

# Stalling or Stop Foreclosures Fast -

How to slow down the process, buy time, and help you chancing of winning.

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**Here is that quick process many students have had great success using to stall or stop foreclosure auctions.**

This deferral is necessary to have time to complete other administrative processes of removing or releasing mortgages.

Here is what you can SAY AND WRITE to the Trustee (or the party holding the auction). Make sure at some point you get the person's name who is acting on behalf of the trustee at the auction. Collect every name you can along the way. They will pay later for committing this fraud of foreclosure on you.

Say this...(assuming you are the borrower, if acting as a Power of attorney, have your POA document in hand and indicate who you are in context).

*“I am the Grantor on the Deed of Trust (or you represent them as POA), I have first hand knowledge that this note has been satisfied in full”. (if you send an A4v or not this is true – you paid when the original mortgage note was created – but the A4v is further proof of additional payment). At that point they may ask for documentation or proof.*

You can tell them that you do not have the documentation with you, however;

*“As the Grantor of this trust deed (or as the POA for them), I also have first hand knowledge that your assignment is not valid and as such is fraud. Therefore they are a party to fraud. You were not assigned by the actual beneficiary or creditor (YOU were the original creditor)”.*

The reason for this last statement is because, 99.9% of the time a clerk in some office filled out the Trustee Assignment paper work, instead of an authorized signor for the Beneficiary – likely the person who created the trust deed or mortgage; the borrower.

Then tell the Trustee, *“I am the Grantor and original creditor, and I'm giving you verbal notice of these facts. I now have your name(s) and you do not have any liability protection from me suing you personally as a participant of this fraud”.* One side note, check and make sure how you are referred to in your trust deed, either as the Grantor, Trustor, or Borrower, then represent yourself as whichever one applies.

At this point, they will generally place the property last on the sale list while they have someone make a call to the Trustee's office to make a clarification. The office will usually call back within a half hour to an hour, and the Trustee will announce that the sale has been postponed due to mutual agreement.

**TAKE A LOUD STAND, THIS HAS WORKED FOR MANY PEOPLE**

LETTER TO SELLING AUCTIONEER OR TRUSTEE – CARRY IT TO THEM, FAX, AND MAIL. READ TO THEM AT THE AUCTION WITH A WITNESS PRESENT AND A VIDEO CAMERA

Date: Monday, November 30, 2009

Joe Homeowner  
100 S Elm St.  
City, ST. Zip

TO: TRUSTEE FOR BANK OF XXXXXX  
432 Main Street  
Anywhere, CA. 90007  
Fax: 123-456-7890  
Reference: Account # 123456789

**Affidavit - Notice of Complaint and Demand for Postponement of Trustee Sale**

Dear Mr. Smith:

I am the original grantor/trustor on the Deed of Trust (or Mortgage) for loan #123456789.

I have first-hand knowledge that this note has been satisfied in full. As original Grantor/Trustor of this trust deed (or Mortgage), I also have first-hand knowledge that your assignment is not valid, and as such makes you a party to fraud. I further have right to correct any matters of this trust, especially if fraud may be an issue. Further, I am the original creditor in this matter and know you were not legally assigned by the actual beneficiary. As the original creditor, grantor/trustor, and I'm giving you written notice of these facts. I now have your name and you do not have any liability protection from me suing you personally as a participant of this obvious fraud.

In order to protect the interests and welfare of all parties, you are respectfully asked to notify your client, BANK OF XXXXXX of my request for cancellation of the scheduled December 2, 2009 sale that you are wrongfully and fraudulently conducting of the subject property.

Additionally, any foreclosure sale and claim to conduct such a sale, proving your right, proper legal standing, and claim, was never produced as requested. Thus, this a sale cannot be performed without presentment of the original unaltered note AND mortgage/trust deed, along with any and all assignments proving you standing or the standing of the foreclosing party, including required public forms registering such assignments to you legally. Conducting a sale without this proof of claim and standing, with proper documentation, constitutes fraud on your part. Further, a party cannot keep both the note and the proceeds of such a sale, as we are alleging here. Be prepared to defend these fraud charges in court if this sale is not stopped completely and permanently.

