No. 43294-3-II

IN THE COURT OF APPEALS, DIVISION II

OF THE STATE OF WASHINGTON

KEITH PELZEL,

Appellant,

v.

NATIONSTAR MORTGAGE, LLC; QUALITY LOAN SERVICE CORPORATION OF WASHINGTON; HOMECOMINGS FINANCIAL NETWORK, INC.; MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.,

Respondents,

BRIEF OF APPELLANT

Keith Pelzel, Pro-Se
1121 Harrison Ave #500
Centralia, WA 98531
(253) 208-9078

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A. INTRODUCTION

Appellant Keith Pelzel brings this action to the Court of Appeals Division II because the Superior Court of Pierce County failed to account for all the facts that are in dispute. The Court ruled for a Motion for Summary Judgment against Appellant. Summary judgment is appropriate only when there is no genuine issue or issues as to any material fact and the moving party is entitled to judgment as a matter of law. Since Appellant presented genuine issues of material fact that should have been presumed true the trial court made an error in granting Summary Judgment.

This Court should reverse the trial court's orders and reinstate Mr. Pelzel's complaint where Appellant has proved facts, presumed to be true, that justify their recovery.

B. ASSIGNMENTS OF ERROR

(1) Assignments of Error

1. The trial court erred on March 02, 2012 when it granted the Motion of Summary Judgment from Nationstar Mortgage, LLC (Nationstar), Quality Loan Service Corporation of Washington (QLSCW), Mortgage Electronic Registration Systems, Inc. ("MERS") by failing to take into consideration all the facts that are in dispute. (CP 287-288)

(2) Issues Pertaining to Assignments of Error

1. Did the trial court erroneously grant the alleged beneficiary standing when clearly deceptive practices were used to create the alleged standing? (Assignment of Error Nos. 1)

2. Did the trial court fail to understand and enforce the Washington State statutes? (Assignment of Error Nos. 1-2)

3. Did the trial court understand that the "Deed of Trust Act (RCW 61.24) must be construed in favor of the borrowers?

C. STATEMENT OF THE CASE

Appellant, Keith Pelzel, the owner of real property located at 6405 161st Street East, Puyallup, WA. Keith Pelzel will clearly show the many abuses of the Deed of Trust Act "RCW 61.24 *et seq*" and the violations of the Consumer Protection Act "RCW 19.86 *et seq*" by the alleged mortgage servicer Nationstar Mortgage, LLC and their partners (MERS and QLSCW). Using smoke and mirrors tactics to create standing to take what is not rightfully theirs to take. Appellant will show substantive violations of the statutes of Washington State and the rules of evidence which have harmed or will harm Appellant. Here is a very simple list of actions by Respondents.

1. Nationstar initiated foreclosure against Mr. Pelzel by mailing a Notice of Default to Mr. Pelzel on November 13, 2009. (CP16-22)

2. QLSCW, as alleged attorney in fact for Nationstar, executes an "Appointment of Successor Trustee" dated November 17, 2009, which is recorded into the offices of the Pierce County Recorder's office. (CP122-124)
3. Nationstar, with the help of MERS, continued on its path of foreclosure of Mr. Pelzel's property by improperly and or deceitfully recording a document ("Assignment of Deed of Trust" recorded on 12/07/2009) in Pierce County recorder's office that would allegedly give Nationstar authority to act in this particular case. (CP 125-127)
4. QLSCW, as Successor Trustee, moves forward by recording two different "Notice of Trustee's Sale" against Mr. Pelzel's and his property. (CP 128-134)

D. STATEMENT OF ISSUES

1. Can MERS assign, as Nominee for the Beneficiary, when the Beneficiary for whom MERS is a Nominee for no longer has an interest in the promissory note.
2. Can MERS assign what it does not possess?

