

NOTICE OF APPEAL

WASHINGTON STATE COURT OF APPEALS Division 1

King County Superior Court . Cause No. 14-2-22800-7 SEA

Court Appeals of the State of Wa. Div. 1 No. 73023-1-I

Levi A. Lake,

Plaintiff-Appellant

-against-

Premier Financial Services, Inc.

Defendant

FILED
COURT OF APPEALS DIV 1
STATE OF WASHINGTON
2015 JUN 17 PM 3:18

APPELLANT'S BRIEF

Levi A. Lake (Pro Se)

500 Kirkland Ave A-3

Kirkland, WA. 98033

206-792-0491

TABLE OF AUTHORITIES

Washington Statutes:

RCW 7.28.010

RCW 7.28.060

RCW 7.28.100

RCW 7.28.120

RCW 7.28.280

RCW 40.16.030

RCW 65.08.090

RCW 9A.60.010

RCW 9A.08.020

RCW 9A.60.040

Washington State Constitution:

Article 1 Sec. 2 Supreme Law of the Land

Article 1 Sec. 3 Personal Rights

Article 1 Sec. 5 Freedom of Speech

Article 1 Sec 7. Invasion of Private Property

Washington Cases:

Bain v. Metro. Mortg. Grp. Inc. 175 Wash. 2d 83, 92-93, 285 P.3d 34 (2012)

Walker v. Quality Loan Serv. Corp. of Wash., 176 Wash. app. 294, 309-10, 308 P.3d 716 (Div. 1, 2013)

Federal Constitution:

Article VI, Paragraph 2 (Supremacy Clause)

The Fifth Amendment

The Enabling Act of the Wash. Territory

Homestead Act of (1862)

Thirty Seventh Congress Session II CU. 75 Sec 2 (1862) "All Land Patents are supported by one or more acts of congress".

Federal Law:

Truth In Lending Act (TILA) And Regulation Z (12 CFR 226)

I. ASSIGNMENT OF ERROR

- No.1. The court/commissioner erred in not granting the Default Judgment to quite title.
- No. 2. The court/commissioner erred in not signing the order authorizing publication.
- No. 3. The court/commissioner erred in ruling that notice must be given to (MERS) and the fraudulent assignments that followed.
- No. 4. The court/commissioner erred in ruling that the Land Patent is not recognized in law.
- No. 5. The court/commissioner erred in ruling the language in the land patent "sovereign person" is a frivolity.
- No. 6. The court/commissioner erred in asserting jurisdiction over the land patent when there is no legal authority to do so.
- No. 7. The court/commissioner erred in ruling that the law suit is frivolous and dismissing the law suit with prejudice. Based on the land patent.
- No. 8. The court/judge erred in upholding the commissioners unlawful ruling.
- No. 9. The court/judge erred in refusing to follow the WA. State Supreme Court ruling *Bain v. Metropolitan Mortgage Group, Inc. "MERS is not a Beneficiary"*.
- No. 10. The court/judge erred in refusing to obey the US Constitution, the Supreme Law of the Land", and the WA. State Constitution.

INTRODUCTION

Levi Lake appeals the Order of the Commissioner and the Order on Motion

for Revision from the Superior Court of King County. Which (1) denied the Motion for default judgment to Quite Title. (2) denied the Order for Publication. (3) denied the lawsuit out hand with prejudice over the Land Patent. The Court stated "sovereign person" is a frivolity. And completely ignores the fact that a quick claim deed is part of the lawful process to bring the land patent forward into ones own name. The court goes further to say that it has the power to regulate Plaintiffs free speech rights as to the language that can be use in how the land patent is brought forward. Then the judge hearing the Order on Motion for Revision affirms the Commissioners unlawful ruling. King County Superior Court lacks any jurisdiction to make any rulings regarding the land patent. The land patent is the "Supreme Law of the Land". And any lesser Court then the U.S. Supreme Court can not rule or abridge any laws of said Patent. The Court goes further in "Public taking of Private Property" under it's unlawful ruling, holding that the property owner has no rights to recover and clear his broken and slandered chain of title. Thereby rendering the property worthless, with the property owner unable to sell, refinance, or do whatever the legal and lawful owner of the property is entitled to do with his own private property.

