




Florida Webinar:

# Claims Close Up

How to Avoid and  
Prevent Them!

Presented by:  
Jeffrey Leung  
Sr. VP, National Manager Claims





Claims

Consulting

# What Do Title Claims Look Like?

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- Owner claims – vesting, prior liens, easements, encroachments, boundary disputes, heirs, fraud or forgery
- Owner claims results in an immediate loss to the insured
- Lender claims – similar to those of owner claims, but may include additional coverages such as bankruptcy claims, mechanics' liens, etc.
- Liability under a Loan Policy differs significantly from a loss under an Owner's Policy

# Measure of Damages

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Differences between (1) Title Claims and (2) Escrow and Settlement Services Claims:

(1) Title Claims are subject to the terms of the title policy and are typically capped by the policy amount.

- Do you know the differences of the measure of damages under an owner's policy v. a loan policy?

(2) There are no caps on liability for Escrow and Settlement Services Claims

- Do you know the coverages provided by your E&O Policy? Fidelity Policy? Cyber Crime Policy?
- Coverage limits?

# Claims Data 2015 - 2019

## WFG National Title - Claims Data As of 03/31/2019

	2015	2016	2017	2018	2019 thru Mar
<b>Claims Volume</b>					
No. submitted	1285	1481	2268	2187	524
Avg claims/biz day	4.94	5.90	9.04	8.75	8.32
Annual Loss Ratio	2.40%	3.20%	2.70%	3.70%	Unknown
	<b>2015 Annual Loss and Expense Totals</b>	<b>2016 Annual Loss and Expense Totals</b>	<b>2017 Annual Loss and Expense Totals</b>	<b>2018 Annual Loss and Expense Totals</b>	<b>2019 Reporting Loss and Expense Totals - thru Feb</b>
Gross Loss	\$2,616,701	\$5,223,731	\$6,042,810	\$5,685,740	\$255,980
Recoupments	(\$598,035)	(\$1,350,295)	(\$1,916,312)	(\$2,167,195)	\$454,728
Net Loss	\$2,018,666	\$3,873,436	\$4,126,498	\$3,518,545	\$198,748
Expenses	\$3,329,013	\$4,053,541	\$4,389,206	\$6,081,798	\$702,329
<b>Loss &amp; Exp Totals</b>	<b>\$5,347,679</b>	<b>\$7,926,977</b>	<b>\$8,515,704</b>	<b>\$9,600,343</b>	<b>\$503,581</b>

# Claims By ALTA Codes - 2018

ALTA Code	Description	Losses and Expenses	Percentage of LAE
A	Basic Risk	360.00	0.01%
A1,A2	Fraud and Forgery	2,194,951.52	42.07%
A3,A4,A5	Vesting, heirs and marital rights	226,517.26	4.34%
A6	Assumed Risks	56,842.40	1.09%
A6a,A6b	Off-record rights/access	40,051.54	0.77%
A6c - A6x	Misc owner coverages	187,018.49	3.58%
B - B4bb	Special risks, mechanic liens, etc	11,299.47	0.22%
B4c	Prior Mortgages or Judgments	637,838.08	12.23%
B4d - B4z	Misc lender coverages	5,000.00	0.10%
C - C5	Search Errors	652,420.23	12.51%
D	Exam Errors	16,447.41	0.32%
D1 - D3	Unforeseen risk/Irregular omission	315,142.78	6.04%
E - E2	Legal Description Errors	212,724.85	4.08%
F - F6	Escrow or Post Closing	369,888.21	7.09%
H	Taxes and Special Assessments	247,229.54	4.74%
I - K3	Other - non-coverage, etc	43,517.05	0.83%
<b>Total</b>		<b>5,217,248.83</b>	

# Claims Arising from Escrow or Settlement Services

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1. Paying attention to the details
2. Failure to follow instructions
3. Incorrect payoff information – who is providing the payoff?
4. Do you understand the transaction?

