

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**FILED**  
KING COUNTY, WASHINGTON

MAY 05 2014

SUPERIOR COURT CLERK

Date 05/02/2014

SUPERIOR COURT OF WASHINGTON  
FOR KING COUNTY

JEAN MARIE BARTON, BYRON LEE  
BARTON

Plaintiffs

vs.

JP MORGAN, CHASE BANK ENTITIES,  
FRIST AMERICAN TITLE, QUALITY LOAN  
SERVICE CORP OF WASHINGTON

Defendants

CASE NO.

**14-2-12762-6 SEA**

COMPLAINT

- (1) WRONGFUL FORECLOSURE
- (2) NO PROOF OF OWNERSHIP
- (3) MORTGAGE IRREGULARITIES
- (4) MISREPRESENTATION
- (5) CONSUMER PROTECTION ACT (CPA)
- (6) THE RIGHT UCC 3-501
- (7) DAMAGES, FRIST AMERICAN TITLE, QUALITY LOAN SERVICE AND J.P. MORGAN/CHASE BANK

Jury trial

**COMPLAINT**

Comes now, Jean Marie Barton and Byron Lee Barton make this complaint for the above titled action. The complainants depose and state the following under oath: that the Washington Mutual, FA loan number 3014060077, has been claimed to be owned by Chase Bank and enforced through foreclosure and sale of property through auction by their trustee FIRST AMERICAN TITLE no.1059080 and Quality Loan Service Corp of Washington. Because Mr. Barton had a heart attack followed by a stroke that caused brain damage and has left him severely disabled unable to walk or talk, we ask the court to appoint an attorney to amend this

COMPLAINT - 1

1 severely disabled unable to walk or talk, we ask the court to appoint an attorney to amend this  
2 complaint. Enclosed are medical records and a worker's compensation pay statement form a  
3 previous injury, proving my disability, income and am protected by the Washington disability  
4 laws and HUD federal laws and meet the requirements for a court appointed attorney.  
5

6 I, Byron Lee Barton and Jean Marie Barton, believe that Chase Bank having no trustee was in  
7 violation of law RCW 61.24.130 and voids the sale of the home at 6548 Seattle, Washington,  
8 SOUTH 25 FEET OF LOT 3 AND ALL OF LOT 4; BLOCK 3 GATEWOOD GARDENS, ACCORDING TO  
9 THE PLAT THERE OF RECORDED IN VOLUME 25 OF PLATS, PAGE 15. OF KING COUNTY,  
10 WASHINGTON, TAX PARCEL NUMBER 271900105 NOTE FOR INFORMATIONAL PURPOSES ONLY;  
11 THE FOLLOWING MAY BE USED AS ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO  
12 BE RECORD, PER AMMENDED, RCW 65.04 SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A  
13 SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WITHIN THE BODY OF THE DOCUMENT. LT 3-  
14 4 BLK 3 GATEWOOD GARDENS V. 25 P.15  
15

### 16 JURISDICTION

17 Jurisdiction of this action is proper in this court pursuant to RCW 7.28.010 any person having a  
18 valid interest in real property and a right to the possession thereof may recover the same by  
19 action in Superior Court of the proper county. Defendants, J.P. Morgan/Chase maintains offices  
20 for the conduct of regular and continuous business within the state of Washington including King  
21 County Washington and as set forth, numerous acts were committed by J.P. Morgan/Chase, First  
22 American Title and Quality Loan service during the time it was registered to do business in  
23 Washington.  
24  
25  
26  
27  
28

1  
2  
3 **LEGAL DESCRIPTION OF REALSTATE**

4 Abbreviated Legal; Lt 3-4 blk. 3 Gatewood-Gardens V. 25 P. 15 Commonly Known as: 6548  
5 41<sup>st</sup> Ave SW Seattle, WA. 98136, Tax Parcel Number: 2719100105

6 **PARTIES**

7 Defendants, J.P. Morgan Entity/Chase Bank (here after J.P. Morgan Entity "JPM") provided  
8 false and fraudulent collection through one or more agents, Quality Loan Service Corp. of  
9 Washington (here after "QLS"), First American Title (here after "FAT")

10 **BACKGROUND OF FACTS**

11  
12 Chase requested "FAT" to appoint "QLS" as replacement trustee in order to illegally foreclose  
13 upon the Barton's property after "JPM" gave up "FAT" for refusal to abide by federal law of  
14 UCC 3-501. See enclosed exhibits. After "FAT" appointed "QLS" as acting trustee they  
15 proceeded to foreclose on the Barton's property and set an auction date of 12/21/2012. The  
16 Barton's filed suit to stop the sale of the illegal auction "QLS" then filed another sale for  
17 08/09/2013. The Barton's filed suit to stop "QLS" illegal foreclosure sale. Again, "QLS" set an  
18 auction date 04/11/2014 of which "QLS" proceed to sell the property for a under the value  
19 amount, when our taxes at its lowest point was \$533,000. "QLS" continued the sale from  
20 12/21/2012, which is over 120 days as the RCW 61.24 requires, which also voids the sale. Chase  
21 is using a judge's order that didn't have the benefit of the Barton's audit that found new evidence  
22 that shows Chase lacks standing. Chase also failed to substitute its name Chase Bank for  
23 Washington Mutual FA in the King County Records and Supreme Court ruling is as followed;  
24  
25

26 \*Bifurcated

1 In Carpenter v. Longan 16 Walls.271.83 U.S. 271, 274, 21 led. 313(1872), the United State  
2 Supreme Court states. "The note and mortgage are inseparable; the former as essential, the latter  
3 as an assignment of the latter as incident. An assignment of the note carries the mortgage with it,  
4 while assignment of the latter alone is a nullity," The obligation can exist with or without  
5 security but a security interest cannot without the underlying existing obligation ... so if all you  
6 get is the mortgage and not the note, that's pretty much worthless, or you have a Note without  
7 collateral.  
8

9 If it is determined that the Note and Deed of Trust are held by different entities, the loan would  
10 be considered\*, and the security instrument would no longer have the validity to foreclose on the  
11 property.  
12

13 Chase had until December 30, 2008 to file their poof of claim to FDIC as receiver to present and  
14 preserve a claims against the plaintiff that arise out of the mortgage transaction and the  
15 foreclosures that are the subject of this litigation. The FDIC didn't transfer or make assignments  
16 because J.P. Morgan/Chase Bank refused to take responsibility of Washington Mutual  
17 troublesome bad loans. J.P. Morgan/Chase Bank paid 1.9 billion for what Washington Mutual  
18 claims were worth over 300 billion at a government firer sale. Chase was told about the forgery  
19 by certify letter so they knew some of the loans were bad from Washington Mutual. See  
20 enclosed exhibits. The UCC is federal law it is used in 50 states to govern mortgages and is  
21 backed by the Supreme Court. The Plaintiffs filed suit within 30 days to protect their rights of  
22 wrongful foreclosure and the UCC 3-501.  
23  
24

25  
26 **TOLLING OF STATUE OF LIMITATION BY FRAUDULENT CONCEALMENT**

1 Any applicable statutes of limitation have been tolled by Defendants continuing, knowing and  
2 active concealment of the facts alleged herein. By virtue of Defendant's concealment and  
3 misrepresentations, Plaintiffs could not and didn't discover Defendant's actions.

4  
5 In the alternative, Defendant's should be estopped from relying on any statutes of limitation.  
6 Defendants owed Plaintiffs an affirmative duty of full and fair disclosure, but knowingly failed  
7 to honor and discharged such duty.

8 The defendant who invoked the power of sale was not the true beneficiary under the deed of trust.  
9 Chase Bank canceled their trustee by evidence of Chase Bank letter, which is enclosed in the  
10 exhibits. Then Chase knowingly used "FAT" to illegally foreclose on the Barton's property on  
11 which other entities relied on their statement to be true, when in fact they had full knowledge of  
12 the legitimacy of the mortgage; which was a lie that other people relied upon, which was based  
13 upon a lie. The facts demonstrating the transfer of the note and deed of trust were invalid.  
14

15 Therefore, a plaintiff Homeowner asserting this theory must allege facts that show the defendant  
16 who invoked the power of sale was not the true beneficiary. (See Herrera v. Federal National  
17 Mortgage Assn. (2012) 205 Cal.App.4th 1495, 1506)  
18

19  
20 **(1) WRONGFUL FORECLOSURE**

21 I, Byron Lee Barton and Jean Marie Barton assert that the sale of the said real property is void  
22 for noncompliance of the RCW 61.24.130. Chase Bank having no trustee is in violation of law  
23 and voids the sale of the home at 6548 Seattle Washington SOUTH 25 FEET OF LOT 3 AND  
24 ALL OF LOT 4 BLOCK 3 GATEWOOD GARDENS, ACCORDING TO THE PLAT THERE  
25 OF RECORDED IN VOLUME 25 OF PLATS, PAGE 15. OF KING COUNTY,  
26  
27

1 WASHINGTON, TAX PARCEL NUMBER 271900105 NOTE FOR INFORMATIONAL  
2 PURPOSES ONLY; THE FOLLOWING MAY BE USED AS ABBREVIATED LEGAL  
3 DESCRIPTION ON THE DOCUMENTS TO BE RECORD, PER AMMENDED, RCW 65.04  
4 SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A  
5 COMPLETE LEGAL DESCRIPTION WITHIN THE BODY OF THE DOCUNENT. LT 3-4  
6 BLK 3 GATEWOOD GARDENS V. 25 P.15 The Plaintiffs believe they have a valid claim  
7 against the Defendants based on an improper administrative foreclosure and improper  
8 appointment of trustee, no proof of ownership, mortgage irregularities, misrepresentations,  
9 Consumer Protection Act, reserve UCC 3-501and violation of the disability act (HUD). The  
10 Washington State Supreme Court has render two decisions, based up on improper administrative  
11 foreclosure and violations of the Consumer Protection Act (CPA). The trustee's failure to  
12 comply with certain statutory requirements, "QLS" conducted the sale 436 days after the original  
13 sale date under RCW 61.24.040(6), thereby rendering the sale void. The trustee recites the notice  
14 of 12/21/2014 which is 436 day, well pass the requirement of RCW 61.24."QLS" lack the trustee  
15 powers to conduct a sale of the said property as Chase gave up there trustee of record by letter  
16 September 30. 2011 that clearly states "Authorization Revoked "for account no. \*\*\*\*\*0077 that  
17 "We have up dated our records to show First American no longer has Power of Attorney for this  
18 account." Therefore Chase committed fraud when asking "FAT" to transfer trustee powers to  
19 "QLS" to sell the Plaintiff's property. Chase used the court to bypass the new Washington  
20 meditation. Plaintiff, Byron Lee Barton is disabled from a stroke and can't walk or talk and was  
21 unable to have access to a federal housing counselor or attorney to ask for meditation. Because  
22  
23  
24  
25  
26  
27  
28

1 of this disability, Byron Lee Barton needs a spokesperson RCW 61.24. 163; Foreclosure Fairness.  
2 Meditation is required before foreclosure under Washington state law RCW 61.24  
3 Chase has bypassed meditation went right to foreclosure of a disabled person and by passed  
4 HUD.  
5

## 7 (2) PROOF OF MORTGAGE

8 Chase wants the unearned profit of Washington Mutual without showing the wet ink note for our  
9 hand writing expert to see if the note was forged. A reasonable person would ask no less from  
10 the Bank when forgery in Washington Mutual was involved. The signature line of Jean Barton  
11 has been cover up with paper. The Defendant had until December 30, 2008 to file there proof of  
12 claim to the FDIC as receiver to preserve claims against the Plaintiff that arise out of the  
13 mortgage transaction and the foreclosure is subject to meditation. Before foreclosure Chase  
14 failed to substitute Chase entities and Washington Mutual FA remains in the King County  
15 Records as the entity with no assignment of the Deed of trust or mortgage to chase Bank.  
16  
17 The criminal investigation, still in its early days and is focused on whether companies misled  
18 federal housing agencies that now insure a large share of U.S. home loans, and whether the firms  
19 committed wire or mail fraud in filing false paperwork.  
20

21 Although prosecutors across the country previously opened a patchwork of inquiries, a broader  
22 federal effort targeting companies that improperly evicted people from their homes is only now  
23 taking shape. This comes at the same time that investors have begun to hold firms accountable  
24 for selling securities composed of mortgages that were improperly serviced.  
25

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8



1 The Defendant Chase Bank is not the real party of interest and has no standing to pursue this  
2 action/See enclosed Audit summary.

3 Despite notice to Defendants and despite the fact that the FDIC was appointed in 2008 and the  
4 serving rights were sold to J.P. Morgan/Chase Bank, the Defendant has failed to substitute the  
5 real party in interest in this foreclosure.  
6

7 During the housing boom, millions of homeowners got easy access to mortgages. Now, some  
8 lenders have discovered many mortgage documents were faked, forged or otherwise mishandled.  
9 Attorneys general in all 50 states have launched an investigation into the foreclosure system, and  
10 politicians in Washington are pushing for a federal investigation into the matter  
11

12 The elements of a fraud cause of action are:

13 (1) Misrepresentation

14 (2) Knowledge of the falsity or scienter,

15 (3) Intent to defraud—that is, induce reliance,

16 (4) Justifiable reliance, and  
17

18 (5) Resulting damages. Lazar v. Superior Court (1996) 12 Cal.4th 631, 638.

19 Wrongful Foreclosure by a Nonholder of the Deed of Trust The theory that a foreclosure  
20 was wrongful because it was initiated by a nonholder of the deed of trust has also been  
21 phrased as  
22

23 (1) The foreclosing party lacking standing to foreclose See Plaintiff's summary of audit  
24 exhibits

25 (2) The chain of title relied upon by the foreclosing party containing breaks or defects.

26 (See Scott v. JPMorgan Chase Bank, N.A. (2013) 214 Cal.App.4th 743, 764; Herrera v.  
27

1 Deutsche Bank National Trust Co., supra, 196 Cal.App.4th 1366 [Deutsche Bank not  
2 entitled to summary judgment on wrongful foreclosure claim because it failed to show a  
3 chain of owner ship that would establish it was the true beneficiary under the deed of  
4 trust]; Guerrero v. Greenpoint Mortgage Funding, Inc. (9th Cir. 2010) 403 Fed.Appx.  
5 154,)

6  
7 In Barrionuevo v. Chase Bank, N.A. (N.D.Cal. 2012) 885 F.Supp.2d 964, the district court  
8 stated: "Several courts have recognized the existence of a valid cause of action for wrongful  
9 foreclosure where a party alleged not to be the true beneficiary instructs the trustee to file a  
10 Notice of Default and initiate nonjudicial foreclosure." Id. at p. 973.

#### 11 12 (4) MISREPRESTATION

13 A few months before HBOR became law, 49 state attorneys general agreed to the National  
14 Mortgage Settlement (NMS) with five of the country's largest mortgage servicers.

15 (1)The servicers agreed to provide \$20 billion worth of mortgage-related relief to  
16 homeowners and to abide by new servicing standards meant to address some of the worst  
17 foreclosure abuses

18  
19 (2) Under the NMS, state attorneys general can sue noncompliant banks, but borrowers  
20 cannot.

21 (3) The California Legislature passed HBOR to give borrowers a private right of action to  
22 enforce these protections in court.

23  
24 (4) And to apply these requirements to all servicers, not just the five NMS signatories.

25 (5) These protections include pre-NOD outreach requirements and restrictions on dual-  
26 tracking.

1 Big banks, the government, and media, have made homeowners believe that the  
2 foreclosure problems we face today are their fault, and borrowers deserve what they get,  
3 that they should go it alone. This is absolutely not true. There is always something that  
4 can be done, no matter what stage of foreclosure. records, of forged and fraudulent  
5 documents; fraudulent collection activities; intentional misuse; and the intentional  
6 misrepresentation, in foreclosures across the United States, that Chase is the "successor in  
7 interest" to Washington Mutual Bank when in fact Chase itself has affirmatively  
8 represented, in multiple Federal court filings in different states, that it is NOT the  
9 successor in interest to WAMU, and only purchased certain defined assets and liabilities  
10 from the FDIC as Receiver for WAMU.  
11  
12

#### 13 14 **(5)CONSUMER PROTECTION ACT (CPA)**

15 The contemporary era is marked as the era of consumers. No country can knowingly or  
16 unknowingly disregard the interest of the consumers. This can be argued on the basis of fast  
17 enactment of consumer protection laws in almost all part of the world.  
18

19 Rule Amendments to the 2013 Mortgage Rules under the Equal Credit Opportunity Act  
20 (Regulation B), Real Estate Settlement Procedures Act (Regulation X), and the Truth in Lending  
21 Act (Regulation Z).

