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Closed Loan Forensic Loan Securitization Legal Chain of Title and Analysis Report

Prepared
For:

MIGUEL A. CABRERA
103 CRABAPPLE DRIVE
POMONA, CALIFORNIA 91767

Purchase

\$390,700.00

First Mortgage
3 YEAR ARM 3 YEAR IO
05/06/2011

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SECURITIZATION ANALYSIS

Loan No. 0005683982 Ownership Research
MERS Servicer ID: 1000596-0005683982-7
103 Crabapple Drive
Pomona, California 91767

Miguel A. Cabrera
Vs.
U.S. Bank National Association

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TRANSACTION PARTICIPANTS

Issuing Entity

GSR Mortgage Loan Trust 2005-AR1 CIK#: [0001316073](#)

Title of Securities

GSR Mortgage Loan Trust 2005-AR1, Mortgage Pass-Through Certificates, Series 2005-AR1

Originator

Universal American Mortgage Company of California

Seller

Countrywide Home Loans, Inc

Depositor

GS Mortgage Securities Corp

Master Servicer

Wells Fargo Bank, N.A.

Servicer

BAC Home Loans Servicing, LP F/K/A Countrywide Home Loans Servicing LP.

On January 11, 2008, **Bank of America Corporation** and **Countrywide Financial Corporation** entered into a definitive agreement providing for the merger of Countrywide Financial Corporation with and into a wholly-owned subsidiary of Bank of America Corporation (the "Merger-Sub"), with the Merger-Sub surviving the merger. As a result of the merger, among other things, all of the direct and indirect subsidiaries of Countrywide Financial Corporation (which include the **seller** and **servicer**, Countrywide Home Loans and Countrywide Home Loans Servicing LP) will become indirect subsidiaries of Bank of America Corporation.

Simi Valley, CA

Phone: (800) 669-6607

Trustee

U.S. Bank National Association

Cut-Off Date

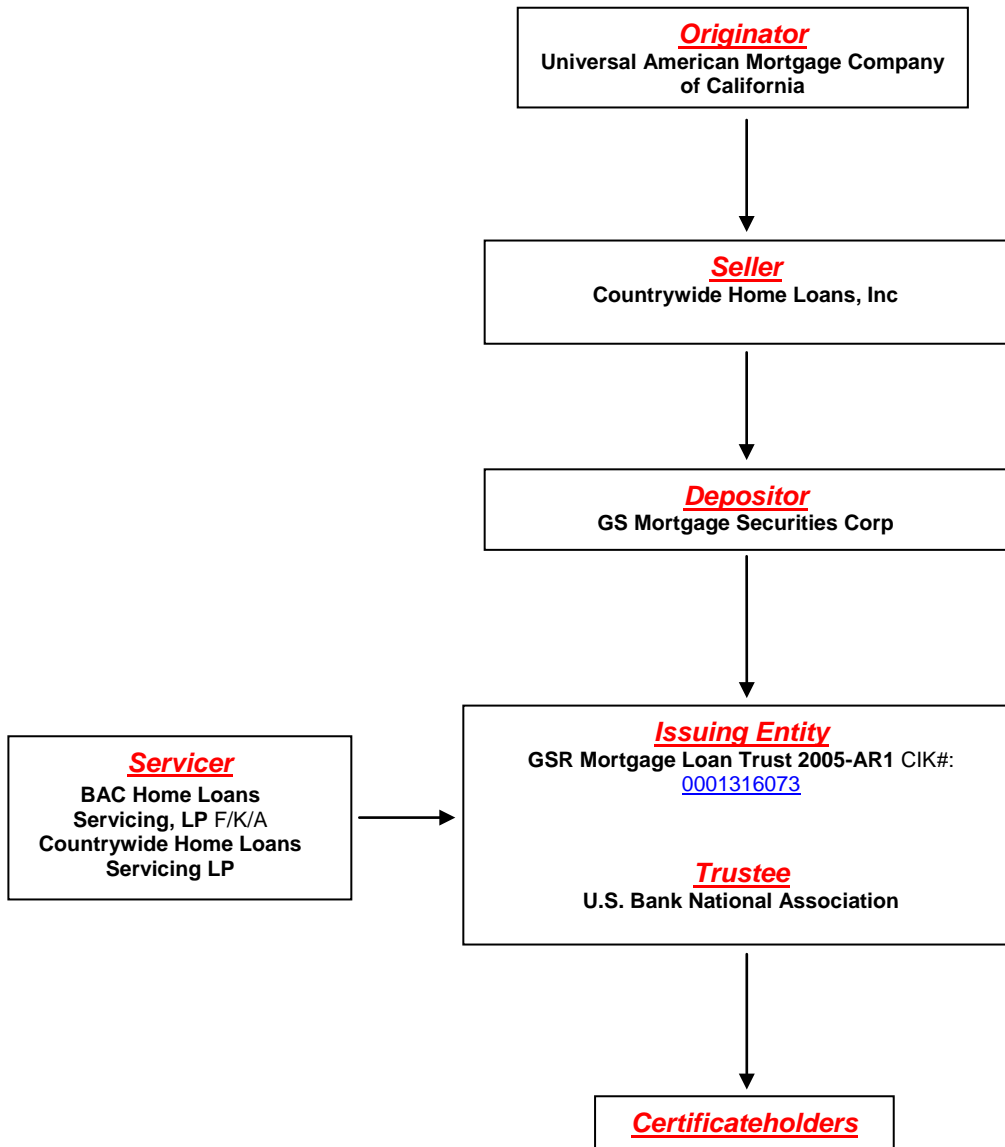
January 1, 2005

Closing Date

On or about January 31, 2005

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SUMMARY OF TRANSACTION PARTIES



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NOTES AND COMMENTS

NOTE: *The Borrowers' loan was funded in **Los Angeles County** in the **State of California**. In **California**, lenders may foreclose on deeds of trusts using a non-judicial foreclosure process. **The deed of trust is the instrument securing the mortgage loan.***

*In the **Securitization Analysis** section of our report the paperwork searched and referenced uses the words "note", "mortgage", and "mortgage note" to refer to the instrument securing the mortgage loan. Since the Borrowers' loan was funded in **Los Angeles County, California** the deed of trust is used as the instrument securing the mortgage loan. The only concern for the transaction parties is that the instrument securing the mortgage loan be properly endorsed and transferred.*

*When we refer to the securing instrument in the **Chain of Title Analysis** section of our report, we will clearly state whether the mortgage or the deed of trust was searched and referenced.*

The above referenced loan has been traced as an asset belonging to a number of financial institutions. In a securitized mortgage loan purchase, there is no proof of ownership without the original note indicating that a clear chain of assignments took place and lien positions were properly perfected.

In a non-securitized loan, also called a traditional portfolio mortgage, the original mortgage is held as an investment by the lender and serviced throughout its life either by the same lender or a loan servicer who performs day to day loan administration for the original lender. This loan, however, is a securitized loan.

Securitization is the process of taking illiquid assets, in this case individual mortgages, and placing them into a "mortgage pool." It involves a series of independent "true sales" and financial engineering by a number of different parties in order to transform the pooled mortgages into a security owned by investors and represented by a Trustee.