# First Poll Question





# Answer!

B. The Policy Amount

# HUD Save Your Home Mortgages

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- Owner purchases property and finances the acquisition with a purchase money loan from Lender X
- Owner defaults on the purchase money loan
- Lender X commences the foreclosure process
- Lender X as required by law advises Owner of loan programs to prevent the foreclosure; one such program is the HUD Partial Claim Program
- Owner with the assistance of Lender X obtains approval of the Partial Claim loan
- HUD advances the sums payable to Lender X to cure past due amounts
- Owner is not required to pay off or pay down the amounts advanced by HUD; the Owner is required to payoff the HUD Deed of Trust/Mortgage when the subject property is refinanced, sold or transferred

# HUD Save Your Home Mortgages

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- The HUD advances are **not** added to the principal amount of the Lender X loan
- HUD requires and obtains a second deed of trust secured by the subject property (in some cases, Lender X's name is included within the HUD Deed of Trust/Mortgage, even though Lender X is not the mortgagee/beneficiary)
- Several years later, Owner enters into a contract to sell the property
- The escrow/settlement provider submits payoff demand to Lender X
- The escrow/settlement provider is advised by Lender X that the payoff demand statement is for both the Lender X obligation and the HUD obligation
- The transaction is closed with the HUD obligation remains unpaid

Thursday, January 21, 2016 12:13 PM

*1-800-763-5242*  
*Per BofA*  
*This copy has both liens*  
*76036*  
*info*

SPACE ABOVE FOR RECORDER USE

**WHEN RECORDED MAIL TO:**  
ATTN - HOME RETENTION RECORDING  
Bank of America, N.A.  
11802 Ridge Parkway, Suite 100  
Broomfield, CO 80021  
**PREPARED BY:** *Holt Smith*  
Bank of America, N.A. *11802 Ridge Parkway Ste 100 Broomfield CO 80021*  
FHA/VA Case No. [REDACTED]  
Doc ID [REDACTED] *APN: 4667605*  
See Exhibit B for assignments of record if applicable  
*488487-8888*

**PURCHASE MONEY DEED OF TRUST**

*Trustee: Michael H. Peterson*  
THIS PURCHASE MONEY DEED OF TRUST ("Security Instrument"), is given on August 8, 2013. The Trustor(s) are [REDACTED] whose address is [REDACTED], Crowley, TX 76036 ("Borrower"). This Security Instrument is given to the Secretary of Housing and Urban Development, and whose address is Department of Housing and Urban Development, Attention: C&L Service Corp./ Morris-Griffin Corp. 2488 E 81st Street, Suite 700, Tulsa, OK 74137 ("Lender"). Borrower owes Lender the principal sum of \$39,177.40. This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on August 1, 2043. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 2 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower mortgage, warrant, grant and convey to the Lender, with power of described property located in TARRANT County, State of Texas: 616 Brooks Street, Crowley, TX 76036 (See Exhibit A for Legal D applicable) ("Property Address") more particularly described as fo

Investor Loan # [REDACTED]

**WHEN RECORDED MAIL TO:**  
ATTN - HOME RETENTION RECORDING  
Bank of America, N.A.  
11802 Ridge Parkway, Suite 100  
Broomfield, CO 80021

*ORIG MTE \$173,609.00*  
*NEW MTE \$116,921.75*  
*NEW MONEY \$ 0.00*

**Recording Requested By:** *Prepared By: Holt Smith*  
Bank of America, N.A. *11802 Ridge Parkway Ste 100 Broomfield, CO 80021*  
Document No.: [REDACTED] *APN: [REDACTED]*  
*488487-8888* Space Above for Recorder's Use

**LOAN MODIFICATION AGREEMENT**  
(FHA Insured) (FHA-HAMP with Partial Claim)

*Pre-rec-Info: 8/31/2010 Inst# D210211977*  
Borrower ("I"): [REDACTED]

**Lender or Servicer ("Lender"):** Bank of America, N.A.

**Date of first-lien mortgage, deed of trust, or security deed ("Mortgage") and Note ("Note"):** June 25, 2010

**FHA Loan Number:** [REDACTED]

**Property Address ("Property"):** [REDACTED] Crowley, TX 76036

This Document Prepared By:  
COURTNEY VAN HAAFTEN  
WELLS FARGO BANK, N.A.  
3476 STATEVIEW BLVD, MAC# X7801-03K  
FORT MILL, SC 29715  
(800) 416-1472

