

## AFFIDAVIT OF FALSE DOCUMENTS AND LEGAL VIOLATIONS

By Owner[s] [Name(s)] for [Property Address]

State of [State]  
County of [County]

[I or We], [your name(s)], do hereby swear, certify, and affirm that:

[I or We] [am or are] over the age of 18 and [am or are] a resident[s] of the State of [State]. [I or We] have personal knowledge of the facts herein, and, if called as a witness[es], could testify competently thereto.

### EXHIBITS

Exhibit A. Since [recorded date of grant deed], [I or We] have owned [property address]. Exhibit A is a copy of [my or our] **Grant Deed**.

Exhibit B. On [date recorded], a **Deed of Trust or Mortgage** was recorded on the property with [complete Name] as Original Lender, and [complete Name] as Original Trustee. Exhibit B is a copy of the first two pages of [my or our] [Deed of Trust or Mortgage].

[Letter Exhibits in order by date recorded on the property. Use the following paragraphs for Assignments, Trustee Substitutions, Notices of Default and Notices of Sale, as many times as needed. Put your recorded doc on top, and the others used to prove forged signatures afterwards in the same exhibit.]

Exhibit [next alphabet Letter]. On [date recorded] [entire Company name signing the document] recorded an **Assignment of [Deed of Trust or Mortgage]** #[recorded number] assigning beneficial interest to [complete Entity name on document]. The signer of this document, [signer name], [signer title], was notarized by [Notary name], Commission #[commission number], [County] County, [State], commission expiring [expiration date]. The first document in Exhibit [this letter] is a copy of [my or our] Assignment.

Exhibit [next alphabet letter]. On [date recorded] [entire Company name of document signer] recorded a **Substitution of Trustee** #[recorded number] for [my or our] [Deed of Trust or Mortgage], substituting [Original Trustee named on document which should match the Deed of Trust or Mortgage Original Trustee] for [substitute Trustee named]. The signer of this document, [signer name], [signer title], was notarized by [Notary name], Commission #[commission number], [County] County, [State], expiring [expiration date]. The first document in Exhibit [this letter] is a copy of [my or our] Substitution of Trustee.

Exhibit [next alphabet letter]. On [date recorded] [entire Company name of document signer] recorded a **Notice of Default** #[recorded number] for [my or our] [Deed of Trust or Mortgage], signed by [signer name], [signer title]. The first document in Exhibit [this letter] is a copy of [my or our] Notice of Default.

Exhibit [next alphabet letter]. On [date recorded] [entire Company name of document signer] recorded a **Notice of Sale** #[recorded number] for [my or our] [Deed of Trust or Mortgage],

signed by [signer name], [signer title]. The first document in Exhibit [this letter] is a copy of [my or our] Notice of Sale.

### **CALIFORNIA, US LAW PERTAINING TO RECORDED DOCUMENTS ON REAL PROPERTY**

1. CA Penal Code 115(a): Every person who knowingly procures or offers any false or forged instrument to be... recorded in any public office within this state... is guilty of a felony.
2. CA Penal Code 115.5(a): Every person who files any false or forged document... which affects title to... real property... with the knowledge that the document is false or forged, is punishable... by a fine not exceeding \$75,000.
3. CA Penal Code 118(a): Every person who, having taken an oath that he or she will testify... as true any material matter which he or she knows to be false... is guilty of perjury.
4. CA Penal Code 132: Every person who... offers in evidence as genuine or true, any... instrument... knowing the same to have been forged or fraudulently altered... is guilty of felony.
5. CA Penal Code 470(d): Every person who... falsifies the acknowledgment of any notary public, or any notary public who issues an acknowledgment knowing it to be false... is guilty of forgery.
6. CCC 2934a1: ...The trustee under a trust deed... may be substituted by the recording... of a substitution... [which] is not effective unless all parties signing the substitution sign, under penalty of perjury, a *separate written document* stating... [that] none of the undersigned is a licensed real estate broker or *an affiliate of the broker that is the issuer or servicer of the obligation secured by the deed of trust*...
7. In Bank of America v LaJolla Group II, the California court of appeals held if a trustee is not contractually empowered under the Deed of Trust to hold a sale, as per CCC 2934a, the sale is void. There was no legal effect and title does not transfer.
8. In Dimrock v Emerald Properties, 81 Cal.App.4<sup>th</sup> 868, 97 (2000), if a Substitution of Trustee is not valid, any resulting sale is VOID and no tender is required in order to attack a void trustee sale.
9. In Trout v Trout (1934), 220 Cal. 652, 32 P.2d 968, the Court stated that numerous authorities have established the rule that an instrument such as a forged instrument, cannot be made the foundation of good title.
10. In Wutzke v. Bill Reid Painting Service, Inc., 151 Cal.App.3d 36, 198 Cal.Prtr.418, Cal.App.3 Dist., 1984 the Court held: A forged document is void ab initio and constitutes a nullity; as such it cannot provide the basis for a superior title as against the original grantor.

11. CCC 2924.17a: A notice of default, notice of sale, assignment, or substitution of trustee recorded by or on behalf of a mortgage servicer in connection with a foreclosure subject to the requirements of CCC 2924... shall be accurate and complete and supported by competent and reliable evidence.
12. CCC 2924.19d: A violation of section 2924.17 by a person licensed by the Department of Corporation, the Department of Financial Institutions or the Department of Real Estate shall be deemed to be a violation of that person's licensing law.
13. CCC 2924.19f: A third-party encumbrancer shall not be relieved of liability resulting from violations of section 2924.17 committed by that third-party encumbrancer that occurred prior to the sale of the subject property to the bona fide purchaser.
14. 18 USC 1341: Whoever, having devised... any scheme... for obtaining... property by means of false or fraudulent pretenses... [and] places in any post office... any matter or thing... to be delivered by the Postal Service... shall be fined under this title or imprisoned not more than 20 years, or both.
15. 15 USC 1641f(1): A servicer of a consumer obligation... shall *not* be treated as an assignee of such obligation... unless the servicer is or was the owner of the obligation.
16. 15 USC 1641g(1): ...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 the 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*...