22 This rule proposes amendments to certain mortgage rules issued by the Bureau of Consumer  
23 Financial Protection (Bureau) in January 2013. These proposed amendments focus primarily on  
24 clarifying, revising, or amending provisions on loss mitigation procedures under Regulation X's  
25 servicing provisions, amounts counted as loan originator compensation to retailers of  
26

1 manufactured homes and their employees for purposes of applying points and fees thresholds  
2 under the Home Ownership and Equity Protection Act and the qualified mortgage rules in  
3 Regulation Z, exemptions available to creditors that operate predominantly in "rural or  
4 underserved" areas for various purposes under the mortgage regulations, application of the loan  
5 originator compensation rules to bank tellers and similar staff, and the prohibition on creditor-  
6 financed credit insurance. The Bureau also is proposing to adjust the effective dates for certain  
7 provisions of the loan originator compensation rules. In addition, the Bureau is proposing  
8 technical and wording changes for clarification purposes to Regulations B, X, and Z.  
9

#### 10 **B. Implementation Initiative for New Mortgage Rules**

11 On February 13, 2013, the Bureau announced an initiative to support implementation of its new  
12 mortgage rules (Implementation Plan), under which the Bureau would work with the mortgage  
13 industry and other stakeholders to ensure that the new rules can be implemented accurately and  
14 expeditiously. The Implementation Plan includes:  
15

- 16 (1) Coordination with other agencies, including developing consistent, updated  
17 examination procedures;
- 18 (2) Publication of plain-language guides to the new rules;
- 19 (3) Publication of additional corrections and clarifications of the new rules, as needed;
- 20 (4) Publication of readiness guides for the new rules;
- 21 (5) Education of consumers on the new rules.

22 This concerns additional clarifications and revisions to the new rules. The purpose of these  
23 updates is to address important questions raised by industry, consumer groups, or other agencies.  
24 Priority for this set of updates has been given to issues that are important to a large number of  
25

1 stakeholders and critically affect loan originators' and mortgage servicers' implementation  
2 decisions.

### 3 4 **Legal Authority**

5 The Bureau is issuing this rule pursuant to its authority under ECOA, TILA, RESPA, and the  
6 Dodd-Frank Act. Section 1061 of the Dodd-Frank Act transferred to the Bureau the "consumer  
7 financial protection functions" previously vested in certain other Federal agencies, including the  
8 Federal Reserve Board and the Department of Housing and Urban Development. The term  
9 "consumer financial protection function" is defined to include "all authority to prescribe rules or  
10 issue orders or guidelines pursuant to any Federal consumer financial law, including performing  
11 appropriate functions to promulgate and review such rules, orders, and guidelines." Section 1061  
12 of the Dodd-Frank Act also transferred to the Bureau all of HUD's consumer protections  
13 functions relating to RESPA. Title X of the Dodd-Frank Act, including section 1061 of the  
14 Dodd-Frank Act, along with ECOA, TILA, RESPA, and certain subtitles and provisions of title  
15 XIV of the Dodd-Frank Act, are Federal consumer financial laws.  
16  
17

### 18 19 **BUREAU OF CONSUMER FINANCIAL PROTECTION 12 CFR Parts 1002**

20 This part, known as Regulation B, is issued by the Bureau of Consumer Financial Protection  
21 (Bureau) pursuant to Title VII (Equal Credit Opportunity Act) of the Consumer Credit Protection  
22 Act, as amended (15 U.S.C. 1601 *et seq.*). Except as otherwise provided herein, this part applies  
23 to all persons who are creditors, as defined in § 1002.2(I), other than a person excluded from  
24 coverage of this part by section 1029 of the Consumer Financial Protection Act of 2010, Title X  
25 of the Dodd-Frank Wall Street Reform and Consumer Protection Act, Public Law 111-203, 124  
26

1 Stat. 1376. Information collection requirements contained in this part have been approved by the  
2 Office of Management and Budget under the provisions of 44 U.S.C. 3501 *et seq.* and have been  
3 assigned OMB No. 3170-0013  
4

5 **(t)THE RIGHT UCC 3-501**

6 **UCC 3-501 allows borrower to discontinue payments WITHOUT DISHONOR**

7 In UCC 3-501 subsection b-2-1 states: Upon demand of the person to whom presentment is made,  
8 the person making the presentment must: Exhibit the instrument. Does exhibit the instrument  
9 mean showing proof of possession of the original promissory note and not just being in possession  
10 of a copy of said original promissory note?  
11

12 The instrument must be shown both in terms of possession, and that it was properly assigned or  
13 transferred to that individual. Pure physical possession is not enough if there is no paper trail  
14 showing that the instrument was properly transferred to that specific individual, if this new  
15 person is not the initial party to whom the promissory note was made out to.  
16

17 **(7)DAMAGES FIRST AMERICAN TITLE**

18 **First American title** transfer trustee power of sale to Quality Loan Service without reading the  
19 said warning in King County Records. "Fraudulent Activity to This Property" dated December  
20 29, 2011 warning of fraud by forgery in Washington Mutual mortgage. A certified letter no. 7010  
21 2780 0001 6135 8179 was sent to J.P. Morgan/Chase Bank. That the Response didn't answer the  
22 Written Request point by point is considered a non-response. That respondent(s) have entered a  
23 no contest. Should the Bank take any form action of public recording such affidavit of  
24 correction, affidavit of erroneous release and/ or legal action upon the null and void contract  
25 and/ or proceed with foreclosure action, they do so at their full commercial liability and shall be  
26  
27

1 named a co-defendant against them in a wrongful civil action 3x damages. The legislator has  
2 provided for three times of tax value which at our lowest point was \$533.000 times three is  
3 \$1.599 million. We hold them accountable for their action. See, exhibits  
4  
5

#### 6 (7)QUALITY LOAN SERVICE

7 **Quality Loan Service;** First American Title transfer trustee power of sale to Quality Loan  
8 Service, Quality didn't read the warning in King County Records. "Fraudulent Activity on This  
9 Property" dated December 29.2011 warning of fraud by forgery in Washington Mutual  
10 mortgage. A certified letter no. 7010 2780 0001 6135 8179 was send to J.P. Morgan/Chase Bank.  
11 That the Response didn't answer the Written Request point by point is considered a non-  
12 response. That respondent(s) have entered a no contest. Should Quality Loan Service take any  
13 form of action of public recording such affidavit of correction, affidavit of erroneous release and/  
14 or legal action upon the nully and void contract and/ or proceed with foreclosure action ,they do  
15 so at their full commercial liability and shall be named a co-defendant against them in a wrongful  
16 civil action at 3x damages. The legislator has provided for three times of tax value of the home,  
17 which at our lowest point was \$533.000 times three is \$1.599 million. We hold them accountable  
18 for their action. See, exhibits  
19  
20  
21

#### 22 (7)DAMAGES J.P. MORGAN/CHASE BANK

23 **J.P. Morgan/Chase Bank** transferred trustee power of sale to Quality Loan Service without  
24 reading the said warning in King County Records. "Fraudulent Activity on this Property" dated  
25 December 29.2011 warning of fraud by forgery in Washington Mutual mortgage. A certified  
26 letter no. 7010 2780 0001 6135 8179 was send to J.P. Morgan/Chase Bank. That the Response  
27

1 didn't answer the Written Request point by point is considered a non-response. That  
2 respondent(s) have entered a no contest. Should the Bank or others take any form of action of  
3 public recording such affidavit of correction, affidavit of erroneous release and/ or legal action  
4 upon the nully and void contract and/ or proceed with foreclosure action, they do so at their full  
5 commercial liability and shall be named a co-defendant against them in a wrongful civil action  
6 3x damages. The legislator has provided for three times of tax value of the home, which at our  
7 lowest point was \$533,000 times three is \$1.599 million. We hold them accountable for their  
8 action. See, exhibits  
9

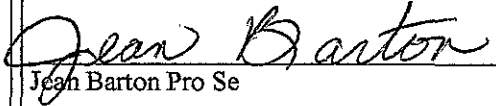
#### 10 CLAIM FOR RELIEF

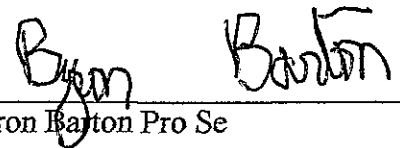
- 11 1. Wherefore, Plaintiff request that judgment be entered against Defendants as follows:
- 12 2. Judgment establishing Plaintiff estate as described above.
- 13 3. Judgment barring and forever stopping Defendants from having any right or title to the  
14 premise adverse to plaintiff.
- 15 4. Judgment for Plaintiff's cost of the law suit.
- 16 5. Judgment for legislator finds 3x damages.
- 17 6. Removal of all inaccurate WAMU, J.P. Morgan/Chase mortgage credit reports.
- 18 7. Such other further relief as this court deem just and proper.
- 19 8. The Bank and trustee have been coordinating their efforts to suppress this fraud in order  
20 to prevent legal action.



1  
2  
3 **PRAY FOR RELIEF**

4 The Plaintiffs Pray for the following relief; to allow all fees and cost of the law suit to be paid by  
5 the Defendants. The total legislator fine of \$4.797 million plus the cost of the loans at 18%  
6 interest from 2007 and 40 months of 1<sup>st</sup> unearned payments along with 2<sup>nd</sup> unearned payments  
7 plus interest to be refunded and allowed damages from the Defendant for having dirty hands and  
8 they must not profit from criminal acts at the expense of the consumer. The Defendants didn't  
9 act with diligence, was previously decided in Christine Provost v.Emiel Alird et al, No.09-2-  
10 25191-6 SEA. The fraudulent actions of the trustee and J.P. Morgan/Chase were intentional and  
11 in bad faith. The legislator 3x tax value would kept the Bank and others from committing fraud  
12 which is untrue, the Bank is not used to be caught by the home owner and this should of never  
13 happen as legislator place three times the damages. See, enclosed exhibits  
14  
15  
16  
17  
18  
19  
20

21   
22 Jean Barton Pro Se

23   
24 Byron Barton Pro Se  
25  
26  
27  
28

# Exhibit

J.P. MORGAN/CHASE BANK

Chase (OH4-7302)  
3415 Vision Drive  
Columbus, OH 43219-6009



**ORIGINAL**

September 30, 2011

02960-01 IF1A 273-000000000000  
Jean Barton  
6548 41st Ave SW  
Seattle, WA 98136-1814



Re: Account Number: \*\*\*\*\*0077  
Jean Barton

**Authorization Revoked**

Dear Jean Barton:

We are writing in response to the inquiry Chase received about the Power of Attorney for this account.

We have updated our records to show First American no longer has Power of Attorney for this account.

We appreciate your business. If you have questions, please call us at the telephone number below.

Sincerely,

Chase  
(800) 848-9136  
(800) 582-0542 TDD / Text Telephone  
[www.chase.com](http://www.chase.com)

CC650

Sent from my iPad

Date: 4/18/14

Byron Barton  
and All Other Occupants  
CURRENTLY RESIDING AT  
6548 41st AVE SW  
Seattle, WA 98136

**NOTICE TO VACATE PROPERTY**

NOTICE: The property located at 6548 41st AVE SW Seattle, WA 98136, was purchased at a trustee's sale by Triangle Property on 4/11/14.

**TWENTY (20) DAY NOTICE TO VACATE**

If you are the previous owner or an occupant who is not a tenant of the property that was purchased, pursuant to RCW 61.24.060, the purchaser at the trustee's sale is entitled to possession of the property on 5/1/14, which is the twentieth (20<sup>th</sup>) day following the sale. The Notice of Trustee's Sale contains a provision informing you of this requirement. If you have failed to vacate within that time, an unlawful detainer may be commenced against you.

**SIXTY (60) DAY NOTICE TO VACATE**

If you are a tenant or subtenant in possession of the property that was purchased, pursuant to RCW 61.24.146, the purchaser at the trustee's sale may either give you a new rental agreement OR give you a written notice to vacate the property in sixty days or more before the end of the monthly rental period.

In the event any occupant of the Premises is a tenant as defined by RCW 61.24, this letter serves as the Sixty (60) DAY Notice to Vacate as required by RCW 61.24.060 and 61.24.146.

**NINETY (90) DAY NOTICE TO VACATE**

The Protecting Tenants at Foreclosure Act of 2009 ("PTFA"), grants certain rights and protections to "bona fide" tenant (as defined by the PTFA), which include the giving of at least a ninety (90) day Notice to Vacate.

                     is informed and believes that no occupant of the Premises is a "bona fide" tenant as defined by the PTFA. This Notice is given, in part, to provide any occupant the opportunity, prior to the commencement of the eviction action for possession, to provide acceptable evidence such as a valid lease, rent payments, or receipts to show that the occupant is entitled to the protection of the PTFA.

In the event any occupant of the Premises is a "bona fide" tenant as defined by PTFA, this letter serves as the NINETY (90) DAY Notice to Vacate from the date of this notice or until the end of the remaining term of the lease under any bona fide lease entered into before the notice of foreclosure to occupy the premises, whichever is later.

For any questions, please contact us at:

Name Chris Nelson  
Phone 206-229-3804  
Email: CNelson@vestco.com  
Fax:                       
Address: 3933 Lk Washington BLVD #10  
Kirkland, WA 98033

2. Article Number (Transfer from service) 7010 2780 0001 3683 7333	
1. Article Addressed to: Quality Low Service Corporation of Washington 108 1st Ave. South, Suite 202 Seattle, WA, 98104	
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
A. Signature X <i>[Signature]</i>	
B. Received by (Printed Name) JAMES B. BAKER	
C. Date of Delivery 4-14-14	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	

COMPLETE THIS SECTION ON DELIVERY

2. Article Number (Transfer from service) 7010 2780 0001 3683 7340	
1. Article Addressed to: Quality Low Service Corporation of Washington 2141 5th Ave San Diego, CA, 92101	
■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. ■ Print your name and address on the reverse so that we can return the card to you. ■ Attach this card to the back of the mailpiece, or on the front if space permits.	
A. Signature X <i>[Signature]</i>	
B. Received by (Printed Name) J. LOPEZ	
C. Date of Delivery 4-11-14	
D. Is delivery address different from item 1? <input type="checkbox"/> Yes <input type="checkbox"/> No If YES, enter delivery address below:	
3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes <input type="checkbox"/> No	

COMPLETE THIS SECTION ON DELIVERY

CERTIFIED MAIL RECEIPT NUMBER \_\_\_\_\_

Byron Barton  
6548 41<sup>st</sup> Ave SW  
Seattle, WA

Quality Loan Service Corp. Of Washington  
C/O Quality Loan Service Corporation  
2141 5<sup>th</sup> Avenue  
San Diego, CA 92101

Dear Trustee:

I am in receipt of an undated and unrecorded notice that you have sent me. I hereby object to the Notice and request that you send a copy of this letter to your insurance carrier and all other interested parties as described herein for the following reasons:

1. There is no delinquency or default. The Lender has been paid in full plus a fee for standing in for an undisclosed third party lender that was not properly registered or regulated as a financial institution or lender at the time the transaction took place.
2. I have verified proof that JP Morgan Chase is not a holder in due course of the mentioned loan or beneficiary of the deed of trust, and the substitution of trustee signed by JP Morgan Chase was done without any authority to do so as holder in due course or investor.
3. JP Morgan Chase Bank does not own, possess or control the note or the mortgage, which has been satisfied in full. Demand is herewith made for satisfaction of mortgage to be filed in the appropriate county records.
4. Your authority as Trustee is invalid and any attempt to sell this property illegally will be met with including Quality Loan Services Corp. as a co-defendant along with JP Morgan Chase Bank in a lawsuit that is currently being prepared against JP Morgan Chase Bank.
5. Because of the known presence of necessary and indispensable parties to any dispute that the true holders in due course might have against me, only a judicial proceeding in which all parties are included will provide a fair determination of the rights, obligation and title to the property, deed of trust and note.
6. The "loan closing" was in fact a scheme to trick me into issuing a negotiable instrument that was pre-sold to investors as an unregulated security. The parties and their fees were not revealed nor was the true APR disclosed, as it was inflated considerably by the intentional overstatement of the appraisal on the property.

CERTIFIED MAIL RECEIPT NUMBER \_\_\_\_\_

7. The title agent, which might well be the same as the Trustee also has insurance for errors and omissions and the title insurance company that issued the policy will have total liability for this fraudulent transaction to the extent it had knowledge through its agents of the fraudulent scheme.

The totality of the transaction violates numerous state and federal laws including usury, Truth in Lending, deceptive business practices, and administrative standards for the practice of professions.

Therefore, please confirm the filing and recording of the satisfaction of mortgage, send the original note back to me (or tell me where it is), and confirm the retraction of the attempt to collect a debt which is incorrectly stated, improperly computed, improperly obtained, and fraudulently produced and transmitted.

Sincerely,

Byron Barton

Byron Barton

Sent from my iPad

On Apr 4, 2014, at 10:21 PM, Thomas Hargreaves  
<[securitizationaudits@gmail.com](mailto:securitizationaudits@gmail.com)> wrote:

The audit shows that JP morgan not only has no right to foreclose they had no right or authority to substitute Quality Loan Servicing as the Trustee..

