

Short Sales Scams & Questionable Practices

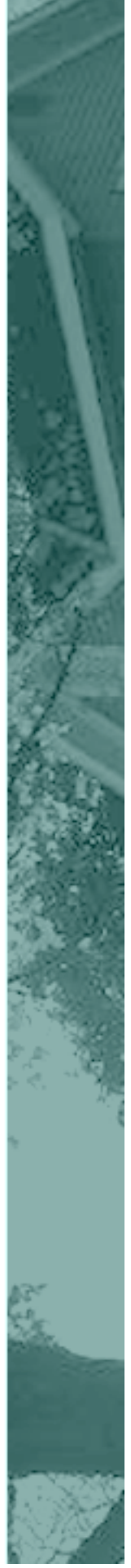
**Matthew B. Sager
Senior Underwriting Counsel
First American Title Insurance Company**



First American

**MARI Fraud Index (MFI)^{iv}
By State
(2003-2007 All Originations)**

State	2007		2006		2005		2004		2003	
	Rank	MFI	Rank	MFI	Rank	MFI	Rank	MFI	Rank	MFI
Florida	1	215	1	217	3	169	5	180	7	159
Nevada	2	204	6	120	14	85	37	27	13	112
Michigan	3	200	3	141	2	200	3	207	4	176
California	4	170	2	204	8	121	18	66	22	55
Utah	5	156	11	95	7	124	6	168	3	181
Georgia	6	125	4	123	1	311	1	417	1	499
Virginia	7	114	14	68	24	49	30	39	37	28
Illinois	8	107	8	102	4	159	7	134	10	145
New York	9	94	9	99	11	106	12	101	14	109
Minnesota	10	90	5	121	9	121	17	72	27	47



2008 Mortgage Fraud Types ^{iv}					
Fraud Classification	Mortgage Origination Year (All States)				
	2008	2007	2006	2005	2004
Application	61%	62%	67%	67%	65%
Tax Return/Financial Statements	28%	17%	18%	18%	24%
Appraisal/Valuation	22%	19%	16%	20%	23%
Verification of Deposit (VOD)	21%	24%	19%	17%	16%
Verification of Employment (VOE)	15%	12%	11%	10%	12%
Escrow/Closing Documents	10%	12%	11%	11%	11%
Credit Report	4%	9%	14%	11%	9%



Short Sales



ENT 85386: 2009 PG 1 of 1
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2009 JUN 05 11:57 AM FEE 10.00 BY SS
RECORDED FOR CARDON DOW & WEEKES, LLC
ELECTRONICALLY RECORDED

WHEN RECORDED RETURN TO:

CARDON DOW & WEEKES, LLC
1145 SOUTH 800 EAST, STE. 134
OREM, UTAH 84097-2713

Notice of Rescission

We, Sean S. Peart and Tracy Peart (the "Owners"), owners of the property located at 2338 North 950 West Pleasant Grove, Utah 84062, in Utah County, Utah, and more particularly described as:

LOT 27, PLAT C, MEADOWS AT NORTHFIELD SUBDIVISION,
ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE AND
OF RECORD IN THE UTAH COUNTY RECORDER'S OFFICE

TAX/PARCEL NO: 46-560-0027

Do hereby provide notice of the exercise our right of rescission, pursuant to 15 U.S.C. 1600 et seq., with regard to the loan from MetLife Home Loans (the "Lender") dated 10/27/2008, which loan is secured by that certain Trust Deed dated 10/27/2008 and recorded on 10/31/2008 as Entry No. 117969:2008 of Official Records. The exercise of this right renders said Trust Deed null and void.

DATED: June 26, 2009


Sean S. Peart


Tracy Peart

STATE OF UTAH
COUNTY OF UTAH

ON THIS 26th day of June, 2009, before me personally appeared Sean S. Peart and Tracy Peart, Owner(s), known to me or proven upon satisfactory evidence, and acknowledged that she/he/they executed the foregoing instrument.