"Where a court has jurisdiction, it has the right to decide every question which occurs in the cause, and whether it's decision be correct or otherwise, it's judgment, until reversed, is regarded as binding in every court. But if it act without authority, it's judgments and orders are regarded as nullities. They are not voidable, but simply void, and form no bar to a recovery sought, even prior to a reversal, in opposition to them. They constitute no justification, and all persons concerned in executing such judgment or sentences are considered in law as trespassers. Elliott v. Lessee 26 U.S. 328 (1828)

JURISDICTIONAL STATEMENT

This Court has jurisdiction to hear this appeal pursuant to 2.08.010 on the Quite Title

Action. But lacks subject matter jurisdiction to rule on any matters on the land patent. And has no authority to interrupt, rule or make any legal determination regarding said patent.

ISSUES PERTAINING TO ASSIGNMENTS OF ERROR

1. Does the court have authority to deny the owner of real property, a Quiet Title Judgment. When the owner of the property's title has been clouded and the chain of title has been broken, and slandered by fraudulent and illegal assignments made by others, that have no legal and lawful claims to said property (MERS)?
2. Under 4.28.100 order by publication, does the court have authority to mandate that the plaintiff notice other(s), other than the Defendant, that is listed in the Deed of Trust as the lender? Does the court have the authority to demand that (MERS) who has been ruled illegal as a Beneficiary and has no legal rights of beneficiary in the Washington State Supreme Court, have to be noticed of this legal action when (MERS) holds no interest?
3. By extension, does the court have the authority to demand that notice be given to the fraudulent assignments made on the chain of title, originated by (MERS), when it has been expressly ruled that (MERS) cannot transfer any beneficial interest, or any interest, because it has no interest in the deed of trust and Note to transfer to begin with?
4. Does King County Superior Court have any authority to state that there is not any recognized "land Patent" that is recognized in law that applies to

to the case at hand, when the land patent is the supreme law of the land?

5. Does King County Superior Court have any authority to determine what language is used "sovereign person" in a lawful quick claim deed, that is part of land patent process. To perfect title and claim the assigns forever benefit of the land patent? Does King County Superior Court hold that it as the power to regulate the proper verbiage of the land patent?
6. Does King County Superior Court have the power to over ride the U.S. Constitution, "the Supreme law of the land" in ruling that the law suit is frivolous and dismiss the complaint with prejudice because I hold the land patent and I'm the legal and lawful owner of my home and land?
7. Does King County Superior Court hold that it has jurisdiction over a land patent granted by an act of Congress and signed by the President of United States? Is King County Superior Court bound by the Supremacy Clause of the Constitution to uphold the treaty making the Patent a statutory limitation through the land?
8. Does a King County Judge have the authority to uphold an unlawful ruling from a commissioner who as ruled outside of his jurisdiction? And has no judicial immunity for his illegal act.
9. Does King County Superior Court have the authority to disregard the Washington State Supreme Court ruling that (MERS) is not a Beneficiary and has no legal rights of a Beneficiary? Holds nothing and has no interest in the Deed of Trust and the Note?

10. Does King County Superior Court have the authority to disobey the U.S. Constitution the "Supreme Law of the Land" which a land patent is considered?

ARGUMENT

This legal action is to Quiet Title to my property at 500 Kirkland Ave, A-3 Kirkland, WA. 98033 Assessor's Tax Parcel No: 257017-0030. The legal description of the property is: Unit 3, Building A, Five Hundred Kirkland Avenue, a condominium, survey Map and Plans recorded in Volume 52 of Condominiums, pages 12 and 13; Condominium declaration recorded under recording Number(s) 8103130904, in King County Washington.

