AXJ New Tab PPFC

This document exposes anther concealed piece of the New Hampshire fraud and corruption puzzle that demonstrates beyond any doubt that many New Hampshire attorneys, individuals, state agencies and the non-profit, court mandated New Hampshire Bar Association are exhibiting “willful blindness”. This is a term used in law to describe a situation in which a person seeks to avoid civil and/or criminal liability as well as national adverse media coverage regarding many wrongful and illegal acts by intentionally keeping themselves unaware of the facts that would render them liable or implicated. Although the term was originally – and still is – used in legal contexts, the phrase “willful ignorance” has come to mean any situation in which people intentionally turn their attention away from an ethical problem that is believed to be important by those using the phrase (for instance, because the problem is too disturbing for people to want it dominating their thoughts or the public’s thoughts, or from the knowledge that solving the problem would require extensive effort). This also demonstrates that all the “PPR” verbiage from the NHBA (Executive Director Blodgett AND former Executive Director Moore) is complete garbage substantiated by the ADO covering up the illegal and criminal activities of SHERIDAN, NOLAN, CALLAGHAN, LOWN, TILSLEY, STACEY, DESHAIES, COTE and DIGIAMPAOLO. Also the “elimination of the threat of the potential filing of a quiet title action by an honest attorney” accomplished by taking attorneys Care Albert (requested information regarding the quiet title action) and Natalie Laflamme (scheduled a meeting regarding the quiet title action) out of the legal community. These activities as well as blocking IP addresses so email information regarding the quiet title case could be neither sent nor received, redaction of documents from the Registry, the recordation of a replacement false document for a previously redacted document AND even the redaction of media information that was made public. We call this type of activity censorship which has no place in our democracy.

The Public Protection Fund has been established, in the words of the New Hampshire Supreme Court, at Rule 55, “…to provide a public service and to promote confidence in the administration of justice and the integrity of the legal profession by providing some measure of reimbursement to victims who have lost money or property …” because of theft or misappropriation by a New Hampshire attorney, and occurring in New Hampshire during the course of a client-attorney or fiduciary relationship between the attorney and you. The Fund is administered by the New Hampshire Bar Association, through a nine-member committee, under the general oversight of the New Hampshire Supreme Court. The Fund is funded by annual contributions made by attorneys who are members of the New Hampshire Bar Association.

Not all losses are compensable by the Fund. A loss must have occurred while the attorney was providing legal services or while the attorney was serving in what is fiduciary capacity, such as a trustee, guardian, conservator, etc. The theft or misappropriation needs to have been of money or other property with a monetary value that can be determined. The theft or misappropriation must have occurred after June 1, 1998.

In order to be considered for reimbursement, a claim must be submitted to the Public Protection Fund within three (3) years of the time when you discovered, or first reasonably should have discovered, the theft or other misappropriation, and the losses which you suffered because of the theft. In no event may the claim be filed more than one (1) year after the attorney who caused the loss has been suspended or disbarred from the practice of law, or has died or has been judged mentally incompetent.

The Fund was created as a last resort from which a victim might obtain some measure of relief. Payment can only be made, therefore, after exhaustion of reimbursements from all other sources. You have not exhausted all other sources of reimbursement unless you demonstrate that you have made reasonable efforts to collect from the assets, insurance and sureties of the attorney who caused your loss, and that attorneys law firm, as well as from any other third parties who might be liable to you (for example, banks). You may meet this burden by demonstrating, for example, that you were unable to retain an attorney on a contingency fee basis to pursue your claims against the attorney, the attorneys law firm, and any third parties who might be liable.

If you believe you qualify for reimbursement by the Public Protection Fund, you should promptly complete a "Statement of Claim" form and file it with the New Hampshire Bar Association, 2 Pillsbury Street, Suite 300, Concord, NH 03301, Attn: Public Protection Fund Committee. Note that there is a time deadline for filing such a claim. Therefore, even if you have not yet exhausted all other potential sources for reimbursement, you should file your claim with the Committee and indicate on the Statement of Claim form that you are still pursuing other remedies. It is only when the Committee receives notice of your claim that the time limit for filing the claim stops running. If the Committee does not receive notice of your claim before the time limit for filing such a claim, the Committee will not consider your claim.