When recorded mail to: #10887438  
FAMS-DTO Rec  
3 First American Way  
Santa Ana, CA 92707  
WELLS | 1079 24 | PC REC SVC  
RE HUYCKI NONE

Tax/Parcel #: [REDACTED] [Space Above This Line for Recording Data]

FHA Case No.: [REDACTED]

Note - beneficiary/  
mortgagee

### SUBORDINATE DEED OF TRUST

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is effective APRIL 5, 2017 among the Grantor, [REDACTED] (herein "borrower"), whose address is [REDACTED] DRIVE, ARLINGTON, TEXAS 76017. The trustee is J. CLARKE, R. EVANS, T. ROSS OR L. WILLIAMS ("Trustee"), whose address is [REDACTED] SURVEYOR BOULEVARD, SUITE 100, ADDISON, TX, 75001. The beneficiary is the Secretary of Housing and Urban Development, whose address is 451 Seventh Street Southwest, Washington D.C., 20410-8000 (herein "Lender"). Borrower, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in TARRANT COUNTY, State of TEXAS, which has the legal description of

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF:

Which has the Property Address of: [REDACTED] ARLINGTON, TEXAS 76017 (herein "Property Address");

Tax ID [REDACTED]



U.S. Department of Housing and Urban Development

Albany Office  
52 Corporate Circle  
Albany, New York 12203-5121

April 16, 2018

Current Owner  
[REDACTED]

SUBJECT: HUD claim number: [REDACTED]

Dear Current Owner

The purpose of this letter is to advise you that the Department of Housing and Urban Development's (HUD) records reflect that a lien was recorded against the above referenced property. A copy of this lien document is enclosed for your convenience.

HUD's records do not reflect that this lien has been satisfied and we therefore believe that it remains on public records as a valid lien against the subject property. Since HUD's lien could impede your future efforts to sell your home or refinance your mortgage, we believe that you should act now to further investigate this matter.

If HUD's records are accurate and you obtained a title insurance policy when you purchased the home, your title company may be liable to you for not insuring that you acquired clear title to the property. If you obtained a loan to finance the purchase of the home, it is likely that your lender is not aware of HUD's lien and the possibility that HUD may hold a first lien position against your home. Your lender likely has title insurance and they may be willing to assist you in getting HUD's lien satisfied and removed from title.

If you hired an attorney to represent you when you purchased the property, your attorney may be responsible to you for getting HUD's lien removed from your title.

If a title company or any other entity intends to remit payment in order to obtain clear title, they must call HUD at the number below for payment instructions, as HUD's contractor, Novad Management Consulting, no longer services this account.

HUD understands that you may need assistance in resolving this matter. HUD staff is available to assist you. Please contact Kim McManus at 800-669-5152, extension 2847, and we will address any concerns or questions you may have regarding this matter.

Sincerely,

Brian Dillon  
Director, Asset Recovery Division  
Financial Operations Center

Enclosures

<http://www.hud.gov>

<http://espanol.hud.gov>

# The Cost of an Unrecorded Mortgage or Deed of Trust

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- What process do you have in place to ensure follow up of rejected recordings?
  - ✓ Is there a follow-up?
  - ✓ Are safeguards in place to ensure follow-up?
  
- What are the possible consequences of the unrecorded security instrument?
  - Bankruptcy court denies the existence lien creating an unsecured debt
  - Borrower sells without payoff of the prior loan
  - Borrower obtains subsequent secured loan which records ahead of prior loan

# Real Property Taxes and Assessments

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- Vacant property acquired by Owner A
- Owner A obtains purchase money loan from Lender
- Owner A builds new home on subject property
- Owner A defaults on purchase money loan
- Lender forecloses and acquires property
- Lender sells property to 3<sup>rd</sup> party and is insured by WFG
- Title Agent discovers that property taxes were not paid at closing
- Six months after closing Title Agent contacts assessor/tax collector to pay past due taxes
- Assessor/Tax Collector provides tax bill to Title Agent for over \$10K
- Taxes are paid by Title Agent

# So where does the claim arise...

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- Two years later – insured owner sells subject property and at closing is advised that nearly \$28K in unpaid taxes remain outstanding

## Investigation reveals ...



- Through the investigation it is determined that the Title Agent only requested payoff of taxes which required redemption
- The assessor/tax collector did not advise the Title Agent that in addition to the redemption there were back taxes outstanding that are maintained on a separate system
- The title policy covered prior tax liens or taxes due prior to the policy date
- Two lessons – (1) title insurance has value; and (2) knowledge of the jurisdiction that you are providing services

# Second Poll Question



# Answer!

D. All of the Above

# Mail-Aways

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How many remote transactions do you handle? Are you familiar with remote notarization?