On November 7, 2005 I refinanced my condominium with Premier Financial Services, Inc. it was an Alt-A loan, credit and collateral only. I was told by Premier that it was a portfolio loan, In late 2009 I contacted the loan servicer to see about a refinance and was told that Premier was not the owner of the note and that it had been securitized and was owned by a group of investors, there was no other ownership information available. I was advised to do a loan modification.

When I tried to contact Premier I discovered that Premier was no longer in business. I found out through the Corporations Division that Premier Financial Services, Inc. had been administratively dissolved by the state of Washington in December 2008. Shortly thereafter the "servicer" Ohio Savings Bank later know as AmTrust collapsed and was ceased by the FDIC. Some time later I received a letter from a New York Community Bank stating that they were appointed the receiver for the FDIC and they would be sorting out the affairs of AmTrust and that they changing the name again from AmTrust back to "Ohio Savings Bank". At that time I sent a Qualified written request (QWR) for all information that New York Community Bank had on my alleged loan. after a couple (letters) I received a copy of an Allonge that was dated November 7,

2005 the same day that I signed documents at an escrow office in Kirkland, WA. Which proves that Premier Financial Services, Inc. never lent a single dime to me. It was a Table Funded Loan which is predatory per se, and is a violation of the Truth In lending Act (TILA). Premier Financial Services, Inc. was a front man, a fraud, they acted as a lender when in fact they were paid a commission to dupe and defraud me. Ohio Savings Bank was a correspondent lender for the now clearly known cease pool of fraud and corruption of bankrupt Lehman Brothers. Ohio Savings Bank did not lend me any money, they were paid a commission, to produce "loans" for the fraudulent securitization Ponzi scheme of Lehman Brothers, who in turn would steal their investors money and falsify records, so the investors would think that they actually owned shares in a REMIC Trust, when in-fact they were deceived and swindled. It appeared that the note had been securitized to Lehman XS Trust Series 2005-10. But on further investigation Appellant cannot find any identifying information that shows it was ever listed in the XS Trust. No documents exist for any money trail of where the funds came from that showed up at the escrow office. It is widely known now that the Broker/Dealers would steel the investors money, that money would be sent to fund the closings. Inturn the Broker/Dealer would turn around and issue fraudulent shares in the REMIC Trust to the investors, and the broker dealer would sell the same loan over and over again. It has been reported from anywhere from ten (10's) to hundreds (100's) of times.

Now, it is widely known that the trusts are empty and that the investors money was stolen. There is a identifier number 1001769-0005083001 that appears on Plaintiff's security instrument and serves as a link to this MERS Registry. Meaning it was plugged into the Mortgage Electronic Registry Systems (MERS) a private company. Before I ever signed any paperwork, it was a carefully planned fraud to steal investors money and defraud the Mortgagors. I do not know whose money showed up at the escrow office, no one does, but I do know who's money

did not, It was not Premier Financial Services, Inc. and it was not Ohio Savings Bank.

(MERS) MORTGAGE ELECTRONIC REGISTER SYSTEMS

In *Bain v. Metropolitan Mortgage Group, Inc.* our Supreme Court held that if MERS never held the promissory note or other debt instrument (which it never did) and could not. MERS is a bankruptcy remote shell company that holds nothing, no Notes, Deeds of Trust, anything. It was not a lawful beneficiary and could not appoint a successor trustee, the court also found deed of trust language identifying MERS as "acting solely as a nominee for lender and lenders successors and assigns" insufficient to establish MERS as the note holders agent. And has no power to initiate or assign anything to anyone at anytime. Since no specific source of authority is disclosed, we are left to conclude that MERS is acting on it's own behalf or under the mortgage servicer's direction. In both cases, this exercise of authority is rendered Void by terms in the Deed of Trust as well as by its own membership terms and conditions.