Notary Public



Recording requested by and when recorded, mail this Deed and Tax Statements to:

STEPHANIE REYNOLDS
10291 S. 1300 E. 101
SANDY, UTAH 84094

Original Record:
Entry # 9698031
Book / Page # 49282/3031
Date Recorded: 4/19/06

10703009
05/14/2009 04:34 PM \$16.00
Book - 9723 Pg - 2274-2277
GARY W. OTT
RECORDER, SALT LAKE COUNTY, UTAH
STEPHANIE REYNOLDS
BY: TMM, DEPUTY - MJ 4 P.

FULL RE-CONVEYANCE

The DEED OF TRUST, released by this instrument is as follows:
GRANTOR(S): STEPHANIE REYNOLDS
SUCCESSOR IN INTEREST TO GRANTOR(S): NONE
BENEFICIARY: MEIS INC., PO BOX 2026, FLINT, MI 48501

EXECUTED: 04/04/2006
RECORDED: 4/19/2006
ENTRY # 9698031
BOOK/PAGE # 49282/3031
COUNTY OF RECORD: SALT LAKE

This FULL RE-CONVEYANCE secured by the aforementioned DEED OF TRUST has been fully SATISFIED. DATE SATISFIED: May 14, 2009 for consideration of EIGHTY THREE THOUSAND THREE HUNDRED DOLLARS, \$83,300.00 USD. SATISFACTION GRANTED/RECEIPT OF CONSIDERATION ACKNOWLEDGE BY: CITIMORTGAGE/MERS, INC.

This FULL RE-CONVEYANCE was satisfied, which also satisfied / released the lien and any return of monies that was held by CITIMORTGAGE, MERS INC., and/or any other TRUSTEES, SUCCESSOR TRUSTEES, SUBSTITUTES, or BENEFICIARIES. Property is currently held in Grantor's possession without further obligation. No written objection to the execution or re-recording of this release and re-conveyance has been received from any / all entitled parties after due NOTICE was mailed on April 10, 2009. The DEED OF TRUST set forth herein is FULLY RELEASED and SATISFIED.

Property Address: 10449 HYACINTH CIRCLE, SANDY, UTAH 84094.

Legal Description: LOT 26, WHITE CITY #32, ACCORDING TO THE OFFICIAL PLAY THEREOF, RECORDED IN THE OFFICE OF THE SALT LAKE COUNTY RECORDER, IN THE STATE OF UTAH.

APN/Tax ID/Parcel # 28-17-276-010

the same being FULLY and COMPLETELY RE-CONVEYED to the lawful possessor, "STEPHANIE REYNOLDS, 10291 S. 1300 E. 101 SANDY, UTAH 84094."

See also the attached hereto, as this FULL RE-CONVEYANCE evidences the sole purpose of Notice of Change in Trustee and Beneficiary appointments ONLY. Dated May 14, 2009

Stephanie Reynolds
Authorized Compliance Agent for Beneficiary

JURAT

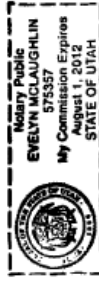
State of UTAH

County of SALT LAKE

ss

Subscribed, sworn to, and affirmed before me on, May 14, 2009 by STEPHANIE REYNOLDS, proved to me on the basis of satisfactory evidence to be the Private Individual(s) who appeared before me.

[Signature]
Notary Public (seal)



NON-NEGOTIABLE

NOTICE OF DEFAULT
SELF-EXECUTING CONFESSION OF JUDGMENT & POWER OF ATTORNEY
NOTICE OF CANCELLATION
AFFIDAVIT OF FACTS

NOTICE TO AGENT IS NOTICE TO PRINCIPAL
(in their private and public capacity)

NOTICE TO PRINCIPAL IS NOTICE TO AGENT
(in their private and public capacity)

Applicable to all Successors and Assigns

Claim #SR / USBank 8381 02/10/09

VERIFICATION

Salt Lake county)
Utah state) VERIFIED DECLARATION

I, Stephanie Reynolds, agent - SECURED PARTY, a Private Individual in the state of Utah, one of the united states of America, declare under penalty of perjury under the laws of the united states of America, that I am competent to be a witness and that the facts contained herein are true, correct, complete, and not misleading, to the best of my knowledge.