The example here is actually a fraud claim but provides an easy example of a simple real estate transaction gone bad:

- Claim is submitted by Mr. Emery stating that an imposter sold his property and the buyer was insured by WFG for a policy amount of \$15,000
- Florida Title Agent's closing file includes a copy of the passport of the imposter as Mr. Emery with a birth year of 1961.
- Chain of title reflect that Mr. Emery acquired the subject property in 1970
- Claim was submitted when Mr. Emery did not receive his annual tax bill

# Mail-Aways Cont'd

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Investigation revealed:

- The real Mr. Emery was born in 1945 (actual passport and DL was provided)
- The Warranty Deed was executed and notarized in France
- The original wire instructions provided account information for a Moscow bank, which was rejected due to the account being closed
- The second wire instructions were wired to a bank in Vietnam

# What Does a Legal Description Claim Look Like?

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1. Typical lot or parcel numbered lot
2. Subdivision lots / parcels
3. Record of surveys
4. Condominiums
5. Complicated metes and bounds

# Legal Descriptions Can Be Difficult to Understand

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The claim was submitted with the following issue:

Legal description needs to be verified because the legal is not consistent or inaccurate between the vesting deed and the reverse mortgages.

There is potential claim as the borrowers acquired Black Acre and the Reverse Mortgage secured White Acre.

The Vesting deed line six shows '...86° 10' 12" West...' The mortgages line four show '...88 degrees 10 minutes 12 seconds West...

**QUITCLAIM DEED**

KNOW ALL MEN BY THESE PRESENTS, that [REDACTED] married, of Belmont County, Ohio, for valuable consideration paid, grants to [REDACTED] [REDACTED] wife of grantor, whose tax mailing address is [REDACTED] Lafferty, OH 43951, the following real property:

Situated in the County of Belmont, in the State of Ohio and in the Township of Union: Being part of Section 11, Township 8, Range 5, and more fully described as follows: Beginning at a point in County Road No. 72 from which the northwest of Section 11 bears North 74° 17' 34" West 3005.10 feet (the bearing on the north line of said section being North 86° 10' 12" West); said beginning point also being on the south line of Carl A. and Sonseeahray L. Tucker's 0.948 acre tract as recorded in Volume 555, Page 428, of the Belmont County Records of Deeds; thence from said place of beginning and with the South line) said 0.948 acre tract South 70° 23" East 243.44 feet, passing on line a one-half inch iron pipe at 22.75 feet, to a one-half inch iron pin at the southeast corner of said D 0.948 acre tract, said iron pin also being on the east right of way line of the old Belmont Central Railroad; thence with the east right of way of said railroad South 17° 05' West 220.44 feet to a five-eighth iron pin (set); thence leaving said right of way North 46° 32' 55" West 33.78 feet to a point in the County Road No. 72, passing on line a five-eighth inch iron pin (set) at 311.03 feet; thence with said road North 51° 02' 14" East 100 feet to the place of beginning, containing 1.00 acre.

Subject to and together with all easements, restrictions and legal highways, if any, of record.

Permanent Parcel No. [REDACTED]

Prior Deed Reference: Volume 795, Page 249, Deed Records of Belmont County, Ohio.