On Fri, Apr 4, 2014 at 10:16 PM, Thomas Hargreaves  
<[securitizationaudits@gmail.com](mailto:securitizationaudits@gmail.com)> wrote:

I already sent you the audit but here it is again we are waiting for the affidavit to be completed.. but here is the audit

 Audit Barton JPMorgan Chase Foreclosure Analysis.pdf

On Fri, Apr 4, 2014 at 10:02 PM, Byron Barton  
<[Byronandjean@comcast.net](mailto:Byronandjean@comcast.net)> wrote:

Hello Tom,

The sale is still on as Chase claims,however,we are not listed for sale on the web. I haven't contacted your paralegal,I was waiting



Sign up for our Foreclosure Defense Newsletter Here

[http://visitor.r20.constantcontact.com/d.jsp?](http://visitor.r20.constantcontact.com/d.jsp?llr=cz4inspab&p=oi&m=1116235661090&sit=5ds4ghoib&f=b720a312-fa0b-4206-8135-16bf3e433109)

[llr=cz4inspab&p=oi&m=1116235661090&sit=5ds4ghoib&f=b720a312-fa0b-4206-8135-16bf3e433109](http://visitor.r20.constantcontact.com/d.jsp?llr=cz4inspab&p=oi&m=1116235661090&sit=5ds4ghoib&f=b720a312-fa0b-4206-8135-16bf3e433109)

*Mortgage analysis as a credible part of a legal defense against foreclosure. All Courts, all States.*

Foreclosure Defense Programs uses some of the best securitization auditors in the business. Our Sr. Auditor has nearly 30 years experience as a high level officer and Sr. vice president of some of the Most successful mortgage banks in the nation. He has been deposed in foreclosure cases hundreds of times. Foreclosure Defense Programs has become a firm providing *mortgage analysis services designed for use by attorneys. Others are welcome to order these services with the understanding that the issuance's provided to attorney clients may include information not provided to others and that some products and services are not available to non-attorneys.* Our audits are intended to provide verifiable proof that the party foreclosing is most likely not a party of interest, and in over 90% of the cases those are the results. Most Foreclosing Parties have NO RIGHT to do so.

**CONFIDENTIALITY NOTICE:** This email, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of the email, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify me at (541) 844-1830 (541) 844-1830 and permanently delete the original and any copy of any email and any printout thereof.

Call

Send SMS

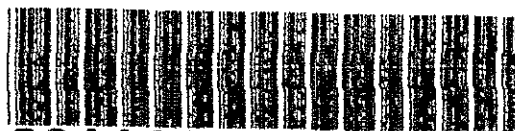
Add to Skype

You'll need Skype CreditFree via Skype

Prepared by: Jean Marie Barton

After recording return to:

Jean Marie Barton  
6548 41<sup>st</sup> Ave SW  
Seattle, WA 98136  
206 935 9384



20111229001774

CASH/BARTON N  
PAGE-001 OF 015  
12/29/2011 12:23  
KING COUNTY, WA

76.00

ORIGINAL

—Above This Line Reserved For Official Use Only—

**Affidavit & Public Notice Reference**  
**Fraudulent Activity Related To This Property**

I, Jean Marie Barton, of 6548 41<sup>st</sup> Ave SW, city of Seattle, county of King, state of Washington, the undersign Affidavit having been duly sworn, depose and states truthfully, for the record regarding the below property, the following information.

The legal description of this property to the best of my knowledge based on public records is:

Abbreviated Legal; Lt. 3-4 BLK.3 GATEWOOD-GARDENS V.25 P. 15

Tax Parcel Number: 2719100105

Also known as 6548 41<sup>st</sup> Ave SW Seattle, WA 98136

Regarding the following recording information on King County Public Records

**Mortgage Allegedly Signed:**

On August 06, 2007 and record on August 14, 2007 DEED OF TRUST loan # 3014060077-068 (security Instrument) recorded in the King County of Records # 20070814001628 and loan # 0772783908 recorded in the King County 20070814001629 between BYRON L. BARTON AND JEAN BARTON, HUSBAND AND WIFE dated August 06, 2007 given to, and empowering First American, a California corporation, located at 1567 Meridian Ave #800 Seattle, WA 98121 to act as "Trustee" is hereby replace for "default of proof of claim and fraudulent signatures of Jean M Barton, upon the recorded Mortgage, Deed of Trust or Security Instrument are forgery(s) by unknown Washington Mutual agent(s). J.P. Morgan; Chase Bank the unrecorded Beneficiary and Successors or assigns allegedly claims the mortgage has not been fully paid off, satisfied, nor discharged, but instead continues to exist in attempts to collected on a VIOD or NULLY contract even though Chase knowingly knew that a Breach of Contract and/or fraudulent signatures are present in the recorded mortgage or Deed of Trust in violation of law.

1. The Forensic Document Examiner Report of Brain Forrest, is undisputed by WAMU, J.P. Morgan and Chase Bank. WAMU, J.P Morgan and Chase Bank "Failure Proof of Claim" is undisputed and have exhausted all administrative remedy. That the Respondent(s) removed their Trustee of record by written notice dated September 30, 2011 ref. 02960-

ORIGINAL

01 IF 1A 273-000000000000.

2. That, according to the Proof of Claim and Forensic Document Examiner Report, the Respondents are now in DEFAULT and WITHOUT RECOURSE and no evidence has been presented to the contrary. (See Exhibit C Forensic Document Examiner Report of Brain Forrest).
3. If the Bank or the Bank's continue to attempt to collected on a NULLY and VOID contract or attempt to foreclose on this property after this declaration, then they do so knowing they have no standing or right of enforcement. Therefore, doing so will make them guilty of extortion, theft and fraud. All Federal felonies punishable with prison time.
4. Should the Bank's take any form action of Public recording such as Affidavit of Correction, Affidavit of Erroneous Recording, Affidavit of Erroneous Release and/ or legal action upon the NULLY and VOID contract and/ or proceed with foreclosure action, they do so at their full commercial liability and shall be named a co-defendant against them in a wrongful civil action 3 x damages.

Jean M Barton is knowledgeable makes this affidavit for the purpose of giving notice to correct the above-described instrument, mortgage and/ or Deed of Trust by Striking the Bank's mortgage contract 3014060077; 0772783908 in entirety for payment(s) is NULL and VOID for Breach of Contract and fraudulent actions of the Banker's that impaired the mortgage.

Dated: December 29, 2011.

Jean Marie Barton  
Principal Jean Marie Barton  
State of Washington  
County of King

NOTARY

IN WITNESS WHEREOF, I, a notary Public of the State of Washington, duly commissioned and sworn, have hereunto set my hand and affixed my official seal in the King County at Seattle on this date of December 29, 2011

Barry L. Chastain  
Barry L Chastain

Notary

My commission expires: 7 / 9 / 2015

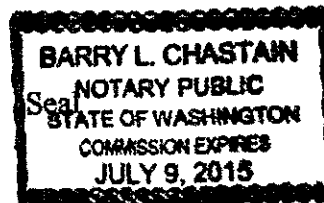




EXHIBIT C

ORIGINAL

**Brian Forrest**

Forensic Document Examiner

103 Amber Lane

Winlock, WA 98596

Phone: 206-384-8887 Fax: 206-299-3295

E-mail: brian@forgeryexpertusa.com

www.Forgeryexpertusa.com

---

**Questioned Document Examiner Official Letter of Opinion**

RE: Washington Mutual Opt Loan  
Thursday, July 14, 2011

**QUESTIONED WRITING:**

- Q1: Washington Mutual Opt Loan, dated July 31, 2007.
- Q2: Washington Mutual Opt Loan, dated July 31, 2007.
- Q3: Washington Mutual Opt Loan, dated July 31, 2007.

**COMPARISON WRITING:**

I have examined eleven (11) documents with the known signatures of Jean Marie Barton. For the purpose of this examination I have labeled these exhibits 'K1' through 'K12'.

- K1: Jean Barton's US Passport, issued date of July 13, 2007.
- K2: Washington State issued driver's license, signed and dated July 2, 2008.
- K3: Washington State issued driver's license, signed and dated, unknown.
- K4: Washington State issued driver's license, signed and dated, unknown.
- K5: Washington State issued driver's license, signed and dated, unknown.
- K6: J & B Enterprises Check #1846, signed and dated November 2, 1990.
- K8: Certificate of Immunization for Brandon Barton, signed and dated August 17, 1992.
- K9: Certificate of Immunization for Brandon Barton, signed and dated September 1, 1998.
- K10: Re/Max Addendum/Amendment to Form 17, signed and dated February 5, 2002.
- K11: Signature page of a real estate contract prepared by Richard Cavage, signed by Byron Barton and Jean Barton, dated December 9, 2005.
- K12: Contract Cancellation Option, signed and dated on September 28, 2007, by Byron and Jean Barton.

**EXAMINATION:**

I have compared the handwriting of Jean Marie Barton on the 'K' documents, referenced in the above list, to the signatures on the 3 questioned documents, identified herein as 'Q1' to 'Q3', to determine whether or not Jean Marie Barton authored the signatures in question.


**CONCLUSION:**

Based upon thorough analysis of these items, and from an application of accepted forensic document examination tools, principles and techniques, it is my professional expert opinion that it is highly probable that Mrs. Jean Marie Barton did not author the signatures on the questioned documents. It is probable that a different person authored the signatures on the questioned documents.

**ORIGINAL**

I certify under penalty of perjury under the Laws of the State of Washington, that I have read the above statements, know their contents, and believe them to be true and correct.

Signed at Winlock, WA, on this date: July 14, 2011.

  
Brian A. Forrest

CERTIFICATE OF MAILING

ORIGINAL

I, Jean Marie Barton, do hereby solemnly declare that on September 14, 2011, I did cause to be delivered by first class Certified US Mail, a true and correct copy of the foregoing instruments, Notice of Security Interest; Failure to Answer Proof of Claim Notice of Default, UCC-1 and attachment with Exhibit A, including two true and correct copies of all/ any documents referenced therein as "attached hereto", to the parties and locations listed below:

Jean Marie Barton  
Jean Marie Barton

TO: Chase (RESPONDENTS)  
P.O. Box 183166  
Columbus, OH 43218-3

Certified Mail # 7010 2780 0001 6135 8230

Chase (RESPONDENTS)  
3415 Vision Drive  
Columbus, OH 43219

Certified Mail # 7010 2780 0001 6135 8223

Jurat

STATE OF WASHINGTON     )  
                                      ) SS  
COUNTY OF KING         )

Subscribed and sworn to (or affirmed) before me on this 13 day of SEPTEMBER,  
by JEAN M. BARTON, proved to me on the basis of satisfactory evidence to  
be the person(s) who appeared before me and to have packaged the foregoing documents listed  
in certificate of mailing above to each party listed therein.

Brenda L. Chastain  
NOTARY PUBLIC Brenda L. Chastain  
Commission Expires 7-9-2015

SEAL

ORIGINAL

3014060077



EXHIBIT A

(2)



20070814001628

FIRST AMERICAN DT  
PROCESSOR CP 621  
08/14/2007 12:02  
KING COUNTY, WA

61.00

Return To:  
WASHINGTON MUTUAL BANK FA  
2210 ENTERPRISE DR  
FLORENCE, SC 29501  
DOC OPS M/S FSCE 440

Assessor's Parcel or Account Number:  
Abbreviated Legal Description: N/A

2719100105

Lt 3-4 BIL 3 Colewood Gardens V.25 P.15  
(Include lot, block and plat or section, township and range) Full legal description located on page 3  
Trustee: FIRST AMERICAN TITLE INS. CO.

ZWAT  
MS9 (Space Above This Line For Recording Data)

21/261

DEED OF TRUST

3014060077-089

FIRST AMERICAN 1059080

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated AUGUST 06, 2007 together with all Riders to this document.
- (B) "Borrower" is BYRON L BARTON AND, JEAN BARTON, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is WASHINGTON MUTUAL BANK, FA

WASHINGTON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3043 1/01

6(WA) (0012)

Page 1 of 15

VMP MORTGAGE FORMS - (800)521-7291

Initials

BFB



JMB

Jean Marie Barton  
6548 41st Ave SW  
Seattle, WASHINGTON 98136

Date 9/13/2011

**ORIGINAL**

TO:  
Chase  
3415 Vision Drive  
Columbus, OH 43219

Chase  
P.O. Box 183166  
Columbus, OH 43218-3

Re: Property Address: 6548 41st Ave SW  
Seattle, WASHINGTON 98136

Mortgage Number: 3014060077  
0772783908

**NOTICE OF SECURITY INTEREST**

Dear Chase,

Your firm has failed to provide Proof of Claim and have exhausted your administrative remedy. This is formal notice of the existing recoupment claim on 1<sup>st</sup> note # 20070814001628; 2<sup>nd</sup> note # 20070814001629 pursuant to UCC 3-305 & UCC 3-306 (See Exhibit A).

You must return the original, unaltered note or return the full value of said note by issuing certified funds to the following address:

Jean Marie Barton  
6548 41<sup>st</sup> Ave SW  
Seattle, WA 98136

You have 72 hours to dispute the valid claim else it will be deemed admitted.

Sincerely,

  
Jean Marie Barton



# ORIGINAL

0772785908

report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

*Special Rule for Credit Card Purchases.* If you have a problem

with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or the services. There are two limitations on this right:

- (a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and
  - (b) The purchase price must have been more than \$50.00.
- These limitations do not apply if we own or operate the merchant or if we mailed you the advertisement for the property or services.

## SIGNATURE

By signing below, you agree to the terms of this Agreement and you acknowledge that you have read and received a copy of this Agreement.

# COPY

Pay to the order of

Without Recourse  
Washington Mutual Bank

*[Signature]*  
E. J. [Name]

# Exhibit

QUALITY LOAN SERVICE



108 1<sup>st</sup> Ave. South, Suite 202, Seattle, WA 98104 | Toll-Free: 866-925-0241

## Notice of Trustee Address Change

Trustee Sale Number: **WA-12-511311-SH**  
Trustor(s): **BYRON L BARTON AND, JEAN BARTON, HUSBAND AND WIFE**  
Trustee: **QUALITY LOAN SERVICE CORPORATION OF WASHINGTON**  
Property Address: **6548 41ST AVE SW, SEATTLE, WA 981360000**

Please be advised that Quality Loan Service Corporation of Washington, the foreclosure trustee company handling the active foreclosure of the above-referenced property has changed office locations within the State of Washington. Quality Loan Service Corporation of Washington has moved from its previous location in Poulsbo, WA to a new location in Seattle, WA.

Here is the updated contact information for Quality Loan Service Corporation of Washington:

**Quality Loan Service Corporation of Washington**  
**108 1<sup>st</sup> Ave. South, Suite 202**  
**Seattle, WA 98104**  
**Toll Free: (866) 925-0241**  
**Facsimile: (206) 257-3163**

For information regarding a reinstatement or payoff of the loan, please contact Quality Loan Service Corporation of Washington at (866) 925-0241 ext. 5318. Tender of payment or performance can be dropped off at Quality Loan Service Corporation of Washington's new address: 108 1<sup>st</sup> Ave. South, Suite 202, Seattle, WA 98104.

The location of the scheduled foreclosure sale has not changed. For additional information regarding the sale, using the above-referenced trustee's sale number you can call the sale company line: 714-730-2727 or visit Quality Loan Service Corporation of Washington's website: <http://wa.qualityloan.com>.

Legal notice and process may be served on Quality Loan Service Corporation of Washington at its new address. The registered agent for service of process is: Sierra West, Quality Loan Service Corporation of Washington, 108 1<sup>st</sup> Ave. South, Suite 202, Seattle, WA 98104.

**QUALITY MAY BE CONSIDERED A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

**CHASE** 

September 30, 2011

334479130010286001

**Authorization Revoked**

**We are writing in response to the inquiry Chase received about the Power of Attorney for this account.**

We have updated our records to show First American no longer has Power of Attorney for this account.

We appreciate your business. If you have questions, please call us at the telephone number below.

Chase  
(800) 848-9136  
(800) 582-0542 TDD / Text Telephone  
[www.chase.com](http://www.chase.com)

Sent from my iPad

From: **Byron Barton** Byronandjean@comcast.net  
Subject: Quality Loan Service Question Chase  
Date: April 25, 2014 at 1:21 AM  
To: Ariel Speser ariels@nwjustice.org

Hello Ariel,

Below QLS questioned if Chase owned WAMU loans.