The "true sales" are at the heart of securitization to ensure that the investors have the unequivocal legal right of ownership to the mortgage assets and receivables in the trust. The financial engineering begins with the mortgages in the pool being grouped into classes based upon the types of mortgages and the borrowers' credit. The borrowers' credit is then enhanced and rated by credit ratings agencies such as S&P and Moody's in a process called credit enhancement. These credit enhanced mortgages are repackaged and then sold to the investors. The investors then purchase insurance in the event that the mortgage defaults. Investors evidence their ownership in the mortgages through certificates (notes), or debt agreements (bonds), or rights to ownership (derivatives). Through the true sales process, the investors' ownership is protected from potential bankruptcy or claims made against the originating lender or interim owners of the mortgage(s).

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Our securitized loan audit services are intended to transform the complicated financial engineering of the securitized loan into a simple report and analysis of facts. Our expert(s) trace the note and deed of trust from the originating lender up the line of sales to the trust and investor ownership. Our evidentiary findings may reveal defects in the real estate title that is being claimed by the party(s) seeking to foreclose. Other undisputable material defects may also be presented. Using this evidentiary findings report, attorney(s) can then analyze these facts and draw their own legal opinions.

In a securitized mortgage loan purchase, there is no proof without the original Note that a proper chain of assignments took place and that the lien positions were properly perfected. Once the original Note is produced, it and the mortgage loan must comport, in proper conveyance, to the requirements of this Pooling and Servicing Agreement (see section, [Exhibits: Pooling and Servicing Agreement](#)). Specifically, the original Note must be endorsed in blank showing a complete chain of endorsements from the originator to the depositor. The Assignment of Assets section from the Prospectus states:

- *the mortgage note or manufactured housing contract endorsed without recourse in blank or to the order of the trustee,*
- *in the case of single family loans or multifamily loans, the mortgage, deed of trust or similar instrument (a "MORTGAGE") with evidence of recording indicated thereon (except for any Mortgage not returned from the public recording office, in which case we will deliver or cause to be delivered a copy of such Mortgage together with a certificate that the original of such Mortgage was or will be delivered to such recording office),*
- *an assignment of the Mortgage or manufactured housing contract to the trustee, which assignment will be in recordable form in the case of a Mortgage assignment, and*
- *such other security documents as the related prospectus supplement may specify.*

Therefore, in order for the mortgage loan and Note to have been properly conveyed into the Pool, the Note would have had to have been properly endorsed by all intervening parties from the Originator, **Universal American Mortgage Company of California**, to the Trustee, **U.S. Bank National Association**.

At some point therein, the loan was sold to **Countrywide Home Loans, Inc**, the seller listed on the Pooling and Servicing Agreement. Thereafter, that "seller" then sold the loan to the depositor, **GS Mortgage Securities Corp**.

GS Mortgage Securities Corp then sold the loan to the Issuing Entity **GSR Mortgage Loan Trust 2005-AR1** CIK#: [0001316073](#). The Issuing Entity, **GSR Mortgage Loan Trust 2005-AR1** CIK#: [0001316073](#) then sold the loan to the Trustee, **U.S. Bank National Association**, for the benefit of the Certificate holders.

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A complete chain of endorsements must exist, each being sufficient to transfer all rights, title, and interest of the party endorsing the Note. The monies involved are also laid bare: The loan originator was paid upon selling the paper to an investment bank; the investment bank got paid upon pooling the loan with thousands of other loans and selling the shares to investors; and, the servicer has been paid upon taking investors' payments and now processing a foreclosure.

The Note ought to reflect a minimum of three (3) endorsements since **Universal American Mortgage Company of California** did not sell the loan directly to the trustee, **U.S. Bank National Association**. It does not, and a note with no endorsements or just one endorsement in blank as is this case fails to meet the minimum requirements of the Pooling and Servicing Agreement.

The steps in this process are graphically noted in the flow chart in the previous section [Summary of Transaction Parties](#).

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INSURANCES AND CROSS-COLLATERALIZATION

The Prospectus Supplement outlines several means of assuring prospective purchasers of the certificates that the risk of purchasing these certificates is mitigated through the specific provisions of each of these 'insurances'. Notably, they are categorized as "insurance" by **Countrywide Home Loans, Inc**, the seller and seller of the Prospectus. These types of insurance are used for the purpose of maintaining timely payments or providing additional protection against losses on the assets, for paying administrative expenses, or establishing a minimum reinvestment rate on the payments made.

Cross-Collateralization is one such insurance. Cross-Collateralization occurs when payments made on the mortgage loans in the loan group are used to make distributions on the classes of senior certificates that are unrelated to that original group.

The Prospectus Supplement also notates the use of *Primary Mortgage Insurance Policies*. Primary Mortgage Insurance policies reimburse certain losses sustained by reason of defaults in payments by borrowers. A *Liquidated Mortgage Loan* is a defaulted mortgage loan about which the master servicer has determined that all recoverable liquidation and insurance proceeds have been received.

Thus, had Borrowers defaulted on the mortgage loan, one or more of these "insurances" would have been used to satisfy all debts to the certificate holders. No debt would be owed to the certificate holders causing them to initiate a lawsuit against Borrowers.

If any legal action commenced, it would be initiated by the insurers seeking payment from Borrowers; an action that would not involve foreclosure. A foreclosure action occurs for the purpose of securing the property to satisfy the note, and not any other monies owed.

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MORTGAGE ORIGATION COMPLIANCE

Although this report deals primarily with what happens to a mortgage loan after it is originated and funded, issues with how the mortgage was originated are related to the servicing and subsequent transfers of the mortgage note.

Rarely is the Borrower made aware of how their mortgage is being funded and sold. A complete chain of endorsements must exist, each being sufficient to transfer all rights, title, and interest of the party endorsing the Note. The monies involved are also laid bare: The loan originator was paid upon selling the paper to an investment bank; the investment bank got paid upon pooling the loan with thousands of other loans and selling the shares to investors; and, the servicer has been paid upon taking investors' payments and now processing a foreclosure.

It is this chain of endorsements that fueled the origination of the mortgage note and many rules and regulations were put in place to protect borrowers from abuse. **An LFA MORTGAGE COMPLIANCE ANALYSIS REPORT is useful in verifying that the origination of the mortgage loan was carried out correctly.** Any abuse or violations found in the origination process of the note can be a powerful tool in any negotiation or litigation. Some of the Federal and State Laws and Regulations compliance checked for in the origination process of a mortgage note are as follows:

- √ Home Ownership & Equity Protection Act (HOEPA)
- √ Truth-in-Lending Act (TILA)
- √ Real Estate Settlement Procedures Act (RESPA)
- √ Equal Credit Opportunity Act (ECOA)
- √ Gramm, Leach, Bliley Act (GLB)
- √ Fair & Accurate Credit Transactions Act (FACTA)
- √ Underwriting Issues