Once your Statement of Claim form has been filed with the Committee, it will decide (after a hearing, if requested) whether you are eligible to receive some amount of reimbursement for your claimed loss. The Committee will provide you with a written decision, together with such explanation as the Committee deems appropriate.

You should review New Hampshire Supreme Court Rule 55, and the regulations of the Public Protection Fund Committee. If the language of this overview appears to conflict with the language of Rule 55, the language of Rule 55 controls.

The homeowner did in fact file a "Statement of Claim" form in a timely manner against suspended New Hampshire attorney William C. Sheridan. The most significant item on the "Statement of Claim" document was Item 14. Describe in detail all efforts you have made to recover the less described in 8, above.

A) Have you sued any person for the loss you claim you sustained? NO

B) Have you pursued an insurance or bond claim relating to your loss? Yes, described as the NHBA's Sheridan E&O Insurance Scam: NHBA arranged a mediation meeting with local attorney and Sheridan, an "Agreement" was reached requiring Sheridan to provide within 30 days the insurance company/policy data so I could file a $100,000 claim. The NHBA "approved" this Agreement knowing full well that Sheridan wasn't insured and Sheridan never informed me that he wasn't insured. Sheridan then asked for 30 more days to provide the insurance information which I agreed to. Then nothing, Sheridan reneged on the Agreement AND concealed his participation in the cover-up of the largest economic crime in human history, specifically CALLAGHAN, NOLAN along with Harmon Law Offices, Sweeney & Sweeney, Bank of New York Mellon and Bank of America.

C) Have you made a demand on the lawyer or his/her law firm? – NO

D) Have you made a claim to any other state's public protection fund (or similar fund, by whatever name it is called)? – NO

E) Describe any other efforts you have made to recover your loss: Unsuccessfully attempted to engage a NH attorney to file a malpractice action against Sheridan. No NH attorney or law firm would accept the case because it would expose the fraud.

REGULATIONS OF THE NEW HAMPSHIRE BAR ASSOCIATION PUBLIC PROTECTION FUND COMMITTEE:

Part 200-Fund Organization and Administration. 200.02 Term of Members. The terms of the initial nine members of the Committee shall be staggered, with three members serving for one year, three members serving for two years and three members serving for three years. Thereafter the members of the Committee shall be appointed for terms of three years. Each member shall serve for the term and until that member's successor is appointed and qualified. Vacancies shall be filled by the appointing authority for the unexpired portion of the term. On the Lewis B. Sykes, Jr. adv. William C. Sheridan Claim 2020-01 DECISION Part IV. Conclusion reads in part: Public Protection Committee Members Thomas Quarles (Chair), Keith Diaz (Vice Chair), Marissa Chase, Tracey Culberson, Eileen Fox, John Kacavas, and Danielle Pacik participated in this decision and voted unanimously to award the claimant $1,200.00. However, reference this Press Release dated September 24, 2019 – Concord, NH – The Justices of the New Hampshire Supreme Court released the following information today: Eileen M. Fox, Esq., the long-time Clerk of the New Hampshire Supreme Court, will retire on December 31, 2019. She first joined the Court in 1994 as a staff attorney after a successful career in private practice, and was then named Clerk of the Court in 2001. Fox is the first woman to hold both positions. This establishes two facts: 1) QUARLES is a liar, and 2) QUARLES and DIAZ ginned up the fraudulent DECISION, there was no Committee that had any involvement in the DECISION.

Part 300 – Application Requirements. 300.05 Response by Accused. Unless the Committee rejects the claim for lack of jurisdiction, the Committee shall send the Accused a copy of the claimant's claim form with all attachments, at the Accused's last known address in the membership records of the New Hampshire Bar Association. The Accused shall be notified that the Accused has 30 days from the date of the Committee's notice to file with the Committee a written objection to the claim, under oath. At the discretion of the Committee, and for good cause shown, this provision may be waived. If the Accused fails timely to file such an objection, the Accused shall be deemed to have waived any objection to the claim, shall have no right to participate in any further proceeding concerning the claim and will not be given any further notice.

HOWEVER, Attorney Diaz stated that it was my job to send Sheridan a copy of the "Statement of Claim". Informed Diaz that I just received the Certified USPS package to Sheridan that contained his copy of the STATEMENT OF CLAIM marked "REFUSE". This substantiates several elements:

1) Establishes the fact that Diaz is a liar and signals the fraud ahead.