3. Can MERS continue to act as Nominee, in regards to a particular promissory note and Deed of Trust, for a Beneficiary that has signed its interest in the promissory note away?
4. Did MERS actions cloud the title of the above listed property?
5. Do MERS's actions (if found in the wrong) invalidate all further actions based on MERS action?
6. Does RCW 61.24.030(7)(a) for residential housing require the Beneficiary to be the owner and holder of the Promissory Note in order to deliver a Beneficiaries Declaration to the Trustee?
7. Can Nationstar use the UCC (and its WA State equivalent RCW 62A *et seq*) in its claimed holdership of said promissory note to qualify for the requirements of RCW 61.24.030(7)(a).
8. Nationstar claims to be the servicer for Fannie Mae, yet provides no proof. Does Rules of Evidence 802 apply to this particular issue? Would Nationstar be required to provide proof of its servicing contract with Fannie May prior to receiving Summary Judgment?

E. SUMMARY OF ARGUMENT

The trial court erred in its ruling for summary judgment for the following reasons:

1. MERS cannot assign, as Nominee for the last recorded Beneficiary, when the Beneficiary that MERS is claiming to be a Nominee for no longer has an interest. MERS assigns the Deed of Trust (CP 125-127) from Homecomings Financial Network, Inc on December 07, 2009. Yet in Respondents motion for summary judgment (CP 149), Nationstar admits to having the promissory note continuously in its own possession from January 23, 2009. If Nationstar was holding the promissory note 10-11 months before (January 23, 2009), why did MERS do an Assignment of Deed of Trust, on December 07, 2009, as Nominee for Homecomings Financial Network, Inc who was clearly out of the picture and had no financial interest whatsoever. (A violation of RCW 19.86.020 "deceptive acts or practices")
2. MERS cannot assign what it does not have in its possession. MERS clearly did not have the promissory note in its possession. MERS cannot assign what it does not have, nor did it ever have. MERS did their "Assignment of Deed of Trust" (CP 125-127) on December 07, 2009. Yet Nationstar claims to have in its possession the promissory note since January 23, 2009. (CP 138) How can MERS, as Nominee for Homecomings Financial Network, assign the deed of trust including the promissory note from Homecomings

Financial Network when Nationstar has supposedly held the promissory note for eleven months prior. And then Nationstar admits that Fannie Mae is the owner of the promissory note, not Homecomings Financial Networks. Respondents by their own admission contradict themselves. The MERS "Assignment of Deed of Trust" has no force or effect. It is therefore faulty to rely upon that document for any further action. This was argued in the "Response to Motion for Summary Judgment" CP 202-203. (A violation of RCW 19.86.020 "deceptive acts or practices")

3. MERS can only assign as Nominee for the Homecomings Financial Network, Inc if Homecomings Financial Network, Inc still has an interest. MERS did its "Assignment of Deed of Trust" (CP 125-127) as Nominee for Homecomings Financial Network, Inc. Yet again, we see that by looking at the Respondents motion for summary judgment exhibit "A", page 4 (promissory note)(CP 169), Homecoming Financial Network, Inc has signed their rights away. The promissory note has been endorsed by GMAC. Therefore, Homecoming Financial Network, Inc cannot assign what it does not own or have an interest in. This fact alone invalidates MERS assignment and leaves Nationstar for wanting of standing. For there to be a valid assignment for the purposes of

foreclosure, both the note and the deed of trust must be assigned by a party that has interest in both the deed of trust and the promissory note. (A violation of RCW 19.86.020 "deceptive acts or practices")