Pursuant to paragraph (b) of U.C.C. 3-203, ownership rights in land are also subject to principles of property law independent of Article 3 of the Uniform Commercial Code. Because of Special Safeguards in the form of recording statutes, the owner of an interest in land must prove rightful possession. This means that an assignor must prove their prior holder was endowed with full beneficial interest. MERS is not a holder of any rights, MERS has no interest in anything other than to be a fraudulent placeholder. MERS is not an entity with any authority to transfer anything. It is merely a private registration system documenting transfers within that system, and apparently MERS did not even do that well. It does not have the capacity to transfer anything because it never owned the right to transfer anything - Period. MERS functions to disguise the true owners of mortgages and promissory notes around the country. On April 7, 2010 the deposition of William Hultman, the MERS corporate secretary, the MERS officer responsible for creating an army of phony MERS officers around the country basically

stated that the MERS corporate structure is fraudulent.

FRAUDULENT CONVEYANCE

There are three (3) Fraudulent Assignments(s) that have been recorded on Appellant's chain of title. One from Mortgage Electronic Registration System, Inc. know as (MERS). Dated October 25, 2010, MERS assigning beneficial interest to New York Community Bank as Servicer for FDIC as receiver for Amtrust Bank. Note: Amtrust Bank was formerly know as Ohio Savings Bank and later changed their name to [Amtrust]. Amtrust Bank collapsed and was seized by FDIC in late 2009. This document is exquisitely flawed with several fatal error's, but in-fact MERS is not and cannot be a Beneficiary and therefore cannot assign any interest it does not hold. [if you don't hold it, you cannot assign it]. Ryan A. Sabo who has signed as a Vice President of MERS, (a robo signer) when in-fact he is a full time employee of New York Community Bank. Assigning the full beneficial interest of a security instrument is not a serving obligation. This can only be done by a party holding the [full beneficial ownership interest]. Neither the mortgage servicer nor MERS holds any ownership interest in Appellant's deed of trust and note. New York Community has never claimed any ownership interest in Appellant's note and deed of trust. Therefore, I am under no legal obligation to notice New York Community Bank of Appellant's Quiet Title Action, they have no interest in it, in-fact New York Community Bank had an agreement with the FDIC to not purchase any non-performing loans. This Assignment is a Fraudulent, Illegal Document and fails the smell test.

The assignment of deed of trust from New York Community Bank to Nationstar Mortgage LLC dated August 25, 2011 is a Fraudulent and invalid document. New York Community Bank cannot assign their interest to Nationstar Mortgage, LLC. when they have no beneficial interest to assign. "Assigning the full beneficial

interest of a security instrument is not a servicing obligation. This can only be done by a party holding the [full beneficial ownership interest] period. New York Community Bank holds no ownership interest nor have they ever claimed an interest in Appellant's note and deed of trust. New York Community Bank was merely acting as a pass through receiver for FDIC and was only assigning servicing rights to Nationstar Mortgage, LLC. No beneficial interest was assigned to Nationstar; the assignment of the deed of trust that was recorded is a fraudulent and illegal conveyance it was a slight of hand move to deceive and trick Appellant into believing that a True and Correct and Lawful Conveyance had occurred, when in-fact it was a skillful deception, a complete lie, a sham and an absolute fraud. Appellant is under no legal obligation to notice Nationstar Mortgage, LLC. of anything. They have filed and illegal document, they have no legal standing or interest in Appellant's home and land. This sham document is Void on it's face, and furthermore it is a criminal act.

Appointment of Successor Trustee

On October 27, 2011 Nationstar Mortgage, LLC. recorded an Appointment of Successor Trustee who claims they are the "Present Beneficiary" under the Deed of Trust and desires to appoint a new trustee in the place and stead of present trustee thereunder; "Now, THEREFORE, IN VIEW OF THE PREMISES, NATIONSTAR MORTGAGE LLC HEREBY APPOINTS Cal-Western Reconveyance Corporation of Washington, whose address is 525 East Main Street, P.O. Box 22004, El Cajon, CA. 92022-9004 as Successor Trustee under said Deed of Trust, to have all powers of said original Trustee, effective forthwith". This appointment is a sham and a Monumental Fraud and has no legal effect. [The exercise of assignments, these powers cannot elude the net cast by the Statue of Frauds and interest in land cannot pass without satisfying it's formality]. Nationstar Mortgage, LLC. as no legal beneficial interest in Appellant's home and land and cannot appoint anyone to anything. All three

(3) of these Fraudulent Assignments, and Appointments are Void and are proof a criminal intent to defraud and steal Appellant's home and land.