2) No party can refute any of the facts that are being constantly presented, all they can do is hide the facts.

3) The NHBA, ADO and the PPFC all knew that Sheridan violated Rule 1.19 Disclosure of Information to the Client – (a) A lawyer shall inform a client at the time of the client's engagement of the lawyer or at any time subsequent to the engagement of the lawyer if the lawyer does not maintain professional liability insurance in the amounts of at least one hundred thousand dollars per occurrence and three hundred thousand dollars in the aggregate or if the lawyer's professional liability insurance ceases to be in effect. The notice shall be provided to the client separate form set forth following this rule and shall be signed by the client. (b) A lawyer shall maintain a copy of the notice signed by the client for five years after termination of representation of the client.

4) New Hampshire fraud and corruption fighters are always punished.

Part 500 – Record of the Hearing. 500.12 Upon request of a party, a record of the hearing shall be kept by tape recording or other method that will provide a verbatim record. The Committee shall determine the method of recording. If any party requests a copy of the record, the Committee shall cause a copy of the record to be prepared upon payment of the fully distributed cost of the recording. There was no request for a record of the hearing and there was no "transcript" of the committee meeting because there was no committee meeting because there wasn't a Committee because QUARLES and DIAZ just ginned up the fake Decision.

Part 600 – Appeals 600.01 Appeals of the Committee's decision on the merits must be filed with the Supreme Court of New Hampshire not later than thirty (30) days from the date of the

Committee's notice of decision. Such appeals shall be governed by Rule 10 of the Rules of the Supreme Court of New Hampshire except that: (a) no motion for rehearing or reconsideration shall be required or permitted, and (b) such appeals shall be heard finally by the panel prescribed by Rule 55(5(. If an appeal is filed, no payment shall be made to the Claimant until the final order on appeal. Rule 10. Appeal from Administrative Agency. The NHBA is a non-profit, court mandated organization of about 48 employees under the leadership of Paula D. Lewis, Deputy Executive Director, who has since retired and been replaced by Sarah Blodgett – Executive Director of the Bar Association. However, the NHBA is not considered an "Administrative Agency" according to the Wikipedia List of New Hampshire state agencies. This NOTE brings to light these facts: 1) There was a presentation of a simulated legal process that the Committee's DECISION could be appealed to the New Hampshire Supreme Court, 2) There was no "transcript" requirement, and 3) Since the Bar Association is NOT a State Agency the NHDOJ will not be responsible for the defense of any NHBA employee. These facts substantiate the reason LEWIS refused to response to these questions: "I am considering appealing the Sheridan award of $1,200 in light of the clear and convincing facts that the just and fair award should have been $111,500. Some questions for you (Paula LEWIS): A) Does the "transcript" reference these two facts (Sheridan only deposited $11,500 of the funds that I provided him WITHOUT any invoicing of any kind when the "Fee Agreement" indicated he would provide monthly invoicing, and the E&O insurance scam. The NHBA "approved" this Agreement knowing full well that Sheridan wasn't insured and Sheridan never informed that he wasn't insured. Sheridan then asked for 30 more days to provide the insurance information which I agreed to. Then nothing, Sheridan reneged on the Agreement AND hid his participation in the cover-up of the largest economic crime in human history, specifically CALLAGHAN, LOWN, NOLAN, along with Harmon Law Offices, Sweeney & Sweeney, Bank of New York Mellon, Citizens Financial Group, Inc. and Bank of America, etc.). So here is clear and convincing evidence that New Hampshire does punish court corruption and fraud fighters.

The Decision

QUARLES falsely states: "Mr. Sykes alleges three thefts under Rule 55, the N.H. Bar Association Public Protection Fund (hereinafter "Fund"). He alleges that Mr. Sheridan dishonestly represented him in connection with the drafting and filing of a Fed. R. Civ. P. 60(b)(3) motion and subsequent appeal for which he requests reimbursement of attorney's fees totaling $9,800.00. Second, he alleges that Mr. Sheridan knowingly misled him to pay $1,700 in legal fees to draft an unreadable state court Quiet Title petition. Third, Mr. Sykes requests reimbursement of $100,000, an amount he claims he would have recovered had Mr. Sheridan informed him that he did not have professional liability insurance coverage."