4. MERS new that Fannie Mae was the owner of the promissory note (CP 56-57). MERS own website lists Fannie Mae as the owner of the promissory note. Yet still MERS executed an "Assignment of Deed of Trust" (CP 125-127) to Nationstar listing Homecoming Financial Network as the Beneficiary from which MERS is a Nominee for. MERS purposefully recorded a false document that others would rely on. Furthermore, by recording a false document MERS cause a cloud on Appellants title. Nowhere in the chain of title is Fannie Mae listed, or showing giving authority to Nationstar. MERS's action clouded the title. MERS's action was purposely and specifically deceitful to try to give Nationstar standing. (A violation of RCW 19.86.020 "deceptive acts or practices")
5. If the MERS "Assignment of Deed of Trust" to Nationstar is a nullity, then any further actions by Nationstar would also be a nullity, and of no effect (see *Carpenter v Longan*, US SUPREME COURT, 1873). Therefore QLSCW "Appointment of Successor Trustee" recorded in Pierce County Auditor's office (CP 122-124)

is also a nullity, as QLSCW derived it authority from Nationstar as "Attorney in Fact" for Nationstar which derived its authority on a invalid and deceitful document ("Assignment of Deed of Trust", CP 125-127). By circumventing the foreclosure process Defendants have created a cloud on Appellants title. It is important to remember that the deed of trust serves no purpose without the promissory note. Only with the promissory note does the deed of trust have any authority or ability to used as a security agreement. (A violation of RCW 19.86.020 "deceptive acts or practices")

6. Nationstar admits it is not the owner of the promissory note (CP 163-164, Respondents motion for summary judgment, Smith declaration, page 2). Using RCW 61.24.030(7)(a)- "*That, for residential real property, before the notice of trustee's sale is recorded, transmitted, or served, the trustee shall have proof that the beneficiary is the owner of any promissory note or other obligation secured by the deed of trust. A declaration by the beneficiary made under the penalty of perjury stating that the beneficiary is the actual holder of the promissory note or other obligation secured by the deed of trust shall be sufficient proof as required under this subsection*" (emphasis added)-- and the plain meaning rule ("Plain Meaning Rule"- *This rule requires judges to*

give words in the law their "plain meaning" - what an ordinary reasonable person would believe a word means in the context of the statute where it's found.) (*A statute must not be judicially construed in a manner that renders any part of the statute meaningless or superfluous*. Svendsen v. Stock, Wash St. Supreme Court 2001, and *"We are required, when possible, to give effect to every word, clause and sentence of a statute"*, International Paper Co. v. Department of Rev.) clearly the Beneficiary is required to be both the owner and holder of the promissory note to proceed with foreclosure of a residential real property. In fact, the title of chapter RCW 61.24.030 is "Requisites to trustee's sale". The word "Requisites" according to THE OXFORD COLLEGE DICTIONARY, (Second Edition) means "*a thing that is necessary for the achievement of a specific end*". In this case the thing necessary is that Nationstar must be the owner of the promissory note before a "Notice of Trustee's Sale" can be recorded into the county recorders or given to the Grantor(s). Therefore, Nationstar transmitted a defective declaration (see exhibit "D" of the Motion for Summary Judgment) to Quality Loan Service Corporation of Washington ("QLSCW"). Further, this also complies with the logic and the goals of the Deed of Trust Act which are *"(1) that the*

nonjudicial foreclosure process should be efficient and inexpensive, (2) that the process should result in interested parties having an adequate opportunity to prevent wrongful foreclosure, and (3) that the process should promote stability of land titles" which was stated in *COX v. HELENIUS*, specifically number 3. In order to promote the stability of land titles, from a nonjudicial standpoint for residential properties, only the owner and holder of the promissory note may foreclose. Also see "Amresco Independence Funding v. SPS Props., LLC" which states that "*lenders must strictly comply with the statutes, and courts must strictly construe the statutes in the borrowers favor*".

Therefore, since Nationstar admits it is not the owner of the promissory note, Nationstar did not have standing to initiate a declaration per RCW 61.24.030(7)(a). In fact, the Legislature has enacted further legislation (see RCW 61.24.163(8)(b)(iii)) which also states that the Beneficiary must be the Owner of the promissory note to enter into mediation. Clearly, the Legislature chose the word "Owner" carefully as one of their requirement(s) to proceed with a trustee's sale. Nationstar by their own admission is not the owner and therefore is stopped from using the Deed of Trust Act or its provisions to foreclose nonjudicially. We must