TRUTH IN LENDING ACT (TILA)

The Federal Truth In Lending Act (TILA) 15 U.S.C. s 1635, and Regulation Z s 226.23A A Notice of Rescission was sent to Premier Financial Services, Inc. dated, January 29 2015 by way of the Secretary of State Corporations Division at 801 Capitol Way South PO Box 40234 Olympia, WA. 98504-0234 and was received February 5, 2015.

A Notice of Rescission was sent to Nationstar Mortgage, LLC. dated, January 31, 2015 received in their mail room on February 9, 2015.

On January 13, 2015 in a unanimous decision the United States Supreme Court held that under the Truth In Lending Act (TILA) only a notice/letter was required to rescind a transaction. Rescission is effective upon mailing of the notice of cancelation of the loan deal, there is nothing that is contingent about that. It is canceled by OPERATION OF LAW when it is dropped in the mail - period.

Anything that might be used as an attack on rescission must be done by way of a lawsuit by any bank, lender or fraudster against the borrower and they must do so within 20 days of the effective date of the rescission. Right or wrong the rescission is effective upon mailing. If an action is filed within 20 days, then the rescission for a brief window in time becomes voidable but never void. "That is what Justice Scalia was telling all of us". So why don't Judges, lawyers and borrowers believe it? The reason is simple - they are all intimidated by the power of TILA rescission and they all think that no borrower could level the playing field by the stroke of a pen. And they are confused by their understanding of common law rescission based upon fraud.

But as justice Scalia showed us, the rules governing common law rescission do not apply to an unambiguous statutory scheme is TILA. Courts have no right or discretion to interpret a statute that is unambiguous. I know that the powers that be will try to brand the rescission as not valid for any number of reasons, but the hard fact remains that the Notice of Rescission is valid by OPERATION OF LAW - PERIOD.

And there is a short 20 day window for an "entity" to file a lawsuit to seek a voidable ruling on the Rescission. Which would require Proof of Standing which is at the very least is difficult. [It is difficult because standing would need to be established WITHOUT THE NOTE AND MORTGAGE, WHICH ARE VOID]. And one would need to be able to prove hard facts as to how one had acquired their legal standing. Effective means Effective. It means the deal is canceled unless it gets set aside But it cannot be set aside without some action at law.

CONCLUSION

Plaintiff/Appellant brought this legal action against Premier Financial services, Inc. and ask the defendant to demonstrate how it could be in a position to hold and convey, the full beneficial interest in Appellant's security instrument and Note on November 7, 2005 when it had no Ownership interest in the note. The statute of frauds had been ignored, and it could not prove that it ever lent any monies to the Plaintiff for a mortgage loan. Mere knowledge of a loan does not make anyone a lender. Premier Financial Services, Inc. in-fact was not the lender, Premier Financial Services, Inc. acted as a straw-man. The money trail or lack thereof, clearly shows that Premier Financial Services, Inc. never lent a single dime to the plaintiff for any loan. The note is not the debt and, the mortgage is not the note (it is a contract to enforce the note). Truth in Lending Act (TILA) requirement makes sure that consumers know who they are dealing with.