The TRUTH: 1) Sheridan only deposited $11,500 of the funds that I provided him WITHOUT any invoicing of any kind when the "Fee Agreement" indicated he would provide monthly invoicing. Sheridan claims he worked for 229 hours and at Sheridan's rate of $100 per hour that results in about $23,000. It is odd that he just deposited "half" of his claimed earnings. This indicates some sort of a "payoff" for his withdrawal. Since without any invoicing there cannot be any

allocation of the $11,500 so the $11,500 is “stolen funds”, 2) QUARLES and DIAZ ignored the $100,000 E&O Agreement that Sheridan reneged on, 3) Sheridan had monthly meetings with several other attorneys including Attorney Terri Harman in Exeter who represented the homeowner in the federal case. She withdrew from the case with an assumed $90,000 payoff from Bank of America after she validated the facts that the homeowner was presenting. Sheridan was a former Bank of America employee and it is assumed that Terri Harman provided the Bank of America money contact to him, 4) Sheridan concealed (by refusing to schedule a meeting with John Sweeney, III) all of the Sweeney & Sweeney’s wrongdoing which included the MORTGAGE BK 5115 PG 0462 to 0476 document (recorded by Harmon Law in the Registry along with CALLAGHAN’s SCHEDULE ‘A’ LEGAL DESCRIPTION BK 5115 PG 0477). This fake document was purportedly Schroeder and Heiser’s FIRST DCU “mortgage loan” for $125,000, but actually just bogus data presented on standard mortgage loan paperwork WITHOUT a DCU Officer’s “signature”. The document is linked to the Sweeney & Sweeney, LLC fraudulently prepared Bank of New York Mellon HUD-1 Settlement Statement – HUD/7. Loan Number 10-001397, HUD/F. Name & Address of Lender: Digital Federal Credit Union 220 Donald Lynch Blvd. Marlborough, MA 01752 and HUD/Line 1101 “Title services and lender’s title insurance $763.75. BK 5115 PG 0475 shows Eric Schroeder and Suzanne Heiser signing the document and John Leonard Sweeney, III signing the document under the heading BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it – instead of a DCU Officer’s “signature”. BK 5115 PG 0476 shows the Notary Statement with the County of Rockingham (with Rockingham crossed out and replaced with the hand written Hillsborough) Instrument was acknowledged before me on May 27, 2010, Eric Schroeder, Suzanne Heiser by JOHN LEONARD SWEENEY, III N.P. (May 27, 2010 is also the date of the false Bank of New York Mellon HUD-1 Settlement Statement), 5) Sheridan concealed the wrongdoing of Bank of America’s “Closing Attorney” Tenley P. CALLAGHAN (currently the “Managing Director” of Granite State Title Services in Concord, NH), who fabricated her SCHEDULE ‘A’ LEGAL DESCRIPTION BK 5115 PG 0477 referenced as HUD/Line 1305 (Title Update) on the Sweeney & Sweeney, LLC fraudulently prepared Bank of New York Mellon AND forged the “signature” of “Cristina Santos as Asset Manager” om eight of nine documents included in Bank of America’s fraudulent REO/Foreclosure paperwork, 6) Sheridan claims: “I will send you a copy of your most recent docket from the First Circuit U.S. Court of Appeals on your case.” Sheridan DOES NOT SEND a copy of the most recent docket, rather docket activity on “18-1063 Faiella v. Fed. Natl. Mortgage Assoc. “Clerk Order” sent from the Court 10/15/2018 that Sheridan used to conceal many examples of this 8/22/2017 NOTICE of default and intent to dismiss issued directing appellant to file a brief and APPENDIX or this case will be dismissed for lack of prosecution in accordance with 1st. Cir. R. 45.O(a) (I requested this NOTICE directly from the Appeals Court). None of these NOTICES were ever forwarded to me, 7) Sheridan concealed the fact that Harmon Law/NOLAN and others mis-represented the void Delaware corporation named “Federal National Mortgage Association, Inc.” as the GSE “Fannie Mae”. The perjured “AFFIDAVIT OF ATTORNEY FRANCIS J. NOLAN” dated March 23, 2017 declared: “The foreclosure deed should have been for Federal National Mortgage Association, but by error this was listed as an association established under the laws of the State of Delaware.” This false statement attempts to conceal the fact that reformation of a mistake (or “error”) on a deed (the void