remember that using the Deed of Trust Act is considered a voluntary act by both parties (See Kennebec v. Bank of the West, WA Supreme Court 1977). Nationstar's alleged servicer contract (alleged because there is no proof whatsoever of any such contract) with Fannie Mae does not have authority over the Deed of Trust Act and RCW 61.24.030(7)(a) would precluded Nationstar from sending QLSCW a Beneficiaries declaration because Nationstar is not the owner of the promissory note which is required for residential real property, which this property is. The Legislature made provisions for an agent in so far to issue the "Notice of Default", but did not recognize an agent with residential real property to issue a declaration, but required the owner only to issue that declaration per RCW 61.24.030(7)(a). Now Appellant (Mr. Pelzel) wants to point out the fact that the Washington State Legislature has made many distinction in the Deed of Trust Act (RCW 61.24 *et seq*). The Legislature has made clear distinctions between Agriculture, commercial, residential real property, and residential real property homeowner occupied Deeds of Trust's; and the different requirements for each category. One size does not fit all and the Legislature has made clear and different requirements for different uses. This fact is important for an

understanding of the Deed of Trust Act and its provisions and how it pertains to Appellant's appeal. (A substantive violation of RCW 61.24.030(7)(a) and RCW 19.86.020 "deceptive acts or practices")

7. Nationstar is listed as the owner of the promissory note and the Servicer in the "Notice of Default" (Cp 17). Fannie Mae should have been listed as the promissory note owner, not Nationstar. RCW 61.24.030(8)(l) specifically states *(8) "That at least thirty days before notice of sale shall be recorded, transmitted or served, written notice of default shall be transmitted by the beneficiary or trustee to the borrower and grantor at their last known addresses by both first-class and either registered or certified mail, return receipt requested, and the beneficiary or trustee shall cause to be posted in a conspicuous place on the premises, a copy of the notice, or personally served on the borrower and grantor. This notice shall contain the following information:" and (8)(l) "In the event the property secured by the deed of trust is residential real property, the name and address of the owner of any promissory notes or other obligations secured by the deed of trust and the name, address, and telephone number of a party acting as a servicer of the obligations secured by the deed of trust; and*"(emphasis added). Instead, Nationstar listed themselves as

both the promissory note owner and Servicer. Appellant specifically brought this point out to the Judge in his Motion for Reconsiderment. (A substantive violation of RCW 61.24.030(8)(l) and RCW 19.86.020 "deceptive acts or practices")

8. Nationstar admits it is a servicer/agent for Fannie Mae, yet provides no proof (Rules of Evidence, 802). Nationstar could have submitted some factual documentation to prove that they are the alleged servicer for Fannie Mae. And that by being the alleged servicer that gives them the right to foreclose in the name of Nationstar. However, Nationstar did not do so, and as such, this should be considered nothing more than hearsay. Now, assuming for an instant that Nationstar is the servicer for Fannie Mae, Appellant Keith Pelzel asks this question, are the laws and statutes of Washington State subject to the servicing contract between Fannie Mae and Nationstar, or are Fannie Mae and Nationstar subject to the laws and statutes of Washington State. RCW 61.24.030(8)(l) requires that for residential real property, both the owner and servicer name and address on the "Notice of Default". Yet QLSCW simply put Nationstar as both Owner and Servicer (see CP 170-173, Motion for Summary Judgment, exhibit "B", page 1). However, Nationstar admitted that they are not the owner

of the promissory note. Again, documents were transmitted to Appellant that was deceitful in its nature. (A violation of RCW 61.24.030(8)(l) and RCW 19.86.020 "deceptive acts or practices")