## **FALSE DOCUMENTS AND VIOLATIONS OF LAW**

[Use or reuse any or all of these violations as many times as necessary to enumerate the forged signatures and violations of law on your recorded documents.]

1. Exhibit [correct letter], **Trustee Substitution**, signed by [Company that signed the substitution] violates CCC 2934a, item 6 above, due to no separate written document signed under penalty of perjury and included with the recording of the Trustee Substitution stating the undersigned is not... an affiliate... of the servicer of the obligation secured by the deed of trust.

This Trustee Substitution, being incomplete and inaccurate according to law, violates CCC 2924.17a, item 11 above. Violating CCC 2924.17a is deemed a violation of [**Company that signed the substitution**]'s license, as stated in CCC 2924.19d, item 12 above.

All actions or any sale resulting from this void Trustee Substitution are void and supported by case law cited in items 7 and 8 above, regardless of when said sale or actions took or takes place, as clearly enumerated in CCC 2924.19f, item 13 above, where no third-party encumbrancer is relieved of liability resulting from violations of CCC 2924.17 even if those

violations occurred prior to the sale of the subject property to a bona fide purchaser.

2. Exhibit [correct letter], [enter the **document type – assign, subst, nod, nts**], is signed by [signer name], [signer title], of [Complete company name]. [**Signer’s Name**]’s signature is markedly different on other documents recorded and notarized on other real property. Included in this Exhibit is the prima facie evidence of this forgery for [signer name]’s signature.

Forging a document that is recorded on real property violates California Penal Codes 115, 115.5, and 132, items 1, 2 and 4 above. As virtually all documents, including this forged document, were mailed to the [Recorder or Registrar]’s office, [Company Name of signer] violated 18 USC 1341, item 14 on Mail Fraud, and is punishable by fine or imprisonment, or both.

[If the forged signer’s signature was notarized on this document include this paragraph.] This signature, deemed to be forged, was notarized by [Notary name], Commission #[commission number], of [County], [State], commission expiring [expiration date]. Acknowledging false signatures violates CA Penal Codes 115, 115.5, 132, and 470(d) items 1, 2, 4 and 5 above.

[If the prima facie evidence includes other notarizations for that same signer’s forged signatures, include those notary names here.] In addition, the following notaries have notarized this false signature as shown in the Exhibit documents:

[Notary Name], Commission #[comm number], [County], [State]  
[Notary Name], Commission #[comm number], [County], [State]  
[Notary Name], Commission #[comm number], [County], [State]  
[Notary Name], Commission #[comm number], [County], [State]

3. Exhibit [correct letter], [enter **document type – assign, subst, nod, nts**], is notarized by [Notary Name]. [**Notary Name**]’s signature is markedly different on other document notarizations on other real property. Included in this Exhibit is the prima facie evidence of this forgery for [notary name]’s signature.

Forging a document that is recorded on real property violates California Penal Codes 115, 115.5, and 132, items 1, 2 and 4 above. As virtually all documents, including this forged document, were mailed to the [Recorder or Registrar]’s office, [Company Name of signer] violating 18 USC 1341, item 14 on Mail Fraud, and is punishable by fine or imprisonment, or both.

4. **Missing Substitution of Trustee.** The Company filing the [Notice of Default or Notice of Sale], [entire Company name on NOD or NTS], is neither the Original Lender, [Original Lender from DOT or mortgage], nor the Original Trustee, [Original Trustee Name from DOT or mortgage], as shown on Exhibit B, the [Deed of Trust or Mortgage] purported to be in default.

Recording a [notice of default or notice of sale] without any authority to do so violates CA Penal Codes 115 and 115.5, CCC 2934a1, CCC 2924.17a, items 1, 2, 6, and 11 above, requiring all filings to be accurate and supported by competent and reliable evidence.

Violating CCC 2924.17a is deemed a violation of [**Company that signed the NOD or NTS**]'s license, as stated in CCC 2924.19d, item 12 above. CCC 2924.19f, item 13, is also in effect holding the third-party servicer to this liability even if the property has already sold.

California Court of Appeals Case law, item 7 above, holds that when a trustee is not contractually empowered under the Deed of Trust to hold a sale, the sale is void. Any sale of this property is void by law.

## **RESTITUTION DEMANDED**

[Use or reuse any or all of these demands as many times as necessary to enumerate all the restitution you deserve.]

1. **[I or We] demand the REMOVAL of the [Document Name]**, Exhibit [letter] from the Property record due to [Company Name]'s [Forged Signer Signature, False Notarization of Signer's Signature, and/or Violation of Established Law].

**[I or We] demand [Company Name], [signer name], and [Notary name]** be charged under California Penal Code, California Civil Code, and U.S. Code violations.

2. **[I or We] demand [my or our] wrongful Foreclosure be overturned** and the property be returned to [me or us], its rightful owner[s].

**[I or We] demand [Company Name], [signer name], and [Notary name]** be charged under California Penal Code, California Civil Code, and U.S. Code violations.

3. **[I or We] demand ALL City, County, State, Federal, Court, Law Officials and Employees** of these elected Officials, having received this Affidavit of the illegality and fraudulent nature of these documents, abide by California Penal Code 118(a) and stop operating as if these documents were valid.

[I or We] declare under penalty of perjury under the laws of the State of [state] that the foregoing is true and correct.

Executed this [number] day of [month], 2013 in [city, state].

Notary paragraph