I, also explicitly reserve my right not to be held liable nor compelled to perform under any undisclosed contract that I have not entered into knowingly, voluntarily, and intentionally pursuant to U.C.C. 1-308 with explicit reservation of all my unalienable rights in harmony with common law pursuant to U.C.C. 1-103.6. I also reserve all rights as provided for in US Code Title 15.

Date: May 14, 2009

To: ANDREW CECERE, Fiduciary
dba U.S. BANK HOME MORTGAGE
800 NICOLLET MALL
MINNEAPOLIS, MN. 55402
CERTIFIED MAIL #: 7008 3230 0000 6946 9153

To: JANET MESSER
dba U.S. BANK HOME MORTGAGE
4801 FREDERICA STREET, P.O. BOX 20005
OWENSBORO, KY 42301
CERTIFIED MAIL #: 7008 3230 0000 6946 9146

RE: STEPHANIE REYNOLDS
10291 S 1300 E 101
SANDY, UTAH 84094
Loan # 6800138381

NOTICE OF DEFAULT, SELF-EXECUTING CONFESSION OF JUDGMENT & POWER OF ATTORNEY, NOTICE OF CANCELLATION, AFFIDAVIT OF FACTS
Form # SRUSBANK 8381 02/10/09 Page 1 of 7

BK 9723 PG 8003

Recording requested by and when recorded, mail this
NOTICE to:

10449 S Hyacinth Circle
Sandy, UT 84094

10764872
07/29/2009 01:57 PM \$10.00
Book - 9750 Pg - 1802
GARY M. OTT
RECORDER, SALT LAKE COUNTY, UTAH
MERRILL RAY CHANDLER
10291 S 1300 E #110
SANDY UT 84094
BY: ZJM, DEPUTY - UT 1 P.

NOTICE OF CLAIM
(Utah Code Ann. §88-1-7)

COMES NOW, Sharon Chandler performing services and/or furnishing materials and/or equipment for the improvement of the property described as LOT 26, WHITE CITY #32 AS RECORDED AT THE OFFICE OF THE SALT LAKE COUNTY RECORDER and would state as follows:

1. The above-described property is owned by STEPHANIE REYNOLDS, of 10291 S 1300 E 101 SANDY, UTAH 84094.

LEGAL DESCRIPTION:

2. The undersigned lien claimant was contracted by STEPHANIE REYNOLDS for services related to the subject property named herein for the amount of **\$149625.00** (see Exhibit A).
3. The undersigned lien claimant entered a contract with STEPHANIE REYNOLDS on the 12/01/06, and the contract has not been satisfied nor paid under the terms and conditions therein in the amount of **\$149625.00**.
4. The undersigned perfected lien claimant, Sharon Chandler, may be reached at the following address and phone number: **10449 S Hyacinth Circle Sandy, UT 84094, 801-842-9870**


Sharon Chandler

(enclosures)

JURAT

State of UTAH

County of SALT LAKE

Subscribed, sworn to, and affirmed before me on 07/09/09, by Sharon Chandler who proved to me on the basis of satisfactory evidence to be the natural person who appeared before me.


Notary Public

(seal)



ENT 12965:2009 Pg 1 of 1
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2009 Feb 09 11:46 AM FEE 10.00 BY ED
RECORDED FOR GARCIA, ANTHONY

ENT 12966:2009 Pg 1 of 1
RANDALL A. COVINGTON
UTAH COUNTY RECORDER
2009 Feb 09 11:46 AM FEE 10.00 BY ED
RECORDED FOR GARCIA, ANTHONY

When recorded, please return to:
Anthony Garcia
6624 west Canterbury Dr.
Highland, UT 84003

WHEN RECORDED MAIL TO:
Aspen Home Loans L.C.
826 East St Rd Ste 100
American Fork UT 84003

DEED OF RECONVEYANCE

That certain Deed of Trust, dated January 11, 2008 and recorded as Entry No. 5441:2008 in the records of the Utah County Recorder, Utah County, Utah, with CitiMortgage, Inc. as beneficiary, Ronald Espinueva as borrower, and First American Title Company as the trustee, is hereby reconveyed in full, without warranty, to the parties legally entitled thereto. Property affected:

Lot 5, Plat B, Hyde Estates Subdivision, Highland, Utah, according to the official plat thereof, on file and of record in the Office of the Utah County Recorder.

