

Executive Summary

SCOPE OF REGISTRY AUDIT

McDonnell Property Analytics examined assignments of mortgage recorded in the Essex Southern District Registry of Deeds issued to and from JPMorgan Chase Bank, Wells Fargo Bank, and Bank of America during 2010. 565 assignments in total were examined.

From there, we researched the underlying mortgage and assembled all documents cross-indexed thereto such as prior assignments of mortgage, discharges of mortgage, orders of notice, and all documents recorded in connection with a completed foreclosure. This increased the population of examined documents to approximately 2,000.

In total, 473 unique mortgages were analyzed, covering \$129,577, 415 in principal.

KEY QUESTIONS AND FINDINGS

Question 1: Transparency – how discoverable is the true, current owner of a given mortgage?

Findings:

- A. Using our forensic tools and methods (typically unavailable to the general public and registry staff), we were able to trace ownership to only 287 of 473 mortgages (60%).
- B. 46% and 47% of mortgages were either MERS registered or owned by the Government Sponsored Enterprises (i.e., Fannie Mae, Freddie Mac, Ginnie Mae), respectively. Typically ownership of these mortgages is highly obscure.
- C. 37% of mortgages were securitized into public trusts (as opposed to private trusts), which are typically more discoverable through use of forensic tools and high cost, subscription-based databases.

Question 2: Chain of Title Integrity – how valid (legal) are the assignments of mortgage (instruments that transfer ownership of mortgage and thus legal interest in property)?

Findings:

- D. Only 16% of all assignments examined are valid.
- E. 75% of all assignments examined are invalid and an additional 8.7% are questionable (require more data.)
- F. 27% of the invalid assignments are fraudulent, 35% are “robo-signed” and 10% violate the Massachusetts Mortgage Fraud Statute.
- G. 683 assignments are missing, translating to approximately \$180,000 in lost recording fees per 1,000 mortgages whose current ownership can be traced.



Forensic Examination of the Essex Southern District Registry

By Marie McDonnell

FORENSIC EXAMINATION OF ASSIGNMENTS OF MORTGAGE RECORDED DURING 2010 IN THE ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS

Phase I: Statistical Analysis

To and From

JPMorgan Chase Bank, N.A.

To and From

Wells Fargo Bank, N.A.

To and From

Bank of America, N.A.



June 28, 2011

Prepared By

MARIE McDONNELL, PRESIDENT
McDONNELL PROPERTY ANALYTICS, INC.
P.O. Box 2067, Orleans, Massachusetts 02653
(v) 508-694-6866 (f) 508-694-6874
Marie@mcdonellanalytics.com

Table of Contents

FORENSIC EXAMINATION OF THE ESSEX SOUTHERN DISTRICT REGISTRY.....	1
AFFIDAVIT OF MARIE MCDONNELL.....	4
EXECUTIVE SUMMARY	6
SCOPE OF REGISTRY AUDIT.....	6
KEY QUESTIONS AND FINDINGS	6
STATISTICAL ANALYSIS – JPMORGAN CHASE BANK, N.A.	7
JPMORGAN CHASE BANK, N.A.:	7
STATISTICAL ANALYSIS – WELLS FARGO BANK, N.A.	8
WELLS FARGO BANK, N.A.:	8
STATISTICAL ANALYSIS – BANK OF AMERICA, N.A.	9
BANK OF AMERICA, N.A.:.....	9
STATISTICAL ANALYSIS – COMBINED RESULTS	10
COMBINED RESULTS:	10
TABLE OF EXHIBITS.....	11
A. Definitions of Terms.....	11
B. Protocols and Practical Applications.....	11
C. Robo-Signer List	11
D. Securitization Flow Chart.....	11
E. Chain of Title Flow Chart.....	11
F. Memorandum to John O'Brien of June 18, 2011 by Jamie Ranney, Esq.	11

ACKNOWLEDGMENTS

I want to take this opportunity to thank Attorney Jamie Ranney of Nantucket, Massachusetts who assisted me by providing the legal definitions of terms that I relied upon when examining the Assignments of Mortgage selected for this study. I also want to thank my research assistant, Jessica Pina, without whom this effort would not have been possible. Finally, I want to acknowledge John O'Brien, Register of Deeds for the Essex Southern District, and his Deputy, Kevin Harvey for their courageous leadership.

Affidavit of Marie McDonnell

Now comes the Affiant, Marie McDonnell, a natural born citizen of the United States of America and the Commonwealth of Massachusetts and declares as follows, under penalty of perjury:

I, Marie McDonnell, am a *Mortgage Fraud and Forensic Analyst* and a credentialed *Certified Fraud Examiner*. I am the founder and managing member of Truth In Lending Audit & Recovery Services, LLC of Orleans, Massachusetts and have twenty-four years' experience in transactional analysis, mortgage auditing, and mortgage fraud investigation. I am also the President of McDonnell Property Analytics, Inc., a litigation support and research firm that provides mortgage-backed securities research services and foreclosure forensics to attorneys nationwide. McDonnell Property Analytics also advises and performs services for county registers of deeds, attorneys general, courts and other governmental agencies.

I am over the age of majority and am of sound mind and competent to testify to the facts set forth herein if called upon to do so.

John O'Brien, Register of the Essex Southern District Registry of Deeds, commissioned McDonnell Property Analytics, Inc. to conduct an audit to test the integrity of his registry due to his concern that Mortgage Electronic Registration Systems, Inc. ("MERS") boasts that its members can avoid recording assignments of mortgage if they register their mortgages in the MERS System; and due to the robo-signing scandal featured in a 60 Minutes exposé on the subject.

I accepted this assignment on a pro bono basis because of its high and urgent value to the public trust, and to educate the 50 Attorneys General who are brokering a settlement with the subject banks in an attempt to resolve fraudulent foreclosure practices. I also wanted to prove the concept that registries of deeds across all counties and jurisdictions in the United States need to have their registries audited in kind. Finally, I wanted to give consumers some guidelines as to how they can research the public records to detect invalid documents and gaps in the chain of title that need to be addressed.

I defined the scope of the examination by selecting all assignments of mortgage that were recorded during the year 2010 to and from three of the nation's largest banks: JPMorgan Chase Bank, N.A., Wells Fargo Bank, N.A., and Bank of America, N.A. The sample was not random or arbitrary; we included every assignment that appeared in the Grantor / Grantee index using the registry's online search engine. The study included 147 assignments involving JPMorgan Chase; 278 assignments involving Wells Fargo Bank; and 140 assignments involving Bank of America.

Before examining the documents, I enlisted the help of Attorney Jamie Ranney of Nantucket, Massachusetts to establish definitions of terms based on Massachusetts law that I could rely on to determine whether an assignment was either *valid, missing, questionable, invalid, fraudulent, or criminally fraudulent*. These definitions are attached hereto as "Exhibit A."

From there, I established protocols and practical applications for classifying assignments of mortgage according to the prescribed definitions. This document is attached hereto as "Exhibit B" and it includes examples as well as the actual assignments of mortgage used in the case studies.

"Exhibit C" is a list of robo-signers that we identified which also provides information on who the robo-signers executed documents for, who they were actually employed by (if we knew), and how many documents they executed.

"Exhibit D" is a Securitization Flow Chart which illustrates the typical structure and chain of title that should exist (but never does) in a securitized transaction. On this point I can attest to the fact that of the 176 assignments of mortgage I examined where the mortgage was allegedly being conveyed into a securitized trust, or to the trustee thereof, not even one of them is valid; all of them are invalid and violate the terms of the Pooling and Servicing Agreements that govern the trust, New York State trust and other laws, and the requirements of the I.R.S. for obtaining favored tax status under the REMIC rules.

"Exhibit E" illustrates how an invalid assignment that was recorded, and the missing assignments of mortgage that do not exist corrupt the chain of title in one of my client's properties.

"Exhibit F" is a memorandum of law researched and written by Jamie Ranney, Esq. addressing the "Legal authority of registers of deeds in Massachusetts to reject document(s) and/or instrument(s) for recording in their registries."

The following report is a "Phase I: Statistical Analysis" that provides only the numbers as would a lab report or a blood test. Over the coming weeks and months, I expect to work with Register O'Brien and the proper authorities to address the issues that arise from my examination.

I declare under penalty of perjury that the information contained herein is true and correct to the best of my personal knowledge given the evidence available to me as of this date. Executed this 29th day of June, 2011 in Boston, Massachusetts.



Marie McDonnell, Affiant
Mortgage Fraud and Forensic Analyst
Certified Fraud Examiner, ACFE

Executive Summary

SCOPE OF REGISTRY AUDIT

McDonnell Property Analytics examined assignments of mortgage recorded in the Essex Southern District Registry of Deeds issued to and from JPMorgan Chase Bank, Wells Fargo Bank, and Bank of America during 2010. 565 assignments in total were examined.

From there, we researched the underlying mortgage and assembled all documents cross-indexed thereto such as prior assignments of mortgage, discharges of mortgage, orders of notice, and all documents recorded in connection with a completed foreclosure. This increased the population of examined documents to approximately 2,000.

In total, 473 unique mortgages were analyzed, covering \$129,577, 415 in principal.

KEY QUESTIONS AND FINDINGS

Question 1: Transparency – how discoverable is the true, current owner of a given mortgage?

Findings:

- A. Using our forensic tools and methods (typically unavailable to the general public and registry staff), we were able to trace ownership to only 287 of 473 mortgages (60%).
- B. 46% and 47% of mortgages were either MERS registered or owned by the Government Sponsored Enterprises (i.e., Fannie Mae, Freddie Mac, Ginnie Mae), respectively. Typically ownership of these mortgages is highly obscure.
- C. 37% of mortgages were securitized into public trusts (as opposed to private trusts), which are typically more discoverable through use of forensic tools and high cost, subscription-based databases.

Question 2: Chain of Title Integrity – how valid (legal) are the assignments of mortgage (instruments that transfer ownership of mortgage and thus legal interest in property)?

Findings:

- D. Only 16% of all assignments examined are valid.
- E. 75% of all assignments examined are invalid and an additional 8.7% are questionable (require more data.)
- F. 27% of the invalid assignments are fraudulent, 35% are “robo-signed” and 10% violate the Massachusetts Mortgage Fraud Statute.
- G. 683 assignments are missing, translating to approximately \$180,000 in lost recording fees per 1,000 mortgages whose current ownership can be traced.

Statistical Analysis – JPMorgan Chase Bank, N.A.

JPMORGAN CHASE BANK, N.A.:

Description	Quantity	Percentage
Assignments of Mortgage Examined	147	100%
Principal Amount of Mortgages	\$31,089,916	
Average Amount of Each Mortgage Examined	\$259,083	
Valid Assignments of Mortgage	44	29.93%
Missing Assignments of Mortgage	107	72.79%
Questionable Assignments of Mortgage	16	10.88%
Invalid Assignments of Mortgage	87	59.18%
Facts Not Sufficient to Establish Intent	29	19.73%
Robo-Signed Assignments of Mortgage	58	39.46%
Fraudulent Assignment of Mortgage	4	2.72%
Assignments Subject to M.G.L. c. 266 § 35A(b)(4)	17	11.56%
Number of Mortgages Examined	120	100%
MERS Registered Mortgages – Total	38	31.67%
MERS Original Mortgages (MOMs)	11	9.17%
Non-MOMs	27	22.50%
Government Sponsored Agency Mortgages – Total	76	63.33%
Fannie Mae Owned Mortgages – Total	55	45.83%
Fannie Mae Website Denies a Match	5	4.17%
Freddie Mac Owned Mortgages – Total	3	2.50%
Post-Foreclosure Assignment of Bid	3	2.50%
FHA Mortgages	18	15.00%
VA Mortgages		
Securitized Mortgages – Total	15	12.50%
Publicly Registered with the SEC	13	10.83%
Private Placements	2	1.67%
Holder Matches	62	51.67%

Statistical Analysis – Wells Fargo Bank, N.A.

WELLS FARGO BANK, N.A.:

Description	Quantity	Percentage
Assignments of Mortgage Examined	278	100%
Principal Amount of Mortgages	\$64,503,768	
Average Amount of Each Mortgage Examined	\$274,484	
Valid Assignments of Mortgage	37	13.31%
Missing Assignments of Mortgage	400	143.88%
Questionable Assignments of Mortgage	19	6.83%
Invalid Assignments of Mortgage	222	79.86%
Facts Not Sufficient to Establish Intent	28	10.07%
Robo-Signed Assignments of Mortgage	75	26.98%
Fraudulent Assignment of Mortgage	119	42.81%
Assignments Subject to M.G.L. c. 266 § 35A(b)(4)	25	8.99%
Number of Mortgages Examined	235	100%
MERS Registered Mortgages – Total	144	61.28%
MERS Original Mortgages (MOMs)	111	47.23%
Non-MOMs	33	14.04%
Government Sponsored Agency Mortgages – Total	96	40.85%
Fannie Mae Owned Mortgages – Total	52	22.13%
Fannie Mae Denies a Match	2	.85%
Freddie Mac Owned Mortgages – Total	8	3.40%
Post-Foreclosure Assignment of Bid	7	2.98%
FHA Mortgages	29	12.34%
VA Mortgages	4	1.70%
Securitized Mortgages – Total	109	46.38%
Publicly Registered with the SEC	96	40.85%
Private Placements	13	5.53%
Holder Matches	160	68.09%

Statistical Analysis – Bank of America, N.A.

BANK OF AMERICA, N.A.:

Description	Quantity	Percentage
Assignments of Mortgage Examined	140	100%
Principal Amount of Mortgages	\$33,983,731	
Average Amount of Each Mortgage Examined	\$287,998	
Valid Assignments of Mortgage	11	7.86%
Missing Assignments of Mortgage	176	125.71%
Questionable Assignments of Mortgage	14	10.00%
Invalid Assignments of Mortgage	115	82.14%
Facts Not Sufficient to Establish Intent	20	14.29%
Robo-Signed Assignments of Mortgage	66	47.14%
Fraudulent Assignment of Mortgage	29	20.71%
Assignments Subject to M.G.L. c. 266 § 35A(b)(4)	14	10.00%
Number of Mortgages Examined	118	100%
MERS Registered Mortgages – Total	35	29.66%
MERS Original Mortgages (MOMs)	27	22.88%
Non-MOMs	8	6.78%
Government Sponsored Agency Mortgages – Total	49	41.53%
Fannie Mae Owned Mortgages – Total	19	16.10%
Fannie Mae Website Denies a Match		
Freddie Mac Owned Mortgages – Total	4	3.39%
Post-Foreclosure Assignment of Bid	4	3.39%
FHA Mortgages	26	22.03%
VA Mortgages		
Securitized Mortgages – Total	52	44.07%
Publicly Registered with the SEC	51	43.22%
Private Placements	1	.85%
Holder Matches	65	55.08%

Statistical Analysis – Combined Results

COMBINED RESULTS:

Description	Quantity	Percentage
Assignments of Mortgage Examined	565	100%
Principal Amount of Mortgages	\$129,577,415	
Average Amount of Each Mortgage Examined	\$273,948	
Valid Assignments of Mortgage	92	16.28%
Missing Assignments of Mortgage	683	120.88%
Questionable Assignments of Mortgage	49	8.67%
Invalid Assignments of Mortgage	424	75.04%
Facts Not Sufficient to Establish Intent	77	13.63%
Robo-Signed Assignments of Mortgage	199	35.22%
Fraudulent Assignment of Mortgage	152	26.90%
Assignments Subject to M.G.L. c. 266 § 35A(b)(4)	56	9.91%
Number of Mortgages Examined	473	100%
MERS Registered Mortgages – Total	217	45.88%
MERS Original Mortgages (MOMs)	149	31.50%
Non-MOMs	68	14.38%
Government Sponsored Agency Mortgages – Total	221	46.72%
Fannie Mae Owned Mortgages – Total	126	26.64%
Fannie Mae Website Denies a Match	7	1.48%
Freddie Mac Owned Mortgages – Total	15	3.17%
Post-Foreclosure Assignment of Bid	14	2.96%
FHA Mortgages	73	15.43%
VA Mortgages	4	.85%
Securitized Mortgages – Total	176	37.21%
Publicly Registered with the SEC	160	33.83%
Private Placements	16	3.38%
Holder Matches	287	60.68%

TABLE OF EXHIBITS

- A. Definitions of Terms
- B. Protocols and Practical Applications
- C. Robo-Signer List
- D. Securitization Flow Chart
- E. Chain of Title Flow Chart
- F. Memorandum to John O'Brien of June 18, 2011 by Jamie Ranney, Esq.