Delaware corporation mis-represented as the GSE "Fannie Mae") must be accomplished by court order based upon the theory of mutual mistake (there was no mutual mistake here between the void Delaware corporation and the fictitious "REMIC Trust"); unilateral mistake (but there was no fraud or inequitable contact carried out by either purported entity). So the infirmity (FORECLOSURE DEED) is void and with the CCO #19085968 $225,000 so-called Security Instrument being table-funded by RBS Citizens Bank, N.A. WITHOUT an unpaid loan receivable account on a claimant's ledger, and 8) Sheridan states: "I decided that this is not a quiet title action; it is an action for trespass, ejection and for rent due. We can trustee process the title insurance company to pay to you what they would have paid to current residents." This was Sheridan's method to conceal the egregious fraud by not filing a "Quiet Title" action in the Rockingham County Superior Court. Sheridan presents an example of a dishonest attorney accepting an appeal on a "Quiet Title" case but working hard to cover-up the fraud, doing a very poor job of representing the Plaintiff AND refusing to file a "Quiet Title" case in the Rockingham County Superior Court by switching to his ridiculous "title insurance theory" in spite of the homeowner explaining to Sheridan that the title insurance policies were bogus. This fact was later substantiated by the statement issued by the NHID: "Neither First American National Default Title Company nor LandSafe Title Company are title insurance companies, so there is no certificate of authority from the New Hampshire Insurance Department. Those companies provide title services not title insurance, the New Hampshire Insurance Department does not issue certificates of authority to non-insurers.

QUARLES falsely states: "Mr. Sykes' claims are granted in part and denied in part. After consideration of the record and applicable rules governing the Fund, the Public Protection Fund Committee (hereinafter "Committee") finds that Mr. Sheridan knowingly misled Mr. Sykes to pay legal fees in the amount of $1,200.00, and thereafter, Mr. Sheridan produced an untimely and unreadable draft Quiet Title petition. Mr. Sykes' remaining claims are denied."

The TRUTH: The "record" from the public hearing was concealed by MOUSHEGIAN, the "record" at the ADO was concealed from DIAZ that revealed that there were no invoices from Sheridan so it was impossible to do any allocation of the $11,500 in funds deposited by Sheridan. The "record" on file with both DIAZ and LEWIS was concealed as well, the Sheridan E&O Insurance scam was concealed AND the applicable rules governing the Fund were invalidated – most noteworthy PART 300 – Application Requirements. DIAZ falsely indicated that it was my responsibility to send Sheridan a copy of the STATEMENT OF CLAIM to Sheridan.

QUARLES falsely states: "In 2009, Mr. Sykes lost his home to foreclosure. In 2013, he filed suit in state court against several business entities, including banks involved in the foreclosure. The defendants removed the case to the United States District Court for the District of New Hampshire, docketed as Lewis B. Sykes, Jr. v RGS Citizens, N.A. et al., Civil No. 13-cv-334-JD (hereinafter "Sykes v. Citizens"). In 2016, the federal court judge dismissed Mr. Sykes' lawsuit citing his failure to file timely claims within the applicable statute of limitations. Mr. Sykes did not pursue an appeal.

The TRUTH:

1) Sheridan was working on the “APPEAL”.

2) The Defendants were RBS CITIZENS, N.A.; BANK OF AMERICA, N.A.; BANK OF NEW YORK MELLON; CCO MORTGAGE CORPORATION; FEDERAL NATIONAL MORTGAGE ASSOCIATION; NEW ENGLAND COASTAL REALTY, INC. and CITIBANK, N.A.

3) In the UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW HAMPSHIRE Ralph Falella v. Green Tree Servicing LLC and Federal National Mortgage Association Civil No. 16-cv-088-JD Opinion No. 2016 DNH 105 Judge Joseph A. DiClerico, Jr.: See Bank of New York Mellon v. Cataldo, 161 N.H. 135, 138-39 (2010) (rejecting argument concerning district court’s authority to award possession because it “conflates titles and possession”) New Hampshire district courts do not have jurisdiction over title issues. See RSA 502-A:14, RSA 540:16. Instead, a defendant in a possessory action who intends to challenge the validity of title to the property must “enter his action in the superior court and prosecute his action in said court.”