9. Nationstar claims it gets its standing from Fannie Mae as servicer for Fannie Mae (CP 164, motion for summary judgment, *Smith Declaration* page 2). Yet Fannie Mae has not endorsed the promissory note. How can Fannie Mae convey standing to Nationstar to foreclose when Fannie Mae is not a person to enforce the promissory note; that meaning that to be a person to enforce the promissory note one must have endorsed the promissory note. The Oklahoma Supreme Court just visited this scenario and came to the same conclusion (see DEUTSCHE BANK NATIONAL TRUST COMPANY v. BYRAMS, and DEUTSCHE BANK NATIONAL TRUST v. BRUMBAUGH). If Fannie Mae is not a "Holder in due course" then how can it pass any authority to Nationstar to foreclose. (A violation of RCW 19.86.020 "deceptive acts or practices")

10. Nationstar claims that "Nationstar as Holder of the note has the right to foreclose". Nationstar claims in there "Motion for Summary Judgment" page 14, subtitle "c" (CP 148) that "Nationstar as Holder of the promissory note has the right to

foreclose". Nationstar uses RCW 62A.3-301. RCW 62A *et seq* is the Washington State adoption of the Uniform commercial Code (hereinafter "UCC") as part of their argument for standing to foreclose. That argument fails for these reason:

a. The Legislature did not make RCW 62A *et seq* applicable to the Deed of Trust Act. Reading of RCW 61.24.010 (1) *et seq,* one can see where and how the Legislature allowed for the use of many different types of Trustee's (attorney's, Title Companies, different domestic corporation of Title 23B, 30, 31, 32, or 33, ect). How would it be possible for all these different types of "Trustee" to have a clear understanding of UCC and how it pertains to whatever issue may be brought before the Trustee. This why UCC is not applicable to the Deed of Trust Act.

b. Nationstar claims to be the Beneficiary using RCW 61.24.005(2) and that gives them the right to foreclose. Yet Nationstar cannot foreclose lawfully because they do not meet the RCW 61.24.030- "Requisites to trustee's sale". More specifically subpart (7)(a) which requires for residential real property the Beneficiary to be the owner of the promissory note or other obligation. Nationstar use of

RCW 62A 3.205 and RCW 62A 3.301(CP 148, motion for summary judgment page 14, line 16-27) is more smoke and mirrors. The Deed of Trust Act does not allow or make reference to UCC. The Deed of Trust Act must be construed in the Grantors favor as the court have continuously ruled (*"Since the statutes allowing for nonjudicial foreclosure dispense with many protections commonly enjoyed by borrowers", "lenders must strictly comply with the statutes, and courts must strictly construe the statutes in the borrower's favor."* Amresco Independence Funding, Inc. v. SPS Props., L.L.C. , 2005).

c. Nowhere does the Deed of Trust Act (RCW 61.24 *et seq*) make reference to, or submit to RCW 62A *et seq*, hereinafter "UCC". The use of such would deprive the grantor of their Due Process Rights for the following reasons:

    i. The Deed of Trust Act is for nonjudicial foreclosure. By allowing the use of UCC into the Deed of Trust Act the Grantor has lost his Judicial oversight protection. The court system is there for a fiduciary protection for both parties (or all parties).

If a Beneficiary is allowed to claim use of UCC (or any portion thereof), what assurances does the Grantor have that said use of the UCC would be true and correct. And, what assurances will the Grantor have that the individual working for or acting as the "Trustee" has the qualification to interpret correctly the UCC.

ii. In the "Report of the Permanent Editorial Board for the Uniform Commercial Code Application of the Uniform Commercial Code to Selected Issues relating to Mortgage Notes November 14, 2011", hereinafter the "Board", the Board came to the following conclusion with this statement-"*Although the UCC provisions are settled law, it has become apparent that not all courts and attorneys are familiar with them. In addition, the complexity of some of the rules has proved daunting.*" This is very important for the following reasons:

1. There are no requirements for the Trustee as to his knowledge or skill level regarding the use of or interpretation of the UCC in the Deed of Trust Act. By allowing a

Beneficiary or Trustee to use UCC in court, is tantamount to allowing them (Beneficiary or Trustee) to use the UCC outside of court where there is no judicial oversight. Specifically allowing an alleged Beneficiary to claim rights to foreclose or send a Beneficiaries declaration, as is required RCW 61.24.030(7)(a), to a Trustee using any UCC statutes.