EXHIBIT “A”

DEFINITIONS OF TERMS

By Marie McDonnell, CFE & Jamie Ranney, Esq.

Definitions of Terms Used as the Basis for Establishing Protocols and Practical Applications for Classifying Assignments of Mortgage

ASSIGNMENT

The act of transferring to another all or part of one's property, interest, or rights. A transfer or making over to another of the whole of any property, real or personal, in possession or in action, or of any estate or right therein. It includes transfers of all kinds of property (Higgins v. Monckton, 28 Cal.App.2d 723, 83 P.2d 516, 519), including negotiable instruments. The transfer by a party of all of its rights to some kind of property, usually intangible property such as rights in a lease, mortgage, agreement of sale or a partnership. Tangible property is more often transferred by possession and by instruments conveying title such as a deed or a bill of sale. (See Black's Law Dictionary, Sixth Edition, © 1990, page 119)

ASSIGNMENT OF MORTGAGE

A written instrument evidencing the transfer of a mortgage from one mortgagee (lender) to another. (See The Arnold Encyclopedia of Real Estate, © 1978)

U.S. Bank National Association v. Ibanez, 458 Mass. 637, January 7, 2011:

"Like a sale of land itself, the assignment of a mortgage is a conveyance of an interest in land that requires a writing signed by the grantor. See G.L. c. 183, § 3; *Saint Patrick's Religious, Educ. & Charitable Ass'n v. Hale*, 227 Mass. 175, 177 (1917). In a "title theory state" like Massachusetts, a mortgage is a transfer of legal title in a property to secure a debt. See *Faneuil Investors Group, Ltd.*

Partnership v. Selectmen of Dennis, 458 Mass. 1, 6 (2010). Therefore, when a person borrows money to purchase a home and gives the lender a mortgage, the homeowner-mortgagor retains only equitable title in the home; the legal title is held by the mortgagee. See *Vee Jay Realty Trust Co. v. DiCroce*, 360 Mass. 751, 753 (1972), quoting *Dolliver v. St. Joseph Fire & Marine Ins. Co.*, 128 Mass. 315, 316 (1880) (although "as to all the world except the mortgagee, a mortgagor is the owner of the mortgaged lands," mortgagee has legal title to property); *Maglione v. BancBoston Mtge. Corp.*, 29 Mass. App. Ct. 88, 90 (1990)."

VALID ASSIGNMENT OF MORTGAGE

Black's Law Dictionary defines the term *valid* as "having legal strength or force, executed with proper formalities, incapable of being rightfully overthrown or set aside... Founded on truth of fact; capable of being justified; supported, or defended; not weak or defective...Of binding force; legally sufficient or efficacious; authorized by law...as distinguished from that which exists or took place in fact or appearance, but has not the requisites to enable it to be recognized and enforced by law." (*See* Black's Law Dictionary, Sixth Edition, © 1990, page 1550)

In Massachusetts generally an assignment of mortgage must be duly executed in compliance with M.G.L. Ch. 183 § 54B in order to be accepted for recording.

Under Massachusetts law, a title theory state, a *valid assignment of mortgage* is one:

- a.) which comports with all legal requirements for the creation and execution of the document;
- b.) that is executed by the mortgagee (lender) as named in the mortgage instrument itself (or by the mortgagee's lawfully authorized agent; attorney, etc., see M.G.L. c. 183, s. 54B);
- c.) where the mortgagee legally owns the note under applicable law;
- d.) where the mortgagee has physical possession of the original note indorsed in blank or specifically indorsed to the mortgagee); and
- e.) where the mortgagee holds legal title to the real property pledged as collateral; or holds legal title by and through a successor-in-interest who acquired the mortgagee; or by or through an assignee who acquired legal ownership of and physical possession of the note along with the legal rights of the mortgagee through a valid and unbroken chain of title.

Unrecorded Assignment(s) of Mortgage: To be effective as against all parties "except the grantor or lessor, his heirs and devisees and persons having actual notice of it", a valid assignment of mortgage must be recorded in the registry of deeds for the county or district in which the land to which it relates lies. M.G.L. Ch. 183 § 4. Most mortgagees as a practical matter record – or attempt to record - their assigned mortgage interests because if they do not, the mortgage may not be legally effective as against others. Though not required (see Ibanez) if an assignment of a mortgage interest is not recorded, the assigned mortgage interest "shall not be valid as against any person" without notice thereof. See M.G.L. c. 183, s. 4. In other words, if the purported first mortgagee shown on the land records did not record a mortgage assignment (even if validly executed), another (second) mortgagee

thereafter takes lawful priority as a matter of law over that first interest without any action required by the second mortgage holder. To the extent that an assignment of mortgage attempts to be “effective” at some prior date before a second mortgage holder’s interest is recorded, such “effective” dates are invalid and inoperative since the second mortgage holder was without notice.

MISSING ASSIGNMENT OF MORTGAGE

A *missing assignment of mortgage* is evidenced when there is/are gap(s) in the chain of title from the originating lender to the purported current mortgagee. These gaps are places where – if another party was assigned the borrower’s loan at some point in time – there should have been an assignment of mortgage executed.

QUESTIONABLE ASSIGNMENT OF MORTGAGE

A *questionable assignment of mortgage* is one that contains factual or legal assertions that are not plausible or credible based on public knowledge, empirical fact(s) commonly available and common sense, but where the requisite proof is either lost, destroyed, undisclosed (intentionally or unintentionally). An example would be a “back dated” assignment of mortgage or a mortgage that purports to have an “effective date” months or years prior to the date the assignment was executed.

INVALID ASSIGNMENT OF MORTGAGE

An *invalid assignment of mortgage* is one that purports to connect or attempt to complete a chain of title through false statement(s), misrepresentation(s) or omission(s) of material fact(s) in order to deceive or defraud.

Invalid assignments are typically created and executed without lawful authority or right, bear indicia of fraud (i.e. “robo-signing”; improper notarization and/or acknowledgments) and are sometimes created and executed without the knowledge of the legal owner and holder of the mortgage obligation. Often, invalid assignments contain fatal defects therein that invalidate the purported transfer, or cause the document to be un-recordable.

An example would be an assignment of mortgage that fails to name the assignee or the assignor.

U.S. Bank National Association v. Ibanez, 458 Mass. 637, January 7, 2011. We have long held that a conveyance of real property, such as a mortgage, that does not name the assignee conveys nothing and is void; we do not regard an

assignment of land in blank as giving legal title in land to the bearer of the assignment. See *Flavin v. Morrissey*, 327 Mass. 217, 219 (1951); *Macurda v. Fuller*, 225 Mass. 341, 344 (1916). See also G.L. c. 183, § 3.

FRAUDULENT ASSIGNMENT OF MORTGAGE

A *fraudulent assignment of mortgage* is an invalid assignment that was prepared and/or executed by a natural person who knowingly and willfully created the document for use in commerce with the knowledge and intention of deceiving or defrauding the public or with willful disregard for the truth which can form the basis for imputed knowledge.

CRIMINALLY FRAUDULENT ASSIGNMENT OF MORTGAGE

A *fraudulent assignment of mortgage* may become *criminally fraudulent* when it violates at least one of several Massachusetts laws related to the preparation and/or the preparation and then recordation on the public land records of various legal documents associated with mortgages (in this context):

Residential Mortgage Fraud: M.G.L. Ch. 266 § 35A was enacted into law on August 7, 2010 and codified the crime of Residential Mortgage Fraud, the predicate for which is defined as follows:

(b) Whoever intentionally: (4) files or causes to be filed with a registrar of deeds any document that contains a material statement that is false or a material omission, knowing such document to contain a material statement that is false or a material omission, shall be punished by imprisonment in the state prison for not more than 5 years or by imprisonment in the house of correction for not more than 2 and one-half years or by a fine of not more than \$10,000 in the case of a natural person or not more than \$100,000 in the case of any other person, or by both such fine and imprisonment.

Any person who engages in a pattern¹ of residential mortgage fraud shall be punished by imprisonment in the state prison for not more than 15 years or by a fine of not more than \$50,000, in the case of a natural person, or not more than \$500,000 in the case of any other person, or by both such fine and imprisonment.

Forgery:

¹ “Pattern of residential mortgage fraud”, violation of subsection (b) in connection with 3 or more residential properties.

“Falsely making” document(s) and/or instrument(s) with knowledge that such document(s) and/or instrument(s) have been executed with an “intent to injure or defraud” is a crime in Massachusetts typically reviewed under the “forgery” statute at G.L. c. 267, s. 1.

G.L. c. 267, s. 1 states:

“Whoever, with intent to injure or defraud, falsely makes, alters, forges or counterfeits a public record, or a certificate, return or attestation of a clerk or register of a court, public register, notary public, justice of the peace, town clerk or any other public officer, in relation to a matter wherein such certificate, return or attestation may be received as legal proof; or a charter, deed, will, testament, bond or writing obligatory, power of attorney, policy of insurance, bill of lading, bill of exchange or promissory note; or an order, acquittance or discharge for money or other property or a credit card or an instrument described as a United States Dollar Traveller's Check or Cheque, purchased from a bank or other financially responsible institution, the purpose of which is a source of ready money on cashing the instrument without identification other than the signature of the purchaser; or an acceptance of a bill of exchange, or an endorsement or assignment of a bill of exchange or promissory note for the payment of money; or an accountable receipt for money, goods or other property; or a stock certificate, or any evidence or muniment of title to property; or a certificate of title, duplicate certificate of title, certificate issued in place of a duplicate certificate, the registration book, entry book, or any indexes provided for by chapter one hundred and eighty-five, or the docket of the recorder; shall be punished by imprisonment in the state prison for not more than ten years or in jail for not more than two years.”

Interpreting G.L. c. 267, s. 1, *Commonwealth v. O'Connell*, 55 Mass. App. Ct. 100 (2002) states:

“[fn6] To make out its case on forgery, the Commonwealth must prove that the defendant falsely made all or part of a document with the intent to defraud. G.L. c. 267, § 1. *Commonwealth v. Apalakis*, 396 Mass. 292, 295-296 (1985)

[fn7] See Model Penal Code § 224.1 (1980) (“A person is guilty of forgery if . . . the actor: (a) alters any writing of another without his authority; or (b) makes . . . any writing so that it purports to be the writing of another who did not authorize the act”) (emphasis supplied); 18 Pa. Cons. Stat. § 4101 (2001); *State v. Mason*, 79 Haw. 175, 180 (Ct. App. 1995); *People v. Piening*, 99 A.D.2d 583, 584 (N.Y. 1984); *Lewis v. Commonwealth*, 213 Va. 156 (1972). See also *Owen v. People*, 118 Colo. 415, 421 (1948), and cases cited.

The phrase “falsely makes” was examined in the case of *Commonwealth v. Apalakis*, 396 Mass. 292 (1985) and found to be essentially synonymous with “forgery”.

Accordingly, forgery is the false making or material alteration of a written instrument with the intent to injure or defraud. *Commonwealth v. Apalakis*, *supra* at 298. The focus for forgery is upon the *false making* of the document(s) and/or instrument(s), not their *publication*. It is not necessary to show that anyone actually was defrauded. *Commonwealth v. Analetto*, 326 Mass. 115, 118 (1950).

One who falsely makes a written instrument with the requisite intent to injure or defraud, even if they never show that document(s) and/or instrument(s) to another, is guilty of forgery.

Uttering:

Where document(s) and/or instrument(s) have been fraudulently or “falsely made” and are thereafter published (i.e. recorded or registered on the public land records), the crime of “uttering” has been committed and may be punished under G.L. c. 267, s. 5.

G.L. c. 267, s. 5 states:

“Whoever, with *intent to injure or defraud, utters and publishes as true a false, forged or altered record, deed, instrument or other writing* mentioned in the four preceding sections, knowing the same to be false, forged or altered, shall be punished by imprisonment in the state prison for not more than ten years or in jail for not more than two years.”

The crime of uttering punishes the *publication*, with *intent to injure or defraud*, of an instrument known to be *forged*. *Commonwealth v. Levin*, 11 Mass. App. Ct. 482, 496-97 (1981).

Robo-signed document(s) and/or instrument(s) are forgeries under Massachusetts law where the document(s) and/or instrument(s) were knowingly executed by someone other than the individual whose name is stated on the document(s) and/or instrument(s). The recording of such document(s) and/or instrument(s) on the public land records where the intent can only be to injure or defraud by recording such forged document(s) and/or instrument(s) for the purposes of attempting to induce reliance on what the document(s) and/or instrument(s) state, is uttering.

EXHIBIT “B”

**EXAMINATION OF ASSIGNMENTS OF MORTGAGE
CONDUCTED IN THE
ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS**

By Marie McDonnell, CFE

*Protocols and Practical Applications for Classifying Assignments of Mortgage
According to the Prescribed Definitions of Terms*

VALID ASSIGNMENT OF MORTGAGE

Non-Foreclosure Situation

A *valid assignment* is recognizable when the originating Lender lawfully assigns borrower's loan (note & mortgage) at or near origination.

1. Example: Barnes – On 4/15/2010, Salem Five Mortgage Company, LLC *assigns mortgage* to JPMorgan Chase Bank, N.A. at settlement and immediately records it after the mortgage.

Where it can be established that the signer and the notary are persons duly authorized pursuant to M.G.L. c. 183 § 54B.

Where the assignment is duly acknowledged in compliance with M.G.L. c. 183, s. 30, 33 and 41 as applicable.

Where the originating lender appears to have continuously held the borrower's loan (note & mortgage) from the date of execution until the date the assignment is made as there are no subsequent assignments on record, and no forensic evidence of any prior transfer of the loan.

Where there is no forensic evidence available suggesting there were any intervening transfer(s) by the Lender or Assignee of record who is executing the assignment at issue.

Foreclosure Situation

A party other than the originating Lender seeking to conduct a non-judicial foreclosure under the "power of sale" contained in a mortgage in Massachusetts must comply with the following:

- a.) The foreclosing party must be the lawful owner of the note;
- b.) The foreclosing party must be in possession of the original promissory note;
- c.) The foreclosing party must be the Mortgagee (as that term is defined by statute and under the common law) by way of a valid assignment(s) at the time the foreclosure sale is noticed (and at the time any sale is conducted) pursuant to M.G.L. c. 244 § 14.

If challenged, the foreclosing entity must be able to prove that it has a complete, unbroken chain of title from the originating Lender together with valid documentation of all intervening Assignees.

(*See U.S. Bank National Association v. Ibanez*, 458 Mass. 637 (2011); *HSBC Bank USA, N.A. v. Haro*, Suffolk County District Court, Chelsea Division, Case No. 201014SU000264, 6/15/2011; and *Eaton v. Federal National Mortgage Association*, Suffolk County Superior Court, Civil Action No. 11-1382, 6/17/2011)

Accordingly, if an assignment is being prepared in order to pass title into the foreclosing Mortgagee, the following must be **true**:

- The Assignor is the originating Lender or a lawful successor in interest, or became the Mortgagee through one or more valid Assignment(s) of Mortgage **and** the forensic evidence indicates that the Assignee is the current lawful owner of the note (and is in possession of the original thereof) **or** is silent.