4) The federal case and the appeal were based on a “Quiet Title” action and not on a foreclosure action. The Rockingham County Superior Court has jurisdiction pursuant to RSA 508:2 – No action for the recovery of real estate shall be brought after 20 years from the time the right to recover first accrued to the party claiming it or some persons under whom the party claims. The FIRST fraudulent recorded document in this fraud was the so-called “Security Instrument” dated August 31, 2005 recorded at the Rockingham County Registry of Deeds as CCO MORTGAGE 4555-1413 through 1433. The document declares the “Lender” is CCO Mortgage Corporation organized and existing under the laws of the State of New York (actually the CCO #19085968 transaction was table-funded by RBS Citizens, N.A. (presented on page 61 of 82 of the MERS MEMBERSHIP INFORMATION document that reveals the Index to Securitization and Investors that proves that the allegation that MERS is authorized or even a nominal beneficiary is false AND proves beyond any doubt that there wasn’t a loan receivable account on any claimant’s ledger which indicates there was no debt which means that there was no claim and without a claim there is no standing to foreclose). Under the lending laws of New Hampshire (including the State’s SAFE Act), a home mortgage lender must have a license to make home loans. However, CCO Mortgage Corporation wasn’t licensed by the New Hampshire Banking Department and CCO Mortgage Corporation wasn’t registered with the New Hampshire Secretary of State so that entity could not transact business or own property in New Hampshire. So no valid loan could be made in the name of a non-existent lender. On September 1, 2007 CCO Mortgage Corporation was acquired by RBS CITIZENS, N.A. and operated as a brand/trade name subsidiary with a distinct legal entity for the purposes of taxation, regulation and liabilities. However, brand/trade names have no legal capacity, therefore they cannot own property, file lawsuits, or hold recorded security interests. In 2015, CCO Mortgage

Corporation became part of Citizens One, the national lending division for Citizens Bank, N.A.

5) The Rockingham County Registry of Deeds is accepting any MERS signature as a duly authorized MERS signature, when in truth there are no duly authorized MERS officers. The Rockingham County Registry records documents that present MERS as the mortgagee of record, as nominee, assignee, or otherwise without establishing that the document was executed by a duly authorized officer of MERS – an impossibility because there are no duly authorized officers in MERS. MERS has no employees. This illegal policy conflicts with the NEW HAMPSHIRE BAR ASSOCIATION TITLE EXAMINATION STANDARDS – Adopted by The New Hampshire Bar Association Board of Governors. Of particular interest is 6-9 MERS Mortgages. When MERS (Mortgage Electronic Regulation Systems, Inc.) is the mortgagee of record, as nominee, assignee, or otherwise, any assignment, foreclosure document, or discharge shall be executed by a duly authorized officer of MERS. See www.mersinc.org. No person in MERS actually performs any action in connection with loans and no officer or employee of MERS did perform any banking activity in relation to any loan. MERS is a passive database for which access is freely given to anyone who wants to make an entry, regardless of the truth or falsity of that entry. It is a platform where the person accessing the MERS "Information Technology" system appoints themselves as "Assistant Secretary" or some other false status in relationship to MERS. MERS is not, as its proponents claim, a device for eliminating the recording charges on legitimate purchases and sales of mortgage loans. Instead, MERS is a "layering" device (a Wall Street term) for creating the illusion of such transfers even though no transactions actually took place. The inability of MERS to transfer anything of value is well settled by many state and federal courts. In New Hampshire the MERS issue is settled by ZECEVIC v. U.S. National Association (but the courts invalidate this decision to conceal the fraud). Even though U.S. Bank National Association, As Trustee, was an Assignee of record under an instrument executed by Andrew S. Harmon, Esq. (Harmon Law Offices Mark Harmon's son) on behalf of MERS, the Court enjoined the foreclosure of Mr. Zecevic's home, finding that U.S. Bank National Association, As Trustee, "failed to demonstrate that it had proper standing to foreclose on the petitioner's property due to missing evidence of the assignments of the underlying promissory note and mortgage." The Court clarified its view that "foreclosure of a mortgage may not be brought by one who has no title to it and absent transfer of the debt, the assignment of the mortgage is a nullity." This point is further clarified by a case handled by attorney Terri Harman (attorney who represented the homeowner in the federal quiet title case that we assume received $90,000 from Bank of America to withdraw from the case). In many fraudulent foreclosures the fraudsters use the following verbiage because The Bank of New York Mellon Trust Company, National Association is registered through the OCC, not the New Hampshire Secretary of State: "following a hearing, dismissing their complaint to enjoin the defendant, The Bank of New York Mellon Trust Company, N.A., from conducting a foreclosure sale … In support of its motion to dismiss, the defendant introduced evidence that it had been assigned the plaintiff's mortgage and promissory note, and at the hearing on the motion, its counsel asserted that it is in fact the holder