Tax ID No. 41-642-0005

DATED this 11 day of January, 2009.


Trustee

STATE OF UTAH)
ss.
COUNTY OF UTAH)

On the 04 day of January, 2009, personally appeared before me, Lesly Petersen, the signer of the above instrument, who duly acknowledged to me that he/she executed the same.


Notary Public
Residing at:
My Commission Expires:



QUIT CLAIM DEED

Ronald Espinueva, whose address is 2728 Beachside Court, Las Vegas, NV, 89117,

Grantor, hereby QUIT CLAIMS to Anthony Garcia, Grantee, whose address is 5344 W.

Willem Pl., Highland, UT 84003, for the sum of \$10.00 and other valuable consideration, the following described real property located in Utah County, State of Utah:

Lot 5, Plat B, Hyde Estates Subdivision, Highland, Utah, according to the official plat thereof, on file and of record in the Office of the Utah County Recorder.

Tax ID No. 41-642-0005

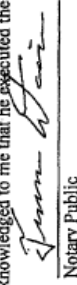
By executing this deed, Grantor irrevocably releases and transfers to Grantee her entire beneficial interest in the property described herein.

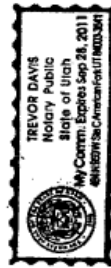
DATED this 4th day of February, 2009.


Ronald Espinueva

STATE OF UTAH)
:ss
COUNTY OF UTAH)

On the 4th day of February, 2009, personally appeared before me Ronald Espinueva, the signer of the foregoing instrument, who duly acknowledged to me that he executed the same.

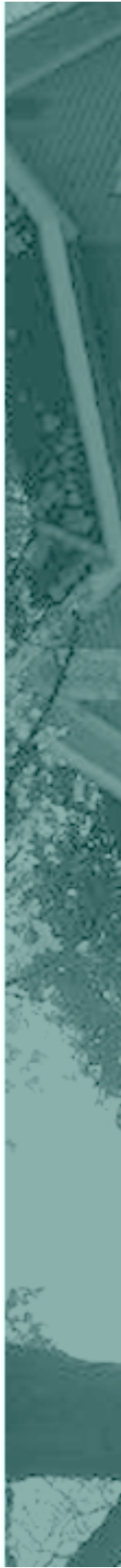

Notary Public




Ronald Espinueva



Ronald Espinueva - Borrower



When Recorded
Return To
Freehold Licensing
P.O. Box 6193
Round Rock TX. 78683

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NOTICE TO CLOSING AGENT, SELLER AND PURCHASER
THIS INSTRUMENT MAY REQUIRE COLLECTION OF A FEE,
CHARGE OR ASSESSMENT IN CONNECTION WITH CONVEYANCE OF TITLE.

Instructions to Closing Agent: Check the official public records for subsequent amendments to this Instrument. Check paragraph 6 of this Instrument for exempt sales. For non-exempt sales made before expiration of this Instrument (see paragraph 2), collect one percent (1%) of the Gross Sales Price from the Seller (see paragraph 5), retain Closing Agent fee (see ¶13e) and remit balance to Trustee (see paragraphs 9, 14). Contact Trustee with inquiries related to this Instrument and for assistance with closing. See also ¶13.

KNOW ALL MEN BY THESE PRESENTS THAT this Declaration is made by **Christopher L. Cox**, whose mailing address is 793 Charleston St., Sandy, UT 84094 (hereinafter "Declarant") together with all of Declarant's heirs, successors and assigns and is as follows:

WITNESSETH:

WHEREAS, Declarant is the present owner of that certain real property ("Property") located in Washington County, State of Utah, described as follows:

Assessor Parcel #(s): **SG-LOSG-2-235**

The real property located in Washington County, Utah, commonly known as 5124 N. Rising Sun Cir., St. George, UT 84790, and as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS that Declarant hereby declares that the Property shall be held, sold, subjected to and conveyed subject to the following covenants, conditions, restrictions, charges, obligations, duties and Liens, ("Covenants");

1. **DEFINITIONS.** In addition to words and phrases defined elsewhere in this Instrument, the following definitions shall apply:
 - a. "Beneficiary" shall refer to each party listed in ¶17 of this instrument, including successors and assigns.
 - b. "Closing Agent" shall have its customary meaning within the real estate industry, and generally shall refer to the party responsible for facilitating a closing, usually either a title company, attorney or escrow agent who prepares paperwork and conducts a closing related to the Transfer of Title. Also referred to as the "settlement agent".