MISSING ASSIGNMENT OF MORTGAGE

A *missing assignment* may be detected where there is a skip or “gap” in the chain of title because the last known Lender/Mortgagee/Assignee is not the current owner or holder of the mortgage obligation as determined through forensic examination.

2. **Example:** Costa – On 9/3/2010, Bank of America, N.A. as Lender *assigns mortgage* to BAC Home Loans Servicing, LP; research established that Fannie Mae owns the loan. Therefore, there is a Missing Assignment to Fannie Mae.

The securitization model popularized over the past decade usually requires two (2) “true sales” to distance the originating Lender from the Issuing Entity in order to create a so-called “bankruptcy remote” transaction. This involves at least three (3) assignments of the mortgage in question. When there is an assignment from the originating Lender directly into the Trust, which is typically a prohibited act pursuant to virtually all Pooling and Servicing Agreements, there are usually at least three (3) Missing Assignments. (*See* Securitization Flow Chart)

3. Example: Clain – On 10/26/2010, Wells Fargo Bank, N.A. *assigns mortgage* directly to U.S. Bank National Association as Trustee for Structured Asset Securities Corporation Trust 2005-WF2. Under the stated terms of the Pooling and Service Agreement to the Trust therefore, there are three (3) obviously Missing Assignments:
 - a.) Wells Fargo Bank, N.A. to the Seller/Sponsor;
 - b.) Seller/Sponsor to the Depositor/ and;
 - c.) Depositor to U.S. Bank National Association as Trustee for Structured Asset Securities Corporation Trust 2005-WF2.

QUESTIONABLE ASSIGNMENT OF MORTGAGE

A *questionable assignment* is one where bank failures and/or mergers & acquisitions make it nearly impossible to validate conveyances.

4. Example: Hodgkins – On 9/16/2010, Bank of America, N.A. as S/B/M/T Fleet National Bank as S/B/M/T BayBank Middlesex *assigns mortgage* to JPMorgan Chase Bank, N.A.
5. Example: Norris – On 3/19/2010, Chase Home Finance LLC S/B/M to Chase Manhattan Mortgage Corp. A/I/F for Bank of America F/K/A Fleet National Bank F/K/A BankBoston NA SBM the First National Bank of Boston SBM Pioneer Financial, A Cooperative Bank Consolidated with Malden Co-Operative Bank *assigns mortgage* to JPMorgan Chase Bank, N.A. Successor in Interest from Federal Deposit Insurance Corporation as Receiver for Washington Mutual Bank, FA.

Where the mortgage is being assigned years after a discharge in an attempt to correct a skip or gap in the chain of title.

6. Example: Beck – On 10/22/1998, Beck granted a Mortgage to Homeside Lending, Inc.; Mortgage Electronic Registration Systems, Inc. discharged the mortgage on 5/30/2003. Six (6) years later, on July 23, 2009, Wells Fargo Bank, N.A. successor by merger to Wells Fargo Home Mortgage, Inc. as Attorney in Fact for U.S. Bank National Association as successor Trustee to Wachovia Bank, N.A. f/k/a First Union National Bank, as Trust Administer *assigns the mortgage* to Mortgage Electronic Registration Systems, Inc.

Where the Assignment is suspected to be invalid because of a preponderance of evidence gathered involving the parties to the transfer.

INVALID ASSIGNMENT OF MORTGAGE

Non-Foreclosure Situation

An *invalid assignment* results, for example, when the originating Lender purports to assign the note and mortgage directly to the Issuing Entity of a securitized trust. Such a transfer violates the Pooling and Servicing Agreement governing the trust, New York Trust and other New York state laws, as well as I.R.S. REMIC rules and is, therefore, presumptively invalid.

Where an assignment from Mortgage Electronic Registration Systems, Inc. fails to identify the Principal Member who is purporting to assign the mortgage, there is no “grant” from a person who can be confirmed as an authorized signer pursuant to M.G.L. c. 183 § 54B and therefore, the assignment is presumptively invalid.

- Moreover, an assignment from MERS conveys only the agency status that MERS has established in the mortgage whereby it has limited powers to act solely as nominee for the Lender and for the Lender’s successors and assigns. See (Agard; BONY v. Silverberg)

Where a known Robo-Signer executes the assignment without proper authority or personal knowledge of the document’s contents and legal effect.

Where a Surrogate-Signer executes the assignment there may be forgery, uttering, and notary fraud.

Where the Execution Date on the assignment and Notary Date are not the same.

Foreclosure Situation

A party other than the originating Lender seeking to conduct a non-judicial foreclosure under the “power of sale” contained in a mortgage in Massachusetts must comply with the following:

- a.) The foreclosing party must be the lawful owner of the note;
- b.) The foreclosing party must be in possession of the original promissory note;
- c.) The foreclosing party must be the Mortgagee (as that term is defined by statute and under the common law) by way of a valid assignment(s) at the time the foreclosure sale is noticed (and at the time any sale is conducted) pursuant to M.G.L. c. 244 § 14.

If challenged, the foreclosing entity must be able to prove that it has a complete, unbroken chain of title from the originating Lender together with valid documentation of all intervening Assignees.

(*See U.S. Bank National Association v. Ibanez*, 458 Mass. 637 (2011); *HSBC Bank USA, N.A. v. Haro*, Suffolk County District Court, Chelsea Division, Case No. 201014SU000264, 6/15/2011; and *Eaton v. Federal National Mortgage Association*, Suffolk County Superior Court, Civil Action No. 11-1382, 6/17/2011)

An assignment executed by a purported MERS “Certifying Officer” that attempts to convey the mortgage from MERS to the foreclosing entity is typically ineffective and invalid for the reasons stated above.

- An assignment from MERS is limited by the agency status contained in the mortgage between MERS and its principal whereby MERS has limited power(s) to act solely as “nominee” for the originating Lender and for the Lender’s successors and assigns.¹

An assignment from MERS as nominee for the Lender or the Lender’s successors and assigns that fails to validly assign the mortgage to the current note holder will not comport with the requirement that the note and mortgage be held in the same ownership by the foreclosing entity. Accordingly, the Assignee will not have the legal authority to foreclose the mortgage non-judicially and the assignment will be considered invalid when used for that purpose.

Where the assignment is being prepared by the Loan Servicer or a Foreclosing Law Firm to prosecute a non-judicial foreclosure *and where* forensic analysis establishes that the Assignor is not the current owner (i.e., the assignment appears to contain false statements or representations), it is considered invalid. In such cases, the Assignor lacks ownership and/or authority to assign the mortgage; moreover, recorded assignments that contain false statements are considered forgeries and utterings in Massachusetts.

Assignments of Bid post-foreclosure are considered invalid when analysis determines that the foreclosing entity was not the legal owner of the note and mortgage at the time the foreclosure took place.

7. Example: Odolomerun – On 12/13/2004, Bank of America originated the loan and sold it to Fannie Mae. According to Fannie Mae’s Selling and Servicing Guide, this conveyance required Bank of America to prepare, execute and deliver an Assignment of Mortgage to Fannie Mae, *but not record same*. On 4/9/2010, Bank of America filed a Complaint to Foreclose Mortgage in the Massachusetts Land Court and obtained a judgment on 9/15/2010. The following day, 9/16/2010,

¹ MERS’ unilateral statement that it is the “mortgagee” under a typical MERS mortgage does not automatically confer the legal status of a mortgagee upon MERS simply because the document states so.

Bank of America *assigned the bid* to Federal National Mortgage Association (Fannie Mae), the real party in interest.

FRAUDULENT ASSIGNMENT OF MORTGAGE

An *invalid assignment* may be determined to be a *fraudulent assignment* where pattern and practice evidence exists that the party executing the assignment does so knowingly and willfully with intent to deceive.

8. Example: Berger – On 11/28/2008, **Andrew S. Harmon**, a known principal and attorney at Harmon Law Offices, PC, acting as an attorney as well as a purported MERS Certifying Officer, prepared, executed, and caused to be recorded on the public land records an Assignment of Mortgage from Mortgage Electronic Registration Systems, Inc. to Wells Fargo Bank, N.A. Forensics established however that Fannie Mae is the current owner of the mortgage obligation.
9. Example: Griffin – On 1/7/2010, **Andrew S. Harmon**, a known principal and attorney at Harmon Law Offices, PC, acting as an attorney as well as a purported MERS Certifying Officer, prepared, executed, and caused to be recorded on the public land records an Assignment of Mortgage from Mortgage Electronic Registration Systems, Inc. to Wells Fargo Bank, N.A. Forensics established however that Fannie Mae is the current owner of the mortgage obligation.
10. Example: Green – On 8/6/2010, **Andrew S. Harmon**, a known principal and attorney at Harmon Law Offices, PC, acting as an attorney as well as a purported MERS Certifying Officer, prepared, executed, and caused to be recorded an Assignment of Mortgage from Mortgage Electronic Registration Systems, Inc. to Wells Fargo Bank, N.A. Forensics established however that Fannie Mae is the current owner of the mortgage obligation.

CRIMINALLY FRAUDULENT ASSIGNMENT

A *fraudulent assignment* may become *criminally fraudulent* when it violates the Massachusetts Residential Mortgage Fraud statute, M.G.L. c. 266 § 35(A)(b)(4) and was recorded on the public land records on or after August 7, 2010.

11. Example: McGrath – On 10/6/2010, **Andrew S. Harmon of Harmon Law Offices, P.C.**, acting as an attorney as well as a purported MERS Certifying Officer, prepared, executed, and caused to be recorded an Assignment of Mortgage from Mortgage Electronic Registration Systems, Inc. to Wells Fargo Bank, N.A. Forensics established however that Fannie Mae is the current owner of the mortgage obligation.

12. Example: Miller – On 10/12/2010, ***Robo-signer Tom Croft of Carrington Mortgage Services, LLC*** as attorney in fact for New Century Mortgage Corporation executed and caused to be recorded an Assignment of Mortgage from New Century Mortgage Corporation to Wells Fargo Bank, N.A. as Trustee for Carrington Mortgage Loan Trust, Series 2006-NC4. New Century has been in a liquidation bankruptcy since 2007 and had divested itself of its loans years before. The Miller loan had to be conveyed into the subject trust within 90 days of when the deal closed in 2006.

A *fraudulent assignment* of mortgage may also become *criminally fraudulent* when it violates at least one of several Massachusetts laws related to the preparation and/or the preparation and then recordation on the public land records of various legal documents associated with mortgages (in this context):

Forgery:

“Falsely making” document(s) and/or instrument(s) with knowledge that such document(s) and/or instrument(s) have been executed with an “intent to injure or defraud” is a crime in Massachusetts typically reviewed under the “forgery” statute at G.L. c. 267, s. 1.

G.L. c. 267, s. 1 states:

“Whoever, with intent to injure or defraud, falsely makes, alters, forges or counterfeits a public record, or a certificate, return or attestation of a clerk or register of a court, public register, notary public, justice of the peace, town clerk or any other public officer, in relation to a matter wherein such certificate, return or attestation may be received as legal proof; or a charter, deed, will, testament, bond or writing obligatory, power of attorney, policy of insurance, bill of lading, bill of exchange or promissory note; or an order, acquittance or discharge for money or other property or a credit card or an instrument described as a United States Dollar Traveller's Check or Cheque, purchased from a bank or other financially responsible institution, the purpose of which is a source of ready money on cashing the instrument without identification other than the signature of the purchaser; or an acceptance of a bill of exchange, or an endorsement or assignment of a bill of exchange or promissory note for the payment of money; or an accountable receipt for money, goods or other property; or a stock certificate, or any evidence or muniment of title to property; or a certificate of title, duplicate certificate of title, certificate issued in place of a duplicate certificate, the registration book, entry book, or any indexes provided for by chapter one hundred and eighty-five, or the docket of the recorder; shall be punished by imprisonment in the state prison for not more than ten years or in jail for not more than two years.”

Interpreting G.L. c. 267, s. 1, *Commonwealth v. O'Connell*, 55 Mass. App. Ct. 100 (2002) states:

“[fn6] To make out its case on forgery, the Commonwealth must prove that the defendant falsely made all or part of a document with the intent to defraud. G.L. c. 267, § 1. *Commonwealth v. Apalakis*, 396 Mass. 292, 295-296 (1985)

[fn7] See Model Penal Code § 224.1 (1980) (“A person is guilty of forgery if . . . the actor: (a) alters any writing of another without his authority; or (b) makes . . . any writing so that it purports to be the writing of another who did not authorize the act”) (emphasis supplied); 18 Pa. Cons. Stat. § 4101 (2001); *State v. Mason*, 79 Haw. 175, 180 (Ct. App. 1995); *People v. Piening*, 99 A.D.2d 583, 584 (N.Y. 1984); *Lewis v. Commonwealth*, 213 Va. 156 (1972). See also *Owen v. People*, 118 Colo. 415, 421 (1948), and cases cited.

The phrase “falsely makes” was examined in the case of *Commonwealth v. Apalakis*, 396 Mass. 292 (1985) and found to be essentially synonymous with “forgery”.

Accordingly, forgery is the false making or material alteration of a written instrument with the intent to injure or defraud. *Commonwealth v. Apalakis*, supra at 298. The focus for forgery is upon the *false making* of the document(s) and/or instrument(s), not their *publication*. It is not necessary to show that anyone actually was defrauded. *Commonwealth v. Analetto*, 326 Mass. 115, 118 (1950).

One who falsely makes a written instrument with the requisite intent to injure or defraud, even if they never show that document(s) and/or instrument(s) to another, is guilty of forgery.

Uttering:

Where document(s) and/or instrument(s) have been fraudulently or “falsely made” and are thereafter published (i.e. recorded or registered on the public land records), the crime of “uttering” has been committed and may be punished under G.L. c. 267, s. 5.

G.L. c. 267, s. 5 states:

“Whoever, with *intent to injure or defraud*, *utters and publishes as true a false, forged or altered record, deed, instrument or other writing* mentioned in the four preceding sections, knowing the same to be false, forged or altered, shall be punished by imprisonment in the state prison for not more than ten years or in jail for not more than two years.”

The crime of uttering punishes the *publication*, with *intent to injure or defraud*, of an instrument known to be *forged*. *Commonwealth v. Levin*, 11 Mass. App. Ct. 482, 496-97 (1981).

Robo-signed document(s) and/or instrument(s) are forgeries under Massachusetts law where the document(s) and/or instrument(s) were knowingly executed by someone other than the individual whose name is stated on the document(s) and/or instrument(s). The recording of such document(s) and/or instrument(s) on the public land records where the intent can only be to injure or defraud by recording such forged document(s) and/or instrument(s) for the purposes of attempting to induce reliance on what the document(s) and/or instrument(s) state, is uttering.

mc 7

#1

2010042100174 Bk:29407 Pg:410

04/21/2010 11:41 ASGT Pg 1/1



MASSACHUSETTS ASSIGNMENT OF REAL ESTATE MORTGAGE (CORPFORM) 962

Salem Five Mortgage Company, LLC holder of a real estate mortgage
From Barbara M Barnes
To Salem Five Mortgage Company, LLC
Dated April 15, 2010
Recorded with Essex County South District Registry of Deeds
Book 29407 Page 394 assigns without recourse in any event
said mortgage and the note and claim secured thereby to:

JPMorgan Chase Bank, N.A.
P O BOX 8000
MONROE, LA 71211

In witness whereof, the said Salem Five Mortgage Company, LLC has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by:

Edward J. McDonald, President this 15th day of April
A.D. 2010

Signed and sealed in presence of

.....

.....