Sincerely,

Joe Homeowner

## OPTIONAL STEPS TO RESEARCH

1. Call your lender - avoid do it for you debt resolution services unless you can speak to others who had results.
2. Find a short sale buyer (some are ready to talk at [www.homebuyersolutions.info](http://www.homebuyersolutions.info))  
Keep your equity if the transaction does not go through.
3. File Bankruptcy – seek counsel on this (see separate section on how to get the Bankruptcy court on your side below).
4. Land Patent (see bonus course) followed by a Quiet Title action. Best if done after our Phase 1 and Phase 2 are complete, but can be done earlier if needed for time sake.
5. File a Foreclosure Fraud action (incl. with our system – see the link on the web site).

**Steps to incorporate into the process, using the Stall or Stop foreclosure letters, A4V, and/or admin process. Be creative as it applies to you.**

This can be incorporated with the Standard Admin Process or better yet, the Negative Averment Admin process (also research the Accepted for Value A4V Process).

1. Send out an A4V offset payment via the IRS with the mortgage statement (pay a little more than is due, to cover costs or delays). ALSO send another A4v to the lender CFO.
2. Wait 45 to 60 days to confirm actual A4V payoff of the alleged loan balance, if it happens. Great, case closed. This is not likely, but you never know for some reason not determined.

**Then if anyone moves forward against you, you have proof of payments and delivery of payment. Any denial of acceptance of this payment is in your favor, as you can file a Negative Averment charge for that party.**

**You may need to modify the language of the phase 1 letter based on this action accordingly. Instead of the Promissory Note with the notary, indicate you PAID via the IRS and direct to the CFO. In good faith it is paid! ANY denial of acceptance is fraud, etc..** This is also less confusing or controversial for the Notary, as they do not have to deal with the Note holding issue. Or challenges associated with it. You could even have them hold the direct A4v payment in lieu of the Promissory note as part of the Phase 1 process. Keeping in mind, the notary is not saying “what form” of payment they hold either way.

3. Upon confirmation of payoff of mortgage balance (if that happens), or you want to act upon receipt by lender of the A4V payment, file Phase 2 documents as applicable.
4. Demand voluntary lien release from alleged lender. Send a letter the effect of what you have done, with the Affidavit summarizing your actions to date. Be prepared for “intimidation” letters from them. Take a stand. They NEVER proved their claim and standing and have defaulted, thus creating a default contract under which you are acting upon. If their attorney steps in, simply add them to your Negative Averment claim letter (let them join the party!).
5. File quiet title action with the court if the pretender lender fails to release lien or they persist at challenging you on this.

## Other rules to consider

### # 1 RULE - DO NOT LEAVE THE HOUSE, disregard anything they try.

First of all purchase at least 2 NO TRESSPASSING signs and indicate \$5000 fine for doing so (or whatever your local law allows). This is to keep speculators and realtors off your property.

Then install a **Monitored Alarm System** that will contact the police if anyone enters the property. If they enter without the key they will likely be arrested. This keeps them from attempting to enter and change locks, etc.

The whole goal here is to remember that possession is 9/10 of the law, and you have to understand that you have the legal right to stay in this property. The lender has no right to foreclose if you never received full disclosure ( this is in addition to the issue of phase 1, where they refused to even accept your tendered payment and produce the original note). It is absolutely true that in condition 2 of the original closing documents certain things were not disclosed.

**Immediately file and deliver the following documents.** If you have time, be sure to give adequate notices at the documents indicate. If you do not have time go ahead and file everything almost at the same time but in the same order. And then delivered to the lenders via Federal Express or UPS a copy of these documents that were recorded.

### IF GOING TO AUCTION SOON

If you have to go to the auction to stop the foreclosure, be prepared to speak up, with your documents IN HAND as they were recorded.

You will declare "you have no standing to conduct this auction", and here is my proof (use above mentioned language out loud, etc..

But if they do continue with the sale, do NOT leave the home, and call the Sheriff if anyone tries to enter the home or remove you from the home, and have a copy of your documents to show them your position. Even consider showing the Sherriff your notices and documents. Insist on justice. If anyone harasses you were tries to make you leave the property (including the Sherriff), obtain a Cease and Desist order against them, using any attorney or standardized document that you can use. Keep it simple. And of course, record everything you can – either online or in the courthouse.

The other parties do not want to end up in court, and subsequently expose of their fraud in the original transaction. Expect they will try to deceive you and intimidate you in many cases. Just keep a big smile, and know who you are, and where you stand. AND HAVE FUND...REALLY! THEY have played it like a game all along, now it is your turn to turn the tables on their fraud.