**EXHIBIT A - LEGAL DESCRIPTION**

Tax Id Number(s): [REDACTED]

Land Situated in the Township of Union in the County of Belmont in the State of OH

Situated in the County of Belmont, in the State of Ohio and in the Township of Union: Being part of Section 11, Township 8, Range 5, and more fully described as follows: Beginning at a point in County Road No. 72 from which the northwest of Section 11 bears North 74 degrees 17 minutes 34 seconds West 3005.10 feet (the bearing on the north line of said section being North 88 degrees 10 minutes 12 seconds West); said beginning point also being on the south line of Carl A. and Sonseeahray L. Tucker's 0.948 acre tract as recorded in Volume 555, Page 428, of the Belmont County Records of Deeds; thence from said place of beginning and with the South line) said 0.948 acre tract South 70 degrees 23 minutes East 243.44 feet, passing on line a one-half inch iron pipe at 22.75 feet, to a one-half inch iron pin at the southeast corner of said D 0.948 acre tract, said iron pin also being on the east right of way line of the old Belmont Central Railroad; thence with the east right of way of said railroad South 17 degrees 05 minutes West 220.44 feet to a five-eighth iron pin (set); thence leaving said right of way North 46 degrees 32 minutes 55 seconds West 33.78 feet to a point in the County Road No. 72, passing on line a five-eighth inch iron pin (set) at 311.03 feet; thence with said road North 51 degrees 02 minutes 14 seconds East 100 feet to the place of beginning, containing 1.00 acre.



# How Bad Can a Legal Description Issue Claim Be?

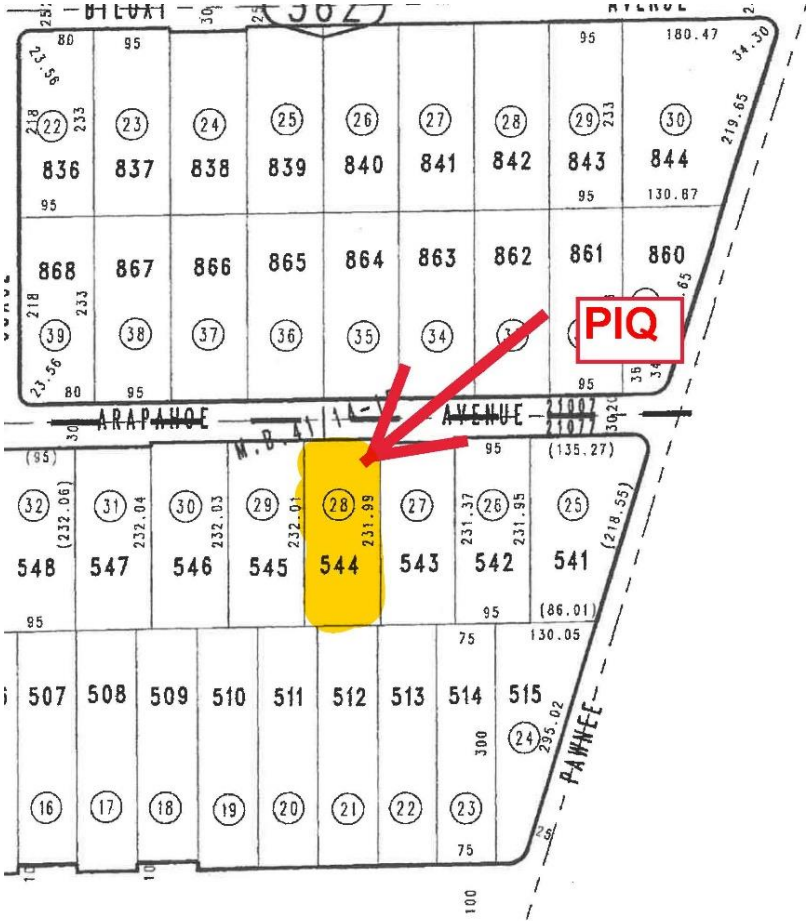
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All that certain real property in the County of San Bernardino, State of California, described as follows:

LOT 544 OF TRACT NO. 3032, APPLE VALLEY RANCHOS, UNIT NO. 3, IN THE CITY OF APPLE VALLEY, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 41, PAGES 14 AND 15 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY.