Salem Five Mortgage Company, LLC
by
Edward J. McDonald, President

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF ESSEX, SS

On this 15th day of April, 2010 before me, the undersigned notary public, personally appeared Edward J. McDonald, President, proved to me through satisfactory evidence of identification, which consisted of personal knowledge beyond reasonable doubt, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it as an officer of Salem Five Mortgage Company, LLC, voluntarily for its stated purpose.

Jesse Williams
Notary Public Jesse Williams
My commission expires: July 13, 2012

Return to: Secondary Dept., Salem Five Mortgage Co., 210 Essex Street,
Salem, MA 01970

15

519

#2



2010090800391 Bk:29752 Pg:348
09/08/2010 01:55 ASGT Pg 1/1

ASSIGNMENT OF MORTGAGE

Mortgage Loan Originator: None

Mortgage Loan Broker: None

Bank of America, N.A., 475 Crosspoint Parkway P.O. Box 9000 Getzville, NY 14068, holder of a mortgage from Evaneo R. Costa to Bank of America, N.A. dated July 10, 2009, recorded with the Essex County (Southern District) Registry of Deeds at Book 28795, Page 79 assigns said mortgage and the note and claim secured thereby to BAC Home Loans Servicing, LP, 7105 Corporate Drive Plano, TX 75024, without recourse.

IN WITNESS WHEREOF, the said Bank of America, N.A. has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Allison West Dalton, of Harmon Law Offices, PC, as Attorney in Fact*

this 3 day of ~~July~~ September

Bank of America, N.A.

By:

Allison West Dalton

Allison West Dalton, of Harmon Law Offices, PC, as Attorney in Fact*

*For signatory authority see Limited Power of Attorney recorded with the Essex County (Southern District) Registry of Deeds at Book 29339, Page 245.

The Commonwealth of Massachusetts

Middlesex, ss

September
July 3, 2010

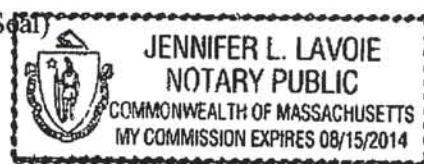
On this 3 day of July 2010, before me, the undersigned notary public, personally appeared Allison West Dalton, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

Capacity: (of Harmon Law Offices, PC, as Attorney in Fact*

for Bank of America, N.A.

Notary Signature

My commission expires: 8/15/14



75

(DP)

第3

2010102800281 Bk:29911 Pg:120
18/28/2018 01:05 ASGT Pg 1/1

ASSIGNMENT OF MORTGAGE

Wells Fargo Bank, N.A., 3476 Stateview Boulevard, Fort Mill, SC 29715, holder of a mortgage from Mary T. Clain and Christopher P. Clain to Mortgage Electronic Registration Systems, Inc. dated January 10, 2005, recorded with the Essex County (Southern District) Registry of Deeds at Book 23867, Page 37 assigns said mortgage and the note and claim secured thereby to US Bank National Association, as Trustee for Structured Asset Securities Corporation Trust 2005-WF2, U.S. Bancorp Center, 800 Nicollet Mall, Minneapolis, MN 55402, without recourse.

IN WITNESS WHEREOF, the said Wells Fargo Bank, N.A. has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Andrew S. Harmon, Attorney in Fact*
this 26th day of October, 2010

Wells Fargo Bank, N.A.

By:

Andrew S. Harmon, Attorney in Fact*

*For signatory authority please see limited power of attorney recorded with the Essex County (Southern District) Registry of Deeds at Book 22646, Page 204.

The Commonwealth of Massachusetts

Middlesex, ss

October 26, 2010

On this 26th day of October, 2010 before me, the undersigned notary public, personally appeared Andrew S. Harmon, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

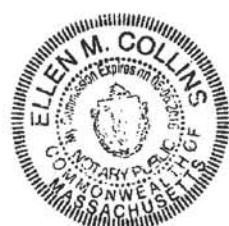
Capacity: (as Attorney in Fact*)

for Wells Fargo Bank, N.A.)

Ellen Gold (Affix Seal)
Notary Signature

My commission expires: 5-4-16

Box 28



15

AP-4

#4

ASSIGNMENT OF MORTGAGE

BANK OF AMERICA NA S/B/M/T FLEET NATIONAL BANK S/B/M/T BAYBANK
 MIDDLESEX holder of a mortgage from RUSSELL E. HODGKINS, TRUSTEE OF
 MAGNOLIA REALTY TRUST to BAYBANK MIDDLESEX dated 6-4-1985, in the amount of
 \$38,000; recorded with the ESSEX SOUTH County Registry of Deeds at BOOK 7782 PAGE
468, recorded on 6-6-1985, hereby grants, bargains, sells, assigns, transfers and sets over said
 Mortgage and the note and claims secured to JPMORGAN CHASE BANK NA
 780 Kansas Lane, Suite A, Monroe, LA 71203



2010102700040 Bk:29904 Pg:551
 10/27/2010 09:45 ASGT Pg 1/1

PROPERTY ADDRESS:
 44 Lexington Ave #G-4, Gloucester, Massachusetts

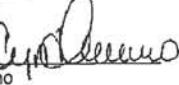
EFFECTIVE DATE OF THIS ASSIGNMENT: May 20, 2009

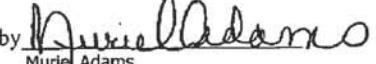
In Witness whereof, **BANK OF AMERICA NA S/B/M/T FLEET NATIONAL BANK**
S/B/M/T BAYBANK MIDDLESEX has caused these presents to be signed in its name and
 behalf by Muriel Adams its Vice President this September 16, 2010

BANK OF AMERICA NA S/B/M/T FLEET NATIONAL BANK S/B/M/T BAYBANK
MIDDLESEX

Witness

 Charles Cannon

Witness by Cynthia Marano

 Cynthia Marano

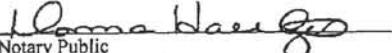
by 
 Muriel Adams

its Vice President

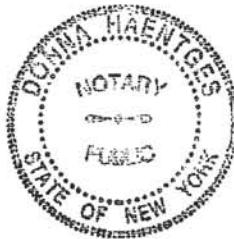
STATE/COMMONWEALTH OF New York

COUNTY OF Erie

On September 16, 2010, before me the undersigned, Notary Public personally appeared Muriel Adams, personally known to me (or proved to me on the basis of satisfactory evidence of identification, which were _____ (source of identification)) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument, and that such instrument is full actual deed and free act and deed of the person(s) whose name(s) is/are subscribed and executed above and within.


 Notary Public
 My commission expires 11/17/2013

DONNA HAENTGES, REG # 01HA5088300
 Notary Public, State of New York
 Qualified In Erie County
 My Commission Expires Nov. 17, 2013



(notary seal)

Frontiero Law Office
 Box 113

E
75

MC7

#5

2010032900364 Bk:29359 Pg:298
03/29/2010 01:46 ASGT Pg 1/1

SPACE ABOVE THIS LINE FOR RECORDER'S USE
CORPORATION ASSIGNMENT OF MORTGAGE

FOR VALUE RECEIVED CHASE HOME FINANCE LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORP. A/I/F FOR BANK OF AMERICA FKA FLEET NATIONAL BANK FKA BANK BOSTON NA SBM THE FIRST NATIONAL BANK OF BOSTON SBM PIONEER FINANCIAL, A COOPERATIVE BANK CONSOLIDATED WITH MALDEN CO-OPERATIVE BANK, 780 KANSAS LANE, MONROE, LA 71203, the undersigned hereby grants, assigns and transfers to JPMORGAN CHASE BANK, NA SUCCESSOR IN INTEREST FROM FEDERAL DEPOSIT OF INSURANCE CORP. AS RECEIVER FOR WASHINGTON MUTUAL BANK FORMERLY WASHINGTON MUTUAL BANK, NA, 1111 POLARIS PKWY, COLUMBUS, OH 43240

all beneficial interest under that certain MORTGAGE dated December 4, 1981 to secure Loan Amount \$24,500.00 executed by THOMAS F NORRIS III AND CAROL A NORRIS to MALDEN COOPERATIVE BANK recorded on December 7, 1981 Volume/Book 6889 Page 214 Document 123 in the County Recorder's office of ESSEX SOUTH COUNTY, Massachusetts, describing land therein as described in said MORTGAGE referred to herein.
Commonly known as address: 22 SHEPHERD STREET HAVERHILL MA 01830
No Mortgage Broker or Mortgage Loan Originator was involved in the mortgage.
POA WAS RECORDED 03/05/10 B-29316 P-451 INST-20010030500193
TOGETHER with the note or notes therin described or referred to, the money due and to become due thereon with interest, and all rights accrued or to accrue under said Mortgage.

DATE: 03/19/10

Ronnie Sanders
WITNESS:RONNIE SANDERS



CHASE HOME FINANCE LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORP. A/I/F FOR BANK OF AMERICA FKA FLEET NATIONAL BANK FKA BANK BOSTON NA SBM THE FIRST NATIONAL BANK OF BOSTON SBM PIONEER FINANCIAL, A COOPERATIVE BANK CONSOLIDATED WITH MALDEN CO-OPERATIVE BANK

By: Carole McQueen
CAROLE MCQUEEN, VICE PRESIDENT

STATE OF LOUISIANA
PARISH/COUNTY OF OUACHITA

Be it Remembered That on MARCH 19, 2010 before me, the undersigned authority, personally appeared CAROLE MCQUEEN who is the VICE PRESIDENT of CHASE HOME FINANCE LLC S/B/M TO CHASE MANHATTAN MORTGAGE CORP. A/I/F FOR BANK OF AMERICA FKA FLEET NATIONAL BANK FKA BANK BOSTON NA SBM THE FIRST NATIONAL BANK OF BOSTON SBM PIONEER FINANCIAL, A COOPERATIVE BANK CONSOLIDATED WITH MALDEN CO-OPERATIVE BANK who is personally known to me and I am satisfied both are the persons who signed the within instrument, and (s)he acknowledged that (s)he signed, sealed with the corporate seal and delivered the same as such officer aforesaid, and that the within instrument is the voluntary act and deed of such corporation, made WITNESS my hand and official seal

Becky Bailey
Notary Public BECKY BAILEY

ID-66463

Commission Expires: LIFETIME
Prepared by/Record and Return To:
CAROLE MCQUEEN
Chase Home Finance LLC
780 Kansas Lane, Suite A
Monroe, LA 71203
Telephone Nbr: 1-866-756-8747
Outbound Date: 03/03/10
Loan Number: 8444867264



229
Property Address: LOT 29 OLD HASWELL PARK ROAD,
MIDDLETON, MA 01949

2010083100673 Bk:29732 Pg:281
08/31/2010 03:13 ASGT Pg 1/2



229

CORPORATE ASSIGNMENT OF MORTGAGE

Essex Southern District, Massachusetts
SELLER'S SERVICING #:4936574 "BECK"

Date of Assignment: July 23rd, 2009

Assignor: WELLS FARGO BANK, N.A. successor by merger to WELLS FARGO HOME MORTGAGE, INC. as Attorney in Fact for US BANK NATIONAL ASSOCIATION as successor Trustee to WACHOVIA BANK, N.A. f/k/a FIRST UNION NATIONAL BANK, AS TRUST ADMINISTRATOR at MAC # X0501-022, 1003 E. BRIER DRIVE, SAN BERNARDINO, CA 92408

Assignee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. at 1003 E. BRIER DRIVE, MACX0501-022, SAN BERNARDINO, CA 92408

Executed By: RICHARD BECK AND JEAN BECK, HIS WIFE To: HOMESIDE LENDING, INC.

Date of Mortgage: 10/22/1998 Recorded: 10/28/1998 in Book/Reel/Liber: 15194 Page/Folio: 290 In Essex Southern District, Massachusetts

Property Address: LOT 29 OLD HASWELL PARK ROAD, MIDDLETON, MA 01949

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said Assignor hereby assigns unto the above-named Assignee, the said Mortgage together with the Note or other evidence of indebtedness (the "Note"), said Note having an original principal sum of \$384,950.00 with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage and Note, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage and Note.

WELLS FARGO BANK, N.A. successor by merger to WELLS FARGO HOME MORTGAGE, INC. as Attorney in Fact for US BANK NATIONAL ASSOCIATION as successor Trustee to WACHOVIA BANK, N.A. f/k/a FIRST UNION NATIONAL BANK, AS TRUST ADMINISTRATOR
On July 23rd, 2009

By: 
BONNIE LAWLER, Vice President Loan
Documentation

*SE2*SE2WFMB*07/23/2009 10:44:04 AM*WFMC02WFMBAD000000000000000740092*MAESSEX*4936574 MASTATE_MORT_ASSIGN_ASSN **SE2WFMB*

Recording Requested By:
WELLS FARGO HOME MORTGAGE
When Recorded Return To:

WELLS FARGO HOME MORTGAGE
1003 E BRIER DR
MAC X0501-022 **
SAN BERNARDINO, CA 92408

Box 52



#7

2010092000626 Bk:29785 Pg:86
09/20/2010 04:01 ASGT Pg 1/1

ASSIGNMENT OF BID

Whereas, Bank of America, N.A. c/o BAC Home Loans Servicing, L.P., 400 Countrywide Way, Mail Stop: SV-35, Simi Valley, CA, 93065 ("Assignor"), was the highest bidder at the public sale of property located at 94 Beacon Hill Avenue, Lynn, MA, 01902, which sale was made on the premises hereinabove described on September 16, 2010 at 11:00 AM by Bank of America, N.A. c/o BAC Home Loans Servicing, L.P., 400 Countrywide Way, Mail Stop: SV-35, Simi Valley, CA, 93065, dated December 13, 2004 and recorded with the Essex County (Southern District) Registry of Deeds at Book 23793, Page 319, of which Mortgage the undersigned is the present holder .

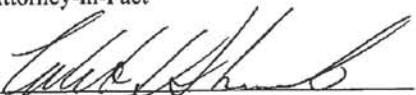
FOR VALUE RECEIVED, the undersigned Assignor unconditionally sells, assigns, and sets over unto Federal National Mortgage Association, P.O Box 650043, Dallas, TX 75265-0043, its successors and assigns, ("Assignee"), all of the Assignor's right, title and interest in and to said bid for the said property with the right to said Assignee to take and receive title thereto by conveyance directly from said Mortgagee pursuant to its power and authority under and by virtue of the aforesaid Mortgage.

Executed as a sealed instrument this 16th day of September, 2010.

See Power of Attorney recorded with the
Essex County (Southern District) Registry
of Deeds in Book 29708, Page 143.

Bank of America, N.A.
By Orlans Moran, PLLC
Its Attorney-in-Fact

By:



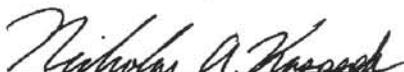
Caleb Shureb,
Authorized Signatory, Real Property

STATE OF MICHIGAN

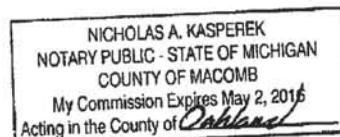
OAKLAND, SS

September 16, 2010

On this 16th day of September, 2010, before me, the undersigned notary public, personally appeared Caleb Shureb, Authorized Signatory, Real Property of Orlans Moran PLLC, as Attorney-in-Fact for Bank of America, N.A., proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.



Nicholas A. Kasperek, Notary Public
My Commission Expires: 5/2/2016



dp
2

8

2008120400232 Bk:28180 Pg:159
12/04/2008 03:10 ASGT Pg 1/1

75

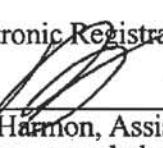
ASSIGNMENT OF MORTGAGE

Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501-2026, holder of a mortgage from Alice D. Berger and Laurence B. Berger to Hunneman Mortgage Corporation dated November 1, 2002, recorded with the Essex County (Southern District) Registry of Deeds at Book 19544, Page 260 assigns said mortgage and the note and claim secured thereby to Wells Fargo Bank, N.A., 3476 Stateview Boulevard, Fort Mill, SC 29715, without recourse

IN WITNESS WHEREOF, the said Mortgage Electronic Registration Systems, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Andrew S. Harmon, Assistant Secretary/Vice President* this 28 day of November, 2008.