of the note." The point is not the identity of the "holder" of the note, the point is that the identity of the party who owns and maintains an unpaid loan receivable account that is due from the homeowner to that party. The problem with presenting the identity of the holder of the note is that there is a legal presumption that arises from the mere allegation of delivery/possession of the promissory note (which is only the identification of the underlying obligation, the loan receivable account on the claimant's ledger, not the "debt"). The presumption is that:

A) It was delivered by somebody who was authorized to make the delivery.

B) That the delivery came from someone who owned the note or had authority from the owner.

C) That it was accomplished by a grant of authority to enforce the promissory note, and

D) That the new possessor accepted the delivery as the new holder in due course or new "holder". Current American jurisprudence has magnified these presumptions beyond all reason.

The last point is especially troublesome in the world of false claims of "securitization of debt." It is one of those things that is so obvious you forget to ask. When Bank of New York Mellon Trust Company, N.A. as trustee, is named as the new possessor of the note or assignee of the mortgage loan, nobody thinks to ask whether the Bank of New York Mellon Trust Company has actually executed any document or performed any action that indicated that it accepted the endorsement or delivery. Possession is always "Constructive": In fact, when you get into the discovery phase of litigation, the endorsee or apparent bearer will NOT affirm its receipt or ownership or even interest in the loan receivable account, note or mortgage and will NOT affirm or corroborate that they ever physically received any note or any original papers from the transaction conducted with a homeowner. They will also deflect inquiries about whether they have any records regarding the loan receivable account. They will direct all inquiries to the "servicer" without saying that they own the loan receivable account and without saying they appointed the servicer. As such, third-party actions taken on the strength of the fabricated delivery or endorsement are subject to later disclaimers by The Bank of New York Mellon Trust Company, N.A. who will assert that any illegal action was performed without its consent or knowledge. The status of "holder" is deemed important in foreclosure litigation, but actually it is not. Foreclosure is all about the lien, and the lien is about the mortgage or deed of trust. Those are different instruments and are subject to different legal elements and analyses presented in a quiet title action.

6) MERS never claims any right, title or beneficial interest in any debt, note, or mortgage. In fact, its website disclaims such an interest. The MERS WEBSITE STATES … "On MERS loans, MERS will show as the beneficiary of record. Foreclosures should be commenced

in the name of MERS. To effectuate this process, MERS has allowed each servicer to choose a select number of its own employees to act as officers for MERS. Through this process, appropriate documents may be executed at the servicer's site on behalf of MERS by the same servicing employee that signs foreclosure documents for non-MERS loans. Until the time of sale, the foreclosure is handled in the same manner as non-MERS foreclosures. At the time of sale, if the property reverts, the Trustee's Deed Upon Sale will follow a different procedure. Since MERS acts as nominee for the true beneficiary, it is important that the Trustee's Deed Upon Sale be made in the name of the true beneficiary and not MERS. Your title company or MERS officer can easily determine the true beneficiary. Title companies have indicted that they will insure subsequent title when these procedures are followed." There, you have it. Direct from the MERS website. They admit that they name people to sign documents in the name of MERS. Often, these are title company employees or others that have no knowledge of the actual loan (in most cases the loan receivable account doesn't even exist) and whether it is in default or not. Even worst, MERS admits that they are not the true beneficiary of the loan. In fact, it is likely that MERS has no knowledge of the true beneficiary of the loan for whom they are representing in an "Agency" relationship – that probably doesn't exist. They admit to this when they say "Your title company or MERS officer can easily determine the true beneficiary." So why are the courts accepting MERS as a Nominee or Agent of the "Lenders"? The "beneficiary" term is erroneous. Even MERS states it is not a "beneficiary". If so, then MERS cannot assign deeds of trusts or mortgages to third parties legally.