EXCEPTING THEREFROM AN UNDIVIDED 1/2 INTEREST IN OIL, GAS AND OTHER HYDROCARBONS AND MINERALS NOW OR AT ANY TIME HEREAFTER SITUATE THEREIN AND THEREUNDER, WITHOUT THE RIGHT BY THE GRANTOR TO ENTER UPON THE SURFACE OP, IN, UNDER OR ACROSS THE SAME, AND SUBSURFACE TO A DEPTH OF 500 FEET MEASURED IN A VERTICAL DIRECTION FROM THE EARTH SURFACE OF SAID LAND FOR THE EXPLORATION, DEVELOPING, EXTRACTING OR REMOVING ANY OIL, GAS OR OTHER HYDROCARBONS OR MINERALS FOUND THEREIN, AS CONTAINED IN THE QUITCLAIM AND WAIVER FROM APPLE VALLEY BUILDING AND DEVELOPMENT CO., A CORPORATION, RECORDED JULY 19, 1955, IN BOOK 3694, PAGE 194, OFFICIAL RECORDS.

# The Assessor's Parcel Map



# Satellite View from Google Maps

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# What Did We Insure?

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# Search and Exam Errors

## Understanding the Documents you review ...

- Loan Policy for \$400,000
- Lender is named in an action filed by a prior lender
- Prior Lender's Deed of Trust never recorded
- Prior Lender's Security Interest was established by the recording of "Debtor's Plan of Reorganization with Changes Made at the Disclosure Statement Hearing"
- Loss - \$201,000

# Page from Recorded Bankruptcy Pleading

Case 9:12-bk-11840-RR Doc 41 Filed 10/08/12 Entered 10/08/12 13:21:17 Desc  
Main Document Page 7 of 15


1 terms agreed to by the claimholder, there shall be no deficiency  
2 balance claim.

3       **Class 3.** This class consists of the 1<sup>st</sup> mortgage secured  
4 claim of GMAC Mortgage in the pre-petition amount of \$240,022.55  
5 as of the date of the bankruptcy filing, May 8, 2012, securing a  
6 1<sup>st</sup> mortgage on the real property at 827 Cheltenham, Santa  
7 Barbara, CA rental real property. The monthly mortgage payments  
8 each month is currently \$1,827.34. Debtor is the sole owner of  
9 real property located at 827 Cheltenham Lane, Santa Barbara, CA  
10 and this property is subject to a loan obligation secured by a  
11 first-place trust deed. The loan was originated only in the name  
12 of debtor. This claim is not impaired.

14       The plan treats this claim as follows:

15       The creditor shall have its entire secured claim allowed.

Buried in the  
recorded order



# Another Search and Exam Claim

- Sales transaction for SFR
- Property was subject to a purchase money first deed of trust and a second deed of trust in favor of a hard money lender
- The second deed of trust was not posted to the plant used by WFG
- Escrow received the preliminary title report and upon review notified the title unit that a second deed of trust was recorded against the property and requested that the search be re-checked
- Title unit did not research beyond checking the plant a second time
- The second deed of trust was not posted to the Data Trace plant but was posted to Title Point
- Title unit did not require further inquiry from the seller or the potential second lender
- Transaction closed without payoff to hard money lender
- WFG was required to payoff and purchase the assignment of the second deed of trust for \$66,000



# Cyber Crimes Fraud & Forgery Claims





# What Are Cyber Crimes?

1. Infiltration of Computers and Servers
2. Obtaining of Electronic Non-Public Information
3. Malware of settlement software
4. Forged Electronic Documents
5. Fake/Altered E-mail Address
6. Fraudulent E-Transactions

# Other Issues to Be Aware of...

- Be suspicious of any communication changing the wire instructions any time during the transaction (i.e., even written instructions if not received in the normal course of business)
- Who's account are you wiring to?
- All wire transfers to foreign accounts should be done with caution
- Contact the recipient by telephone to confirm delivery and receipt of wire

# The Rise of E-Mail Fraud

Be on the watch for:

- Misspellings in the e-mail address of the sender; minor variations in the first or last name
- Change from “.com” to “.net”
- Changes in the company name – “NAME@wow.com” to [NAME@wovv.com](#)
- Links in the e-mail; Outlook allows you to hover over a link to see the source before clicking the link. IF the link is a different source than the e-mail it should not be opened

# Wire Fraud Can Be as Simple as...

- The insured buyer and the sellers signed instructions that net proceeds were to be mailed to sellers via UPS mail.
- About a week before closing, the Title Agent received an e-mail from the seller's real estate broker that the proceeds should be wired instead of delivery as originally instructed.
- It was discovered after the close that the wire was not in the name of the sellers and to an account in California, and have since been transferred internationally.
- The real estate broker's e-mail account had been hacked
- The amount was for \$788,477.41.