The effective date of this assignment is October 23, 2008.

Mortgage Electronic Registration Systems, Inc.

By: 

Andrew S. Harmon, Assistant Secretary/Vice President*

*For signatory authority, see Corporate Resolution recorded with Essex County (Southern District) Registry of Deeds in Book 24067, Page 249.

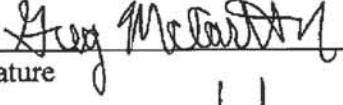
Commonwealth of Massachusetts

Middlesex, ss.

November 28, 2008

On this 28 day of November 2008, before me, the undersigned notary public, personally appeared Andrew S. Harmon, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Capacity: (as Assistant Secretary/Vice President*
for Mortgage Electronic Registration Systems, Inc.)


Notary Signature

(Affix Seal)

My commission expires: 09/17/2015



Notary

200810-1782

FCL

/Assignment - MA/Berger, Alice / Berger,
Laurence

2/15 1/19

2010011100198 Bk:29206 Pg:266
01/11/2010 11:28 ASGT Pg 1/2

#9

ASSIGNMENT OF MORTGAGE

Mortgage Electronic Registration Systems, Inc., P.O Box 2026, Flint, MI 48501, holder of a mortgage
from Timothy E. Griffin a/k/a Timothy Griffin and Leah A. Griffin a/k/a Leah Griffin
to Mortgage Electronic Registration Systems, Inc.

dated July 11, 2005, recorded with the Essex County (Southern District) Registry of Deeds at Book 24549, Page 332

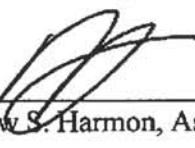
assigns said mortgage to Wells Fargo Bank, NA, 101 North Phillips Avenue, Sioux Falls, SD 57104,
without recourse.

IN WITNESS WHEREOF, the said Mortgage Electronic Registration Systems, Inc. has caused its
corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Andrew S.
Harmon, Assistant Secretary and Vice President*

this 7th day of January, 2010

Mortgage Electronic Registration Systems, Inc.

By:


Andrew S. Harmon, Assistant Secretary and Vice President*

*For signatory authority please see Corporate Resolution recorded with the Essex County (Southern
District) Registry of Deeds at Book 24067, Page 249.

2010011100198 Property Address: 7 Blair Terrace, Peabody, MA 01960

B228

201001-0283

FCL

/Assignment - MA/Griffin, Timothy / Griffin,
Leah

The Commonwealth of Massachusetts

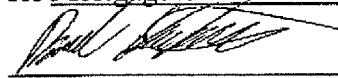
Middlesex, ss

January 7, 2010

On this 7 day of January 2010, before me, the undersigned notary public, personally appeared Andrew S. Harmon, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

Capacity: (as Assistant Secretary and Vice President*)

for Mortgage Electronic Registration Systems, Inc.)

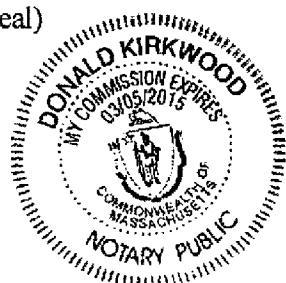


(Affix Seal)

Notary Signature

My commission expires: _____

201001-0283



2
15

AK-4
(REC ON 4)

2010081000183 Bk:29669 Pg:236
08/10/2010 11:13 ASGT Pg 1/2

#10

ASSIGNMENT OF MORTGAGE

Mortgage Electronic Registration Systems Inc., P.O. Box 2026 Flint, MI 48501, holder of a mortgage from Chad Green and Renee Leblanc to Mortgage Electronic Registration Systems, Inc.

dated January 13, 2006, registered with the Essex County (Southern District) Registry District of the Land Court as Document No.510775 as noted on Certificate of Title No. C086014 and recorded at the Essex County (Southern District) Registry of Deeds at Book 25299, Page 41

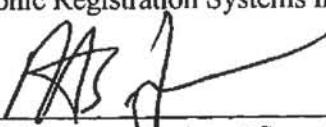
assigns said mortgage to Wells Fargo Bank, N.A., 101 North Phillips Avenue, Sioux Falls, SD 57104, without recourse.

IN WITNESS WHEREOF, the said Mortgage Electronic Registration Systems Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Andrew S. Harmon, Assistant Secretary and Vice President*

this 6th day of August, 2010

Mortgage Electronic Registration Systems Inc.

By:


Andrew S. Harmon, Assistant Secretary and Vice President*

*For signatory authority see corporate resolution Registered with the Essex County (Southern) Registry District of the Land Court as Document No.468885

0728

The Commonwealth of Massachusetts

Middlesex County, ss

August 6, 2010

On this 6 day of August 2010, before me, the undersigned notary public, personally appeared Andrew S. Harmon, proved to me through satisfactory evidence of identification, which were Personal Knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he) (she) signed it voluntarily for its stated purpose.

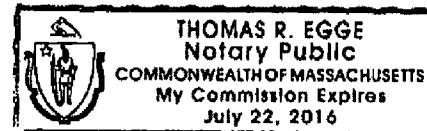
Capacity: (as Assistant Secretary and Vice President*)

for Mortgage Electronic Registration Systems Inc.)

 (Affix Seal)

Notary Signature

My commission expires: _____



201005-1776

TO 16

#11

75



2010100800331 Bk:29850 Pg:408

10/08/2010 01:54 ASGT Pg 1/1

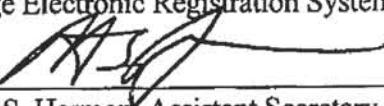
ASSIGNMENT OF MORTGAGE

Mortgage Electronic Registration Systems, Inc., P.O. Box 2026, Flint, MI 48501, holder of a mortgage from Dennis P. McGrath to Mortgage Electronic Registration Systems, Inc. dated September 3, 2004, recorded with the Essex County (Southern District) Registry of Deeds at Book 23356, Page 79 assigns said mortgage to Wells Fargo Bank, N.A., 3476 Stateview Boulevard, Fort Mill, SC 29715, without recourse.

IN WITNESS WHEREOF, the said Mortgage Electronic Registration Systems, Inc. has caused its corporate seal to be hereto affixed and these presents to be signed, in its name and behalf by Andrew S. Harmon, Assistant Secretary and Vice President

this 6th day of October, 2010

Mortgage Electronic Registration Systems, Inc.

By: 

Andrew S. Harmon, Assistant Secretary and Vice President

Property Address: 2 Scribner Road, Peabody, MA 01960

For signatory authority please see Corporate Resolution recorded with the Essex (Southern) County Registry of Deeds at Book 24067, Page 249.

The Commonwealth of Massachusetts

Middlesex, ss

October 6, 2010

On this 6 day of October 2010, before me, the undersigned notary public, personally appeared Andrew S. Harmon, proved to me through satisfactory evidence of identification, which were personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Capacity: as Assistant Secretary and Vice President

for Mortgage Electronic Registration Systems, Inc.)

Ellen M. Collins
Notary Signature

My commission expires: 5-6-16



BOX 28

201009-2495

FCL

/Assignment - MA/McGrath, Dennis

PD-8

2010110300166 Bk:29933 Pg:146

11/03/2010 11:09 ASGT Pg 1/2

#12

ASSIGNMENT OF MORTGAGE

Know all men by these presents, that New Century Mortgage Corporation, with a mailing address of 18400 Von Karman, Suite 1000, Irvine, CA 92612 does hereby grant, bargain, sell, assign, transfer, and set over to Wells Fargo Bank, NA, as Trustee, for Carrington Mortgage Loan Trust, Series 2006-NC4 Asset-Backed Pass-Through Certificates with a mailing address c/o Carrington Mortgage Services, LLC, P.O. Box 54285, Irvine, CA 92619-4285 and its successors and assigns, all interest under that certain mortgage to New Century Mortgage Corporation from Karlene Miller, dated 7/27/2006 and recorded 8/2/2006 in Book 25950 at Page 575 of the Essex County (Southern District) Registry of Deeds.

In Witness Whereof, the Assignor has duly executed this instrument this 12 day of October, 2006

Signed, Sealed and Delivered
in the Presence of:

Monica Anderson
Witness Monica Anderson
Lilibeth Lopez
Witness Lilibeth Lopez

New Century Mortgage Corporation
By: Carrington Mortgage Services, LLC,
as Attorney in Fact

By GS
Its Greg Schleppy
(Title) Sr. Vice President

STATE OF _____:

COUNTY OF _____:

On this _____ day of _____, 20____, personally appeared _____, who is known to me to be the person who executed the foregoing instrument as the _____ (title), of the Corporation that executed the foregoing instrument, and acknowledged the same to be the free act and deed of said Corporation, before me.

Notary Public
My Commission Expires:

See attachment

Origination Information (if none, state "None")

Mortgage Loan Originator and/or Mortgage Broker's Name, Address and License No.

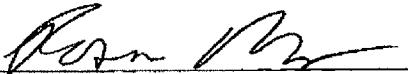
ACKNOWLEDGMENT

State of California
County of Orange

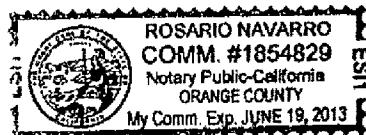
On October 12, 2010 before me, Rosario Navarro, Notary Public, personally appeared Greg Schleppy, Sr. Vice President who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Rosario Navarro, Notary Public
Comm. Expiration June 19, 2013



(seal)

EXHIBIT “C”

ROBO – SIGNERS

ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS
ASSIGNMENTS OF MORTGAGE RECORDED IN 2010
To and From: Bank of America, JPMorgan Chase Bank & Wells Fargo Bank

<i>Officer</i>	<i>Signing For/As</i>	<i>Who They Actually Work For</i>	<i>County</i>	<i>Number of Assignments for 2010</i>
Adams, Muriel	V.P. of BOA		Erie, NY	5
Aguilar Greene, Angela	V.P. of JPMorgan Chase Bank		Franklin, OH	3
Alagic, Sanela	MERS/JPMorgan/Washington Mutual	Also a Notary	Duval, FL	5
Allen, Christina	MERS/ DOCX	Lender Processing Services	Dakota, MN	2
Allotey, Liquenda	V.P. of MERS/ DOCX	Lender Processing Services	Dakota, MN	1
Anderson, Earitha	JPMorgan Atty in Fact/Washington Mutual/FDIC/Foreclosure Officer		Duval, FL	2
Anderson, Scott	Ex. V.P. of Residential Loan Servicing	Ocwen Loan Servicing	Palm Beach, FL	1
Baggs, Loraine			Duval, FL	1
Bailey, Kirsten	V.P. BOA/NationsBanc/Keycorp./Fleet/Shawmut		Ouachita, LA	9
Bailey-Slyh, Martha	Asst V.P. Wells Fargo Attny in Fact for FDIC/Washington Mutual		Duval, FL	1
Bell, Lance	V.P. of Argent Mortgage Company, LLC	BAC	Tarrant, TX	1
Blackstun, Nate	V.P. of MERS	CitiBank	Lincoln, Missouri	1

ROBO – SIGNERS

ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS
 ASSIGNMENTS OF MORTGAGE RECORDED IN 2010
 To and From: Bank of America, JPMorgan Chase Bank & Wells Fargo Bank

<i>Officer</i>	<i>Signing For/As</i>	<i>Who They Actually Work For</i>	<i>County</i>	<i>Number of Assignments for 2010</i>
Bly, Bryan	V.P. of JPMorgan Chase/CitiFinancial/Wachovia	Nationwide Title Clearing. Also A Notary	Pinellas, FL	20
Brown, China	Assistant Sec. for MERS	America's Servicing Company	York, SC	1
Brown, Tracey			FL	1
Bolduc, Lori	Atty in Fact for Bank of America	Harmon Law Office	Middlesex, MA	1
Burton, Linda	Asst/V.P. of BOA/First National Bank of Boston/Fleet/Bank of New England		Jefferson & Guilford, NC	6
Colston, Noriko	Assistant Sec for MERS/WMC		Sacramento, CA	6
Cook, Mary	V.P. of JPMorgan/Asst. Sec for MERS	Chase Home Finance	Franklin, OH	4
Cook, Whitney K.	Assistant Sec. for Chase Bank USA	Chase Home Finance	Franklin, OH	5
Cottrell, Beth	V.P. & Asst Sec. for Chase Bank USA & JPMorgan Chase Bank/ DOCX	Lender Processing Services	Franklin, OH	8
Cottrell, John	Asst V.P. for MERS	Saxton Mortgage Services	Tarrant, TX	3
Croft, Tom	Sr. V.P. New Century/Carrington Attny in Fact/MERS	Carrington Mortgage Services, LLC	Orange, CA	7
Dalton, Margaret	V.P. JPMorgan/Washington Mutual/Wells	JPMorgan Chase Bank	Duval, FL	6

ROBO – SIGNERS

ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS
 ASSIGNMENTS OF MORTGAGE RECORDED IN 2010
 To and From: Bank of America, JPMorgan Chase Bank & Wells Fargo Bank

<i>Officer</i>	<i>Signing For/As</i>	<i>Who They Actually Work For</i>	<i>County</i>	<i>Number of Assignments for 2010</i>
	Fargo/Freddie Mac			
Esposito, Theresa	V.P. of Sand Canyon/Option One/DOCX	Lender Processing Services/ American Home Servicing, Inc.	Duval, FL	1
Fuerstenberger, Andrew	V.P. of Sand Canyon/Option One	Lender Processing Services/American Home Servicing, Inc.	Duval, FL	1
Gorlewski, Catherine M.	Sr. V.P. BOA/Fleet/Baybanks	BAC	Erie, NY	1
Green, Linda	V.P. of American Home Mortgage Servicing/Option One/DOCX <u>WELLS FARGO ROBO - SIGNERS\GREEN, LINDA\BOYLAN ASSIGNMENT OF MORTGAGE, 1.14.2009.pdf</u>	Lender Processing Services	Fulton, GA	1
Halyard, Michelle	V.P. of Sand Canyon/Option One/DOCX	Lender Processing Services/ American Home Servicing, Inc.	Duval, FL	3
Harmon, Andrew	Asst Sec & V.P. of MERS/Attny in Fact for BOA & Wells Fargo	Harmon Law Office	Middlesex, MA	120
Hertzler, Renee	V.P. of MERS	BAC/Bank of America	Collin, TX	1
Hescott, Laura	Attny in Fact for JPMorgan/Washington Mutual/FDIC/ DOCX	Lender Processing Services	Dakota, MN	1

ROBO – SIGNERS

ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS
 ASSIGNMENTS OF MORTGAGE RECORDED IN 2010
 To and From: Bank of America, JPMorgan Chase Bank & Wells Fargo Bank

<i>Officer</i>	<i>Signing For/As</i>	<i>Who They Actually Work For</i>	<i>County</i>	<i>Number of Assignments for 2010</i>
Hindman, Barbara	V.P of JPMorgan Chase/Washington Mutual/MERS	JPMorgan Chase	Duval, FL	5
Hood, Bethany	V.P. of MERS/Greenpoint/First Magnus/DOCX	Lender Processing Services	Dakota, MN	2
Hunter, Rose		As a Notary	Duval, FL	2
Kaminski, Joseph	Asst Sec. For Sand Canyon/Option One/DOCX	Lender Processing Services/American Home Servicing, Inc.	Duval, FL	2
Kennerty, John (Herman)	Asst V.P. Wells Fargo Attny in Fact for FDIC/Washington Mutual	Wells Fargo/America's Servicing Company	Fort Mills & York, SC	3
Kist, Mary	V.P. of MERS/BOA	BAC	Dallas & Collin, TX	2
Koch, Bill	Asst Sec for MERS	Select Portfolio Servicing	Salt Lake, UT	2
Kowal, Victoria	V.P. of JPMorgan/Washington Mutual/FDIC		Duval, FL	1
Martinez, Kim	Asst V.P. Sand Canyon/Option One	American Home Servicing, Inc.	Duval, FL	3
McGowan, Mary Jo	Asst. V.P. Washington Mutual Bank	Nationwide Title Clearing	Pinellas, FL	1
Moore, Crystal	V.P. for JPMorgan & Citi Financial/Attny in	Nationwide Title Clearing. Also A	Pinellas, FL	15