## **Quick Guide to Using the Court and Even Bankruptcy Court to Settle Your Mortgage Matter -**

### **Making the Lender Prove their right to a Claim – and don't back down!**

If in a foreclosure battle and you are considering to go into bankruptcy court to fight, consider these arguments. Keep in mind these techniques may work in a regular court or foreclosure admin process, but bankruptcy court is federal, and judges are more likely to listen and act. If nothing seems to be working, consider this approach.

Let's assume you end up in civil court (or better yet bankruptcy court) with your foreclosure, and wish to make additional arguments requiring the lender to produce proof of their claim. You can also add these arguments in your administrative process if out of court, but you may actually want to pull the lender into court to prove these points. Many of these mentioned points had been used to surprise lenders who cannot prove their claim. Remember, YOU were the original creditor, and thus are the only true party in interest to collect on that note. They did not lend you money. You created the money with your note and signature.

Many have found this to be a successful strategy by using bankruptcy, especially in federal bankruptcy court, which tends to be more favorable to the homeowner, than local county courts in their rulings.

Even if the lender can show up with a copy of the note, and claim that it is enough, you can still make additional claims. They must additionally prove they are the "true party in interest", if you demand it. Take a stand here. Make them prove they are the creditor. Make them prove they are a "damaged party". They likely cannot do this. No proof, no win for them. If you're representing yourself or you have an attorney representing you, be sure to point out these issues to them and instruct them to follow through with these processes. The lender must prove they have the right to enforce their claim, if you ask for it.

You can further use these strategies if a collection agency is trying to collect on you or third-party trustee is making a claim against you. This is common in trust deed states. Ask them to prove these same points.

Even If the lender actually produces a note (highly unlikely), or a judge is tending to rule against you and that argument, bring up these extra points:

1. Ask the lender to prove that they are in fact the creditor, and a damaged party. The original docs will show that you were the creditor not them.
2. If in bankruptcy, compel them to produce proof of their claim and standing with a form B10. Also require supporting documents if they do produce this form. If they cannot do this, move the judge to close the case. It has been reported that this has proven very effective at both

stalling a foreclosure and getting a final win.

3. Require the so called “lender” to produce sufficient documentation proving they have the “right to foreclose”. Require they produce proof established through proper assignments made to them such as a 1099OID, SA-3, or form 2046. If they were not properly assigned the note AND mortgage/trust deed, they are not a party who can demand payment and foreclose. By the way, this is also fraud they may have committed. Keep that in mind. They may try to trick you here, so be sure that these documents were established prior to the foreclosure action beginning. Require the judge to compel them to show this proof, or admit to fraud. Remember, a copy (or original) of the note alone is not enough of the right to foreclose.

REF: Form FR 2046 see <http://www.federalreserve.gov>

IRS form 1099 OID

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**Here are some additional LEGAL ELEMENTS AND ARGUMENTS you can bring up – make the alleged lender prove their standing and right to foreclose and have a claim as a creditor. When formulating your counter claim, response to their lis pen dins, doing negative averment counter claim, or even taking action to sue the lender to stop their action, in bankruptcy court, or even after a foreclosure, you can force them to bring in this evidence:**

- Prove they have the original, unaltered note
- Prove their claim with documentary evidence
- Prove they are the creditor
- Prove they are a damaged party with accounting documents to support it
- Prove they have not committed an act Counterfeit securities with the - show even certified from and back of Note, and that it was NOT converted into cash.

The idea is make them bring the “damaged party” into the court (but YOU are the creditor). They must produce to prove they are the creditor and that they loaned money (they can't...you are the creditor). They must prove this, with this specific evidence, or the judge need to be moved to dismiss.

**Evidence you can demand they produce** (and likely can't – then you win):

- 1) form S3 registration statement
- 2) form 424(b)(5) prospectus (for the SEC)
- 3) form FR 2046 balance sheets
- 4) form FR 2049 balance sheets
- 5) form FR 2099s balance sheets

You can also bring up with the lender: Profits from stock market, trading your instruments?

**Watch out for trickery and deception.** Hold your ground, and literally object to everything this is less than these original unaltered documents. Even a copy of the note is counterfeit, to object to that discussion. If they ask “is this your signature” on a copy of the note, object to that. A copy is not the original, so NO it is NOT your signature! Getting the idea?

Be sure to also review the Quick Start guide for a more complete plan of action, and review <http://livingfreeandclear.com/selflegal> is facing a possible court situation. Start early on this. The idea is to minimize legal costs using this quick legal training option.