The Borrowers may have been victims of unlawful origination practices. The subsequent process of securitization underlined in this report, show that various parties may have been the beneficiaries of such practices. The Borrowers' Note reflects a teaser payment rate of **5.1250%%** for a **3 YEAR ARM 3 YEAR IO** Note with a Maximum Rate Cap of 11.1250%. A yield spread premium (YSP) of \$362.00 was paid to the Mortgage Broker for help in originating the loan for the trust. According to the 1003 Uniform Residential Loan Application provided in the file, the Debt to Income Ratio for this loan is questionable when compared to the traditional debt ratio of 38%. Cumulatively, these indicators could point to a significant likelihood that Borrower's loan was a predatory loan. There has been no documentation provided to indicate that **U.S. Bank National Association** has made any proactive steps whatsoever to modify Borrowers' loan. **FURTHER RESEARCH INTO BORROWERS' MORTGAGE ORIGATION PROCESS IS REQUIRED.**

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CHAIN OF TITLE ANALYSIS

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NOTES AND COMMENTS

NOTE: *The Borrowers' loan was funded in Los Angeles County in the State of California. In California, lenders may foreclose on deeds of trusts using a non-judicial foreclosure process. The deed of trust is the instrument securing the mortgage loan.*

The **Deed of Trust** evaluated in this section was found filed in the **Los Angeles County, California Recorder's Office** (see section, [Exhibits: Property Search Results](#)). This is the County of Record for this property. However, like most securities investments, the SEC requires that asset-backed and mortgage-backed security investment products be registered, unless sold as private placements. Ideally, a record of each element of a given asset pool, in this case, the underlying loans would be found in the paperwork filed with the SEC.

Our search of SEC filed documentation for **GSR Mortgage Loan Trust 2005-AR1** CIK#: [0001316073](#) in the Edgar Database, reveals no filing of the note with the appropriate endorsements (see section, [Exhibits: SEC Filed Documentation Obtained and Examined](#)). However, once the original Note is produced, it and the mortgage loan must comport, in proper conveyance, to the requirements of the **Pooling and Servicing Agreement** (see section, [Exhibits: Pooling and Servicing Agreement](#)).

The Pooling and Servicing Agreement dated **January 1, 2005** requires that all prior and intervening endorsements show a complete chain of endorsement from the originator to the Person so endorsing to the Trustee. *We found no recordation of the appropriate endorsements at the county level. The Deed of Trust and paperwork filed in the Los Angeles County, California Recorder's Office Search, is not compliant with the requirement in the Pooling and Servicing Agreement.* An endorsement in blank does not satisfy those requirements. In addition, the title to any promissory note or debt secured by a mortgage is conclusively presumed to be vested in the person holding the record title to the mortgage. The Notice of Intent to Foreclose, and the Affidavit Certifying Ownership of Debt Instrument issued by any Lenders cannot promulgate the secured party as **U.S. Bank National Association**, as Trustee for **GSR Mortgage Loan Trust 2005-AR1** CIK#: [0001316073](#) without the proper endorsements.

Due to the history of Borrowers' loan, we believe that nothing short of producing the original note will suffice to accurately clarify ownership of note and proper legal standing.

Since the Borrowers' loan has been sold into a securitized trust, it is consistent with the Pooling and Servicing Agreement that one of the many forms of insurances (see previous section, [Insurances and Cross-Collateralization](#)) or credit enhancements would have been used to satisfy the loan. The Prospectus states that a Pool Insurance company has issued a mortgage pool insurance policy for **GSR Mortgage Loan Trust 2005-AR1, Mortgage Pass-Through Certificates, Series 2005-AR1** to cover losses on the mortgage loans. If the "Pool Insurance Company" has paid the Lender, then the Borrowers could not be in default to any "lender."

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A review of the **Deed of Trust** includes a copy of the **3 YEAR ARM 3 YEAR IO** Note. An examination of that Note, however, reveals it contains no dated endorsements. Section 131(g) of the Truth in Lending Act (15 USC § 1641) (TILA) must apply. This section was amended on May 19, 2009, to include a new provision requiring the assignee of a mortgage loan to notify a consumer borrower that the loan has been transferred. Section 131(g) requires the new owner or assignee of a mortgage loan must notify the borrower in writing within 30 days after the mortgage loan is sold or otherwise transferred. This notification must include the following:

1. The assignee's identity, address and phone number;
2. The date of transfer;
3. Contact information for an agent or party having authority to act on behalf of the assignee;
4. The location of the place where transfer of ownership of the debt is recorded; and,
5. Any other relevant information regarding the assignee.

An Assignee that violates this notice requirement is subject to civil penalties under Section 130(a) of TILA. Further, effective July 31, 2009, the maximum penalty increased from \$2000.00 to \$4000.00 that an individual consumer may recover for each TILA violation in connection with a closed-end loan secured by real property or a dwelling increased. Additionally, TILA's Section 108 provides that "a violation of any requirement imposed under [TILA] shall be deemed a violation of a requirement imposed under [the FTC Act]," regardless of whether a person committing a violation otherwise comes under the FTC's jurisdiction.

For willful or knowing violations, a person may be fined up to \$5,000 and/or imprisoned for up to one year, in accordance with Section 112 of TILA. **The auditors of this report note that while mortgage brokers or servicers may not be creditors, injured assignees would be given opportunity to extract penalties from secured parties in mortgages since secured parties are mortgagees. Such extraction could occur without injured persons' enlisting of the FTC according to the World Wide Web publication by TILA and the FTC of these provisions.**

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MORTGAGE DEED OF TRUST

The **Deed of Trust**, dated **October 19, 2004**, names the Trustee as **Universal American Mortgage Company, LLC**. The institution of foreclosure action under a *power of sale* and/or an *assent to a decree* must be brought by any individual authorized to exercise power of sale in the deed of trust, or a successor trustee. The power of sale itself as defined in Borrowers' Deed of Trust dated **October 19, 2004**, authorizes the trustee to issue notice of sale, sell off property, postpone the property sale, deliver to the purchaser the deed conveying the property, and apply the proceeds of the sale. **No language was found to indicate that the power to resolve controversies over debts owed by the secured creditor to the debtor derives from the power of sale.**

In this case, that would include the authorization of a successor trustee to litigate against Borrowers in order to defend the Lender successor trustee(s)' right to foreclose. Notably, no language is found in the Deed of Trust indicating that the Substitute Trustees may be multiple in number and that each may "exercise all of the powers" as any lender successor trustees my claim. That power, self-granted or not, renders unnecessary the existence of more than one trustee or successor trustee in any situation, and it underscores the peculiar pattern in foreclosure actions of the continuous replacement of qualified trustees by successor trustees who also act as practicing attorneys.

Finally, should Lenders be unable to validate the trustee named in the Deed of Trust, and should seek removal of that trustee, procedures must be followed as set forth in the lien instrument.