# Another Example of Wire Fraud

- Owner/seller acquires property to build a home on the PIQ
- Owner/seller obtains construction loan from Bank
- Home is completed
- Owner/Seller sells PIQ to 3<sup>rd</sup> party purchaser
- 3<sup>rd</sup> party purchaser obtains financing from Bank;
- Bank wires purchase money funds to Agent's bank (exact date unknown)
- On July 7, 2017, Bank forwards payoff demand and wiring instructions to Agent
- On July 10, 2017, Agent receives updated payoff demand (same amount) with funds to be wired to Chase Bank – credit to PJS
- Transaction closes on July 12; Agent wires funds to Chase Bank per second payoff demand
- On 7/13/2017, \$859,250 was transferred out of the Chase account
- On 7/14/2017, \$480,500 was transferred out of the Chase account

The funds were transferred to:

Hang Seng Bank

Hong Kong

# Another Example of Wire Fraud



Bank

## Loan Payoff Quote

Today's Date: July 7, 2017

Requestor Name	[REDACTED]
Requestor Address	[REDACTED]
City, State Zip	[REDACTED]
Phone / Email	[REDACTED] EMAIL [REDACTED]

Account Number [REDACTED]  
Customer Name [REDACTED]  
SECURED BY: 12415 OLD [REDACTED]

**\*\*If there is an associated Interest Rate Swap evidence of full payment is required to release the collateral. Upon receipt of the payoff amount Amegy will release all liens.**

As requested, the amount required to pay off this loan is as follows:

Principal Amount:	\$ 1,393,842.48
Interest Amount:	\$ 7,299.49
Other Charges/Fees	\$ -----
<b>Total Amount:</b>	<b>\$ 1,401,141.97</b>
Payoff "As of" Date:	7/12/17
Per Diem:	\$ 181.39

Please contact us at the number above should you have any further questions regarding this account.

### Wiring instructions:

[REDACTED] Bank, NA  
ABA [REDACTED]  
Credit to: Loans Wire Clear  
General Ledger# [REDACTED]  
Reference: Customer Name & Acct.#

### Comments and further instructions:

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Thank you for your business,



Commercial Loan Customer Service

# New Payoff Demand Statement



Bank

Loan Payoff Quote

Today's Date: July 10, 2017

Requestor Name	[REDACTED]
Requestor Address	
City, State Zip	
Phone / Email	PH [REDACTED] EMAIL [REDACTED]

Account Number [REDACTED]

Customer Name [REDACTED]

SECURED BY:

12415 OLD [REDACTED]

**\*\*If there is an associated Interest Rate Swap evidence of full payment is required to release the collateral. Upon receipt of the payoff amount Amegy will release all liens.**

As requested, the amount required to pay off this loan is as follows:

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**Total Amount: \$ 1,401,141.97**  
Payoff "As of" Date: 7/12/17  
Per Diem: \$ 181.39

Please contact us at the number above should you have any further questions regarding this account.

## Wiring Instructions:

JP Morgan Chase, NA

ABA# [REDACTED]

ACC# [REDACTED]

Beneficiary Name: Loans Wire Clear

(OBI) Further Credit to: PJS [REDACTED]

Reference: 170892-[REDACTED] Payoff

## Comments and further instructions:

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Thank you for your business,



Commercial Loan Customer Service

# Third Poll Question





# Answer!

C. MICKEY.MOOSE@WFGNATIONALTITLE.COM

# Fraud & Forgery Claims

1. Free and Clear Properties
2. Releases, Satisfactions or Reconveyances of Mortgage/Deed of Trust with no corresponding refinance
3. Reverse Mortgages and Home Equity Line of Credit (Elder Abuse Claims)
4. HELOC – Loan Slamming
5. Identity Theft
6. Super Rush Transactions
7. Forged Releases or Reconveyances
8. Foreclosures – Forged or Fraudulent Trustee's Deeds/Foreclosure Deeds

# Can Forged Documents be Identified?

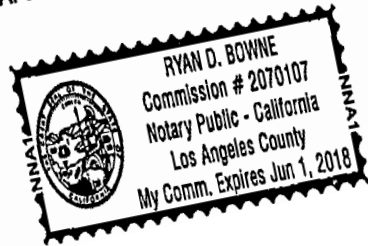
Signed under penalty of perjury this 29 day of September, 2016.