In fact TILA says that any pattern of conduct in which the real lender is hidden is "predatory per se" and it has a name - Table Funded Loan. And that's what this is, this leads to treble damages, attorneys fees and cost recoverable by the borrower and counsel for the borrower. A contract to "repay" money is not enforceable if the money was never loaned. An enforceable contract must have Offer, Acceptance and Consideration and it must not violate public policy. Defendant Premier Financial Services, Inc. never loaned any money to Plaintiff for any mortgage. Premier Financial Services, Inc. acted as a broker, finder, Straw-man for Ohio Savings Bank, the Allogne, signed on the same date of November 7, 2005 that plaintiff signed his alleged loan documents. Clearly shows that Premier Financial Services, Inc. was paid a fee for their services, and was in-fact not the lender at all. It was a table funded loan, where the true lender was hidden. Ohio Savings Bank never lent any money to Plaintiff. Ohio Savings Bank acted as a correspondent lender for their sponsor Lehman Brothers. Ohio Savings Bank, also know as AmTrust Bank, would package up loans and sell them to a different Lehman Brothers entity for a fee, which would then travel through several other entities to be packaged up with 5000 other mortgages and sliced and diced into securities and sold worldwide to unsuspecting investors who were being duped into buying securities in unfunded REMIC Trusts. No one knows where or what happen to plaintiffs alleged loan. It cannot be identified anywhere in any trust, There are thousands of private label trust, where "alleged Loans" were sold anywhere from ten(s) to hundred(s) of times to these empty fraudulent trust. Where the investors are barred from any discovery, have no contractual rights to seek any information regarding what is in them.

The Assignment of Deed of Trust from MERS to New York Community Bank, dated October 25, 2010 is illegal and unenforceable, MERS cannot be a Beneficiary and has no beneficial or any other interest to assign to anyone, under our Supreme Courts Bain decision. The Assignment from New York Community Bank to

Nationstar Mortgage, LLC. is invalid, New York Community Bank has no authority to assign anything to anyone, it's blatant fraud, period.

The Appointment of Successor Trustee from Nationstar posing as the "Present Beneficiary" to appoint Cal-Western Reconveyance [FAILS] Nationstar has no legal authority to appoint anyone.

Nationstar Mortgage, LLC. has lied, mislead, stonewalled, and filed fraudulent documents, tried to intimidate and harassed me. Made non stop phone calls, trespassed and attempted to illegally change the locks on my private property. Attempted to steal my property in a Illegal and Fraudulent Foreclosure Action. [filed two (2) fraudulent Declaration of Beneficiary(s)] in the First one, Nationstar first represented themselves as the Servicer and the Owner of the Note, in the second one [Fannie Mae] was the Owner of the Note.

In many conversations and written communications, When I ask for information from Nationstar to prove their claim; they could not provide Anything. The storyline [fairy tail] changed, at first they had the original Blue Ink Note, but plaintiff was not allowed to see it. Then Nationstar was not the Owner of the Note, Fannie Mae was. Over many letters, the information changed to [Fannie Mae] was the Owner of the Note and Nationstar was the Servicer. There is just one problem with this new storyline, **Fannie Mae is NOT the Owner of the Note and never has been.**

Through many conversations with Fannie Mae, they have repeatedly verified that they have no Ownership interest or any claims to my property and never have. Fannie Mae has done an extensive search of the system, and my name and property have never been in their system. Which I knew they could not have any interest in my home and land, it was an Alt-A loan. It was not written to Fannie/Freddie loan guidelines to begin with.

In the last several months there has been credit inquiries on my credit reports from

Fannie Mae. I have spoken with Fannies fraud department and was told the only reason that there would be credit inquiries from Fannie is that someone has tried to sell them this alleged loan. According to Fannie, in light of all the previous fraud, they vet every loan submitted to them with extreme caution. These loans are submitted in packages and that Fannie, will review each and every loan for conforming standards and It's clear that Nationstar is behind this ongoing fraud.

Cal-Western Reconveyance did attempt to prosecute an illegal foreclosure action, when Plaintiff requested information that they as trustee should have readily available to them, they Cal-Western could not produce anything. When plaintiff pointed out to Cal-Western that they are a "neutral third party" and that Nationstar had changed the [fairy tail] from the Owner of the note to just the Servicer, and that They were now merely Foreclosing for Fannie Mae. When Appellant demanded that Cal-Western cease and desist with their illegal, fraudulent foreclosure action, the sale was canceled, Cal-Western then sent a letter to Appellant that included a new Declaration of Beneficiary naming Fannie Mae as the Owner of the note.