The secured parties holding not less than 25% of the beneficial interest under the deed of trust may file a motion for the removal of the trustee and appointment of a new trustee. Such a motion shall be supported by an affidavit and shall state the facts alleged to constitute grounds for removal. The Lenders must file a Motion for the Removal and Appointment of a New Trustee. **If not, the Appointment of Substitute Trustees filed by Lenders as authorized by Borrowers' Deed of Trust is invalid and improperly filed in this case.**

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MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS BENEFICIARY

An examination of the **Deed of Trust** also indicates that the deed of trust, which secures the Note and Mortgage upon which any lawsuit is based, was entered in favor of **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (“MERS”)** (see section, [Exhibits: MERS Servicer ID Search Result](#)). The Deed of Trust does state that “MERS” acts as a nominee and lender, and beneficiary. The ‘nominee’ appellation would establish that MERS is the agent of **Universal American Mortgage Company of California**, with respect to the administration of the deed of trust. MERS’ must also be named as ‘original nominal beneficiary’ on any Appointment of Substitute Trustees. However, MERS’ own Terms and Conditions of Membership published on MERS’ website at www.MERSINC.org, states that “the MERS System is not a vehicle for creating or transferring beneficial interests in mortgage loans.” MERS further indicates that it does not ever have beneficial interest in mortgage notes, stating “that it has no rights whatsoever for creating or transferring beneficial interest in the mortgage loans”. **All Substitute Trustees in this case who assume all powers, rights, and duties of the Deed of Trust containing the MERS entry, would observe also performing due diligence that the provisions of the Uniform Commercial Code (UCC) do not support the mention of MERS in the Deed of Trust and that labeling MERS as a “beneficiary” is impermissible: Deeds of Trust for property may be foreclosed by the named beneficiary as well as the trustee.**

Lender’s counsel cannot attempt to ascribe to MERS a right to collect on a Note on which MERS is not named or even mentioned and in which MERS acknowledges it has no beneficial interest. Factually, MERS could only ever act as agent of the servicer or agent of the owner of the note to Borrowers’ mortgage.

Further problematic is that pursuant to page 7 of MERS’ public record **Recommended Foreclosure Procedure Manual**, the naming of MERS in the Deed of Trust—and in the Appointment of Substitute Trustee—intentionally mislead the borrower and benefited the lenders.

“When MERS is the mortgagee of record, the foreclosure can be commenced in the name of MERS in place of the loan servicer.” The U.S. Government addressed such activity under MERS when it announced publicly that as of May 1, 2010, Fannie Mae would no longer reimburse a loan servicer for any expense incurred in preparing or recording an assignment of the mortgage loan from MERS to the loan servicer or to Fannie Mae.

MERS legal standing continues to be challenged in many states. In *Mortgage Electronic Registration Systems, Inc., Appellant, Vs. Southwest Homes of Arkansas, Appellee No 08-1299 Supreme Court of Arkansas 2009 Ark. Lexis 121 March 19, 2009*, it was upheld that MERS has no capacity or standing to foreclose.

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TRUSTEE/SUBSTITUTE TRUSTEE PENDING ISSUES

The servicer listed on the MERS website is **BAC Home Loans Servicing, LP** (see section, [Exhibits: MERS Servicer ID Search Result](#)). **BAC Home Loans Servicing, LP** would be the servicer according to the Pooling and Servicing Agreement for **GSR Mortgage Loan Trust 2005-AR1** CIK#: [0001316073](#). On January 11, 2008, **Bank of America Corporation** and **Countrywide Financial Corporation** entered into a definitive agreement providing for the merger of Countrywide Financial Corporation with and into a wholly-owned subsidiary of Bank of America Corporation (the "Merger-Sub"), with the Merger-Sub surviving the merger. As a result of the merger, among other things, all of the direct and indirect subsidiaries of Countrywide Financial Corporation (which include the **seller** and **servicer**, Countrywide Home Loans and Countrywide Home Loans Servicing LP) will become indirect subsidiaries of Bank of America Corporation.

The investor listed on the MERS website is **U.S. Bank** as Trustee (see section, [Exhibits: MERS Servicer ID Search Result](#)). **U.S. Bank National Association** would be the Trustee according to the Pooling and Servicing Agreement for **GSR Mortgage Loan Trust 2005-AR1** CIK#: [0001316073](#).

There is no correct record including all intervening endorsements showing a complete chain of the title from the originator to the trustee as described in the Pooling and Servicing Agreement or as required in the Los Angeles County records.

We find no evidence of "*the mortgage note or manufactured housing contract endorsed without recourse in blank or to the order of the trustee*". The Mortgage Note does not include all intervening endorsements showing a complete chain of the title from the originator to the trustee, **HSBC Bank USA, National Association** as described in the Pooling and Servicing Agreement (see section, [Exhibits: Pooling and Servicing Agreement](#)).

DUE TO THE HISTORY OF BORROWERS' LOAN, WE BELIEVE THAT NOTHING SHORT OF PRODUCING THE ORIGINAL NOTE WILL SUFFICE TO ACCURATELY CLARIFY OWNERSHIP OF NOTE AND PROPER LEGAL STANDING.

A [recent decision](#) by the Massachusetts Supreme Judicial court helped focus a few important questions on the foreclosure crisis in America. The Massachusetts land court decision in the case of [U.S. Bank v. Ibanez](#), which was affirmed by the Supreme Judicial Court as correct, has called into question hundreds if not thousands of foreclosure titles across the country.

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In the Ibanez case, the Land Court invalidated two foreclosure sales because the foreclosing lenders failed to show proof they held ownership of the foreclosed mortgages through valid assignments. In modern securitized mortgage lending practices, the ownership of a mortgage loan may be divided and freely transferred numerous times on the lenders' books. But the documentation (i.e., the assignments) actually on file at the Registry of Deeds/Clerk of Courts often lags far behind. The Land Court ruled that foreclosures were invalid when the lender failed to bring the ownership documentation (the assignments) up-to-date until after the foreclosure sale had already taken place.

The Ibanez decision has called into serious question the validity of any pending or completed foreclosure where the lender did not physically hold the proper paperwork at the time it conducted its auction.

The first part of the problem is the bifurcation of the mortgage, that is to say the separation of the promissory note, from the underlying security instrument, or the mortgage. In the Ibanez case, the notes were conveyed, but improperly. The plaintiffs, in this case, the Trusts that held the securities that the loans were bundled into, never had any such conveyance of the related mortgages in addition to improperly conveyed notes. The Plaintiffs aggravated their claims in the following way:

1. By exercising the power of sale, although they were not holders of the underlying mortgage, and thus did not have proper standing to foreclose.
2. Possessing improperly conveyed notes endorsed in "blank"
3. Violating M.G.L. 244 ss. 14, by falsely indicating in their publications that they were the holders of said mortgages.

The conventional industry practice, conveniently, is to assume that the mortgage follows the note; however in most States, that is not the case. In Massachusetts, where a note has been assigned but there is no written assignment of the mortgage underlying the note, the assignment of the note does not carry with it the assignment of the mortgage: Barnes v. Boardman, 149 Mass. 106, 114 (1889). In other cases, the assignment of the mortgage may be held to be invalid, even if the note is properly conveyed, and thus renders the debt, nonetheless unsecured. It is possible that from the banks perspective an invalid assignment of the note is the more serious concern for the following reasons:

1. Without first having proper ownership of the debt, the bank can not initiate any collection activity, let alone foreclosure.
2. Notes (ownership of the debt asset), may be subject to further contention in bankruptcy proceedings where many creditors have a vested interest in the assets of a defunct mortgage lender, particularly since these notes are often sold in bankruptcy for a fraction of their face value.
3. The trusts that are suppose to contain the validly conveyed notes will in fact, not actually contain them (because they are not bearer paper), thus violating the representations and warranties made to investors who purchase these securities. Therefore, it is unsecured debt, and potentially, no debt at all upon which to collect payments.
4. Even if the notes obtain a valid conveyance, or confirmation of conveyance at a later date, it is still may be impossible to place them into the MBS's:

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- a) It will have been longer than 90 days (the typical expiry period to transfer assets into the trust)
- b) If it is a foreclosure matter, the loan is in default (the PSA's do not allow for the addition of defaulted loans)
- c) Any effort on the part of the trust to insert old or defaulted loans would jeopardize the trusts favorable REMIC status – thus further harming already impaired returns.