Byron Barton

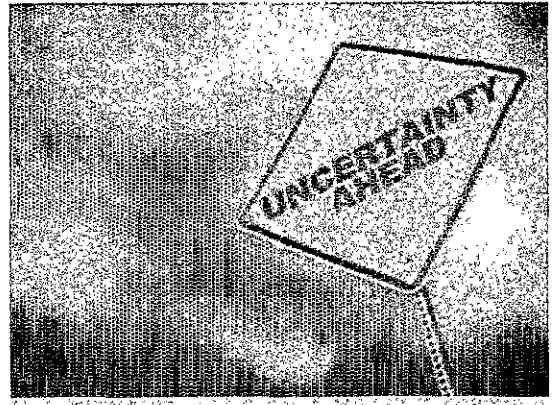
*Categorized* | **STOP FORECLOSURE FRAUD**

**Quality Loan Service Corporation of Washington Discovery showing uncertainty in validity of WaMu/Chase Declarations of Ownership (5810) Dec**

Posted on 04 March 2014.

ARTICLE:

In Washington State, the only thing that trustees allege have to have before beginning a foreclosure is a document called the "Beneficiary Declaration." (identified as the 5810 bene dec below)



In Washington State, this beneficiary declaration is required by RCW 61.24.030(7)(a) which states:

"That, for residential real property, before the notice of trustee's sale is recorded, transmitted, or served, the trustee shall have proof that the beneficiary is the owner of any promissory note or other obligation secured by the deed of trust. A declaration by the beneficiary made under the penalty of perjury stating that the beneficiary is the actual holder of the promissory note or other obligation secured by the deed

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.  <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. </p> <p>1. Article Addressed to:</p> <p style="margin-left: 40px;"> <i>Quality Loan Service Corporation of Washington</i>  <i>C/O Quality Loan Service Corporation</i>  <del>2141</del> <i>2141 5th Ave</i>  <i>San Diego, CA, 92101</i> </p>	<p>A. Signature  X <i>[Signature]</i> <div style="float: right;"><input type="checkbox"/> Agent <input type="checkbox"/> Addressee</div> </p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span>  <i>J. LOPEZ</i> <span style="float: right;"><i>4-11-14</i></span> </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No </p>
<p>2. Article Number  (Transfer from se) <span style="margin-left: 100px;"><i>7010 2780 0001 3683 7340</i></span></p>	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<p> <input checked="" type="checkbox"/> Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.  <input checked="" type="checkbox"/> Print your name and address on the reverse so that we can return the card to you.  <input checked="" type="checkbox"/> Attach this card to the back of the mailpiece, or on the front if space permits. </p> <p>1. Article Addressed to:</p> <p style="margin-left: 40px;"> <i>Quality Loan Service Corporation of Washington</i>  <i>108 1st Ave. South, Suite 202</i>  <i>Seattle, WA, 98104</i> </p>	<p>A. Signature  X <i>[Signature]</i> <div style="float: right;"><input checked="" type="checkbox"/> Agent <input type="checkbox"/> Addressee</div> </p> <p>B. Received by (Printed Name) <span style="float: right;">C. Date of Delivery</span>  <i>JAMES BROOKS</i> <span style="float: right;"><i>4-14-14</i></span> </p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes  If YES, enter delivery address below: <input type="checkbox"/> No </p>
<p>2. Article Number  (Transfer from service) <span style="margin-left: 100px;"><i>7010 2780 0001 3683 7333</i></span></p>	<p>3. Service Type  <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail  <input type="checkbox"/> Registered <input type="checkbox"/> Return Receipt for Merchandise  <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D. </p> <p>4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes</p>

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-1540

CERTIFIED MAIL RECEIPT NUMBER \_\_\_\_\_

Byron Barton  
6548 41<sup>st</sup> Ave SW  
Seattle, WA

Quality Loan Service Corp. Of Washington  
C/O Quality Loan Service Corporation  
2141 5<sup>th</sup> Avenue  
San Diego, CA 92101

Dear Trustee:

I am in receipt of an undated and unrecorded notice that you have sent me. I hereby object to the Notice and request that you send a copy of this letter to your insurance carrier and all other interested parties as described herein for the following reasons:

1. There is no delinquency or default. The Lender has been paid in full plus a fee for standing in for an undisclosed third party lender that was not properly registered or regulated as a financial institution or lender at the time the transaction took place.
2. I have verified proof that JP Morgan Chase is not a holder in due course of the mentioned loan or beneficiary of the deed of trust, and the substitution of trustee signed by JP Morgan Chase was done without any authority to do so as holder in due course or investor.
3. JP Morgan Chase Bank does not own, possess or control the note or the mortgage, which has been satisfied in full. Demand is herewith made for satisfaction of mortgage to be filed in the appropriate county records.
4. Your authority as Trustee is invalid and any attempt to sell this property illegally will be met with including Quality Loan Services Corp. as a co-defendant along with JP Morgan Chase Bank in a lawsuit that is currently being prepared against JP Morgan Chase Bank.
5. Because of the known presence of necessary and indispensable parties to any dispute that the true holders in due course might have against me, only a judicial proceeding in which all parties are included will provide a fair determination of the rights, obligation and title to the property, deed of trust and note.
6. The "loan closing" was in fact a scheme to trick me into issuing a negotiable instrument that was pre-sold to investors as an unregulated security. The parties and their fees were not revealed nor was the true APR disclosed, as it was inflated considerably by the intentional overstatement of the appraisal on the property.

CERTIFIED MAIL RECEIPT NUMBER \_\_\_\_\_

7. The title agent, which might well be the same as the Trustee also has insurance for errors and omissions and the title insurance company that issued the policy will have total liability for this fraudulent transaction to the extent it had knowledge through its agents of the fraudulent scheme.

The totality of the transaction violates numerous state and federal laws including usury, Truth in Lending, deceptive business practices, and administrative standards for the practice of professions.

Therefore, please confirm the filing and recording of the satisfaction of mortgage, send the original note back to me (or tell me where it is), and confirm the retraction of the attempt to collect a debt which is incorrectly stated, improperly computed, improperly obtained, and fraudulently produced and transmitted.

Sincerely,

Byron Barton



From: **Byron Barton** [Byronandjean@comcast.net](mailto:Byronandjean@comcast.net)  
Subject: Fwd: Re:foreclosure Fraud  
Date: April 6, 2014 at 4:44 AM  
To: [info@electbobferguson.com](mailto:info@electbobferguson.com)

Hello Mr. ferguson,

Here is proof that Chase bank and Quality Loan Service are trying to foreclose on Washington Mutual loans. I have tried to get a hold of Quality Loan Service without results. You may see our audit that proves JP Morgan/Chase has no standing to foreclose in this matter. It's best to email me because I don't talk so I don't use the phone.

Byron Barton

6548 41st Ave SW  
Seattle, WA 98136

Sent from my iPad

Begin forwarded message:

**From:** Byron Barton <[Byronandjean@comcast.net](mailto:Byronandjean@comcast.net)>  
**Date:** April 4, 2014 at 11:11:47 PM PDT  
**To:** Thomas Hargreaves <[securitizationaudits@gmail.com](mailto:securitizationaudits@gmail.com)>  
**Subject:** Re:

Hello Tom,

I would send a copy of the audit to Quality Loan Service if I had a email address to send it to them. A letter sent to me I can mail it to them by regular mail and register mail to prove they got it. The Court has ruled that Quality Loan Service is lie able for there action. I can't call them so I limited in what I can do. Someone should inform them of the audit that Chase bank has no standing in this matter.

Byron Barton

Sent from my iPad

On Apr 4, 2014, at 10:21 PM, Thomas Hargreaves  
<[securitizationaudits@gmail.com](mailto:securitizationaudits@gmail.com)> wrote:

The audit shows that JP morgan not only has no right to foreclose they had no right or authority to substitute Quality Loan Servicing as the Trustee..

On Fri, Apr 4, 2014 at 10:16 PM, Thomas Hargreaves  
<[securitizationaudits@gmail.com](mailto:securitizationaudits@gmail.com)> wrote:

I already sent you the audit but here it is again we are waiting for the affidavit to be completed.. but here is the audit

 **Audit Barton JPMorgan Chase Foreclosure Analysis.pdf**

On Fri, Apr 4, 2014 at 10:02 PM, Byron Barton  
<[Byronandjean@comcast.net](mailto:Byronandjean@comcast.net)> wrote:

Hello Tom,

The sale is still on as Chase claims,however,we are not listed for sale on the web. I haven't contacted your paralegal,I was waiting

From: **Byron Barton** [Byronandjean@comcast.net](mailto:Byronandjean@comcast.net)  
Subject: Fwd: Re:foreclosure Fraud  
Date: April 6, 2014 at 4:44 AM  
To: [info@electbobferguson.com](mailto:info@electbobferguson.com)

Hello Mr. ferguson,

Here is proof that Chase bank and Quality Loan Service are trying to foreclose on Washington Mutual loans. I have tried to get a hold of Quality Loan Service without results. You may see our audit that proves JP Morgan/Chase has no standing to foreclose in this matter. It's best to email me because I don't talk so I don't use the phone.

Byron Barton

6548 41st Ave SW

Seattle, WA 98136

Sent from my iPad

Begin forwarded message:

**From:** Byron Barton <[Byronandjean@comcast.net](mailto:Byronandjean@comcast.net)>  
**Date:** April 4, 2014 at 11:11:47 PM PDT  
**To:** Thomas Hargreaves <[securitizationaudits@gmail.com](mailto:securitizationaudits@gmail.com)>  
**Subject:** Re:

Hello Tom,

I would send a copy of the audit to Quality Loan Service if I had a email address to send it to them. A letter sent to me I can mail it to them by regular mail and register mail to prove they got it. The Court has ruled that Quality Loan Service is lie able for there action. I can't call them so I limited in what I can do. Someone should inform them of the audit that Chase bank has no standing in this matter.

Foreclosure Defense Programs  
Phone 541-844-1830 541-844-1830  
[www.foreclosuredefenseprograms.com](http://www.foreclosuredefenseprograms.com)

Sign up for our Foreclosure Defense Newsletter Here

[http://visitor.r20.constantcontact.com/d.jsp?](http://visitor.r20.constantcontact.com/d.jsp?llr=cz4inspab&p=oi&m=1116235661090&sit=5ds4ghoib&f=b720a312-fa0b-4206-8135-16bf3e433109)  
[llr=cz4inspab&p=oi&m=1116235661090&sit=5ds4ghoib&f=b720a312-fa0b-4206-8135-16bf3e433109](http://visitor.r20.constantcontact.com/d.jsp?llr=cz4inspab&p=oi&m=1116235661090&sit=5ds4ghoib&f=b720a312-fa0b-4206-8135-16bf3e433109)

Mortgage analysis as a credible part of a legal defense against foreclosure. All Courts, all States.

Foreclosure Defense Programs uses some of the best securitization auditors in the business. Our Sr. Auditor has nearly 30 years experience as a high level officer and Sr. vice president of some of the Most successful mortgage banks in the nation. He has been deposed in foreclosure cases hundreds of times. Foreclosure Defense Programs has become a firm providing mortgage analysis services designed for use by attorneys. Others are welcome to order these services with the understanding that the issuance's provided to attorney clients may include information not provided to others and that some products and services are not available to non-attorneys. Our audits are intended to provide verifiable proof that the party foreclosing is most likely not a party of interest, and in over 90% of the cases those are the results. Most Foreclosing Parties have NO RIGHT to do so.

CONFIDENTIALITY NOTICE: This email, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of the email, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify me at (541) 844-1830. (541) 844-1830 and permanently delete the original and any copy of any email and any printout thereof.

Call

Send SMS

Add to Skype

You'll need Skype CreditFree via Skype

--

Thomas W. Hargreaves  
CEO  
Foreclosure Defense Programs  
Phone 541-844-1830 541-844-1830  
[www.foreclosuredefenseprograms.com](http://www.foreclosuredefenseprograms.com)

From: **Byron Barton** [Byronandjean@comcast.net](mailto:Byronandjean@comcast.net)  
Subject: Fwd: Re:foreclosure Fraud  
Date: April 6, 2014 at 4:44 AM  
To: [info@electbobferguson.com](mailto:info@electbobferguson.com)

Hello Mr. ferguson,

Here is proof that Chase bank and Quality Loan Service are trying to foreclose on Washington Mutual loans. I have tried to get a hold of Quality Loan Service without results. You may see our audit that proves JP Morgan/Chase has no standing to foreclose in this matter. It's best to email me because I don't talk so I don't use the phone.

Byron Barton

6548 41st Ave SW

Seattle, WA 98136

Sent from my iPad

Begin forwarded message:

**From:** Byron Barton <[Byronandjean@comcast.net](mailto:Byronandjean@comcast.net)>  
**Date:** April 4, 2014 at 11:11:47 PM PDT  
**To:** Thomas Hargreaves <[securitizationaudits@gmail.com](mailto:securitizationaudits@gmail.com)>  
**Subject:** Re:

Hello Tom,

I would send a copy of the audit to Quality Loan Service if I had a email address to send it to them. A letter sent to me I can mail it to them by regular mail and register mail to prove they got it. The Court has ruled that Quality Loan Service is lie able for there action. I can't call them so I limited in what I can do. Someone should inform them of the audit that Chase bank has no standing in this matter.

Byron Barton

Sent from my iPad

On Apr 4, 2014, at 10:21 PM, Thomas Hargreaves  
<[securitizationaudits@gmail.com](mailto:securitizationaudits@gmail.com)> wrote:

The audit shows that JP morgan not only has no right to foreclose they had no right or authority to substitute Quality Loan Servicing as the Trustee..

On Fri, Apr 4, 2014 at 10:16 PM, Thomas Hargreaves  
<[securitizationaudits@gmail.com](mailto:securitizationaudits@gmail.com)> wrote:

I already sent you the audit but here it is again we are waiting for the affidavit to be completed.. but here is the audit

 Audit Barton JPMorgan Chase Foreclosure Analysis.pdf

On Fri, Apr 4, 2014 at 10:02 PM, Byron Barton  
<[Byronandjean@comcast.net](mailto:Byronandjean@comcast.net)> wrote:

Hello Tom,

The sale is still on as Chase claims,however,we are not listed for sale on the web. I haven't contacted your paralegal,I was waiting

Electronically Recorded

20130509001797

SIMPLIFILE

DTS

73.00

Page 001 of 002

05/09/2013 03:35

King County, WA

WHEN RECORDED MAIL TO:

Quality Loan Service Corp. of Washington  
C/O Quality Loan Service Corporation  
2141 5<sup>th</sup> Avenue  
San Diego, CA 92101

T.S. No.: WA-12-511311-SH  
Order No.: 120169849-WA-GSI

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### NOTICE OF DISCONTINUANCE OF TRUSTEE'S SALE

APN No.: 2719100105

BYRON L. BARTON AND, JEAN BARTON, HUSBAND AND WIFE is the grantor, and FIRST AMERICAN TITLE INS. CO is the original trustee, and WASHINGTON MUTUAL BANK, FA is the original beneficiary under that certain deed of trust dated 8/6/2007, and recorded on 8/14/2007 under Auditor's File No. 20070814001628 records of KING County, Washington.

QUALITY LOAN SERVICE CORPORATION OF WASHINGTON, trustee, hereby discontinues the trustee's sale set by the Notice of Trustee's Sale recorded on 4/5/2013, under Auditor's number 20130405001344 records of KING County, Washington.

Said Deed of Trust encumbers the real property fully described as:

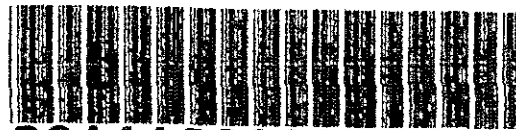
SOUTH 25 FEET OF LOT 3 AND ALL OF LOT 4, BLOCK 3, GATEWOOD GARDENS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 25 OF PLATS, PAGE 15, RECORDS OF KING COUNTY, WASHINGTON. TAX PARCEL NUMBER: 2719100105 NOTE FOR INFORMATIONAL PURPOSES ONLY: THE FOLLOWING MAY BE USED AS AN ABBREVIATED LEGAL DESCRIPTION ON THE DOCUMENTS TO BE RECORDED, PER AMENDED RCW 65.04. SAID ABBREVIATED LEGAL DESCRIPTION IS NOT A SUBSTITUTE FOR A COMPLETE LEGAL DESCRIPTION WITHIN THE BODY OF THE DOCUMENT. LT 3-4 BLK 3 GATEWOOD GARDENS V. 25 P.15

And more commonly known as: 6548 41ST AVE SW, SEATTLE, WA 981360000

Prepared by: Jean Marie Barton

After recording return to:

Jean Marie Barton  
6548 41<sup>st</sup> Ave SW  
Seattle, WA 98136  
206 935 9384



20111229001774

CASH/BARTON N  
PAGE-081 OF 015  
12/29/2011 12:23  
KING COUNTY, WA

78.00

ORIGINAL

—Above This Line Reserved For Official Use Only—

**Affidavit & Public Notice Reference**  
**Fraudulent Activity Related To This Property**

I, Jean Marie Barton, of 6548 41<sup>st</sup> Ave SW, city of Seattle, county of King, state of Washington, the undersign Affidavit having been duly sworn, depose and states truthfully, for the record regarding the below property, the following information.