[this is the second Beneficiary mentioned above] and that Cal-Western was planning to restart a new foreclosure action with the new fraudulent declaration.

When Appellant pointed out to Cal-Western that Fannie Mae, was not the owner of the note and never held any interest in the "Note" and knew nothing about Appellant's property, that was the last time I heard from Cal-Western and Nationstar. and that was a year ago July of 2014. Simple discovery shows that Premier Financial Services, Inc. never lent Appellant any monies, there was never a mortgage loan that was consummated. Offer, Acceptance, and Consideration did not happen. Appellant's broken, slandered chain of title begins right from the start. Appellant was never in contract with the true "lender" who remains unknown to this day.

Premier Financial Services, Inc. was never a beneficiary, they never held any beneficial rights to sell to or transfer to Ohio Saving Banks. The following

assignments, from MERS to New York Community Bank, to Nationstar all [Fail] these are clear and fraudulent conveyances that anyone can see.

This matter has been ongoing for 6 years now. Plaintiff is left with a clouded and broken chain of title. Fraudulent Assignments and Illegal conveyances That has effectively stolen my private property and rendered it worthless..No one can produce any documents to the money trail, wire transfers, cancel checks, etc. because there are none, the money that showed up at the escrow office was money from some Broker/Dealer that was hidden.

These are simple questions:

- 1) Did Premier Financial Services, Inc. Fund the alleged loan? No
- 2) Did Ohio Savings Bank Fund the alleged loan? No
- 3) Did MERS buy or ever hold and beneficial interest in the note? No
- 4) Can MERS assign beneficial rights to the alleged security instrument? No
- 5) Can New York Community Bank assign beneficial rights it never held? No
- 6) Can Nationstar Mortgage, LLC. acquire beneficial rights from and assignor who never held any beneficial rights? No
- 7) Can Nationstar appoint a Trustee when Nationstar holds no beneficial interest? No
- 8) Has Appellant's chain of title been broken by these fraudulent assignments? Yes

The only money trail is the one starting with investors who thought they were buying mortgage backed securities, the proceeds of which sale would go to a REMIC trust, but instead diverted to the coffers of the investment bank who created and sold those mortgage back securities. And it ends with a "remote" vehicle sending money to a clueless closing agent who assumes that the money came from the originator. BECAUSE THE MONEY DIDN'T COME FROM THE ORIGINATOR, THERE IS NO MONEY TRAIL AFTER THE ALLEGED "CLOSING". Who would pay an originator for a loan they know the originator never funded? Who would pay an

assignor when they know the assignor never paid any money to acquire the loan, debt, note or mortgage? Answer nobody. And that is why the "servicers" and "lenders" cannot open their books up - because the entire scheme is an illusion. There is no functioning lender.

Furthermore: I would like to address the Idea that seems to be pervasive within the judiciary. That "deadbeats" are trying to get a free house. I have invested hundreds of thousands of dollars, in my property, the only one attempting to and get "free" property is Nationstar Mortgage, LLC.

Appellant is the only lawful and legal owner of the property and has been for over ten (10) years. I am a Real Estate Broker and I know Fraud when I see it.

Petitioner has met all the lawful statutory requirements for the Relief requested in his Quiet Title Action. All the relevant, legal parties have been noticed. I hold superior title and I never contracted with whoever fronted the money at the closing table. Many years have passed and that alleged loan has long ago been paid off, sold off, bought off, insurance proceeds paid out, or just hidden.. It just no long exist.

Appellant has met the statutory requirements and is entitled to the relief requested, being granted to Quiet Title.

Dated: July, 15, 2015

A handwritten signature in black ink, appearing to read 'Levi A. Lake', written over a horizontal line.

Levi A. Lake (Pro Se)

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