https://livinglies.me/2022/09/28/crisis-mounts-as-homeowners-fail-to-secure-representation-in-foreclosures/?fbclid=IwAR0-aTvPdP8cCFK0tVD2rJsS1FwqR2jsfaxU4IMIWqWHM5FTG0b7_gmJf2o

SUE THE PETTIFOGGER SHYSTERS

You don't need to understand the complexity of what they are calling "securitization" to know that **what they are doing is wrong and completely unethical, and immoral.**

It is not up to the homeowner to prove they don't owe the money. **It is up to the party who is issuing a claim to prove that the homeowner DOES owe the money and that the homeowner owes money to the claimant — not some general "they" in cyberspace.**

If they can't do that, no legal claim has ever been recognized, and I hope there never will be. Neither the homeowner nor the lawyer must know why they won the case. They just need to win it.

If, like in many cases, this is the second time the opposition tried and failed to get a foreclosure, **you have the grounds for aggravating circumstances that support claims for punitive damages.**

And **most court systems agree that emotional distress for a wrongfully pursued foreclosure automatically creates damages, the amount of which would be determined by a jury.**

STANDING

The legal right to initiate a lawsuit. To do so, a person must be sufficiently affected by the matter at hand, and there must be a case or controversy that can be resolved by legal action. There are three requirements for Article III standing:

(1) injury in fact, which means an invasion of a legally protected interest that is (a) concrete and particularized, and (b) actual or imminent, not conjectural or hypothetical;

(2) a causal relationship between the injury and the challenged conduct, which means that the injury fairly can be traced to the challenged action of the defendant, and has not resulted from the independent action of some third party not before the court; and

(3) a likelihood that the injury will be redressed by a favorable decision, which means that the prospect of obtaining relief from the injury as a result of a favorable ruling is not too speculative. Lujan v. Defenders of Wildlife, 112 S. Ct. 2130, 2136 (1992) (Lujan). The party invoking federal jurisdiction bears the burden of establishing each of these elements. Id.

In deciding whether xxx has standing, a court must consider the allegations of fact contained in xxx's declaration and other affidavits in support of his assertion of standing. See Warth v. Seldin, 422 U.S. 490, 501 (1974) (Warth). see also Warth, 422 U.S. at 501 (when addressing motion to dismiss for lack of standing, both district court and court of appeals must accept as true all material allegations of the complaint and must construe the complaint in favor of the party claiming standing).

Standing is founded "in concern about the proper--and properly limited--role of the courts in a democratic society. " Warth, 422 U.S. at 498

Warth v. Seldin, 422 U.S. 490 (1975), was a United States Supreme Court case in which the Court reviewed the concept of judicial standing and affirmed that if the plaintiffs lacked standing, they could not maintain a case against the defendants. The Court found that as none of the plaintiffs could demonstrate any injury actually done to them by the defendants, the plaintiffs were third parties to the issue and had no standing to sue

Karl Lentz 124 - No injury, no case - YouTube

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https://livinglies.me/2022/10/03/its-complicated-but-you-can-make-it-simple-how-each-refinancing-produces-pure-profit-from-a-new-tree-of-issuance-and-sales-of-securities-without-retiring-the-old-one/

THIS IS ABOUT TRANSACTIONS THAT ARE SOLD AS REFINANCING BUT WHICH DO NOT PAY OFF ANY PRECEDING OBLIGATION OR DEBT.

The investment bank is running the show. It is the investment bank that, using borrowed dollars, funded your transaction with UWM. and it was the same investment bank that received the benefit of a new tree of securitization issuance and sales without retiring the old one. Those “borrowed dollars” were repaid by the first tree (ABC) of securities and the second tree (XYZ) was pure profit.

So they fabricated documents that make it appear as though there is an underlying claim that has been transferred. But underneath, there is no such claim.*The fact that you have not made a scheduled payment is not a default if you were paying the wrong party or paying on an account that no longer exists.*The default only exists only upon the declaration of a party who owns the unpaid loan account that is claimed to exist. The bottom line problem for the foreclosure mill is that while they might escape liability for making false claims under the doctrine of litigation immunity, they cannot save a case that is revealed not to exist.