The legal description of this property to the best of my knowledge based on public records is:

Abbreviated Legal; Lt. 3-4 BLK.3 GATEWOOD-GARDENS V.25 P. 15

Tax Parcel Number: 2719100105

Also known as 6548 41<sup>st</sup> Ave SW Seattle, WA 98136

Regarding the following recording information on King County Public Records

**Mortgage Allegedly Signed:**

On August 06, 2007 and record on August 14, 2007 DEED OF TRUST loan # 3014060077-068 (security Instrument) recorded in the King County of Records # 20070814001628 and loan # 0772783908 recorded in the King County 20070814001629 between BYRON L. BARTON AND JEAN BARTON, HUSBAND AND WIFE dated August 06, 2007 given to, and empowering First American, a California corporation, located at 1567 Meridian Ave #800 Seattle, WA 98121 to act as "Trustee" is hereby replace for "default of proof of claim and fraudulent signatures of Jean M Barton, upon the recorded Mortgage, Deed of Trust or Security Instrument are forgery(s) by unknown Washington Mutual agent(s). J.P. Morgan; Chase Bank the unrecorded Beneficiary and Successors or assigns allegedly claims the mortgage has not been fully paid off, satisfied, nor discharged, but instead continues to exist in attempts to collected on a VIOD or NULLY contract even though Chase knowingly knew that a Breach of Contract and/or fraudulent signatures are present in the recorded mortgage or Deed of Trust in violation of law.

1. The Forensic Document Examiner Report of Brain Forrest, is undisputed by WAMU, J.P. Morgan and Chase Bank. WAMU, J.P Morgan and Chase Bank "Failure Proof of Claim" is undisputed and have exhausted all administrative remedy. That the Respondent(s) removed their Trustee of record by written notice dated September 30, 2011 ref. 02960-



ORIGINAL

01 IF 1A 273-000000000000.

2. That, according to the Proof of Claim and Forensic Document Examiner Report, the Respondents are now in DEFAULT and WITHOUT RECOURSE and no evidence has been presented to the contrary. (See Exhibit C Forensic Document Examiner Report of Brain Forrest).
3. If the Bank or the Bank's continue to attempt to collected on a NULLY and VOID contract or attempt to foreclose on this property after this declaration, then they do so knowing they have no standing or right of enforcement. Therefore, doing so will make them guilty of extortion, theft and fraud. All Federal felonies punishable with prison time.
4. Should the Bank's take any form action of Public recording such as Affidavit of Correction, Affidavit of Erroneous Recording, Affidavit of Erroneous Release and/ or legal action upon the NULLY and VIOD contract and/ or proceed with foreclosure action, they do so at their full commercial liability and shall be named a co-defendant against them in a wrongful civil action 3 x damages.

Jean M Barton is knowledgeable makes this affidavit for the purpose of giving notice to correct the above-described instrument, mortgage and/ or Deed of Trust by Striking the Bank's mortgage contract 3014060077; 0772783908 in entirety for payment(s) is NULL and VIOD for Breach of Contract and fraudulent actions of the Banker's that impaired the mortgage.

Dated: December 29, 2011.

Jean Marie Barton  
Principal Jean Marie Barton  
State of Washington  
County of King

NOTARY

IN WITNESS WHEREOF, I, a notary Public of the State of Washington, duly commissioned and sworn, have hereunto set my hand and affixed my official seal in the King County at Seattle on this date of December 29, 2011

Barry L. Chastain  
Barry L. Chastain

Notary

My commission expires: 7 / 9 / 2015

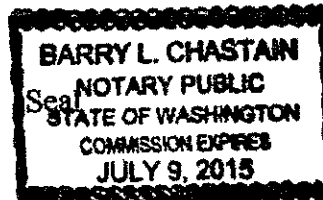




EXHIBIT C

ORIGINAL

**Brian Forrest**

Forensic Document Examiner

103 Amber Lane

Winlock, WA 98596

Phone: 206-384-8887 Fax: 206-299-3295

E-mail: [brian@forgeryexpertusa.com](mailto:brian@forgeryexpertusa.com)

[www.Forgeryexpertusa.com](http://www.Forgeryexpertusa.com)

---

Questioned Document Examiner Official Letter of Opinion

RE: Washington Mutual Opt Loan  
Thursday, July 14, 2011

**QUESTIONED WRITING:**

- Q1: Washington Mutual Opt Loan, dated July 31, 2007.
- Q2: Washington Mutual Opt Loan, dated July 31, 2007.
- Q3: Washington Mutual Opt Loan, dated July 31, 2007.

**COMPARISON WRITING:**

I have examined eleven (11) documents with the known signatures of Jean Marie Barton. For the purpose of this examination I have labeled these exhibits 'K1' through 'K12'.

- K1: Jean Barton's US Passport, issued date of July 13, 2007.
- K2: Washington State issued driver's license, signed and dated July 2, 2008.
- K3: Washington State issued driver's license, signed and dated, unknown.
- K4: Washington State issued driver's license, signed and dated, unknown.
- K5: Washington State issued driver's license, signed and dated, unknown.
- K6: J & B Enterprises Check #1846, signed and dated November 2, 1990.
- K8: Certificate of Immunization for Brandon Barton, signed and dated August 17, 1992.
- K9: Certificate of Immunization for Brandon Barton, signed and dated September 1, 1998.
- K10: Re/Max Addendum/Amendment to Form 17, signed and dated February 5, 2002.
- K11: Signature page of a real estate contract prepared by Richard Cavage, signed by Byron Barton and Jean Barton, dated December 9, 2005.
- K12: Contract Cancellation Option, signed and dated on September 28, 2007, by Byron and Jean Barton.

**EXAMINATION:**

I have compared the handwriting of Jean Marie Barton on the 'K' documents, referenced in the above list, to the signatures on the 3 questioned documents, identified herein as 'Q1' to 'Q3', to determine whether or not Jean Marie Barton authored the signatures in question.


**CONCLUSION:**

Based upon thorough analysis of these items, and from an application of accepted forensic document examination tools, principles and techniques, it is my professional expert opinion that it is highly probable that Mrs. Jean Marie Barton did not author the signatures on the questioned documents. It is probable that a different person authored the signatures on the questioned documents.

**ORIGINAL**

I certify under penalty of perjury under the Laws of the State of Washington, that I have read the above statements, know their contents, and believe them to be true and correct.

Signed at Winlock, WA, on this date: July 14, 2011.

  
Brian A. Forrest

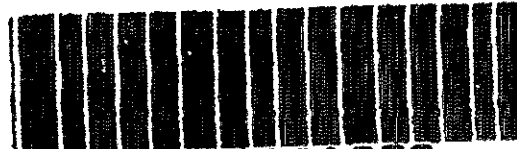
ORIGINAL

3014060077



EXHIBIT A

(2)



Return To:  
WASHINGTON MUTUAL BANK FA  
2210 ENTERPRISE DR  
FLORENCE, SC 29501  
DOC OPS M/S FSCE 440

20070814001628

FIRST AMERICAN DT  
PAGE 001 OF 021  
08/14/2007 12:42  
KING COUNTY, WA

\$1.00

Assessor's Parcel or Account Number:

2719100105

Abbreviated Legal Description: N/A

Lt 3-4 BIL 3

Colewood Meadows V. 25 P13

(Include lot, block and plat or section, township and range) Full legal description located on page 3

Trustee: FIRST AMERICAN TITLE INS. CO.

(Space Above This Line For Recording Data)

21/261

ZWA1  
M39

DEED OF TRUST

3014080077-088

FIRST AMERICAN 1059080

### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated AUGUST 06, 2007 together with all Riders to this document.

(B) "Borrower" is BYRON L BARTON AND, JEAN BARTON, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is WASHINGTON MUTUAL BANK, FA

WASHINGTON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3043 1/01

Q-6(WA) (0012)

Page 1 of 15

Initials

JLB

VMP MORTGAGE FORMS - (800)521-7291



JMB

Jean Marie Barton  
6548 41st Ave SW  
Seattle, WASHINGTON 98136

Date 9/13/2011

**ORIGINAL**

TO:  
Chase  
3415 Vision Drive  
Columbus, OH 43219

Chase  
P.O. Box 183166  
Columbus, OH 43218-3

Re: Property Address: 6548 41st Ave SW  
Seattle, WASHINGTON 98136

Mortgage Number: 3014060077  
0772783908

**NOTICE OF SECURITY INTEREST**

Dear Chase,

Your firm has failed to provide Proof of Claim and have exhausted your administrative remedy. This is formal notice of the existing recoupment claim on 1<sup>st</sup> note # 20070814001628; 2<sup>nd</sup> note # 20070814001629 pursuant to UCC 3-305 & UCC 3-306 (See Exhibit A).

You must return the original, unaltered note or return the full value of said note by issuing certified funds to the following address:

Jean Marie Barton  
6548 41<sup>st</sup> Ave SW  
Seattle, WA 98136

You have 72 hours to dispute the valid claim else it will be deemed admitted.

Sincerely,

  
Jean Marie Barton

# ORIGINAL

0772783908

report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

*Special Rule for Credit Card Purchases.* If you have a problem

with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or the services. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

(b) The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant or if we mailed you the advertisement for the property or services.

## SIGNATURES

By signing below, you agree to the terms of this Agreement and you acknowledge that you have read and received a copy of this Agreement.

# COPY

Pay to the order of

Without Recourse  
Washington Mutual Bank

*[Signature]*  
BY *[Signature]* AND *[Signature]*

**NOTICE OF FORECLOSURE**  
Pursuant to the Revised Code of Washington,  
Chapter 61.24 RCW

T.S. No.: WA-12-511311-SH

The attached Notice of Trustee's Sale is a consequence of default(s) in the obligation to **JPMorgan Chase Bank, National Association**, owner of the obligation secured by your Deed of Trust, which is currently held on behalf of the owner by **JPMorgan Chase Bank, National Association**, the current Beneficiary. Unless the default(s) is/are cured, your property will be sold at auction on **12/21/2012**.

To cure the default(s), you must bring the payments current, cure any other defaults, and pay accrued late charges and other costs, advances, and attorney's fees as set forth below by **12/10/2012 (11 days before the sale date)**. To date, these arrears and costs are as follows:

	Currently due to reinstate on: 8/18/2012	Estimated amount due to reinstate on: 12/10/2012 (11 days before the date set for sale.)
Total payments from 7/1/2011	\$29,745.80	\$38,244.60
Total late charges	\$1,487.29	\$1,806.00
Total advances	\$0.00	\$0.00
Trustee's Fee:	\$506.25	\$506.25
Trustee's Expenses: (Estimated Itemization)		
Title Report	\$1,052.00	\$1,052.00
Recording Fees	\$100.00	\$100.00
Service/Posting of Notices	\$100.00	\$100.00
Postage (actual and estimated)	\$50.00	\$50.00
Publication	\$0.00	\$1,200.00
<b>TOTALS</b>	<b>\$33,041.34</b>	<b>\$43,058.85</b>

To pay off the entire obligation secured by your Deed of Trust as of the 8/18/2012 you must pay a total of \$478,502.40 in principal, \$20,389.87 in interest, plus other costs and advances estimated to date in the amount of \$0.00. From and after the date of this notice you must submit a written request to the Trustee to obtain the total amount to pay off the entire obligation secured by your Deed of Trust as of the payoff date.

As to the defaults which do not involve payment of money to the beneficiary of your Deed of Trust, you must cure each such default. Listed below are the defaults which do not involve payment of money to the Beneficiary of your Deed of Trust. Opposite each such listed default is a brief description of the action necessary to cure the default and a description of the documentation necessary to show that the default has been cured.

<u>Default</u>	<u>Description of Action Required to Cure and Documentation Necessary to Show Cure</u>
Delinquent property taxes	Payment in full to Obligor evidenced by a proper receipt.
Insurance premiums	Payment in full to Obligor evidenced by a proper receipt.
Advances made on senior liens	Payment in full to Obligor evidenced by a proper receipt.
Taxes and/or insurance	Payment in full to Obligor evidenced by a proper receipt.
Trustee's fees and expenses	Payment in full of the above listed Trustee's Fee and Expenses.
Any attorney fees and court costs arising from or associated with the beneficiaries efforts to protect and preserve its security	Payment in full to Obligor evidenced by a proper receipt.

All of the above defaults must be cured as a condition of reinstatement, including all sums that shall accrue through reinstatement or pay-off. Nothing in this notice shall be construed as a waiver of any fees owing to the Beneficiary under the Deed of Trust pursuant to the terms of the loan documents.

**Exhibit**

**American title**



## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Quality Loan Service Corporation of  
Washington  
C/O Quality Loan Service Corporation  
2141 5th Ave  
San Diego, CA, 92101

2. Article Number  
(Transfer from ss)

7010 2780 0001 3683 7340

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

☐ Agent☐ Addressee

## B. Received by (Printed Name)

SLOPEZ

## C. Date of Delivery

4-11-14

- D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

## SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

## 1. Article Addressed to:

Quality Loan Service Corporation  
of Washington  
108 1st Ave. South, Suite 202  
Seattle, WA, 98104

2. Article Number  
(Transfer from service)

7010 2780 0001 3683 7333

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

## COMPLETE THIS SECTION ON DELIVERY

## A. Signature

X

☒ Agent☐ Addressee

## B. Received by (Printed Name)

JAMIE BROOKS

## C. Date of Delivery

4-1-14

- D. Is delivery address different from item 1? ☐ Yes  
If YES, enter delivery address below: ☐ No

## 3. Service Type

☒ Certified Mail☐ Express Mail☐ Registered☐ Return Receipt for Merchandise☐ Insured Mail☐ C.O.D.

## 4. Restricted Delivery? (Extra Fee)

☐ Yes

Chase (OH4-7302)  
3415 Vision Drive  
Columbus, OH 43219-6009



**ORIGINAL**

September 30, 2011

02990-01 IF1A 273-000000000000  
Jean Barton  
6548 41st Ave SW  
Seattle, WA 98136-1814



Re: Account Number: \*\*\*\*\*0077  
Jean Barton

**Authorization Revoked**

Dear Jean Barton:

We are writing in response to the inquiry Chase received about the Power of Attorney for this account.

We have updated our records to show First American no longer has Power of Attorney for this account.

We appreciate your business. If you have questions, please call us at the telephone number below.

Sincerely,

Chase  
(800) 848-9136  
(800) 582-0542 TDD / Text Telephone  
[www.chase.com](http://www.chase.com)

CC650

Sent from my iPad

CERTIFIED MAIL RECEIPT NUMBER \_\_\_\_\_

Byron Barton  
6548 41<sup>st</sup> Ave SW  
Seattle, WA

Quality Loan Service Corp. Of Washington  
C/O Quality Loan Service Corporation  
2141 5<sup>th</sup> Avenue  
San Diego, CA 92101

Dear Trustee:

I am in receipt of an undated and unrecorded notice that you have sent me. I hereby object to the Notice and request that you send a copy of this letter to your insurance carrier and all other interested parties as described herein for the following reasons:

1. There is no delinquency or default. The Lender has been paid in full plus a fee for standing in for an undisclosed third party lender that was not properly registered or regulated as a financial institution or lender at the time the transaction took place.
2. I have verified proof that JP Morgan Chase is not a holder in due course of the mentioned loan or beneficiary of the deed of trust, and the substitution of trustee signed by JP Morgan Chase was done without any authority to do so as holder in due course or investor.
3. JP Morgan Chase Bank does not own, possess or control the note or the mortgage, which has been satisfied in full. Demand is herewith made for satisfaction of mortgage to be filed in the appropriate county records.
4. Your authority as Trustee is invalid and any attempt to sell this property illegally will be met with including Quality Loan Services Corp. as a co-defendant along with JP Morgan Chase Bank in a lawsuit that is currently being prepared against JP Morgan Chase Bank.
5. Because of the known presence of necessary and indispensable parties to any dispute that the true holders in due course might have against me, only a judicial proceeding in which all parties are included will provide a fair determination of the rights, obligation and title to the property, deed of trust and note.
6. The "loan closing" was in fact a scheme to trick me into issuing a negotiable instrument that was pre-sold to investors as an unregulated security. The parties and their fees were not revealed nor was the true APR disclosed, as it was inflated considerably by the intentional overstatement of the appraisal on the property.

CERTIFIED MAIL RECEIPT NUMBER \_\_\_\_\_

7. The title agent, which might well be the same as the Trustee also has insurance for errors and omissions and the title insurance company that issued the policy will have total liability for this fraudulent transaction to the extent it had knowledge through its agents of the fraudulent scheme.

The totality of the transaction violates numerous state and federal laws including usury, Truth in Lending, deceptive business practices, and administrative standards for the practice of professions.

