FARGO BANK, N.A., TRUSTEE, FOR THE BENEFIT OF THE CERTIFICATE HOLDERS ASSET-BACKED PASS-THROUGH CERTIFICATES SERIES 2004-WCW1

BY: T.S. JUL 21 2011

T.SEVILLANO Assistant Secretary

State of: CALIFORNIA)
County of: VENTURA)

And this is for T. Sevillano signing on behalf of HOME123 Corporation on the same day as she signed on behalf of Wells Fargo Bank, N.A.

DATED: July 21, 2011

HOME123 CORPORATION

State of: CALIFORNIA)
County of: VENTURA)

BY: T.S. JUL 21 2011
T.SEVILLANO Assistant Secretary

On JUL 21 2011 before me, RJ GREER, notary public, personally appeared

T. Sevillano signing on behalf of ReconTrust Company, N.A. in the capacity of an Assistant Vice President.

Dated: September 23, 2011

RECONTRUST COMPANY, N.A., as agent for the Beneficiary

Authorized Signer

T.S. SEP 23 2011
T. Sevillano Assistant Vice President

And signatures for T. Sevillano signing as Assistant Secretary for MERS.

DATED: May 4, 2010

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

State of: CALIFORNIA)
County of: VENTURA)

BY: T. Sevillano KNOWN
T. Sevillano, Assistant Secretary

On MAY 10 2010 before me, AHMAD AFZAL, notary public, personally appeared T.SEVILLANO who proved to me on the basis of satisfactory evidence to be the

DATED: March 08, 2010

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

State of: CALIFORNIA)
County of: VENTURA)

BY: T. Sevillano
T. Sevillano, Assistant Secretary

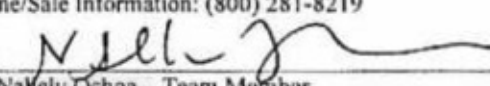
On APR 02 2010 before me, Ahmed Afzal, notary public, personally appeared

74. Nallely Ochoa of ReconTrust Company, N.A. who signed the Notice of Trustee's Sale dated September 28, 2011 appears to be a robo-signer on behalf of MERS, ReconTrust, Wells Fargo Bank, N.A. and Bank of America, NA. As you can see below the signature for Nallely Ochoa is different on the Notice of Trustee's Sale for the _____ loan and the sample below which were both notarized by a legal Notary stating Nallely Ochoa personally appeared before them.

Nallely Ochoa's signature on the Notice of Trustee's Sale for the _____ loan.

RECONTRUST COMPANY, N.A.
1800 Tapo Canyon Rd., CA6-914-01-94
SIMI VALLEY, CA 93063
Phone/Sale Information: (800) 281-8219
By:  SEP 26 2011
Nallely Ochoa, Authorized Signer
RECONTRUST COMPANY, N.A. is a debt collector attempting
that purpose

The Ochoa signature on a Notice of Trustee's Sale from November 2010.

RECONTRUST COMPANY, N.A.
1757 TAPO CANYON ROAD, SVW-88
SIMI VALLEY, CA 93063
Phone/Sale Information: (800) 281-8219
By: 
Nallely Ochoa, Team Member
RECONTRUST COMPANY, N.A. is a debt collector attempt

This report is authorized for use by both the borrowers and/or their attorneys. The content constitutes written evidentiary findings testimony by the expert whose name appears at the bottom of this report. Securitization Analysis Services is a "qualified" veteran Mortgage document analyst group and an independent party with no financial interest in the outcome of this case. We stand ready to testify before any State or Federal court as a witness in support of the attorney's foundation of evidence and judicial notice. This report is based upon facts, documentation, investigation and review of the evidence supplied.

I, _____, am not a California attorney and nothing within this Affidavit should be construed as Legal Opinion or Legal Advice as it is not.

I, _____ declare, verify and state under penalty of perjury that the foregoing is true and correct.

By _____, MSA/ABS Professional Researcher