While there is no significant change in the law, the ruling may provide encouragement to foreclosure victims to seek proper remuneration for their trials and finally, **it may provide a sound legal framework for homeowners to stop paying their mortgages (especially in Massachusetts), irrespective of their ability to pay, until their mortgage holder can guarantee clear, insurable title.**

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The role of the Substitute Trustee is governed by statutory law, case law, Lawyer's Rules of Professional Conduct. "Fiduciary" means "a trustee acting under a deed..." and "Fiduciary" includes a trustee acting under a deed. General analysis shows that in mortgage loans, the trustee not only represents the holder of the note secured by the deed of trust, but also the owners of the property, who would be entitled to any surplus remaining after the payment of expenses and the note secured by the deed of trust. This, of course, is made by possible only when a fair foreclosure sale occurs, securing the best price for the property. As noted in public case law, *Simard v. White*, 378 Md. 617, 837 A.2d 928 (2003), the Court held that "it must be shown that the trustee did not abuse the discretion reposed in him, and that the sale was made under such circumstances as might be fairly calculated to bring the best obtainable price. The trustee not only represents the holder of the note secured by the deed of trust, but also the owners of the property. . ." *Id.* at 53.

Most pronounced, the Court further noted that "in the sale procedures, the selling entity is charged with making appropriate efforts to generate proper prices, not only to address the satisfaction of the debt, i.e., protecting the creditor, but also to protect the interests of the mortgagor . . ." *Id.* The Simard case references other existing case law supporting this fact as follows: *Waters*, 165 Md. at 75, 166 A. 431; see also *Miller*, 456 at 538 (mortgagee acting under power of sale `acts not for himself alone, but as a fiduciary, and for the benefit of all parties interested in the proceedings')." *White*, 152 Md. App. at 241-42, 831 A.2d at 524-25.

In *Wilson v. Draper*, 443 F.3d 373 (4th Cir. 2006) the court "concluded that a trustee's actions to foreclose on a property pursuant to a deed of trust are not "incidental" to its fiduciary obligation. Rather, they are central to it." Thus, to the extent a trustee uses the foreclosure process to collect an alleged debt, the lawyers in this case could not benefit from the exemption contained in §1692a(6)(F)(i) of the Fair Debt Collection Practices Act (FDCPA) as debt collectors.

Lawyers, as Substitute Trustees, act primarily as collection agents whose acts must comply with to all FDCPA provisions. The court in *Wilson v. Draper* further noted that "the exemption (i) for bona fide fiduciary obligations or escrow arrangements applies to entities such as trust departments of banks, and escrow companies. It does not include a party who is named as a debtor's trustee solely for the purpose of conducting a foreclosure sale (i.e., exercising a power of sale in the event of default on a loan)."

Any self-appointment by lawyers in this case is analogous to our conclusions earlier in this report regarding the naming of MERS in the Deed of Trust as the nominal beneficiary: To intentionally mislead a borrower to the benefit the lawyer, who derive 5% as Substitute Trustees as well as the additional legal fees they receive from the lender.

Most states define Mortgage Fraud as knowingly using or facilitating the use of any deliberate misstatement, misrepresentation, or omission during the mortgage lending process [including negotiation and servicing] with the intent that the misstatement, misrepresentation, or omission be relied on by a mortgage lender, borrower, or any other party to the mortgage lending process."

The Preamble to the United States Supreme Court Rule 4 acts to regulate the activities of lawyers in all cases: "The legal profession's relative autonomy carries with it special responsibilities of self government. The profession has a responsibility to assure that its regulations are conceived in the public interest and not in furtherance of parochial or self-interested concerns of the bar."

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DISCLOSED RISK AND ADVERSE RESULTS OF COURT ACTION

The Risks to Investors and the Transaction Parties in the financial engineering process of securitization were spelled out clearly.

- i. **BOOK-ENTRY SECURITIES** ... one or more of the securities may be issued in book-entry form. In that event, beneficial owners of those securities will not be considered "holders" under the agreements and may exercise the rights of holders only indirectly through the participants in the applicable book-entry system.
- ii. **FORECLOSURE ON MORTGAGES** An action to foreclose a mortgage is an action to recover the mortgage debt by enforcing the mortgagee's rights under the mortgage. It is regulated by statutes and rules and subject throughout to the court's equitable power since a foreclosure action historically was equitable in nature, the court may exercise equitable powers to relieve a mortgagor of a default and deny the mortgagee foreclosure on proof that the mortgagee's action established a waiver, fraud, bad faith, or oppressive or unconscionable conduct such as to warrant a court of equity to refuse affirmative relief to the mortgage a court of equity may relieve the mortgagor from an entirely technical default where the default was not willful.

Moreover, a non-collusive, regularly conducted foreclosure sale may be challenged as a fraudulent conveyance, regardless of the parties' intent if a court determines that the sale was for less than fair consideration and the sale occurred while the mortgagor was insolvent and within one year ... of the filing of bankruptcy. Similarly, a suit against the debtor on the related mortgage note may take several years and, generally, is a remedy alternative to foreclosure, the mortgagee being precluded from pursuing both at the same time it is common for the lender to purchase the property from the trustee or referee for an amount that may be equal to the unpaid principal amount of the mortgage note secured by the mortgage or deed of trust plus accrued and unpaid interest and the expenses of foreclosure, in which event the mortgagor's debt will be extinguished.

- iii. **BANKRUPTCY LAWS MAY RESULT IN ADVERSE CLAIMS AGAINST TRUST FUND ASSETS.** The federal bankruptcy code and state debtor relief laws may adversely affect the ability of the trust fund, as a secured lender, to realize upon its security. For example, in a federal bankruptcy proceeding, a lender may not foreclose on mortgaged property without the bankruptcy court's permission. Similarly, the debtor may propose a rehabilitation plan, in the case of mortgaged property that is not his principal residence that would reduce the amount of the lender's secured indebtedness to the value of the property as of the commencement of the bankruptcy. As a result, the lender would be treated as a general unsecured creditor for the reduced amount, the amount of the monthly payments due on the loan could be reduced, and the interest rate and loan payment schedule could be changed. Any such actions could result in delays in receiving payments on the loans underlying the securities and result in the reduction of total payments.

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Courts with federal bankruptcy jurisdiction have also indicated that the terms of a mortgage loan may be modified if the borrower has filed a petition under chapter 13. These courts have suggested that such modifications may include reducing the amount of each monthly payment, changing the rate of interest, altering the repayment schedule and reducing the lender's security interest to the value of the residence, thus leaving the lender a general unsecured creditor for the difference between the value of the residence and the outstanding balance of the loan.