2. There is no reference, direct or implied, to use of UCC in the Deed of Trust Act specifically for residential real property.
3. There are no requirements on continuing educational requirements for the Trustee in the Deed of Trust Act.
4. The Grantor has no assurances that if Grantor were to write to the Trustee and protest the alleged "default" as stated in the "Notice of Default" that said Trustee would be able to correctly discern to the many defenses provided by UCC afforded to the

Grantor. This is critical, (quid pro quo- "*An action or thing that is exchanged for another action or thing of more or less equal value*") if the alleged Beneficiary wants to use UCC in the Deed of Trust Act then what assurances does the grantor have that the Trustee and Beneficiary will adhere to the grantors use of the UCC for their defenses.

5. The courts have consistently ruled that "*show me the note defense*" does not apply to the Deed of Trust Act for residential properties. (See Mansour v. Cal-W. Reconveyance Corp. (D. Ariz. 2009), ["Courts have routinely held that Plaintiff's 'show me the note' argument lacks merit."], citing Ernestberg v. Mortgage Investors Group, (D.Nev. 2009); Respondent agrees, but for these very specific reasons:

    a. The Deed of Trust Act has procedures in place that are for

grantors protection (see, but not limited to, RCW 61.24.030(7)(a)).

b. By causing the alleged Beneficiary to declare that they are they owner and holder of the promissory note the courts can take that declaration on face value unless presented with evidence that would refute either their ownership or holder-ship status. (Appellant has used Respondents own evidence as evidence against Respondents) (Further, Appellant challenged the veracity of Respondents "declaration" by alleging that Fannie Mae was the rightful owner of the promissory note (CP 3-6), thereby arguing that the said "declaration" (per RCW 61.24.030(7)(a)) could not be true, correct, and complete.)

c. That even though in UCC the alleged debtor/grantor has defenses under UCC (see RCW 62A.3-305, but not limited to), not all of these defenses are allowed in "produce the promissory note theory" against the Beneficiary because the UCC does not override the Deed of Trust Act. One of the defenses afforded a person in UCC is to make the one claiming the alleged debt to the debtor to produce the note. Yet the courts have not allowed this type of defense under the Deed of Trust Act. If an individual does not have the right to use any and all UCC "defenses", then "quid pro quo"... then the use of UCC for both sides should be barred.

iii. Clearly, by not applying all of the UCC and or having a qualified Trustee with the experience to

interpret the UCC, and the ability of Grantor to appeal for his rights, this will violate the Grantors due process rights ("Aside from all else, "due process" means fundamental fairness and substantial justice" Vaughn v. State, 3 Tenn.Crim.). Therefore, if the Grantor is not allowed to exercise his UCC due process rights, then "*quid pro Quo*", neither should the Beneficiary be allowed to use UCC against the Grantor. (for all of #9, A violation of RCW 19.86.020 "deceptive acts or practices")

11. Quality Loan Service Corporation of Washington, as allegedly appointed as successor trustee (hereinafter "QLSCW") (see CP 174-175, exhibit "C" of the motion for summary judgment), if shown to be a lawful "trustee", violated its duty of good faith to Appellant. RCW 61.24.010(4) states that "The trustee or successor trustee has a duty of good faith to the borrower, beneficiary, and grantor". QLSCW should not have accepted the "declaration" (CP 176, Exhibit "D" of the motion for summary judgment) from Nationstar as acceptable and meeting the requirements of RCW 61.24.030(7)(a). There are no provisions in the afore mentioned statute for "authorized agents". By accepting a defective

declaration, QLSCW allowed and participated with Nationstar to deceive and deprive Appellant Keith Pelzel of his property. (A violation of RCW 19.86.020 "deceptive acts or practices")

E. CONCLUSION

Nationstar, with help from its "partners" MERS and QLSCW, has tried to show that Nationstar has standing to use the Deed of Trust Act to foreclose on Mr. Pelzel's property by very deceptive means. This action by Respondents has caused harm and damage to Mr. Pelzel. Nationstar cannot meet the requirements of the Deed of Trust Act and therefore is barred from proceeding against Mr. Pelzel. It must be remembered that both parties entered into the Deed of Trust voluntarily. The Deed of Trust Act must be applied to both parties evenly.