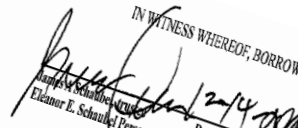
STATE OF CALIFORNIA  
County of Los Angeles

Subscribed and sworn to (or affirmed) before me,  
Ryan D. Bowne, on this 29<sup>th</sup> day of September, 2016,  
by JAMES A. SCHAUBEL, proved to me on the basis of  
satisfactory evidence to be the person who appeared  
before me.

WITNESS my hand and official seal.

  
JAMES A. SCHAUBEL



IN WITNESS WHEREOF, BORROWER HAS EXECUTED THIS DEED OF TRUST  
  
Eleanor E. Schaubel Personal Trust dated April 20, 1992  
Date 12/14/2018 [CoBorrower]

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS  
CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL  
WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS  
ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR  
VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES  
ON DECEMBER 14, 2018

A NOTARY PUBLIC, PERSONALLY APPEARED JAMES A. SCHAUBEL  
BEFORE ME, Eli Santacruz

WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON JAMES A. SCHAUBEL WHOSE NAME IS SET  
SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE HE THEY EXECUTED THE SAME IN  
HIS OWN AUTHORIZED CAPACITY, AND THAT BY HIS OWN THEIR SIGNATURE ON ON THE INSTRUMENT THE  
PERSON OR OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING  
PARAGRAPH IS TRUE AND CORRECT.  
WITNESS MY HAND AND OFFICIAL SEAL.

  
SIGNATURE OF NOTARY PUBLIC



# What Non-Public Information are You Holding?

1. Loan Account Numbers
2. Bank Account Numbers
3. Social Security Numbers
4. Credit Card Numbers
5. Driver's License Numbers

# Where is the Critical Data Stored?

1. Title and Escrow Files
2. Loose Papers
3. Servers
4. Office accessibility
5. Laptops
6. E-mails and their attachments
7. Brief Cases
8. Smart Phones
9. Hard Drives
10. Copy Machines

# Recent Florida Cases of Interest

1. **Rodgers v. Deutsche Bank National Trust Company** (Fla. 4th DCA 2018; Case No. 4D18-82 )  
A foreclosure judgment which contains an error in the legal description can be corrected under Florida Rule of Civil Procedure 1.540(b), and errors caused upon the entry of the final judgment are corrected by 1.540(a).
2. **The Estate of Caldwell Jones, Jr. v. Live Well Financial, Inc., Case No. 17-14677 (11th Cir. 2018)**  
Under Federal law, HUD “may not insure” a reverse mortgage unless it defers repayment obligations until the borrowing “homeowner” either dies or sells the mortgaged property (and defines “homeowner” to include the borrower’s spouse), but this does not limit a lender's ability to demand repayment immediately following a borrower’s death, even if the non-borrowing spouse continues to live in the mortgaged property.
3. **Yost-Rudge v. A to Z Properties** (Fla. 4<sup>th</sup> DCA 2019; Case No. No. 4D17-3204 )  
Wife’s Homestead is enforceable even though wife no longer resided on the residence.
4. **Perez v. Deutsche Bank National Trust Company**, (Fla. 2d DCA 2019; Case No. 2D17-1043)  
Merely introducing a default letter without introducing evidence the letter was actually sent does not satisfy the condition precedent requirement of a mortgage.

# Florida Webinar: Claims Close Up How to Avoid and Prevent Them!

Course Offering:1102599

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Florida DFS – 1 Hour Credit  
Course ID:107391

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Course ID:1901502N

## Additional Questions?

### Contact

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