In a chapter 11 case under the Federal Bankruptcy Code, the lender is precluded from foreclosing without authorization from the bankruptcy court. The lender's lien may be transferred to other collateral and/or be limited in amount to the value of the lender's interest in the collateral as of the date of the bankruptcy. The loan term may be extended, the interest rate may be adjusted to market rates and the priority of the loan may be subordinated to bankruptcy court-approved financing. The bankruptcy court can, in effect, invalidate due-on-sale clauses through confirmed Chapter 11 plans of reorganization. 141/179

- iv. **EQUITABLE LIMITATIONS ON REMEDIES** In connection with lenders' attempts to realize upon their security, courts have invoked general equitable principles.... In some cases, courts have substituted their judgment for the lender's judgment and have required that lenders reinstate loans or recast payment schedules in order to accommodate borrowers who are suffering from temporary financial disability.

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We have researched the subject of Securitization from the lender to the borrower to the best of our ability. This audit investigates the loan from the time of its origination, through the process of securitization and sale to investors in a Trust, as detailed in the above. If there is any further related case law or other support that you can share with us, please feel free to let us know and we will incorporate it.

We are continually striving to bring the best and most up to date audit to our customers.

Again, we strongly advise you to seek the counsel of a reputable attorney, as we are not attorneys and do not provide legal advice. Our securitized loan audit services are intended to transform the complicated financial engineering of the securitized loan into a simple report and analysis of facts. Our expert(s) trace the note and deed of trust from the originating lender up the line of sales to the trust and investor ownership. Our evidentiary findings may reveal defects in the real estate title that is being claimed by the party(s) seeking to foreclose. Other undisputable material defects may also be presented. Using this evidentiary findings report, attorney(s) can then analyze these facts and draw their own legal opinions.

Thank you for allowing us to be of service to you and please do not hesitate to contact us if you or your attorney requires further information or assistance.

Sincerely,

Legal Forensic Auditors

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About LFA Securitization Legal Chain of Title and Analysis Report

To complete The Securitization Audits we follow 2 steps.

Step 1. Loan Specific Title Search.

We research all paperwork given to the borrower at closing. We cross check the Mortgage Deed of Trust and Servicing Transfer Disclosure with a public records search of the county recorder's office in which the property is located. We check to see if the loan is currently listed with MERS. Based on these searches, we determine if the loan is a securitized loan. If the loan is a non-securitized loan our report will only include the results of the Loan Specific Title Search.

Step 2. Chain of Title History

For Securitize loans we then check through our Database to locate the pool, pools or group(s) of pools claiming to have ownership of the borrowers' loan. Our Database search includes the EDGAR (SEC) Database and a proprietary Search Engine that helps locate possible ownership of the loan.

Our reports will show all findings in a clear and concise manner and will have loan specific analysis and commentary on the securitization status of the loan with suggested areas of focus and concentration for the borrower's lawyer or adviser.

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Procedure

When we check through our Database to locate the pool, pools or group(s) of pools claiming to have ownership of the borrowers' loan we try to find actual mention of the note, either through loan number, address, loan size, loan type or other loan specific details. Otherwise we use the Closing dates and Cut-off dates for the specific pools that the loan may be in. We search through the 424B5 Prospectus and the Pooling and Servicing Agreements. If a 15-15d Suspension of Duty to Report is filed we can provide that as well.

Usually there is no recorded and perfected Chain of Assignments, nor is there a Chain of Endorsements in any Securitized Loan, no assignment history that goes from the lender, to the Sponsor, to the Depositor, and lastly, to the Trust, as required by most Pooling and Servicing Agreements.

However, we know that each Securitized Loan has purportedly been transferred two to three times at a minimum, but no Assignment of Beneficiary was ever recorded when the transfers took place. That was the purpose of MERS. The Deeds would be kept in the name of MERS as "Nominee for the Beneficiary". This allowed MERS to appear to be the Beneficiary and avoid the expenses of recording Assignments at each transfer, usually about \$30 per recording.

Sometimes we see the original mortgage note, endorsed without recourse in blank by the last endorsee. Any Assignment of the Deed to the Trust will almost always occur after a Notice of Default is filed and the Assignment is made from the lender or MERS to the Trust. This is done to "establish" Beneficiary Rights in the mind of the Trust. It also tries to unite the Note and the Deed for Legal Standing to foreclosure.

Our audits usually show that there is a chain of ownership that has not been properly executed, and that any party trying to foreclose needs to present clear ownership and explain why they have a clear right to foreclose.

The Securitization Audit can be completed with the documents provided to the Borrower at Closing. If the Audit is going to be used to its fullest potential it is recommended that in your QWR you also request information on the holder of the mortgage loan. This is a right granted to Borrowers under TILA and RESPA. It is also advisable to request the Pooling and Service Agreement between the servicer and the investor in your Debt Verification Letter. They are not required to provide this, but sometimes they do.

Any information you gain from the QWR will only serve to complement the Securitization Audit and its information.

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EXHIBITS

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SEC Filed Documentation Obtained and Examined

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GSR Mortgage Loan Trust 2005-AR1 CIK#: **0001316073** (see [all company filings](#))
 Business Address: 85 BROAD STREET, NEW YORK NY 10004
 Mailing Address: 85 BROAD STREET, NEW YORK NY 10004
 SIC: 6189 - ASSET-BACKED SECURITIES
 State location: NY | State of Inc.: DE | Fiscal Year End: 1231
 (Assistant Director Office No 5)

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Items 1 - 21 [RSS Feed](#)

Filings	Format	Description	Filing Date	File/Film Number
10-K	Documents	Annual report [Section 13 and 15(d), not S-K Item 405] Acc-no: 0001056404-06-001615 (34 Act) Size: 74 KB	2006-03-31	333-120274-07 06725499
8-K/A	Documents	[Amend] Current report, items 8.01 and 9.01 Acc-no: 0001056404-06-001002 (34 Act) Size: 64 KB	2006-02-02	333-120274-07 06572315
15-15D	Documents	Suspension of duty to report [Section 13 and 15(d)] Acc-no: 0001056404-06-000798 (34 Act) Size: 4 KB	2006-01-27	333-120274-07 06556647
8-K	Documents	Current report, items 8.01 and 9.01 Acc-no: 0001056404-06-000078 (34 Act) Size: 155 KB	2006-01-04	333-120274-07 06505676
8-K/A	Documents	[Amend] Current report, items 8.01 and 9.01 Acc-no: 0001056404-05-004448 (34 Act) Size: 64 KB	2005-12-19	333-120274-07 051271323
8-K/A	Documents	[Amend] Current report, items 8.01 and 9.01 Acc-no: 0001056404-05-004447 (34 Act) Size: 64 KB	2005-12-19	333-120274-07 051271321
8-K/A	Documents	[Amend] Current report, items 8.01 and 9.01 Acc-no: 0001056404-05-004446 (34 Act) Size: 64 KB	2005-12-19	333-120274-07 051271320
8-K	Documents	Current report, items 8.01 and 9.01 Acc-no: 0001056404-05-004376 (34 Act) Size: 140 KB	2005-12-06	333-120274-07 051247057
8-K	Documents	Current report, items 8.01 and 9.01 Acc-no: 0001056404-05-003813 (34 Act) Size: 109 KB	2005-11-04	333-120274-07 051178885
8-K	Documents	Current report, items 8.01 and 9.01 Acc-no: 0001056404-05-003404 (34 Act) Size: 114 KB	2005-10-04	333-120274-07 051119549
8-K	Documents	Current report, items 8.01 and 9.01 Acc-no: 0001056404-05-002981 (34 Act) Size: 108 KB	2005-08-30	333-120274-07 051058065
8-K	Documents	Current report, items 8.01 and 9.01 Acc-no: 0001056404-05-002720 (34 Act) Size: 94 KB	2005-08-01	333-120274-07 05987594
8-K	Documents	Current report, items 8.01 and 9.01 Acc-no: 0001056404-05-002458 (34 Act) Size: 64 KB	2005-07-05	333-120274-07 05935270
8-K	Documents	Current report, items 8.01 and 9.01 Acc-no: 0001056404-05-002270 (34 Act) Size: 64 KB	2005-06-03	333-120274-07 05877298
8-K/A	Documents	[Amend] Current report, items 8.01 and 9.01 Acc-no: 0001056404-05-002074 (34 Act) Size: 64 KB	2005-05-06	333-120274-07 05806237