File #





JON M. HUNTSMAN, JR.
Governor

D. KENT MICHIE
Insurance Commissioner
Utah Insurance Department

BULLETIN 2007-1

To: All Title Insurance Insurers, Agencies and Producers
From: D. Kent Michie, Utah Insurance Commissioner,
and the Title and Escrow Commission
Subject: Prohibited Escrow Settlement Closing Transactions

Due to the large number of "land flip" transactions and the use by real estate agents of the Simultaneous Closing Addendum to Real Estate Purchase Contract (a copy of which is attached), and due to the fact that "flipping" real estate often involves fraud, the Utah Insurance Commissioner and the Title and Escrow Commission have determined the following structure to be the only permitted method of acting as escrow wherein the same parcel of property is purchased and then immediately sold.

The transactions effected by this bulletin are those transactions in which Seller "A" contracts with Buyer "B" to sell a parcel of property. Buyer "B" then contracts with Buyer "C" to sell the same parcel of property. Buyer "B" anticipates acquiring the parcel and selling the parcel at or near the same time.

The transaction between Seller "A" and Buyer "B" must close independently from the transaction between Buyer "B" and Buyer "C." The funds deposited by Buyer "C" may not be used to fund the closing between Seller "A" and Buyer "B." Buyer "B" must provide funds independent of the funds generated by Buyer "C."

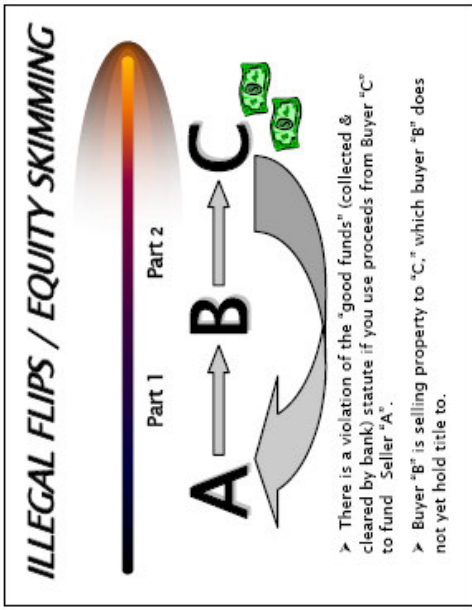
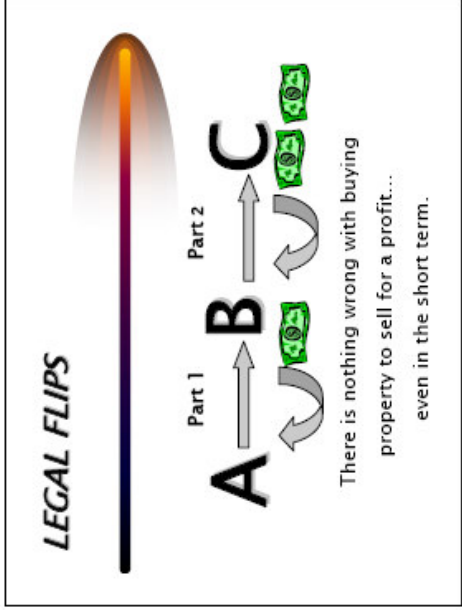
A policy of title insurance must be issued in the Seller "A" to Buyer "B" transaction and in the Buyer "B" to Buyer "C" transaction. Each real estate transaction must stand on its own. Buyer "B" must close with Buyer "B's" own good funds and record so that Buyer "B" is in title prior to the second transaction closing and recording.

The above structure insures compliance with 31A-23a-406 and R590-153-5.

31A-23a-406. Title insurance producer's business.

(1) A title insurance producer may do escrow involving real property transactions if all of the following exist:

- (a) the title insurance producer is licensed with:



Dated this 30th day of January, 2007.

D. KENT MICHIE
Utah Insurance Commissioner