ROBO – SIGNERS

ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS
 ASSIGNMENTS OF MORTGAGE RECORDED IN 2010
 To and From: Bank of America, JPMorgan Chase Bank & Wells Fargo Bank

<i>Officer</i>	<i>Signing For/As</i>	<i>Who They Actually Work For</i>	<i>County</i>	<i>Number of Assignments for 2010</i>
	Fact for Argent	Notary.		
Nadeau, Michael	V.P. of Bank of America		Los Angeles, CA	8
Nolan, Francis	Mers/Wells Fargo	Harmon Law Office	Middlesex, Ma	34
Nord III, Harold	Asst. Sec for Sand Canyon/Option One	American Home Servicing, Inc.	Duval, FL	2
Noriega, Marti	Asst V.P. MERS	Litton Loan Servicing	Harris, TX	3
Perez, David	Asst V.P. of Bank of America	BAC	Dallas, TX	1
Peterson, Elena	Attny in Fact for Wells Fargo	Harmon Law Office	Middlesex, MA	31
Phidavanh, Viengmor	V.P. for Wells Fargo		Dakota, MN	5
Pirritano, Laura	Assistant V.P. of Bank of America	BAC	Erie, NY	1
Porter, Kimberly	V.P. of N E Moves Mortgage Corporation		Middlesex, MA	4
Prindle, Michael	V.P. of Bank of America	BAC	Collins, TX	1
Rivera, Silena	Asst. V.P. of Sand Canyon/Option One & BOA/Atty in Fact	American Home Servicing, Inc.	Duval, FL	3
Rybarczyk, Robert	Asst V.P. of Bank of America	BAC	Erie, NY	4

ROBO – SIGNERS

ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS
 ASSIGNMENTS OF MORTGAGE RECORDED IN 2010
 To and From: Bank of America, JPMorgan Chase Bank & Wells Fargo Bank

<i>Officer</i>	<i>Signing For/As</i>	<i>Who They Actually Work For</i>	<i>County</i>	<i>Number of Assignments for 2010</i>
Schleppy, Greg	Sr. V.P. Sand Canyon/Option One, New Century/Atty in Fact/Carrington, MERS, Fremont Investment & Loans	Carrington Mortgage Services, LLC	Orange, CA	3
Smith, Kathy	Asst Sec. For Sand Canyon/Option One/DOCX	Lender Processing Services	Duval, FL	8
Spohn, Stacy E.	V.P. of JPMorgan Chase/DOCX	Lender Processing Services	Franklin, OH	4
Stephan, Jeffrey	GMAC Limited Signing Officer	GMAC	Montgomery, PA	3
Thomas, Cheryl	Asst Sec. H & R Block/DOCX	Lender Processing Services	Fulton, GA	1
Turner, Tiaquanda	Asst V.P. of Bank of America	BAC	Collin, TX	1
Viveros, Melissa	V.P. of Bank of America on an AOB to Freddie Mac	BAC	Tarrant, TX	1
Walsh, Thomas	MERS/Wells Fargo as Attny-in-Fact	Harmon Law Office	Middlesex, MA	8
West Dalton, Allison	MERS/Bank of America	Harmon Law Office	Middlesex, MA	8
White, Carolyn	Asst V.P. of Sand Canyon/Option One	American Home Servicing, Inc.	Duval, FL	3
Williams, Sandra	MERS/BOA/Fleet/Countrywide	BAC	Dallas 7 Collin, TX	3

ROBO – SIGNERS

ESSEX SOUTHERN DISTRICT REGISTRY OF DEEDS

ASSIGNMENTS OF MORTGAGE RECORDED IN 2010

To and From: Bank of America, JPMorgan Chase Bank & Wells Fargo Bank

<i>Officer</i>	<i>Signing For/As</i>	<i>Who They Actually Work For</i>	<i>County</i>	<i>Number of Assignments for 2010</i>
Wosnak, Jill	Bank of America	BAC	Ventura, CA	1

EXHIBIT “D”

PAPPAS SECURITIZATION FLOW CHART

IndyMac INDX Mortgage Loan Trust 2007-FLX5

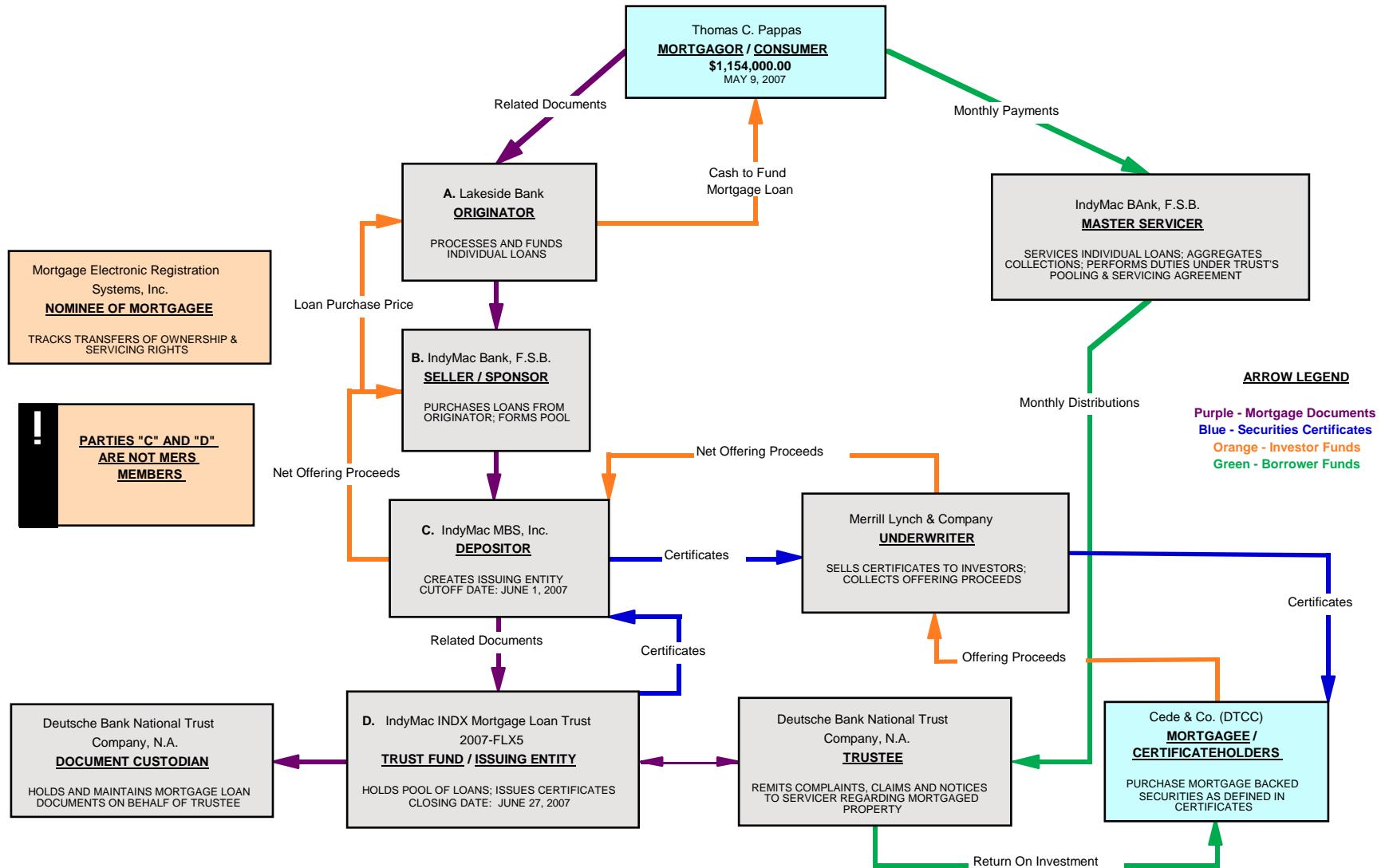
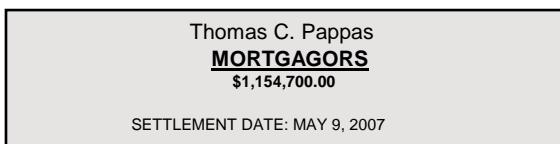


EXHIBIT “E”

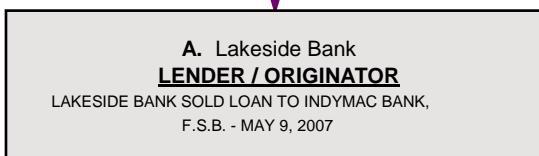
INVALID & MISSING ASSIGNMENTS

Deutsche Bank National Trust Company as Trustee of the IndyMac INDX Mortgage Loan Trust,
Mortgage Pass-Through Certificates Series 2007-FLX5 Under The Pooling And Servicing
Agreement Dated 6/1/2007

TRANSFERS & ASSIGNMENTS REQUIRED BY SECURITIZATION DOCUMENTS



NOTE &
MORTGAGE



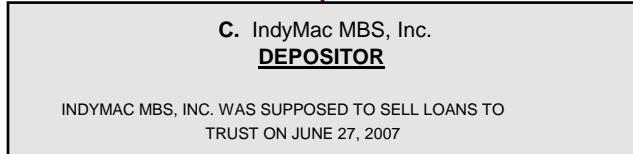
MISSING
ASSIGNMENT

#1



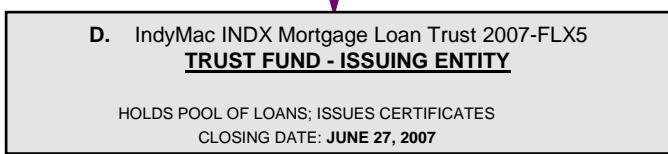
MISSING
ASSIGNMENT

#2



MISSING
ASSIGNMENT

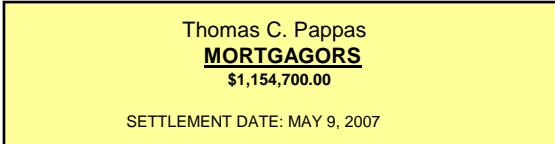
#3



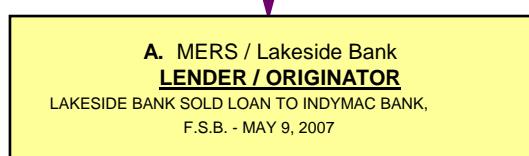
Deutsche Bank National Trust Company
TRUSTEE

INDX 2007-FLX5

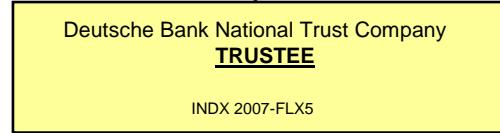
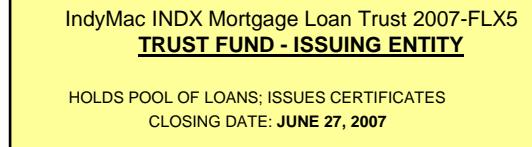
INVALID ASSIGNMENTS RECORDED IN THE BARNSTABLE LAND COURT REGISTRY



NOTE &
MORTGAGE



INVALID
ASSIGNMENT

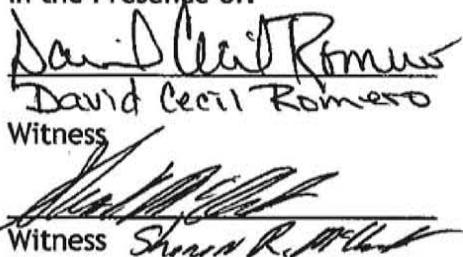


ASSIGNMENT OF MORTGAGE

Know all men by these presents, that Mortgage Electronic Registration Systems, Inc. as nominee for Lakeside Bank, with a mailing address of PO Box 2026, Flint, MI 48501 does hereby grant, bargain, sell, assign, transfer, and set over to Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Trust 2007-FLX5, Mortgage Pass-Through Certificates Series 2007-FLX5 under the Pooling and Servicing Agreement dated 6/1/2007 with a mailing address c/o OneWest Bank, FSB, 888 East Walnut Street, Pasadena, CA 91101 and its successors and assigns, all interest under that certain mortgage to Mortgage Electronic Registration Systems, Inc. as nominee for Lakeside Bank from Thomas C. Pappas, dated 5/9/2007 and filed 5/16/2007 as Document No. 1064228, as noted on Certificate of Title Number 158372 with the Barnstable County Registry District of the Land Court.

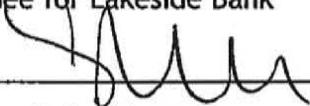
In Witness Whereof, the Assignor has duly executed this instrument this _____ day of NOV 1 0 2010, 20____

Signed, Sealed and Delivered
in the Presence of:

David Cecil Romero
David Cecil Romero
Witness


Witness Sharon R. Murray

Mortgage Electronic Registration Systems, Inc. as
nominee for Lakeside Bank

By 
Suchan Murray

Its ASSISTANT Vice President (Title)

STATE OF Texas :

COUNTY OF Travis :

On this _____ day of NOV 1 0 2010, 20____, personally appeared
Suchan Murray, who is known to me to be the person who executed the
foregoing instrument as the ASSISTANT Vice President (title), of the Corporation that
executed the foregoing instrument, and acknowledged the same to be the free act and
deed of said Corporation, before me.



Stacey F. Jones
Notary Public
My Commission Expires:

Origination Information (if none, state "None")

Mortgage Loan Originator and/or Mortgage Broker's Name, Address and License No.

EXHIBIT “F”

MEMO

TO: John O'Brien
Register of Deeds Southern Essex County, Commonwealth of Massachusetts

FROM: Jamie Ranney, Esq.
Jamie Ranney, PC
4 Thirty Acres Lane
Nantucket, MA 02554
508.228.9224 (tel)
508.228-4752 (fax)

DATE: June 18, 2011

RE: Legal authority of Registers of Deeds in Massachusetts to reject document(s) and/or instrument(s) for recording in their registries

QUESTION PRESENTED

What legal authority does a Register of Deeds in Massachusetts have to reject for recording (unregistered land) or registration (Land Court registered land) document(s) and/or instrument(s) in his Registry and where is such legal authority derived from?

SUMMARY

It is without question that a Register of Deeds has an important and fiduciary relationship and responsibility - especially in the Commonwealth where his position is elected - to all of his constituents, as well as to the public at large, all of whom rely and who should be able to rely on the Register's efforts, supervision, and oversight in assuring, maintaining and promoting the integrity, transparency, accuracy, and consistency of a County's land records.

The Register's work and supervision of his registry most often revolves around tasks and responsibilities that are generally ministerial in nature. The Register is typically concerned with the daily task of recording of legal document(s) and/or instrument(s) affecting real property where such document(s) and/or instrument(s) are properly presented to the registry for recording on the public land records.

However, the Register's fiduciary duty goes well beyond these usual ministerial acts in circumstances where the Register has actual knowledge or a subjective good-faith belief/basis for believing that document(s) and/or instrument(s) being presented for recording or registration in the registry for which he has responsibility are fraudulent or otherwise not executed or acknowledged under applicable law. In such cases the Register may lawfully refuse to record such document(s) and/or instrument(s).