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8-K	Documents	Current report, items 8.01 and 9.01 Acc-no: 0001056404-05-001965 (34 Act) Size: 64 KB	2005-04-29	333-120274-07 05782952
8-K	Documents	Current report, items 8.01 and 9.01 Acc-no: 0001056404-05-001881 (34 Act) Size: 64 KB	2005-04-06	333-120274-07 05735856
8-K	Documents	Current report, items 8.01 and 9.01 Acc-no: 0001056404-05-001159 (34 Act) Size: 64 KB	2005-03-07	333-120274-07 05662894
8-K	Documents	Current report, item 8.01 Acc-no: 0001162318-05-000112 (34 Act) Size: 1 MB	2005-02-14	333-120274-07 05611974
424B5	Documents	Prospectus [Rule 424(b)(5)] Acc-no: 0001125282-05-000328 (33 Act) Size: 1 MB	2005-01-31	333-120274-07 05562572

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Form 15-15D Suspension of Duty to Report

http://www.scc.gov/Archives/edgar/data/1316073/000105640406000798...

<DOCUMENT>
<TYPE>15-15D
<SEQUENCE>1
<FILENAME>gsp05ari_15-2005.txt
<TEXT>

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 15

Certification and Notice of Termination of Registration under Section 12(g) of the Securities Exchange Act of 1934 or Suspension of Duty to File Reports under Sections 13 and 15(d) of the Securities Exchange Act of 1934.

Commission File Number: 333-120274-07

GSR Mortgage Loan Trust
Mortgage Pass-Through Certificates,
Series 2005-AR1 Trust

(Exact name of Registrant as specified in its charter)

c/o Wells Fargo Bank, N.A.
9062 Old Annapolis Road
Columbia, MD 21045
(410) 894-2000

(Address, including zip code, and telephone number, including area code,
of Registrant's principal executive offices)

- 1A1
1B1
1B2
1B3
1B4
1B5
1B6
3A1
3A1
3A2
3A1
3A2
3A1
3A2
R

(Title of each class of securities covered by this Form)

None

(Titles of all other classes of securities for which a duty to file
reports under Section 13(a) or 15(d) remains)

Please place an X in the box(es) to designate the appropriate rule
provision(s) relied upon to terminate or suspend the duty to file reports:

- Rule 12g-4(a)(1)(i) / /
Rule 12g-4(a)(1)(ii) / /
Rule 12g-4(a)(2)(i) / /



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<http://www.sec.gov/Archives/edgar/data/1316073/000105640406000798...>

Rule 12g-4(a)(2)(ii) / /
Rule 15d-6 /X/
Rule 12h-3(b)(1)(i) /X/
Rule 12h-3(b)(1)(ii) / /
Rule 12h-3(b)(2)(i) / /
Rule 12h-3(b)(2)(ii) / /

Approximate number of holders of record as of the certification or notice date:
Less than 300 Holders

Pursuant to the requirements of the Securities Exchange Act of 1934,

GSR Mortgage Loan Trust
Mortgage Pass-Through Certificates,
Series 2005-AR1 Trust

has caused this certification/notice to be signed on its behalf by the undersigned duly authorized person.

Date: 01/20/2006
By: /s/ Beth Reifield, Officer

Instruction: This form is required by Rules 12g-4, 12h-3 and 15d-6 of the General Rules and Regulations under the Securities Exchange Act of 1934. The Registrant shall file with the Commission three copies of Form 15, one of which shall be manually signed. It may be signed by an officer of the Registrant, by counsel or by any other duly authorized person. The name and title of the person signing the form shall be typed or printed under the signature.

</TEXT>
</DOCUMENT>



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MIN: 1000596-0005683982-7 Note Date: 10/19/2004 MIN Status: Active

Servicer: [BAC Home Loans Servicing, LP](#) Phone: (800) 669-6607
Simi Valley, CA

Investor: [U.S. Bank as Trustee](#) Phone: (651) 495-3853
St. Paul, MN

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Parcel Viewer

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Assessor's Home Page Search Menu Feedback Help/FAQs Property Assessment Information System

Los Angeles County
Office of the Assessor

Records for this property are kept at the East District Office
 ("How frequently is the information updated on this site?" and other FAQs)



Property Information

Assessor's ID No. 8370-024-125
 Site Address 103 CRABAPPLE DR
 POMONA, CA 91767

Property Type Single Family Residence
 Region / Cluster 06 / 06128
 Tax Rate Area (TRA) 13304

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Recent Sale Information

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2010 Roll Values

Recording Date	10/29/2004
Land	\$150,000
Improvements	\$250,000
Personal Property	\$0
Fixtures	\$0
Homeowners' Exemption	\$0
Real Estate Exemption	\$0
Personal Property Exemption	\$0
Fixture Exemption	\$0

[Click Here for 2010 Annual Taxes](#)
[\(have a question regarding my property tax payment\)](#)

[Estimate Supplemental Taxes](#)


Property Boundary Description
 TR=54003 LOT 117

Building Description(s)


Improvement 1	
Square Footage	2,614
Year Built / Effective Year Built	2004 / 2004
Bedrooms / Bathrooms	5 / 3
Units	1

[Click Here for Another Search](#)

lacounty.gov



Los Angeles County
Treasurer and Tax Collector



Property Tax Payment Inquiry

Last updated Wednesday May 11, 2011

Assessor ID Number: 8370-024-125 Year: 10 Seq. No.: 000

ELECTRONIC FUND TRANSFER (EFT) NUMBER
ID #: 18 8370 024 125 4 YEAR: 10 SEQUENCE: 000 8

Installment 1		Installment 2	
Tax Amount	\$2,569.20	Tax Amount	\$2,569.19
Penalty Amount	\$0.00	Pen/Cost Amount	\$0.00
Total Due	\$2,569.20	Total Due	\$2,569.19
Paid Amount	\$2,569.20	Paid Amount	\$2,569.19
Balance Due	\$0.00	Balance Due	\$0.00
Delinquent If Not Paid By		Delinquent If Not Paid By	

Message:

Tax Status: CURRENT

[Select Another Parcel](#)

For telephone inquiries visit us at tlc.lacounty.gov for a list of telephone numbers.
Our business hours are 9:00 a.m. to 5:00 p.m. (Pacific), Monday through Friday, excluding Los Angeles County holidays.
Our office is located on the first floor at the Kenneth Hahn Hall of Administration, 225 North Hill Street, Los Angeles, CA 90012.