Therefore, please confirm the filing and recording of the satisfaction of mortgage, send the original note back to me (or tell me where it is), and confirm the retraction of the attempt to collect a debt which is incorrectly stated, improperly computed, improperly obtained, and fraudulently produced and transmitted.

Sincerely,

Byron Barton

Sign up for our Foreclosure Defense Newsletter Here

[http://visitor.r20.constantcontact.com/d.jsp?](http://visitor.r20.constantcontact.com/d.jsp?ll=cz4inspab&p=oi&m=1116235661090&sit=5ds4ghoib&f=b720a312-fa0b-4206-8135-16bf3e433109)

[ll=cz4inspab&p=oi&m=1116235661090&sit=5ds4ghoib&f=b720a312-fa0b-4206-8135-16bf3e433109](http://visitor.r20.constantcontact.com/d.jsp?ll=cz4inspab&p=oi&m=1116235661090&sit=5ds4ghoib&f=b720a312-fa0b-4206-8135-16bf3e433109)

Mortgage analysis as a credible part of a legal defense against foreclosure. All Courts, all States.

Foreclosure Defense Programs uses some of the best securitization auditors in the business. Our Sr. Auditor has nearly 30 years experience as a high level officer and Sr. vice president of some of the Most successful mortgage banks in the nation. He has been deposed in foreclosure cases hundreds of times. Foreclosure Defense Programs has become a firm providing mortgage analysis services designed for use by attorneys. Others are welcome to order these services with the understanding that the issuance's provided to attorney clients may include information not provided to others and that some products and services are not available to non-attorneys. Our audits are intended to provide verifiable proof that the party foreclosing is most likely not a party of interest, and in over 90% of the cases those are the results. Most Foreclosing Parties have NO RIGHT to do so.

**CONFIDENTIALITY NOTICE:** This email, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of the email, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify me at (541) 844-1830. (541) 844-1830 and permanently delete the original and any copy of any email and any printout thereof.

Call

Send SMS

Add to Skype

You'll need Skype CreditFree via Skype

Prepared by: Jean Marie Barton

After recording return to:

Jean Marie Barton  
6548 41<sup>st</sup> Ave SW  
Seattle, WA 98136  
206 935 9384



20111229001774

CASH/BARTON N  
PAGE-081 OF 015  
12/29/2011 12:23  
KING COUNTY, WA

76.00

ORIGINAL

—Above This Line Reserved For Official Use Only—

**Affidavit & Public Notice Reference**  
**Fraudulent Activity Related To This Property**

I, Jean Marie Barton, of 6548 41<sup>st</sup> Ave SW, city of Seattle, county of King, state of Washington, the undersign Affidavit having been duly sworn, depose and states truthfully, for the record regarding the below property, the following information.

The legal description of this property to the best of my knowledge based on public records is:

Abbreviated Legal; Lt. 3-4 BLK.3 GATEWOOD-GARDENS V.25 P. 15

Tax Parcel Number: 2719100105

Also known as 6548 41<sup>st</sup> Ave SW Seattle, WA 98136

Regarding the following recording information on King County Public Records

**Mortgage Allegedly Signed:**

On August 06, 2007 and record on August 14, 2007 DEED OF TRUST loan # 3014060077-068 (security Instrument) recorded in the King County of Records # 20070814001628 and loan # 0772783908 recorded in the King County 20070814001629 between BYRON L. BARTON AND JEAN BARTON, HUSBAND AND WIFE dated August 06, 2007 given to, and empowering First American, a California corporation, located at 1567 Meridian Ave #800 Seattle, WA 98121 to act as "Trustee" is hereby replace for "default of proof of claim and fraudulent signatures of Jean M Barton, upon the recorded Mortgage, Deed of Trust or Security Instrument are forgery(s) by unknown Washington Mutual agent(s). J.P. Morgan; Chase Bank the unrecorded Beneficiary and Successors or assigns allegedly claims the mortgage has not been fully paid off, satisfied, nor discharged, but instead continues to exist in attempts to collected on a VIOD or NULLY contract even though Chase knowingly knew that a Breach of Contract and/or fraudulent signatures are present in the recorded mortgage or Deed of Trust in violation of law.

1. The Forensic Document Examiner Report of Brain Forrest, is undisputed by WAMU, J.P. Morgan and Chase Bank. WAMU, J.P Morgan and Chase Bank "Failure Proof of Claim" is undisputed and have exhausted all administrative remedy. That the Respondent(s) removed their Trustee of record by written notice dated September 30, 2011 ref. 02960-

ORIGINAL

01 IF 1A 273-000000000000.

2. That, according to the Proof of Claim and Forensic Document Examiner Report, the Respondents are now in DEFAULT and WITHOUT RECOURSE and no evidence has been presented to the contrary. (See Exhibit C Forensic Document Examiner Report of Brain Forrest).
3. If the Bank or the Bank's continue to attempt to collected on a NULLY and VOID contract or attempt to foreclose on this property after this declaration, then they do so knowing they have no standing or right of enforcement. Therefore, doing so will make them guilty of extortion, theft and fraud. All Federal felonies punishable with prison time.
4. Should the Bank's take any form action of Public recording such as Affidavit of Correction, Affidavit of Erroneous Recording, Affidavit of Erroneous Release and/ or legal action upon the NULLY and VIOD contract and/ or proceed with foreclosure action, they do so at their full commercial liability and shall be named a co-defendant against them in a wrongful civil action 3 x damages.

Jean M Barton is knowledgeable makes this affidavit for the purpose of giving notice to correct the above-described instrument, mortgage and/ or Deed of Trust by Striking the Bank's mortgage contract 3014060077; 0772783908 in entirety for payment(s) is NULL and VIOD for Breach of Contract and fraudulent actions of the Banker's that impaired the mortgage.

Dated: December 27, 2011.

Jean Marie Barton  
Principal Jean Marie Barton  
State of Washington  
County of King

NOTARY

IN WITNESS WHEREOF, I, a notary Public of the State of Washington, duly commissioned and sworn, have hereunto set my hand and affixed my official seal in the King County at Seattle on this date of December 29, 2011

Barry L. Chastain  
Barry L. Chastain

Notary

My commission expires: 7 / 9 / 2015

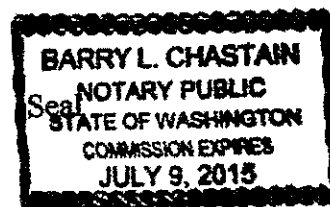




EXHIBIT C

ORIGINAL

**Brian Forrest**

Forensic Document Examiner

103 Amber Lane

Winlock, WA 98596

Phone: 206-384-8887 Fax: 206-299-3295

E-mail: [brian@forgeryexpertusa.com](mailto:brian@forgeryexpertusa.com)

[www.Forgeryexpertusa.com](http://www.Forgeryexpertusa.com)

---

Questioned Document Examiner Official Letter of Opinion

RE: Washington Mutual Opt Loan  
Thursday, July 14, 2011

**QUESTIONED WRITING:**

- Q1: Washington Mutual Opt Loan, dated July 31, 2007.
- Q2: Washington Mutual Opt Loan, dated July 31, 2007.
- Q3: Washington Mutual Opt Loan, dated July 31, 2007.

**COMPARISON WRITING:**

I have examined eleven (11) documents with the known signatures of Jean Marie Barton. For the purpose of this examination I have labeled these exhibits 'K1' through 'K12'.

- K1: Jean Barton's US Passport, issued date of July 13, 2007.
- K2: Washington State issued driver's license, signed and dated July 2, 2008.
- K3: Washington State issued driver's license, signed and dated, unknown.
- K4: Washington State issued driver's license, signed and dated, unknown.
- K5: Washington State issued driver's license, signed and dated, unknown.
- K6: J & B Enterprises Check #1846, signed and dated November 2, 1990.
- K8: Certificate of Immunization for Brandon Barton, signed and dated August 17, 1992.
- K9: Certificate of Immunization for Brandon Barton, signed and dated September 1, 1998.
- K10: Re/Max Addendum/Amendment to Form 17, signed and dated February 5, 2002.
- K11: Signature page of a real estate contract prepared by Richard Cavage, signed by Byron Barton and Jean Barton, dated December 9, 2005.
- K12: Contract Cancellation Option, signed and dated on September 28, 2007, by Byron and Jean Barton.

**EXAMINATION:**

I have compared the handwriting of Jean Marie Barton on the 'K' documents, referenced in the above list, to the signatures on the 3 questioned documents, identified herein as 'Q1' to 'Q3', to determine whether or not Jean Marie Barton authored the signatures in question.

**CONCLUSION:**


Based upon thorough analysis of these items, and from an application of accepted forensic document examination tools, principles and techniques, it is my professional expert opinion that it is highly probable that Mrs. Jean Marie Barton did not author the signatures on the questioned documents. It is probable that a different person authored the signatures on the questioned documents.



**ORIGINAL**

I certify under penalty of perjury under the Laws of the State of Washington, that I have read the above statements, know their contents, and believe them to be true and correct.

Signed at Winlock, WA, on this date: July 14, 2011.

  
Brian A. Forrest

ORIGINAL

3014060077



ORIGINAL DEED

EXHIBIT A

(2)



20070814001628

FIRST AMERICAN DT  
DOCUMENT OF 821  
08/14/2007 12:42  
KING COUNTY, WA

\$1.00

Return To:

WASHINGTON MUTUAL BANK FA  
2210 ENTERPRISE DR  
FLORENCE, SC 29501  
DOC OPS M/S FSCE 440

Assessor's Parcel or Account Number:

2719100105

Abbreviated Legal Description: N/A

Lt 3-4 BIL 3

Colewood Meadows V.25 P.15

(Include lot, block and plat or section, township and range) Full legal description located on page 3

Trustee: FIRST AMERICAN TITLE INS. CO.

ZWA1  
M39

(Space Above This Line For Recording Data)

21/261

DEED OF TRUST

3014080077-088

FIRST AMERICAN 1059080

#### DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated AUGUST 08, 2007 together with all Riders to this document.

(B) "Borrower" is BYRON L BARTON AND, JEAN BARTON, HUSBAND AND WIFE

Borrower is the trustor under this Security Instrument.  
(C) "Lender" is WASHINGTON MUTUAL BANK, FA

WASHINGTON-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3043 1/01

6(WA) (0012)

Page 1 of 15

VMP MORTGAGE FORMS - (800)521-7291

Initials

BIB



GMB

Jean Marie Barton  
6548 41st Ave SW  
Seattle, WASHINGTON 98136

Date 9/13/2011

**ORIGINAL**

TO:  
Chase  
3415 Vision Drive  
Columbus, OH 43219

Chase  
P.O. Box 183166  
Columbus, OH 43218-3

Re: Property Address: 6548 41st Ave SW  
Seattle, WASHINGTON 98136

Mortgage Number: 3014060077  
0772783908

**NOTICE OF SECURITY INTEREST**

Dear Chase,

Your firm has failed to provide Proof of Claim and have exhausted your administrative remedy. This is formal notice of the existing recoupment claim on 1<sup>st</sup> note # 20070814001628; 2<sup>nd</sup> note # 20070814001629 pursuant to UCC 3-305 & UCC 3-306 (See Exhibit A).

You must return the original, unaltered note or return the full value of said note by issuing certified funds to the following address:

Jean Marie Barton  
6548 41<sup>st</sup> Ave SW  
Seattle, WA 98136

You have 72 hours to dispute the valid claim else it will be deemed admitted.

Sincerely,

  
Jean Marie Barton

**ORIGINAL**

0772783908

report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten (10) days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we do not follow these rules, we cannot collect the first \$50.00 of the questioned amount, even if your bill was correct.

**Special Rule for Credit Card Purchases.** If you have a problem

with the quality of property or services that you purchased with a credit card and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the property or the services. There are two limitations on this right:

(a) You must have made the purchase in your home state or, if not within your home state, within 100 miles of your current mailing address; and

(b) The purchase price must have been more than \$50.00.

These limitations do not apply if we own or operate the merchant or if we mailed you the advertisement for the property or services.

**SIGNATURE**

**SIGNATURE**  
By signing below, you agree to the terms of this Agreement and you acknowledge that you have read and received a copy of this Agreement.

**COPY**

Pay to the order of

Without Recourse  
Washington Mutual Bank

100-443887

~~CONFIDENTIAL~~

# Exhibits

MEDICAL /  
PAYMENT STATEMENT

030315

US DEPT OF LABOR, OWCP  
PO BOX 8300 - DISTRICT 14  
LONDON, KY 40742-8300

**United States Department of Labor**  
Division of Federal Employees' Compensation

**BENEFIT STATEMENT**



BYRON LEE BARTON  
6548 41ST SW  
SEATTLE WA 98136

US DEPT OF LABOR, OWCP  
PO BOX 8300 - DISTRICT 14  
LONDON, KY 40742-8300

Case Number:	14-0187717	Gross Compensation:	1,627.86
Social Security Number:	<del>554-55-5555</del>	Less Deductions:	17.00
Date of Injury:	83/08/08	Intermittent Hours Lost:	.00
Pay Type:	3	Overpayments:	121.46
Check Date:	14/03/07	Other Payees:	.00
Period Paid:	14/02/09 To: 14/03/08	Net Check Amount:	1,506.40
Pay Rate:	260.21	Agency Health Insurance Cost:	.00
Comp Rate:	.7500	Health Insurance Code:	N/A
Life Insurance	.00	From:	To:

**NOTICE TO RECIPIENTS**

**METHOD OF PAYMENT** If you are receiving payment by electronic fund transfer (EFT), the payment shown above has already been made to your financial institution. Otherwise, the check is enclosed.

**ADDRESS CHANGE** If you move or otherwise change your mailing address or your check mailing address (such as a bank or credit union), advise OWCP right away in writing of the new address.

**CORRESPONDENCE** Include your OWCP file number on all letters you send to OWCP.

**DEPENDENTS** For recipients of payments for disability or schedule award (pay type 1 or 9, as shown above): If you have one or more dependents, you are entitled to compensation at the augmented rate of 75%, rather than 66 2/3 percent, of your pay rate. (Questions as to who qualifies as a dependent should be directed to the OWCP District Office handling your claim.) Events such as birth, death, marriage, divorce, separation, or youngest child reaching age 18 may affect your compensation and should be reported to OWCP right away.

**EMPLOYMENT** For recipients of payments for disability (pay type 1, as shown above): To avoid an overpayment of compensation, advise OWCP right away when you return to full-time or part-time work with either a government or private employer (including self-employment.) Return to OWCP any compensation checks received after you go back to work. State the full name and address of your employer; the date employment began; the rate of pay and number of hours worked per week; and a description of the employment.

**SURVIVORS** For recipients of payments for death benefits (pay type 7, as shown above): If it has not already done so, OWCP will advise you in detail of each survivor for whom death benefits are payable, and the percentage of salary payable for each. (Questions as to who qualifies as a survivor should be directed to the OWCP District Office handling your claim.) Events such as birth of a posthumous child, death, remarriage, or youngest child reaching age 18 may affect your compensation and should be reported to OWCP right away.



30291140187717

[illegible]

# Discharge Summaries

Printed On Oct.30, 2012

LOCAL TITLE: DISCHARGE SUMMARY  
ADMIN DATE: JUL 24, 2012 DISCH. DATE: AUG 03, 2012  
STANDARD TITLE: DISCHARGE SUMMARY  
DICT DATE: AUG 02, 2012@13:18 ENTRY DATE: AUG 02, 2012@13:18:59  
DICTATED BY: FROLICH, ANN C ATTENDING: TAYADE, ARTI S  
URGENCY: routine STATUS: COMPLETED

STANDARD DISCHARGE SUMMARY TEMPLATE  
DIAGNOSES (admit and discharge)  
s/p STEMI and RCA occlusion s/p PCI (DES,  
anigioplasty) (5/29/12).  
cardioembolic stroke resulting in left-sided weakness  
dysphagia  
dysarthria  
aphasia  
urinary retention  
sleep apnea  
regurgitation  
insomnia  
hyperlipidemia

OPERATIONS AND PROCEDURES:  
7/5/12 PEG tube placed  
7/19 Aspiration and steroid injection of R 1st MTP cyst by podiatry

SOCIAL HISTORY (include smoking, alcohol ):  
Lives with his wife, Jean in West Seattle.  
Retired on disability, previously worked in the shipyards in  
Bremerton. Served in the Navy 40 years ago as a corpsman. Smoked during the  
Navy, quit ~40 years ago. Drinks alcohol only occasionally.

FAMILY HISTORY:  
Denies a family history of heart disease, stroke, diabetes or cancer. Reports  
everyone is "healthy". Mother died of old age at 91, dad of PNA at 91

KNOWN ALLERGIES: TETANUS TOXOID

HISTORY OF PRESENT ILLNESS: BARTON, BYRON L is a 61 year old  
admitted for continued rehab s/p STEMI and RCA occlusion s/p PCI, and embolic  
stroke.