More recently, Washington State Supreme Court ruled in *Bain v. OneWestBank, F.S.B.* against MERS. The court found that there were genuine issues of material fact regarding MERS. See also, Klem v Washington Mutual February, 2013 where the Court held in a similar case that "Bank of America 'became beneficary by the virtue of the Assignment of the Deed of Trust executed by MERS'." But, "these documents have been proven to be defective in form and substance" because the Washington State Supreme Court ruled that MERS cannot

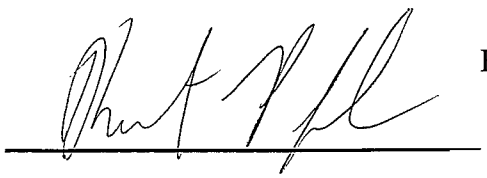
serve as nominee for the beneficiary." See also Bradburn v. ReconTrust, et al. | No. 11-2-08345-2.

Even if a sale has not occurred, the Appeals Court has already ruled in Walker v. Quality Loan Service Corp. of Washington et al., No 65975-8-1, 2013 that a property owner could recover on a claim of "wrongful foreclosure" even though no sale occurred. Because a claim of wrongful foreclosure may also give rise to a cause of action under the Consumer Protection Act and Federal Fair Debt Collection Act, each of which provides for a recovery of attorney fees for an injured (and successful) plaintiff, it is certain that this decision will lead to a wave of new litigation against lenders.

A motion for summary judgment must be construed in the non-moving parties best interest. There are genuine issues of material fact that the lower court simply overlooked and did not take into consideration when the court rendered its judgment.

Appellant asks this court to reverse the lower court and reverse the "Motion for Summary Judgment" for further proceedings. Appellant also asks for fees and cost.

DATED this 18th day of April, 2014.



By

Keith Pelzel

CERTIFICATE OF SERVICE

The undersigned hereby certifies under penalty of perjury under the laws of the State of Washington that, on April 18, 2014, he caused the *BRIEF OF APPELLANT* to be served on Defendants/Respondents at the addresses listed below and in the manner shown:

Nationstar Mortgage LLC C/o McCarthy & Holthus, LLP Mary Stearns, Esq., WSBA #42543 19735 10th Ave NE, Suite N-200 Poulsbo, WA 98370 PH: (206) 319-9100, FAX: (206) 780-6862	____ Via hand delivery by ABC Legal messenger services __X__ Via U.S. Mail, First Class, Postage Prepaid _____ Via Overnight Delivery _____ Via Facsimile _____ Via E-mail
QUALITY LOAN SERVICE CORPORATION OF WASHINGTON C/o McCarthy & Holthus, LLP Mary Stearns, Esq., WSBA #42543 19735 10th Ave NE, Suite N-200 Poulsbo, WA 98370 PH: (206) 319-9100, FAX: (206) 780-6862	_____ Via hand delivery by ABC Legal messenger services __X__ Via U.S. Mail, First Class, Postage Prepaid _____ Via Overnight Delivery _____ Via Facsimile _____ Via E-mail
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. C/o McCarthy & Holthus, LLP Mary Stearns, Esq., WSBA #42543 19735 10th Ave NE, Suite N-200 Poulsbo, WA 98370 PH: (206) 319-9100, FAX: (206) 780-6862	____ Via hand delivery by ABC Legal messenger services __X__ Via U.S. Mail, First Class, Postage Prepaid _____ Via Overnight Delivery _____ Via Facsimile _____ Via E-mail

By _____
Keith Pelzel, Pro Se