Terms of Use | Privacy & Security Policy

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103 Crabapple Dr, Pomona, CA 91767

A3 Overview

Location		Building Detail	
Site address	103 Crabapple Dr Pomona CA 91767	Year built	2004
Assessor ID	8370024125	Units	1
Legal description	Tr-54053 lot 117 lot	Bedrooms	5
Zoning code	PCM*	Baths	3
Zoning & Use		Square feet	2,614
Tax rate area	City Pomona Td #1-Merged Rp (13304)	Construction	Wood or wood/steel frame (D75B)
Use class code	0100	Quality	7.5
Assessor's map	Click to view	Shape	B
Index map	Click to view	Design type	Single family (0130)
View a list of LA County's Use Class categories		Links	
View the Use Class chart (PDF file)		Google maps	Find location
Most Recent Sale		Yahoo maps	Find location
Sale date	10/29/2004	Mapquest maps	Find location
Sale price	\$490,004	Sex offenders	Search
		Political contributions	Search

B1 Ownership Summary

PropertyShark pulls ownership information from many different sources. This allows you to compare them and gives you the best chance of finding the actual owner.

From Assessment Roll	Cabrera,Miguel A Research this person	Most Recent Sale	Cabrera,Miguel A 103 Crabapple Dr Pomona CA 91767 1248 Research this person
-----------------------------	--	-------------------------	--

See more about 103 Crabapple Dr's ownership.

B2 Phone Records - Tenants

Download in Excel format

Name	Unit	Number	Export	Listed
Miguel Cabrera		(ownership subscribers only)	Add to Address Book	2005

C1 Title History & Sale Records

PropertyShark now has scanned images of most deeds and mortgages for Los Angeles County going back to January, 2005. We are adding new images every month. If you want to search for other references to a particular party name, click on one of the party names below.

Date	Type	Details	Document
9/21/2004	Deed	Sale price \$490,000 Buyer/Grantor Miguel Cabrera 103 Crabapple Dr Pomona CA 91767 Seller/Grantee Greystone Homes Inc	

E3 Sales History

Sale date	Sale price
10/29/2004	\$490,004
9/21/2004	\$490,000
3/11/2004	\$656,508
3/11/2004	\$0

G1 Address Permits

Date	Permit	Owner	Address	Contact
1/22/2004	Sfr-Pln 4	Greystone Homes Inc	103 Crabapple Dr	Greystone Homes Inc
1/22/2004	New Sfr	Greystone Homes Inc	103 Crabapple Dr	Greystone Homes Inc
1/22/2004	New Sfr	Greystone Homes Inc	103 Crabapple Dr	Greystone Homes Inc
1/22/2004	New Sfr	Greystone Homes Inc	103 Crabapple Dr	Greystone Homes Inc

Disclaimer

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Property valuation of Crabapple Drive, Pomona, CA: 103, 106, 107, 110,... <http://www.city-data.com/los-angeles-county/C/Crabapple-Drive-1.html>

103 Crabapple Drive

Pomona, CA 91767

[Find on map >>](#)

Owner: **MIGUEL A CABRERA**

Total land value: \$155,300

Total building value: \$351,800

Total value for property: \$507,100

Recording date: 10/29/2004

Year built: 2004

Effective year built: 2004

Area of property: 2,614 square feet

Assessment for fiscal year: 2008/2009

106 Crabapple Drive

Pomona, CA 91767

[Find on map >>](#)

Owner: **ALAN E ALEJO**

Total land value: \$259,400

Total building value: \$247,700

Total value for property: \$507,100

Recording date: 12/29/2005

Year built: 2004

Effective year built: 2004

Area of property: 2,614 square feet

Assessment for fiscal year: 2008/2009

107 Crabapple Drive

Pomona, CA 91767

[Find on map >>](#)

Owner: **MINSON WEI**

Total land value: \$254,900

Total building value: \$140,800

Total value for property: \$395,700

Recording date: 08/29/2007

Year built: 2004

Effective year built: 2004

Area of property: 2,223 square feet

Assessment for fiscal year: 2008/2009

110 Crabapple Drive

Pomona, CA 91767

[Find on map >>](#)

Owner: **MARCELLO DAGATA**

Total land value: \$162,364

Total building value: \$302,103

Total value for property: \$464,467

Recording date: 10/29/2004

Year built: 2004

Effective year built: 2004

Area of property: 2,031 square feet

Assessment for fiscal year: 2008/2009

Does Fannie Mae Own Your Mortgage? Loan Lookup Tool

http://www.fanniemae.com/loanlookup/



The Fannie Mae Loan Lookup enables mortgage borrowers to quickly determine if Fannie Mae owns their loan by providing a street address, unit, city, state, and ZIP + 4 code.

Street Address* Unit

City State Zip Code*

* I confirm that I am the owner of this property, or have the consent of the owner to look up this information.

* Required Fields

tionbe vitro:

Type the two words:



Get Results

No Match Found.

Based on the property information you entered, it appears Fannie Mae does not own a loan at this address.

Please contact your mortgage lender or servicer (the organization to whom you make your monthly mortgage payments) to confirm these results and obtain additional information regarding your mortgage. Information that does not match our records exactly may return inaccurate results. Your loan may be held by Freddie Mac or another investor eligible for participation in the Making Home Affordable program.

Please visit MakingHomeAffordable.gov for additional information and next steps.

View [Frequently Asked Questions](#) for this Loan Lookup tool.

Thank you for contacting Fannie Mae.

The Fannie Mae Loan Lookup is provided as a convenience for borrowers. Fannie Mae makes no representation, warranty, or guarantee regarding the accuracy or completeness of the results. A search that results in a "Match Found" status does not guarantee or imply that you will qualify for a Making Home Affordable refinance or modification. Information that does not match our records exactly may return inaccurate results. You should contact your mortgage lender to verify these results.

For information about the use of our site and our privacy policy, [see Legal Information](#). [Click here for FAQs](#).

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If you have questions about the program that your servicer cannot answer or need further counseling, you can call the Homeowner's HOPE™ Hotline at 1-888-995-HOPE (4673) or via a TTY at 877-304-9709. The Hotline can help with questions about the program and offers free HUD-certified counseling services in English, Spanish, and other languages.

Know Your Options - Avoid Foreclosure



Learn more about avoiding foreclosure and how you can have a more informed discussion with your mortgage company.

Visit: KnowYourOptions.com



Telephone: (540) 341-1481
www.legalforensicauditors.com

Pooling and Servicing Agreement

See separate attachment (*Cabrera, Miguel-103Crabapple-PSA*) sent with this document

424B5-Prospectus

See separate attachment (*Cabrera, Miguel-103Crabapple-Prospectus*) sent with this document