PHYSICAL EXAMINATION:  
GEN APP: alert, oriented x3, cooperative, NAD

PATIENT NAME AND ADDRESS (Mechanical Imprinting, if available)

BARTON, BYRON L  
6548 41ST AVE SW  
SEATTLE, WASHINGTON 98136

VISTA Electronic Medical Documentation

Printed at Seattle



# Discharge Summaries

Printed On Oct 30, 2012

NEURO: speech very hard to understand, has expressive aphasia  
has left sided droop and weakness, can only move thumb and 1st digit left hand  
HEENT:

head: facial droop on L NL hair dist., no lesions

eyes: sclera white, no discharge, PEARLA,

ears: no drainage, HOH

NL bony landmarks

nose: turbinates pink, no d/c, sinuses non-tender

o/p: buccal mucosa moist, pharynx s erythema or  
exudate

Neck: supple s lymphadenopathy, no bruits

PULM: normal excursion, lungs CTA, resonant to percussion

CV: heart sounds S1S2 s murmur, bruit, gallop or rub, no JVD

ABD: soft, non-tender, BT x 4 s masses or organomegaly, peg site D/I

LE: skin warm and dry, no edema, PT and DT pulses 2+/2+

Skin: No breakdown except for healing cyst on great R toe

HOSPITAL COURSE: (adapted from Rehab note)

Mr. Barton's hospitalization started on 5/29 when he presented to the ED with abdominal pain, nausea, and vomiting and was found to have a STEMI and was subsequently taken to the cath lab where he was found to have total occlusion of the RCA and a DES was placed. Following the procedure that patient awoke with blurry vision and weakness/numbness of the left hand as well as dysarthria, dysphagia, and left facial droop. Although initial head CT was negative for acute stroke, CTA Head/Neck revealed occlusion of the basilar tip secondary to thrombus. MRI brain subsequently showed multiple bilateral supratentorial foci of diffusion restriction highly suggestive of embolic infarcts. Neurology saw the patient in house and recommended he continue on aspirin and clopidogrel. He was eventually seen by rehab medicine on 6/5 and transferred to the rehab service on 6/7.

He later developed a UTI, and was eventually admitted to the ICU for urosepsis and recovered. He returned to the rehab unit 6/22/12 and worked intensely with therapies until he was transferred to the CLC 7/24/12 for more work with PT to enable him to get up and down the stairs in his house, which he is able to ascend/descend stairs with mod A of one person + railing.

For stroke:

- Tone: continue AFO through day;
- baclofen to 20mg TID
- patch on right eye for double vision
- ASA 325mg
- Plavix 75mg daily
- f/u Neurology clinic in 2 months (August 2012)
- Fluoxetine 20 mg daily for motor recovery

-S/P STEMI-he has shoulder pain one evening while in CLC and ended up having a cardiology consult and ruled out for an MI. This was not considered a cardiac

PATIENT NAME AND ADDRESS (Mechanical Imprinting, if available)

BARTON, BYRON L  
6548 41ST AVE SW  
SEATTLE, WASHINGTON 98136

VISTA Electronic Medical Documentation

Printed at Seattle

# Discharge Summaries

Printed On Oct 30, 2012

event.

-pt's pressure cannot tolerate a beta blocker or ace inhibitor for now.  
Will initiate when or if it does.

- Aspirin 325mg PO Qday indefinitely
- Plavix 75mg PO Qday X12months restarted 7/6
- Simvastatin 10mg daily

Regurgitation-

- PEG feedings at rate of 30min/can (1 hour for each 2 can meal)
- Tone: continue AFO through day;
- baclofen to 20mg TID
- patch on right eye for double vision
- ASA 325mg
- Plavix 75mg daily
- f/u Neurology clinic in 2 months (August 2012)
- Fluoxetine 20 mg daily for motor recovery

Insomnia- cont Zolpidem

Pt saw podiatry and they removed a cyst from his toe. it is healed.

Pt saw dental for broke tooth and they advised that The implant supported crown w/ fractured porcelain should be restored by pt's outside dentist.

CONDITION AT DISCHARGE:

stable

DISPOSITION:

home

FOLLOW-UP:

Dr Jackie Keedy who is scheduled to see him for his Primary care intake has agreed to be his PCC until on his assigned  
he has the following appts

-----CVF - Put Clinic Visits-----

AUG 13,2012@13:00 HSM S CARDIO FELLOW 2  
AUG 16,2012@09:00 HSM S NEURO VEILLEUX  
AUG 16,2012@14:00 RCS S GEN REHAB STROKE NEW  
AUG 27,2012@13:00 GMS S PC POST HOSP EST

ACTIVITY RESTRICTIONS/RETURN TO WORK/PRE-HOSPITAL ACTIVITY:

severly impaired and in wc, contact guard to get in and OOB, moderate assist for stairs

PATIENT NAME AND ADDRESS (Mechanical Imprinting, if available)

BARTON, BYRON L  
6548 41ST AVE SW  
SEATTLE, WASHINGTON 98136

VISTA Electronic Medical Documentation

Printed at Seattle

# Discharge Summaries

Printed On Oct 30, 2012

1. Multiple bilateral supratentorial foci of diffusion restriction highly suggestive of embolic infarcts given the multiple supratentorial and infratentorial bilateral foci. The lesions within the right thalamus and right midbrain are the most prominent.

2. No mass or mass effect.

Head CT:5/31/12

Impression:

1. Foci of hypoattenuation in the right thalamus and right midbrain correlate with infarct identified on MR performed 5/30/2012. These findings are more prominent compared to CTA head neck performed 5/30/12. No intracranial hemorrhage. No new foci of high or low attenuation to suggest new infarct.

Did the discharge day management services take >30 minutes? [ x ] Yes [ ] No  
Discharge day management services include final examination of the patient, discussion of hospital stay, instructions for continuing care to relevant caregivers, preparation of discharge records, and entering prescriptions and referral requests; time does not have to be continuous.

/es/ Arti S Tayade MD  
Medical Director CLC  
Signed: 08/06/2012 10:20  
for Ann C Frolich, RN, ARNP  
Nurse Practitioner, GEC

/es/ Arti S Tayade MD  
Medical Director CLC  
Cosigned: 08/06/2012 10:20

LOCAL TITLE: DISCHARGE SUMMARY	DISCH. DATE: JUL 24, 2012
ADMIN DATE: MAY 29, 2012	
STANDARD TITLE: DISCHARGE SUMMARY	ENTRY DATE: JUL 24, 2012@12:23:26
DICT DATE: JUL 24, 2012@12:23	ATTENDING: HUGHES, CHRISTINA A
DICTATED BY: PALUCK, MATHEW D	STATUS: COMPLETED
URGENCY: routine	

\*\*\* DISCHARGE SUMMARY Has ADDENDA \*\*\*

REHABILITATION MEDICINE - DISCHARGE SUMMARY

Date of Admission: 6/22/12  
Date of Discharge: 7/24/12

PATIENT NAME AND ADDRESS (Mechanical Imprinting, if available)

BARTON, BYRON L  
6548 41ST AVE SW  
SEATTLE, WASHINGTON 98136

VISTA Electronic Medical Documentation

Printed at Seattle

# Discharge Summaries

Printed On Oct 30, 2012

Attending: Dr. Christina Hughes  
Resident: Dr. Mathew Paluck

CC: 61 y/o MALE s/p STEMI and RCA occlusion s/p PCI, admitted for embolic stroke

## CONSULTATIONS:

PT, OT, Recreational Therapy, Rehab Psychology, SW, Nutrition, Prosthetics, podiatry, cardiology

## PROCEDURES / OPERATIONS:

7/19 Aspiration and steroid injection of R 1st MTP cyst by podiatry

## ADMISSION HPI:

(Adapted from H&P by Dr. Carlson - 6/22/12)

Mr. Barton's hospitalization started on 5/29 when he presented to the ED with abdominal pain, nausea, and vomiting and was found to have a STEMI and was subsequently taken to the cath lab where he was found to have total occlusion of the RCA and a DES was placed. Following the procedure that patient awoke with blurry vision and weakness/numbness of the left hand as well as dysarthria, dysphagia, and left facial droop. Although initial head CT was negative for acute stroke, CTA Head/Neck revealed occlusion of the basilar tip secondary to thrombus. MRI brain subsequently showed multiple bilateral supratentorial foci of diffusion restriction highly suggestive of embolic infarcts. Neurology saw the patient in house and recommended he continue on aspirin and clopidogrel. He was eventually seen by rehab medicine on 6/5 and transferred to the rehab service on 6/7.

He was doing well on the rehab service until 6/17, when he noted some dysuria and hematuria. UA was obtained and showed 3+ leukocyte esterase, positive nitrites, and 3+ RBCs. On 6/18, he became septic, urine culture grew e coli and he was transferred to the CCU, CT scan did not reveal nephrolithiasis or perinephric abscess. He was treated with IV abx, quickly stabilized, and returned to rehab on 6/22.

## Past Medical:

Chronic R ankle pain with multiple surgeries and ongoing chronic pain  
Dyslexia  
hearing loss bilaterally

## Family History:

Denies a family history of heart disease, stroke, diabetes or cancer.

## Social History:

-- Home: Lives with wife (Jean) and 2 sons (22 & 24 yo) in West Seattle. It is a 2-story home with a basement with 5 stairs to enter the basement apartment. Currently his son lives in the basement apartment and the plan upon discharge is for him to live down there with his wife taking care of him during the day and is son taking care of him overnight. There is a walk-in shower in the basement

PATIENT NAME AND ADDRESS (Mechanical Imprinting, if available)

BARTON, BYRON L  
6546 41ST AVE SW  
SEATTLE, WASHINGTON 98136

VISTA Electronic Medical Documentation

Printed at Seattle

# Discharge Summaries

Printed On Oct 30, 2012

Chem 7:

	137		99		18	
Jul 16, 2012@06:00:01	-----		95		EGFR: 74	
	4.6		30		1.02	

RADIOLOGY (this admission):

R foot XR 7/18

Impression:

Soft tissue bulge along the medial aspect of the great toe, at the level of the proximal phalanx with no underlying bony abnormality. Mild narrowing first MTP joint consistent with osteoarthritis. No fractures or dislocations or soft tissue calcifications.

VFSS 7/18:

Impression:

Fluoroscopic assistance was provided for speech therapy during their evaluation of swallowing. See their report in the Notes section of CPRS.

A videotape of this study is available through Speech Therapy. 1.9 minutes of Fluoro time was used for this study.

CXR 5/19: No focal consolidation to suggest pneumonia.

CT abd 6/18: 1. No urolithiasis, hydronephrosis or evidence of pyelonephritis. 2. Prominent urinary bladder wall likely secondary to less distended status versus possible cystitis. 3. Mild enlargement of the prostate may likely represent prostatitis versus benign prostatic hyperplasia. 4. A few tiny hepatic possible cysts. 5. Bibasilar minimal subsegmental atelectasis.

Renal US 6/18: No calculi or hydronephrosis.

Mild bladder wall thickening which may be due to the relative decompression of the bladder versus cystitis.

Brain MRI 5/30/12:

Multiple bilateral supra and infratentorial foci of diffusion restriction in the left frontal, right occipital, right thalamus, right midbrain and bilateral cerebellar hemispheres suggestive of embolic infarcts. Most prominent foci are within the right thalamus and right midbrain.

MICROBIOLOGY (this admission):

7/10 urine - <1000 col

7/5 Urine

PATIENT NAME AND ADDRESS (Mechanical imprinting, if available)

BARTON, BYRON L  
6548 41ST AVE SW  
SEATTLE, WASHINGTON 98136

VISTA Electronic Medical Documentation

Printed at Seattle

# Discharge Summaries

Printed On Oct 30, 2012

## # B/L Foot Pain:

-L foot: podiatry saw pt and feels like it is 2/2 plantar fibroma, they ordered an offloading sole through prosthetics. AFO was modified to accomodate fibroma, pt feels it is much better after modification.  
-R foot: has 1st MTP pain 2/2 cyst. Podiatry evaluated and performed aspiration followed by steroid injection on 7/19.

# Bladder: had urinary retention 7/10 likely 2/2 UTI, foley replaced as he previously had hematuria with IC. Was previously spontaneously voiding in urinal at bedside x4 days. ABX complete and foley removed, again voiding spontaneously starting 7/17 with PVRs of 97, 184, 93. Urinary retention again on 7/19 with inability to void, bladder scan in 300s, IC yielded 300mL. Suspect he has some element of neurogenic bladder 2/2 stroke, follow voiding progress.

-Timed voids q4h, double voiding, crede maneuver  
-Bladder scan if no void in 6 hours, IC if >300mL  
-May require foley catheter replacement if continued high PVR or inability to void

# Bowel management: Spontaneous, bowel regimen (see above)

# FEN: tube feeds jevity 1.5 x7cans daily - slow feed rate of 30min/can

-weekly chem 10 qMONDAY

-H2O flush 300mL QID - slow rate - please separate tube feeds and water boluses by at least one hour

# DVT prophylaxis: aspirin/plavix

# Sleep Apnea: This is a new diagnosis while on cardiology's service. He was noted to have apneic periods of almost 1 min with desaturations to mid 80's.  
-new CPAP delivered by RT on 6/14

# UTI: one episode treated with amoxicillin. Second episode treated with bactrim.

# Acute Kidney Injury: noted on admission, resolved with fluids

# Transaminitis: resolved with fluids.

# Code: Full Code

# Dispo: subacute rehab (Seattle VA CLC) for continued therapies

## Follow up:

- PCP 08/27/12 @ 13:00  
- Neurology clinic 08/16/12 @ 09:00  
- RCS Stroke Clinic 08/16/12 @ 14:00

PATIENT NAME AND ADDRESS (Mechanical Imprinting, if available)

BARTON, BYRON L  
6548 41ST AVE SW  
SEATTLE, WASHINGTON 98136

VISTA Electronic Medical Documentation

Printed at Seattle

# Exhibits

## AUDIT SUMMARY

Jean Barton  
6548 41st SW  
Seattle. Washington 98136  
Date 05/02/2014

SWORN OATH AND VERIFICATION OF BARTON'S AUDIT

I, Jean Marie Barton, Oath, with unlimited liability, proceeding in good faith being of sound mind states that the facts contained herein are true, complete correct, and not misleading to the best of private my firsthand knowledge and belief under penalty of perjury.

- (1) The nine page audit of Barton's Washington Mutual loan is a summary of 482 page audit for the court to review,
- (2) The Washington Mutual loan proves Chase Bank has no standing to foreclose on Washington Mutual loans.
- (3) The banker that perform
- (4) The Washington Mutual loan audit has twenty five years year of banking services and knows banking procedure.

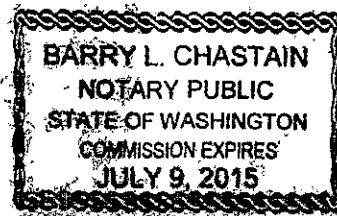
SUBSCRIBED AND SWORN

Jean Marie Barton  
Jean Marie Barton

IN WITNESS WHEREOF. I, a notary Public of the State of Washington. Duly commissioned and sworn. Have hereunto set my hand and affixed my official seal in King County at Seattle on this date of May 02, 2014.

Barry L. Chastain  
Notary BARRY L. CHASTAIN

Seal



My commission expires 7 / 9 / 2015



Jean Barton  
6548 41st SW  
Seattle. Washington 98136  
Date 05/02/2014

SWORN OATH AND VERIFICATION OF BARTON'S AUDIT

I, Jean Marie Barton, Oath, with unlimited liability, proceeding in good faith being of sound mind states that the facts contained herein are true, complete correct, and not misleading to the best of private my firsthand knowledge and belief under penalty of perjury.

- (1) The nine page audit of Barton's Washington Mutual loan is a summary of 482 page audit for the court to review,
- (2) The Washington Mutual loan proves Chase Bank has no standing to foreclose on Washington Mutual loans.
- (3) The banker that perform
- (4) The Washington Mutual loan audit has twenty five years year of banking services and knows banking procedure.

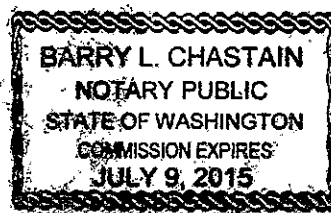
SUBSCRIBED AND SWORN

Jean Marie Barton  
Jean Marie Barton

IN WITNESS WHEREOF, I, a notary Public of the State of Washington. Duly commissioned and sworn. Have hereunto set my hand and affixed my official seal in King County at Seattle on this date of May 02, 2014.