The lawyer has received electronic instructions to initiate foreclosure proceedings. But he/she does not know the source of those instructions. He only knows the information that has been supplied to him/her, which is that there exists documentation of a lien on the property arising from the presumption that the lien is collateral to assure the faithful performance of an underlying obligation on the terms outlined in the promissory note.

That underlying obligation ONLY exists if you were involved in a business transaction in the real world in which you received money as a loan from a known lender who had a risk of loss and claimed ownership of the presumed loan account. This is a “Lender” who is required to conform with lending and servicing laws. The trick played on you and which is being played on the court is that

there is no lender or successor lender — if the court accepts the premise that a lender is one who owns the unpaid loan account and maintains that account on its books and records.

There is no such party or account. And by law, it is up to the claimant to show there is one, not for you to show that there isn't. The foreclosure mill lawyers bridge that problem by simply fabricating forged documents with false information recited on those documents. The documents are not "instruments" because they do not legally do anything because there is no qualified grantor (one who owns the right being granted) nor any qualified grantee (one who paid value for the implied ownership of the unpaid loan account). But they pretend to be instruments.

3,041 CRIME SCENES | Clouded Titles Blog (wordpress.com)

Excerpt: This is a significant day in the history of mortgage repayment histories. Many a borrower has been told that in order to do a loan modification, they have to be 90 days late on their payments. There is an underlying reason for this.

On Day 91 is when the REMIC and its servicer get to "cash in on the chips".

On average, a $500,000 mortgage loan will net the REMIC and its servicer $7,000,000 after Day 91. How's that possible?

Credit default swap payouts. Default insurance payouts. Defective title insurance payouts. PMI, LPMI and MIP payouts. And then, the servicer, who has been dutifully paying the certificate holders (investors) of these REMICs every month gets more gravy by foreclosing on the house, alleging default on the part of the borrower when they know in fact, they told the borrower to stop making the mortgage payments ... or, even in light of that ... made the mortgage payments (principal and interest) to the investors ... so they were never in default in the first place!

Maxim-**no cause of action may arise from fraud**...The UCC dictates that 3rd party payments serve first to reduce/extinguish any obligation...

Not even the Federal Government Can Determine Who owns Your Loan | Livinglies's Weblog
Originally posted at http://mortgageflimflam.com With additional edits by http://4closurefraud.org

"Counter-intuitive" is the way Reynaldo Reyes (Deutsche bank VP Asset Management) described it in a taped telephone interview with a borrower who lived in Arizona. "we only look like the Trustee. The real power lies with the servicers."

And THAT has been the problem since the beginning. That means "what you think you know is wrong." This message has been delivered in thousands of courtrooms in millions of cases but Judges refuse to accept it. In fact most lawyers, even those doing foreclosure defense, and even their clients — the so-called borrowers — can't peel themselves away from what they think they know.

In the quote above it is obvious that the sentencing document reveals at least two things: (1) nobody can trace the loans themselves which in plain English means that nobody can know who loaned the money to begin with in the so-called loan origination" and (2) nobody can trace the ownership of the loans — i.e., the party who is actually losing money due to nonpayment of the loan. Of course this latter point was been creatively obscured by the banks who set up a scheme in which the victims

(investors, managed funds, etc.) continue to get payments long after the “borrower” has ceased making payments.

If nobody knows who loaned the money then the presumption that the loan was consummated when the “borrower” signed documents placed in front of them is wrong for two reasons: (1) all borrowers sign loan documents before funding is approved which means that no loan is consummated when the documents are signed. and (2) there is no evidence that the “originator” funded the loans (regardless of whether it is a bank or some fly by night operation that went bust years ago) loaned any money to the “borrower.” (read the articles contained in the link above).