SUMMARY OF AUTHORITY

1.) Unregistered Land:

Where the Register has knowledge or a good faith belief/basis for determining that a document and/or instrument presented to be recorded on the unregistered land records is: a) a *forgery* as defined under the Laws of the Commonwealth of Massachusetts; and/or b) constitutes an *uttering* (or attempted uttering) through the act of attempting to record/publish a forged document and/or instrument; and/or c.) fails to comply with the various statutory requirements regarding the acknowledgment of document(s) and/or instrument(s) under Massachusetts law (see No. 3 below), he may lawfully reject such document and/or instrument for recording.

2.) Registered Land (Land Court)

Where the Register has knowledge or a good faith belief/basis for determining that a document and/or instrument presented to be registered is: a) a *forgery* as defined under the Laws of the Commonwealth of Massachusetts; and/or b) constitutes an *uttering* (or attempted uttering) through the act of attempting to record/publish a forged document and/or instrument; and/or c.) fails to comply with the various statutory requirements regarding the acknowledgment of document(s) and/or instrument(s) under Massachusetts law (see No. 3 below), the Register may: a.) do nothing and wait for the party seeking to register such document(s) and/or instrument(s) to challenge the Register's refusal to register the document(s) and/or instrument(s); or b.) the Register may affirmatively apply to the Land Court for a legal determination as to whether the document(s) and/or instrument(s) may be registered under G.L. c. 185, s. 60 (discussed in Section V).

3.) All Document(s) and/or Instrument(s)

In either the case of registered land(s) or unregistered land(s) - if the Register determines that the document(s) and/or instrument(s) presented for recording or registration are not or cannot be in compliance with the requirements of G.L. c. 36, s. 12A (discussed in Section II); G.L. c. 183, s. 54B (discussed in Section IV(A)); G.L. c. 183, s. 30 (discussed in Section IV(A)(ii)); G.L. c. 183, s. 33 (discussed in Section IV(B)(iii)); and G.L. c. 183, s. 41 (also discussed in Section IV(B)(iii)), the Register may lawfully reject the document(s) and/or instrument(s) for recording or registration.

In order to verify out-of-state notary acknowledgments on either registered land(s) or unregistered land(s), a Register may lawfully require that document(s) and/or instrument(s) allegedly acknowledged by an out-of-state notary have attached thereto a "certificate of authority" for the purported notary as required by G.L. c. 183, s. 33 and G.L. c. 183, s. 41 and in the form(s) proscribed in the Appendix to G.L. c. 183, s. 30 before accepting such document(s) and/or instrument(s) for recording or registration and he may lawfully reject for recording or registration document(s) and/or instrument(s) that do not have attached thereto such certificate(s) of authority. See Section IV(B)(iii).

PUBLIC POLICY

The integrity of the public land records and their accuracy and reliability is one of fundamental and critical importance in the Commonwealth of Massachusetts for innumerable reasons.

- Creditors such as banks and other lenders need to rely on the accuracy of the public land records in securing their interests in real property when they loan money to borrowers.
- Borrowers need to rely on the accuracy of the public land records in obtaining proof of legal ownership of their property as well as their loan(s) and what liens, restrictions and other matters affect or burden their ownership
- Prospective purchasers need to rely on the accuracy of the public land records in determining issues surrounding liens, title, property descriptions, bounds, restrictions and lawful ownership.
- Title companies need to rely on the accuracy of the public land records in determining and thereafter insuring good title in order to ensure that there is orderly and confident lending available to convey and market real property.
- Governmental agencies need to rely on the accuracy of the public land records for tax assessments and liens, eminent domain purposes, residency and identification purposes, etc.

“... the recording of instruments serves vital purposes: “First and foremost, [recording acts] are designed to protect purchasers who acquire interests in real property for a valuable consideration and without notice of prior interests from the enforcement of those claims.’ . . . ‘The second purpose of recording acts is fundamental to the achievement of the first. To make the system self-operative and to notify purchasers of existing claims, the recording acts create a public record from which prospective purchasers of interests in real property may ascertain the existence of prior claims that might affect their interests.”

Devine v. Town of Nantucket, 449 Mass. 499, 507 (2007) quoting *Selectmen of Hanson v. Lindsay*, 444 Mass. 502, 507 (2005) (quoting 14 R. Powell, Real Property § 82.01[3], at 82-13, 82-14 (M. Wolf ed. 2000)).

I. LEGAL AUTHORITY FOR REGISTERS OF DEEDS

Pursuant to state law, Registers derive their legal authority from G.L. c. 36 (generally) as well as G.L. c. 185, s. 10 (*registered land* as “assistant recorders” for the Land Court).

G.L. c. 36 provides for the election of the Register for terms of six (6) years (G.L. c. 36, s. 2)

Pursuant to G.L. c 36, s. 2, the southern district registry of Essex has specific legal authority for all towns in Essex County with the exception of the towns of Lawrence, Andover, North Andover and Methuen.

There is a paucity of both statutory and case law on the legal authority of Registers of Deeds to reject document(s) and/or instrument(s) for recording or registration in Massachusetts.

The published case law on the subject of a Register of Deeds’ authority in this field appears related to legal disputes over:

- A. The amount(s) of recording fees applied to a recording (*Patriot Resorts v. Register of Deeds*, 71 Mass. App. Ct. 114 (2008) (alleged assessment of excessive recording fees; Register’s interpretation of required fees reversed); *Microfilm Serv. v. Reg. Deeds*, No. CA 00-0530A (Ma. Super. Apr. 17, 2001; unpublished) (same; fee(s) modified by court);
- B. Whether a Register can be liable for failing to proffer legal advice to a party recording document(s) and/or instrument(s) and/or instrument(s) where that party was damaged as result of failing to meet certain recording criteria (*S&H Petroleum Corp. v. Register of Deeds*, 46 Mass. App. Ct. 535 (1999) (no liability found as to Register where party missed recording deadline for priority lien where Register did not advise him of proper procedure for recording an Execution after judgment);
- C. Whether a Register can terminate an employment position within the registry (*Fitzgerald v. Register of Deeds, So. Dist. Middlesex*, 348 Mass. 690 (1965) (Register does not have the lawful authority as “assistant recorder: for the Land Court to terminate the position of “technical assistant” where such position was created by statute);
- D. Whether a Register can reject subdivision plans from being recorded for lack of a proper endorsement from a local Planning Board under the Subdivision Control Law (*Smalley v. Planning Board of Harwich*, 10 Mass. App. Ct. 599 (1980).

II. DIRECT STATUTORY AUTHORITY TO REJECT DOCUMENT(S) AND/OR INSTRUMENT(S) AND/OR INSTRUMENT(S) FOR FILING

G.L. c. 36, s. 12A states¹:

“A register of deeds may refuse to accept *an instrument* for recording if it cannot be properly duplicated *or a proper record cannot be made thereof.*”

¹ The author cannot find any reported cases on the application of G.L. c. 36, s. 12A.

² As support for the rejection of “robo-signed” document(s) and/or instrument(s) and/or instrument(s), the Register may wish to develop and continually monitor and update a list of “robo-signers” that have attested under oath to

Although this section might be interpreted to refer to the physical condition of the document(s) and/or instrument(s) sought to be recorded, this is the only section of G.L. c. 36 – or section of the Massachusetts General Laws – that appears to deal squarely with the legal authority of a Register to unilaterally, and in his discretion, reject document(s) and/or instrument(s) for recording or registration.

Consistent with the plain language of G.L. c. 36, s. 12A, where a Register who has a subjective good faith belief that a document(s) and/or instrument(s) presented for recording or registration on the land records are invalid, forgeries or otherwise fraudulent and/or defective (as discussed herein), that Register may logically determine that a “proper record cannot be made thereof” and the Register may reject the document(s) and/or instrument(s) for recording. As a practical matter, recording such a document(s) and/or instrument(s) may, based on the Register’s subjective good faith belief, result in creating a cloud on the title of the property to which the allegedly fraudulent document(s) and/or instrument(s) relate as well as degrade the reliability, accuracy and integrity of the public land records which the Register manages for the public benefit.²

To hold otherwise would require the Register to knowingly participate in possible fraudulent and illegal conduct thereby subjecting himself and his Registry to possible civil and criminal liability.³

III. FORGERY AND UTTERING⁴

A. Forgery

“*Falsely making*” document(s) and/or instrument(s) with knowledge that such document(s) and/or instrument(s) have been executed with an “*intent to injure or defraud*” is a crime in Massachusetts typically reviewed under the “*forgery*” statute at G.L. c. 267, s. 1.

G.L. c. 267, s. 1 states:

“Whoever, with intent to injure or defraud, falsely makes, alters, forges or counterfeits a public record, or a certificate, return or attestation of a clerk or register of a court, public register, notary public, justice of the peace, town clerk or any other public officer, in relation to a matter wherein such certificate, return or attestation may be received as legal proof; or a charter, deed,

² As support for the rejection of “robo-signed” document(s) and/or instrument(s) and/or instrument(s), the Register may wish to develop and continually monitor and update a list of “robo-signers” that have attested under oath to engaging in “robo-signing” practices such as executing document(s) and/or instrument(s) and/or instrument(s) without personal knowledge thereof, executing document(s) and/or instrument(s) and/or instrument(s) without lawful authority therefore, executing document(s) and/or instrument(s) and/or instrument(s) outside the presence of notaries public, etc. The depositions of many robo-signers have been made public and certified copies of same may be obtained from various court stenographers.

³ The crime of “mortgage fraud” has recently been added to the Massachusetts General Laws. See G.L. c. 266, s. 35A.

⁴ Forgery and uttering would be applicable to document(s) and/or instrument(s) executed and acknowledged on both *registered* and *unregistered* land.

will, testament, bond or writing obligatory, power of attorney, policy of insurance, bill of lading, bill of exchange or promissory note; or an order, acquittance or discharge for money or other property or a credit card or an instrument described as a United States Dollar Traveller's Check or Cheque, purchased from a bank or other financially responsible institution, the purpose of which is a source of ready money on cashing the instrument without identification other than the signature of the purchaser; or an acceptance of a bill of exchange, or an endorsement or assignment of a bill of exchange or promissory note for the payment of money; or an accountable receipt for money, goods or other property; or a stock certificate, *or any evidence or muniment of title to property; or a certificate of title, duplicate certificate of title, certificate issued in place of a duplicate certificate, the registration book, entry book, or any indexes provided for by chapter one hundred and eighty-five, or the docket of the recorder; shall be punished by imprisonment in the state prison for not more than ten years or in jail for not more than two years.*"

Interpreting G.L. c. 267, s. 1, *Commonwealth v. O'Connell*, 55 Mass. App. Ct. 100 (2002) states:

"[fn6] To make out its case on forgery, the Commonwealth must prove that the defendant falsely made all or part of a document with the intent to defraud. G.L. c. 267, § 1. *Commonwealth v. Apalakis*, 396 Mass. 292, 295-296 (1985)

[fn7] See Model Penal Code § 224.1 (1980) ("A person is guilty of forgery if . . . the actor: (a) alters any writing of another without his authority; or (b) makes . . . any writing so that it purports to be the writing of another who did not authorize the act") (emphasis supplied); 18 Pa. Cons. Stat. § 4101 (2001); *State v. Mason*, 79 Haw. 175, 180 (Ct. App. 1995); *People v. Piening*, 99 A.D.2d 583, 584 (N.Y. 1984); *Lewis v. Commonwealth*, 213 Va. 156 (1972). See also *Owen v. People*, 118 Colo. 415, 421 (1948), and cases cited.

The phrase "falsely makes" was examined in the case of *Commonwealth v. Apalakis*, 396 Mass. 292 (1985) and found to be essentially synonymous with "forgery".

Accordingly, forgery is the false making or material alteration of a written instrument with the intent to injure or defraud. *Commonwealth v. Apalakis*, supra at 298. The focus for forgery is upon the *false making* of the document(s) and/or instrument, not their *publication*. It is not necessary to show that anyone actually was defrauded. *Commonwealth v. Analetto*, 326 Mass. 115, 118 (1950).

One who falsely makes a written instrument with the requisite intent to injure or defraud, even if they never show that document(s) and/or instrument(s) to another, is guilty of forgery.

B. Uttering

Where document(s) and/or instrument(s) have been fraudulently or "falsely made" and are thereafter published (i.e. recorded or registered on the public land records), the crime of "uttering" has been committed and may be punished under G.L. c. 267, s. 5.

G.L. c. 267, s. 5 states:

“Whoever, with *intent to injure or defraud, utters and publishes as true a false, forged or altered record, deed, instrument or other writing* mentioned in the four preceding sections, knowing the same to be false, forged or altered, shall be punished by imprisonment in the state prison for not more than ten years or in jail for not more than two years.”

The crime of uttering punishes the *publication*, with *intent to injure or defraud*, of an instrument known to be *forged*. *Commonwealth v. Levin*, 11 Mass. App. Ct. 482, 496-97 (1981).

Robo-signed document(s) and/or instrument(s) are forgeries under Massachusetts law where the document(s) and/or instrument(s) were knowingly executed by someone other than the individual whose name is stated on the document(s) and/or instrument(s). The recording of such document(s) and/or instrument(s) on the public land records where the intent can only be to injure or defraud by recording such forged document(s) and/or instrument(s) for the purposes of attempting to induce reliance on what the document(s) and/or instrument(s) state, is uttering.

IV. DOCUMENT(S) AND/OR INSTRUMENT(S) EXECUTION REQUIREMENTS⁵

A. G.L. c. 183, s. 54B (effective November 7, 2010) states:

“Notwithstanding any law to the contrary, (1) a discharge of mortgage; (2) a release, partial release or assignment of mortgage; (3) an instrument of subordination, non-disturbance, recognition, or attornment by the holder of a mortgage; (4) any instrument for the purpose of foreclosing a mortgage and conveying the title resulting therefrom, including but not limited to notices, deeds, affidavits, certificates, votes, assignments of bids, confirmatory instruments and agreements of sale; or (5) a power of attorney given for that purpose or for the purpose of servicing a mortgage, and in either case, any instrument executed by the attorney-in-fact pursuant to such power, *if executed before a notary public, justice of the peace or other officer entitled by law to acknowledge instruments, whether executed within or without the commonwealth, by a person purporting to hold the position of president, vice president, treasurer, clerk, secretary, cashier, loan representative, principal, investment, mortgage or other officer, agent, asset manager, or other similar office or position, including assistant to any such office or position, of the entity holding such mortgage, or otherwise purporting to be an authorized signatory for such entity, or acting under such power of attorney on behalf of such entity, acting in its own capacity or as a general partner or co-venturer of the entity holding such mortgage, shall be binding upon such entity and shall be entitled to be recorded*, and no vote of the entity affirming such authority shall be required to permit recording.”

On its face, G.L. c. 154, s. 54B would seem to allow an entity with one of the enumerated document(s) and/or instrument(s) – executed with the “purported” authority of someone – to have such document(s) and/or instrument(s) recorded or registered. However, the language in 54B referencing that these document(s) and/or instrument(s) and that they “shall be entitled to be recorded” does not require that the Register actually record the document(s) and/or instrument(s). The language of 54B provides a *presumption* of recordability provided the enumerated criteria under the statute is met.

⁵ The document(s) and/or instrument execution requirements of this Section are applicable to document(s) and/or instrument(s) and/or instrument(s) executed and acknowledged on both the *registered* and *unregistered* land records.