Barry L. Chastain  
Notary Barry L. CHASTAIN

Seal



My commission expires 7 / 9 / 2015

**BORROWER**

<b>BORROWER</b>	<b>CO-BORROWER</b>
Jean Barton	N/A
<b>CURRENT ADDRESS</b>	<b>PROPERTY ADDRESS</b>
6548 41st Avenue SW Seattle, Washington 98135	6548 41st Avenue SW Seattle, Washington 98135

**TRANSACTION PARTICIPANTS**

<b>MORTGAGE BROKER</b>	<b>ORIGINAL MORTGAGE SERVICER</b>	<b>MORTGAGE NOMINEE/BENEFICIARY</b>
N/A	Washington Mutual Bank P.O. Box 78148 Phoenix, AZ 85062	Washington Mutual Bank 2210 Enterprise Drive Florence, SC 29501
<b>ORIGINAL MORTGAGE LENDER</b>	<b>MORTGAGE TRUSTEE</b>	<b>TITLE COMPANY</b>
Washington Mutual Bank, FA 2273 N. Green Valley Pkwy Henderson, Nevada 89104	First American Title Insurance Co.	Alliance Title Company

**Documents Provided for Review:**

1st	2nd	
		Underwriting and Transmittal Summary (Form 1008)
		Loan Application (Form 1003)
		Loan Commitment Letter
X		Deed of Trust / Mortgage (with Riders and/or attachments)
X		Note (with Addendums and/or attachments)
		Good Faith Estimate
		Truth in Lending Disclosure Statement
		(3-Day) Notice of Right to Cancel
		HUD-1 (or HUD-1A) Settlement Statement
X		Appraisal Report
		RESPA servicing disclosure
		Hazard Insurance disclosure
		Credit score disclosure
		Lender's Escrow Instructions
		Affiliated Business Arrangement Disclosure
		I/O and/or Negative Amortization Disclosure
		ARM disclosure



## TRANSACTION SUMMARY

Borrower: Jean Barton

Address: 6548 41st Avenue SW  
Seattle, Washington 98135

DOB: Not Provided  
SSN: 536-58-5481 (Jean)

Employment: Not Provided

Property: 6548 41st Avenue SW  
Seattle, Washington 98135

Acquired: Not Provided

Lender: Washington Mutual Bank, FA  
Doc Date: August 6, 2007  
Loan#: 3014060077-068  
MERS#: N/A  
Amount: \$456,500.00

Purpose: Refinance  
Rate: 6.750%  
1<sup>st</sup> Payment: December 1, 2007

Type: 115% Negative Amortization Adjustable Rate Balloon Loan with a 12-MTA Index  
Margin/Caps: Margin 3.225% - Ceiling: 10.150%, Payment Cap 7.500%  
Recast Date: October 1, 2008 and the same date each twelfth month thereafter.

Payment: \$1,294.00  
Term: 480 Months  
Prepayment: Not Provided

Property Val: Not Provided  
LTV/CLTV: Not Provided (HUD-1 not provided)

Servicer: Washington Mutual Bank, FA (per Original Note)

## AUDIT NARRATIVE AND FINDINGS

The loan reviewed for this audit is a \$456,500.00 40-Year Balloon loan, that allows for Negative Amortization, allowing the unpaid principal to increase to 115% or \$524,975.00. The combination of the low initial payments, further lowered by extending to loan to 40 years was designed to allow for considerably higher loan amounts without exceeding debt ratio limits. Each units at Washington Mutual; was competing for increasing overall monthly loan volume (Total Combined Loan Amount). Based on the assumption that the borrower would likely refinance within 3 years, the creators of these products did not seriously consider the consumer still having to make payments on this loan after August of 2010.

*It should be noted that this is a Neg Am loan, with a 115% Cap. Should the deferred interest reach the 115% cap, the loan will recast, turning into a fully amortized loan (often tripling payments) on that date, which is often not an anticipated change date. The loan also has a schedule recast date of October 1, 2012.*

**August 6, 2007** dated ADJUSTABLE RATE NOTE, executed by Jean Barton in favor of Washington Mutual Bank, FA. for the amount of \$456,500.00. The Note provided does not have an endorsement or an Allonge releasing interest in the Note to another party.

**August 6, 2007** dated DEED OF TRUST between Byron L. Barton and, Jean Barton, Husband and Wife, as Trustors ("Borrowers") and Washington Mutual Bank, FA, as Beneficiary, to First American Title Ins., Co., as ("Trustee") for the amount of \$456,500.00 encumbering a property at 6548 41st Avenue SW, Seattle, Washington 98135. The Document was Recorded 08/14/2007 as Document No. 20070814001628, King County, WA.

**September 9, 2011** recorded UCC FINANCING STATEMENT listing Chase as a Debtor to Jean Marie Barton as Secured Party listing the above 1st Note and an additional 2nd Note for \$207,500 being secured under the UCC Financing Statement.

**September 13, 2011** dated FAILURE TO ANSWER PROOF OF CLAIM AND NOTICE OF DEFAULT was executed by Jean Marie Barton, advising Chase that they have defaulted on its claim, and that it failed to allow a visual inspection of "The Original Wet Ink Signature Promissory Note", failed to provide a GAAP accounting and general ledger, and to clarify via affidavit that a) the debt is valid and no discharge has occurred, b) No tax credit was received for the discharge (if any) of the debt, c) The debt has not been satisfied in full when the loan was securitized and d) that the company has authority to collect the alleged debt.

**September 19, 2011** dated AFFIDAVIT OF TRUTH, executed by Jean Marie Barton, under oath stating that she sent a request for Proof of Claim by certified mail on August 24, 2011, which was not responded to. She further states that the Respondent (Chase), is now in DEFAULT and WITHOUT RECOURSE.

**September 19, 2011** dated REVOCATION OF POWER OF ATTORNEY was executed by Jean Marie Barton, revoking the power of attorney clause in the Deed of Trust (security instrument) recorded in the King County of Records # 20070814001628 and # 20070814001629, empowering First American, a California corporation to act as "Trustee", and Washington Mutual bank, ITS SUCCESSION OR ASSIGNS to act in my behalf as my true and lawful attorney. The document was recorded on 9/19/2011 as document # 20110919001034, King County, WA.

**September 19, 2011** dated NOTICE OF INTENT TO PRESERVE AN INTEREST, executed by Jean Marie Barton. The document states it is intended to preserve a security interest in real property from extinguishment pursuant to section 880.320 et seq of the Civil Code of the State of California. The Notice states that Chase was requested to answer a Proof of Claim, and failed to comply within 30 days. The document was recorded on 9/19/2011 as Document No. 20110919001035, King County, WA.

**December 29, 2011** dated AFFIDAVIT & PUBLIC NOTICE REFERENCE FRAUDULENT ACTIVITY RELATED TO THIS PROPERTY, executed by Jean Marie Barton.

**June 30, 2010** dated NOTICE OF TRUSTEE'S SALE executed by Deborah Brignac, Vice President of California Reconveyance Company, as Trustee Setting an auction sale (Trustee's Sale) for July 27, 2010 at 10:00 AM, at the South entrance to the County Courthouse, 220 West Broadway, San Diego, CA. The Document was Recorded July 02, 2010 as Document No.2010-0335053, Official Records, San Diego County Recorder's Office.

**September 29, 2010** dated QUIT CLAIM DEED, executed by Sean Park and Michelle Park, as Trustees of the Sean and Michelle Park Family Trust dated July 2, 2003. granting all interest in the above reference property to Sean M. Park. The document recorded on September 29, 2010 as document number 2010-0520448, Official Records, San Diego County Recorder.

**June 08, 2011** dated NOTICE OF TRUSTEE'S SALE executed by Casey Kealoha, Assistant Secretary of California Reconveyance Company, as Trustee Setting an auction sale (Trustee's Sale) for July 01, 2011 at 10:00 AM, at the South entrance to the County Courthouse, 220 West Broadway, San Diego, CA. The Document was Recorded June 10, 2011 as Document No.2011-0295893, Official Records, San Diego County Recorder's Office.

**April 27, 2012** dated NOTICE OF TRUSTEE'S SALE executed by Maria Mayorga, Assistant Secretary of California Reconveyance Company, as Trustee Setting an auction sale (Trustee's Sale) for May 18, 2012 at 10:30 AM, at the entrance to the East County Regional Center by statue, 250 E. Main Street, El Cajon, CA 92020. The Document was Recorded April 27, 2012 as Document No. 2012-0246261, Official Records, San Diego County Recorder's Office.

**May 7, 2013** dated NOTICE OF DISCONTINUANCE OF TRUSTEE'S SALE was executed by Paul Hitchings, Assistant Secretary of Quality Loan Service Corporation of Washington, discontinuing the Trustee's Sale set by the Notice of Trustee's Sale recorded on 4/5/2013, under Auditors number 20130405001344. The document was recorded electronically as 20130509001797 on 5/09/2013, King County Washington.



**May 9, 2013** dated NOTICE OF DISCONTINUANCE OF TRUSTEE'S SALE was executed by Timothy Donlon, Assistant Secretary of Quality Loan Service Corporation of Washington, discontinuing the Trustee's Sale set by the Notice of Trustee's Sale recorded on 4/5/2013, under Auditors number 20130405001344. The document was recorded electronically as 20130510002193 on 5/10/2013, King County Washington. *It should be noted that this document cancels the exact same Trustee's sale as the document immediately above.*

**September 16, 2013** dated LETTER FROM CHASE responding to a letter from the consumer. The letter indicates that a HUD-1, loan application, Note, Loan Transaction History, etc were enclosed, however nothing was included attached to the letter. The letter indicates that the Servicer of the Loan is JPMorgan Chase Bank N.A., and that the Investor of the Loan is JPMorgan Chase Bank N.A. It also indicates that it acquired Servicing of the loan on September 25, 2008 and that the Loan is due for July 1, 2009, with a scheduled foreclosure sale date of December 6, 2013.

**October 17, 2013** dated Federal Home Loan Mortgage Corporation (FHLMC) internet query: No. Our records show that Freddie Mac is not the owner of your mortgage.

**October 17, 2013** dated Federal National Mortgage Association (FNMA) internet query- Fannie Mae Loan Lookup Results: No Match Found

**The rest of this page left blank intentionally**

---

## SUMMARY AND CONCLUSION

In preparation for this narrative summary, the auditor has thoroughly reviewed each document submitted for review. Above is the verified timeline that applies to this Loan. In addition, information from other sources has been researched and included as deemed appropriate. Although not expressly stated in the Client Intake Sheet, it is assumed that the purpose of the Borrowers engagement of this review is to determine whether the foreclosing party has legal standing to sell the property; and, if not, whether information ascertained in conjunction with this audit might assist in either 1) further delay and/or 2) prevent outright the foreclosure of the property.

It should be noted that the primary document for review in an audit is the Promissory Note. We have been provided with a copy of the Note, which contains the borrower's signature, however it is stamped as a true and correct copy by the closing attorney, indicating that the copy was made in 2007 at the time of signing. We do not see that the original Note has been provided to the borrower for inspection, as allowed for under the Uniform Commercial Code. We do not see any assertion by the lender that it has lost the original note (a Lost Note Affidavit).

We have not been provided with an Assignment of Deed of Trust, transferring beneficial interest of the Deed to any other entity. We do not see that this loan has been securitized in a Mortgage-Backed transaction.

We have not been provided with a Substitution of Trustee appointing Quality Loan Service Corp. of Washington to act as a foreclosure trustee on behalf of the Deed of Trust.

We have recently reviewed the sworn testimony of Lawrence Nardi, an officer of JPMorgan Chase Bank, N.A. and the Operations Unit Manager that handles contested and litigated matters with inside and outside counsel. The deposition was taken on May 9, 2012 in the matter of JPMorgan Chase Bank, N.A. vs Sherone Waisome, et al In The Circuit Court of the Fifth Judicial Circuit, in and for Lake County, Florida. The deposition has been included as an exhibit, and it appears that a schedule (list) of the loans that JPMorgan Chase Bank, N.A. acquired from Washington Mutual does not exist. Loans may have been sold or paid off under Washington Mutual, but apparently JPMorgan Chase is trying to do "the best they can with what they have" from WAMU.

We do not see that JPMorgan Chase has shown standing to foreclose in this matter. We do not see that JPMorgan Chase has been able to produce the original note. We do not see that JPMorgan Chase has presented proof that this is a loan that it purchased in the acquisition of WAMU assets.

If it is determined that the Note and Deed of Trust are held by different entities, the loan would be considered bifurcated\*, and the security instrument would no longer have the validity to foreclose on the property.

**\*Bifurcated**

In *Carpenter v. Longan* 16 Walls. 271, 83 U.S. 271, 274, 21 Led. 313 (1872), the United States Supreme Court stated, "The note and mortgage are inseparable; the former as essential, the latter as an incident. An assignment of the note carries the mortgage with it, while assignment of the latter alone is a nullity." The obligation can exist with or without security but a security interest cannot without the underlying existing obligation ... so if all you get is the mortgage and not the note, that's pretty much worthless, or you have a Note without collateral.





## **Certification of the Auditor**

**I certify that I have completed this audit based on documents provided to me and independent research and verification of public records. My conclusions are based on 25 years of mortgage banking experience including loan origination, compliance, loan sales and securitization, as well as loan servicing and securities trust reporting for publicly traded companies.**

### **My prior experience has been:**

**2001 – 2008      ENCORE CREDIT CORP, IRVINE, CA**  
**Director of Loan Administration**

One of five founders in the formation of a nationwide wholesale mortgage lender with responsibility for coordination of a highly skilled and experienced team of mortgage professionals including, but not limited to: Corporate Services, Information Systems, Policies & Procedures, Programs, Licensing, Compliance, Underwriting, Funding, Servicing, Warehousing, Audit and Secondary Marketing, including Securitization and Trust Reporting. As we leveled out at 500 MM per month, we brought in additional executives to take over a number of departments. I focused on securitization, servicing and asset management. When Bear Stearns acquired the Encore operation, I transitioned to ECC Capital, the publicly traded REIT and parent that managed 6,000 in securitized loans that Encore originated and ECC remains the Servicer of. In 2009, I became a consultant to ECC and several other lender/servicers.

**1997 to 2001      NEW CENTURY MORTGAGE CORPORATION, IRVINE, CA**  
**Vice President, Wholesale Operations**

Managed wholesale lending operations, broker approval, executive information management/reporting, wholesale shipping and legal/fraud investigation. Authorized for Level 1 (highest) underwriting authority. Acted as Wholesale Division liaison with Legal, Compliance, Accounting, Information Technology, Secondary Marketing and Risk Management

**1987 to 1997      Numerous mortgage companies in Executive Management, focusing on operations, underwriting/funding, credit lines and secondary marketing.**

**Patrick Williams**  
**Paladin Securitization Auditors**  
**February 20, 2014**

Foreclosure Defense Programs

Phone 541-844-1830 541-844-1830

[www.foreclosuredefenseprograms.com](http://www.foreclosuredefenseprograms.com)

Sign up for our Foreclosure Defense Newsletter Here

[http://visitor.r20.constantcontact.com/d.jsp?](http://visitor.r20.constantcontact.com/d.jsp?llr=cz4inspab&p=oi&m=1116235661090&sit=5ds4ghoib&f=b720a312-fa0b-4206-8135-16bf3e433109)

[llr=cz4inspab&p=oi&m=1116235661090&sit=5ds4ghoib&f=b720a312-fa0b-4206-8135-16bf3e433109](http://visitor.r20.constantcontact.com/d.jsp?llr=cz4inspab&p=oi&m=1116235661090&sit=5ds4ghoib&f=b720a312-fa0b-4206-8135-16bf3e433109)

Mortgage analysis as a credible part of a legal defense against foreclosure. All Courts, all States.

Foreclosure Defense Programs uses some of the best securitization auditors in the business. Our Sr. Auditor has nearly 30 years experience as a high level officer and Sr. vice president of some of the Most successful mortgage banks in the nation. He has been deposed in foreclosure cases hundreds of times. Foreclosure Defense Programs has become a firm providing mortgage analysis services designed for use by attorneys. Others are welcome to order these services with the understanding that the issuance's provided to attorney clients may include information not provided to others and that some products and services are not available to non-attorneys. Our audits are intended to provide verifiable proof that the party foreclosing is most likely not a party of interest, and in over 90% of the cases those are the results. Most Foreclosing Parties have NO RIGHT to do so.

CONFIDENTIALITY NOTICE: This email, and any attachments thereto, is intended only for use by the addressee(s) named herein and may contain legally privileged and/or confidential information. If you are not the intended recipient of the email, you are hereby notified that any dissemination, distribution or copying of this e-mail, and any attachments thereto, is strictly prohibited. If you have received this e-mail in error, please immediately notify me at (541) 844-1830. (541) 844-1830 and permanently delete the original and any copy of any email and any printout thereof.

Call

Send SMS

Add to Skype

You'll need Skype CreditFree via Skype

--

Thomas W. Hargreaves

CEO

Foreclosure Defense Programs

Phone 541-844-1830:541-844-1830

[www.foreclosuredefenseprograms.com](http://www.foreclosuredefenseprograms.com)