Where the Register has a subjective good faith belief that the “person purporting to hold the position” of various offices identified under G.L. c. 183, s. 54B: a.) does not in fact hold such an office; b.) that the person who purports to have executed the document(s) and/or instrument(s) did not themselves execute the document(s) and/or instrument(s) (and no competent attested proof has been presented to the Register that the person purporting to have executed the document(s) and/or instrument(s) lawfully executed the document(s) and/or instrument(s) themselves; for example by executing the document(s) and/or instrument(s) under the pains and penalties of perjury); c.) the person purporting to have executed the document(s) and/or instrument(s) is known to have executed such document(s) and/or instrument(s) fraudulently, the Register may lawfully reject the document(s) and/or instrument(s) from being recorded or registered on the land records in his Registry.

To hold otherwise would force the Register to abandon his fiduciary duties to the electorate and the public and subject the Register to possible criminal liability under the forgery and uttering statutes.

B. Notary Requirements and Acknowledgments

G.L. c. 183, s. 54B also requires that the document(s) and/or instrument(s) listed therein, including such document(s) and/or instrument(s) as assignments of mortgages, be validly executed *before* a notary public.

The Register is therefore entitled to review the notary acknowledgment(s) on such document(s) and/or instrument(s) prior to recording or registration and to determine whether the notary acknowledgment(s) is/are executed in accordance with Massachusetts law with respect to notary acknowledgements.

See Executive Order 455 (04-04; May 2004). See also G.L. c. 183, s. 30. See also Deed Indexing Standards for the Commonwealth of Massachusetts (Version 4.0; January 1, 2008).

i. Executive Order 455 (04-04; May 2004; (revised 05/16/2007; 10/26/2007); “Standards of Conduct for Notaries Public”)

Executive Order 455 substantially tightened up the requirements for notary conduct, notarization procedure(s) and the form of notary acknowledgements in Massachusetts and laid out specific guidelines for the execution of various document(s)(s) and/or instrument(s) including proper forms of acknowledgment for use by notaries executing document(s) and/or instrument(s) within or without Massachusetts

The Executive Order does not, however, have the force of law and strict compliance therewith does not necessarily invalidate a notary acknowledgement. See *In re Dessources* (Mass. 6-1-2010) 430 B.R. 330); see also REBA Title Standard No. 43 (same).

Accordingly, a Register may not reject a document and/or instrument from being recorded simply because the notary acknowledgement on the document and/or instrument does not

comply with the most-current Executive Order regarding the Standards of Conduct for Notaries Public.

ii. G.L. c. 183, s. 30 – Requirements for Acknowledgement(s)

G.L. c. 183, s. 30 details the statutory requirements for notary acknowledgements for document(s) and/or instrument(s) (such as deeds, mortgages and assignments of mortgage) executed both in the Commonwealth and outside of the Commonwealth.

G.L. c. 183, s. 30 states:

“The acknowledgment of a deed or other written instrument required to be acknowledged *shall be by one or more of the grantors or by the attorney executing it.* The officer before whom the acknowledgment is made shall endorse upon or annex to the instrument a certificate thereof. Such acknowledgment may be made—

- (a) If within the commonwealth, *before* a justice of the peace or *notary public*.
- (b) If *without the commonwealth*, in any state, territory, district or dependency of the United States, *before* a justice of the peace, *notary public*, magistrate or commissioner appointed therefor by the governor of this commonwealth, or, *if a certificate of authority in the form prescribed by section thirty-three is attached thereto*, *before any other officer therein authorized to take acknowledgments of deeds*.
- (c) If without the United States or any dependency thereof, *before* a justice of the peace, *notary*, magistrate or commissioner as above provided, or *before* an ambassador, minister, consul, vice consul, charge d'affaires or consular officer or agent of the United States accredited to the country where the acknowledgment is made; if made *before* an ambassador or other official of the United States, it shall be certified by him under his seal of office.”

Accordingly, G.L. c. 183, s. 30 requires two (2) things in order for an acknowledgment to confirm with Massachusetts law:

- 1.) that the *grantor* (or the *grantor's attorney*) actually execute the document(s) and/or instrument(s). This would preclude an individual who was “robo-signing” a document and/or instrument from being able to comply with G.L. c. 183, s. 30 because they are obviously not the *grantor* (they are fraudulently signing purportedly on behalf of the *grantor*); it would also preclude, by necessary extension, a forged document and/or instrument from being lawfully acknowledged in accordance with Massachusetts law;
- 2.) that said *grantor* actually appear *before* the notary. This would again preclude an individual who was “robo-signing” a document and/or instrument from being able to comply with G.L. c. 183, s. 30 since they a.) cannot be the *grantor* and, b.) since they are not the *grantor*, they did not and cannot appear *before* the notary (if anyone appears before the notary at all, it is someone else fraudulently attesting to be the *grantor*).

The inquiry into what constitutes a proper acknowledgment however does not end there. Under applicable Massachusetts law, acknowledgement requirements are different for document(s) and/or instrument(s) purportedly acknowledged outside of the Commonwealth as many are.

iii. Notary Acknowledgments Made Outside the Commonwealth

G.L. c. 183, s. 33 states as follows:

“Whenever, under clause (b) of section thirty or under section forty-one, a certificate of authority is required to be attached, there shall be subjoined or attached to the certificate of proof or acknowledgment a certificate of the secretary of state of the state where the officer taking the acknowledgment resides, under the seal of such state, or a certificate of the clerk of a court of record of such state in the county where said officer resides or where he took such proof or acknowledgment, under the seal of the court, stating that said officer was, at the time of taking such proof or acknowledgment, duly authorized thereto in said state, and that said secretary of state or clerk of court is well acquainted with his handwriting and verily believes the signature affixed to such certificate of proof or acknowledgment is genuine.”

G.L. c. 183, s. 41 (referred to in G.L. c. 183, s. 33) states as follows⁶:

“The proof of a deed or other instrument, if made without the commonwealth in some state, territory, district or dependency of the United States, may be made before any of the persons enumerated in clause (b) of section thirty; provided, however, that a certificate of authority as provided in section thirty-three shall be attached thereto; if without the United States or any dependency thereof, such proof may be made before any of the persons enumerated in clause (c) of said section thirty.”

When read in conjunction, G.L. c. 183, s. 30, G.L. c. 183, s. 33 and G.L. c. 183, s. 41 require that “deeds” or “other instrument(s)” that are acknowledged *outside of the Commonwealth* contain a *certificate of authority as provided in section thirty-three . . . attached thereto* (see form of certificate required in G.L. c. 183, s. 33 above).

Two (2) Massachusetts cases stand for the proposition that a “certificate of authority” is not required to validate a document and/or instrument purportedly acknowledged by an out-of-state notary (or other party listed under G.L. c. 183, s. 30(b)).

The first is *Close v. Martin*, 208 Mass. 236 (1911). In holding that such certificate(s) was/were not required, the Court held:

“These assignments were made in 1894 and 1898. It was provided by St. 1895, c. 460, that nothing contained in St. 1894, c. 253, should prevent the acknowledgment of conveyances in the form and manner lawfully used before the passage of that act. Before the passage of that act it

⁶ There appear to be no reported MA cases on the application of G.L. c. 183, s. 41 to the statutory requirement that a document(s) and/or instrument acknowledged by and out-of-state notary have attached thereto a “certificate of authority” in compliance with G.L. c. 183, s. 33.

was enough that the deed, if acknowledged in another State, was acknowledged before a justice of the peace. Pub. Sts. c. 120, § 6.”

The holding in *Close* appears inapplicable since the acknowledgments in that case were evidently made *prior to the enactment* of the law requiring a certificate of authority for an out-of-state acknowledgment.

The implications of the second case of *Ashkenazy v. R.M. Bradley & Co., Inc.*, 328 Mass. 242 (1952) relative to the requirement(s) that a certificate of authority be attached to the document(s) and/or instrument(s) sought to be recorded or registered are more difficult to discern.

In *Askenazy*, there is a similar discussion of statutes enacted – and amended – prior to the notarization act that was challenged in the case. The case, although challenging a notary acknowledgement made in Wisconsin, makes reference to an acknowledgment – under existing statute(s) in the 1950’s – for a justice of the peace (JP).

Without a significant delve into the legislative and statutory history behind the various statutes referenced in *Ashkenazy*, it is impossible to determine if the issue of whether or not a certificate of authority is required for an out-of-state acknowledgment has been settled in Massachusetts and, if it has been, whether the enforcement of this requirement is appropriate given the time that has passed since the *Ashkenazy* decision, the current robo-signing crisis and/or because the facts of *Ashkenazy* are limited and inapposite where virtually all of the document(s) and/or instrument(s) being challenged in the instant matter(s) are purportedly acknowledged by *notaries* as opposed to *JP*’s.

Considering the significant public policy issues at stake, the current foreclosure crisis and clear evidence publicly available with respect to robo-signing and improper, fraudulent and defective out-of-state notary acknowledgments that can clearly not be relied upon, a Register’s requirement that out-of-state acknowledgments include a valid certificate of authority as required by G.L. c. 183, s. 33, G.L. c. 183, s. 41 or by and through the Form(s) Appendix to G.L. c. 183 for document(s) and/or instrument(s) executed without Massachusetts – including, but not limited to deeds, mortgages, assignments of mortgage, etc. – seems logical, thoughtful and prudent and expressly authorized under Massachusetts law.

iv.) Deed Indexing Standards for the Commonwealth of Massachusetts (Version 4.0; January 1, 2008).

Section 4-2 of the Deeds Indexing Standard for the Commonwealth of Massachusetts (Version 4.0; January 1, 2008) states as follows:

“NOTARY PUBLIC RULES: Failure to comply with the strict requirements of Executive Order 455 (03-13) shall not prevent a document from being recorded. A non-conforming acknowledgement purported to be taken *within Massachusetts* must contain, at a minimum, the original signature and printed or typed name of the officer making the acknowledgement, the expiration date of the officer’s commission and some language that indicates that the parties intended such signature to constitute an acknowledgement.”

With respect to acknowledgements that purportedly take place *in Massachusetts* therefore, Section 4-2 sets *minimum* requirements where the notary acknowledgment is “non-conforming” with respect to the *strict* standards set under Executive Order 455. This interpretation appears to allow the Register discretion in determining a.) the *minimum* standards for acknowledging document(s) and/or instrument(s) and/or instrument(s) purportedly executed in Massachusetts and which are sought to be recorded (based on the law in conjunction with the Executive Order), and b.) how *strictly* to apply the notary standards issued under Executive Order 455.

Section 4-4 of the Deeds Indexing Standard for the Commonwealth of Massachusetts (Version 4.0; January 1, 2008) states as follows:

“OUT OF STATE ACKNOWLEDGEMENT An acknowledgment made *outside of the Commonwealth of Massachusetts* but within any state, territory, district or dependency of the United States shall be made (**in accordance with Massachusetts General Laws chapter 183, section 33**) by:

- 1) a justice of the peace, notary public, or magistrate of the state in which the acknowledgment is made;
- 2) a commissioner appointed therefor by the governor of the Commonwealth of Massachusetts; or
- 3) any other officer of the state in which the acknowledgment is made provided that a certificate of authority of said officer in the form prescribed by M.G.L. c. 183, s. 33 is attached thereto.”

With respect to document(s) and/or instrument(s) acknowledged *outside of the Commonwealth of Massachusetts*, therefore, the Deed Indexing Standards appear to support a Register’s authority to reject document(s) and/or instrument(s) for recording or registration that fail to comply with the “certificate of authority” requirement(s) of G.L. c. 183. S. 33 and G.L. c. 183, s. 41.

V. DISPUTED DOCUMENT(S) AND/OR INSTRUMENT(S) FOR REGISTERED LAND

G.L. c. 185, s. 10. States:

“The register of deeds in each district where land has been registered shall have the same authority as the recorder to make memoranda affecting the title of such land, and to enter and issue new certificates of title, and to affix the seal of the court to such certificates and duplicate certificates of title; but in executing the provisions of this chapter, registers of deeds shall be subject to the general direction of the recorder, in order to secure uniformity; and, in the performance of their duties under this chapter, the official designation of registers of deeds shall be assistant recorders for their respective registry districts.”

G.L. c. 185, s. 60 states:

“If the assistant recorder is in doubt upon any question, or if any party in interest does not agree as to the proper memorandum to be made in pursuance of any deed, mortgage or other voluntary instrument presented for registration, the question shall be referred to the court for decision, either on the certificate of the assistant recorder stating the question in doubt, or upon the suggestion in writing of any party in interest; and the court, after notice to all parties and a

hearing, shall enter an order prescribing the form of memorandum to the assistant recorder, who shall make registration in accordance therewith.”

The case most on point interpreting a Register’s authority to reject a document(s) and/or instrument for recording on the *registered* land records is *Federal Nat'l Bank of Boston v. Gaston*, 256 Mass. 471 (1926).

In *Gaston*, the Court, reviewing a Register’s refusal to register mortgage(s) where a duplicate certificate of title was not available after the death of the owner of the property, discussed the Register’s authority as follows:

*“The recorder and assistant recorder are officers of the Land Court performing duties for it. Their acts in so doing must be subject to the direction of the court. It must have jurisdiction to decide whether those acts are valid; and whether an instrument presented requires or does not require them to act. It is not without jurisdiction to determine the effect as conveyances of the instruments used by them even though a court of equity be the court to decide the rights of the parties between themselves. *Woodvine v. Dean*, 194 Mass. 40. G.L. c. 185, § 60, provides for a decision by the court if the assistant register is in doubt upon any question, or if any party in interest does not agree as to the proper memorandum to be made. It is manifest that a refusal to register an instrument based upon a failure to present with it the owner's duplicate certificate under G.L.c. 185, § 62, must be a matter for action by the Land Court. That section expressly excepts action based "upon the order of the court."”* *Id.* at 474.

With respect to *registered* land, it is clear that fraud, uttering or attempted uttering along with a failure to properly comply with various Massachusetts laws with respect to the notarization and acknowledgment of document(s) and/or instrument(s) presented for recording or registration would constitute sufficient grounds for the Register to seek a judicial determination from the Land Court as to whether the document(s) and/or instrument(s) in question may be recorded. In the alternative, the Register may reject the document(s) and/or instrument(s) for recording or registration and wait for the party who sought recording or registration of the document(s) and/or instrument(s) to pursue a judicial determination that the Register be required to record it/them.

VI. CONCLUSION

Massachusetts law provides several avenues of authority for a Register to reject document(s) and/or instrument(s) and/or instrument(s) for recording in his registry on both the *registered* and *unregistered* land records.

G.L. c. 36, s. 12A affirmatively allows the Register to reject for filing document(s) and/or instrument(s) for recording or registration if “a proper record cannot be made thereof.”

G.L. c. 267, s. 1 defines the crime of forgery which applies to “falsely made” document(s) and/or instrument(s) presented to a registry for recording or registration.

G.L. c. 267, s. 5 defines the crime of uttering where forged document(s) and/or instrument(s) “published” by recording or registering them at a registry.

G.L. c. 183, s. 30, 33 and 41 require certain acts be performed with respect to acknowledgments of various document(s) and/or instrument(s).

A failure to comply with these statutory requirements, including but not limited to a failure to provide a proper “certificate of authority” for an out-of-state notary who purports to have acknowledged the document(s) and/or instrument(s) sought to be recorded or registered, would allow a Register to reject such document(s) and/or instrument(s) for recording or registration and/or, in the case of registered land to either wait for the party who seeks to register the document(s) and/or instrument(s) to seek a judicial determination from the Land Court as to whether or not the document(s) and/or instrument(s) may be recorded, or the Register may himself affirmatively seek such a determination.

G.L. c 183, s. 54B provides a presumption of recordability or registration for certain instruments sought to be recorded or registered where the signer’s authority is “purported” to exist (and without any evidence thereof). This presumption can be overcome by evidence available to the Register and/or the Register’s subjective good faith basis/belief that such document(s) and/or instrument(s) are: a.) forgeries; b.) not validly acknowledged pursuant to MA law.

Respectfully submitted,

Jamie Ranney, Esq.

June 18, 2011
Nantucket, MA