7) Bank of America used their invalid "Licensing Agreement" to present the names Bank of New York Mellon (as SELLER on the fraudulent HUD-1 Settlement Statement), The Bank of New York Mellon f/k/a The Bank of New York, As Trustee for CWHEQ Revolving Home Equity Loan Trust, Series 2007-C of Wall Street, New York, NY 10005, a corporation AND Citibank, N.A. named as plaintiffs in this fraud when those parties had no right, title or beneficial interest in the subject property. Since that is an agreement to violate the law, the authorization is a legal nullity. Both banks entered the fraud not as banks or even trustees; but as participants in a civil conspiracy. This demonstrates the MO of the national banks – collecting royalties for use of their names posing as trustees of non-existent trust accounts with non-existing unpaid loan receivable accounts on a claimant's ledger.

8) Frequently the fraudulent recorded documents are related to the subject property that was among the fraudulently repossessed homes that Bank of America then kept off the market so they could be fraudulently manipulated. The Bank usually puts properties into their 'Shadow REO Inventory' because of troublesome "ownership issues" like false securitizations, Fannie or Freddie owned, the Bank themselves purportedly owned the properties, and the Bank cannot obtain proper title to the properties. All four of the Bank's "ownership issues" were included in this fraud.

9) Countrywide Financial Corporation structured CWALT, CWMBS, CWABS and CWHEQ as limited purpose, wholly-owned, finance subsidiaries to facilitate its issuance and the sales of "Certificates". CWALT, CWMBS, CWABS and CWHEQ have no assets of their own and were controlled directly by Countrywide Financial Corporation, through its appointment of CFC executives as directors and officers of these entities. Bank of America acted as an underwriter (investment bank) in the sale of the issuing Trust's Certificates, and helped to draft and disseminate the offering documents for the Certificates as did RBS Citizens, N.A. (table-funded the $160,000, $225,000 or $250,000 CCO #19085968 transaction without an unpaid loan receivable account on any claimant's ledger). This fact highlights two of the main participants in this fraud – Bank of America and the Citizens Financial Group, Inc.

10) The SEC is used by Wall Street brokers to deceive the courts, the public and the legal community. The question is related to whether the SEC had undertaken any analysis of the supposedly exempt MBS certificates (in this fraud the "certificates" that were purportedly issued associated with the fictitious CWHEQ Series 2007-C implied REMIC Trust). It is obvious that it has not done so. The agency has taken a position that is contrary to express factual and legal findings in thousands of court cases, administrative proceedings, and settlements. Such certificates are only exempt if they are in fact mortgage-backed pass-through certificates that allow payments from homeowners to flow to investors who bought them. It is an undeniable fact that this is not what is happening and certainly not what Wall Street brokers ever intended. The certificates are not mortgage-backed (in fact they are nothing-backed). In addition, there is no pass-through legal obligation to pass payments from homeowners to investors. Instead, certificates are an unsecured discretionary IOU from an investment bank – i.e., "REMIC" certificates are securities that are not exempt from registration requirements and should be regulated by the SEC. Judges across the country are hearing and deciding foreclosure cases, despite a conflict-of-interest or perceived conflict-of-interest in those cases. Because judges in State Courts have retirement accounts/pensions which are directly invested in mortgage-backed securities, they should be recusing themselves, but are not. The volume of mortgage-backed securities outstanding increased steadily in the United States between 2014 and 2021. As of 2021, the volume of the mortgage-backed securities outstanding in the United States surpassed 12.44 trillion U.S. dollars. The value of mortgage debt outstanding on one-to-four-family residences in the United States increased for the ninth year in a row in 2023, reaching appropriately 14 trillion U.S. dollars. Out of the $14 trillion in mortgage backed loans outstanding, approximately $9 trillion are securitized in mortgage-backed securities (MBS), making the MBS market the largest sector of the fixed-income markets. Even larger than the U.S. Treasury debt. The judges, clerks, and all state employees within the court, are benefitting from the false "securitization scheme", the largest economic crime in human history. If you have difficulty with the court clerks, here's why – they are profiting off of the fraudulent foreclosures, just like the judges.

11) No trust is regulated by the SEC. No reporting is required of any trust. BUT by filing a prospectus, the investment bank gains access to the SEC.gov site. So they upload documents and then download the very same documents so they can display the sec.gov in the header. They then falsely argue for judicial notice of a government document. No document is a government document unless it is created by the government. Since the SEC did not issue the document and never reviewed or exercised any regulatory action, this is not a government document. It is a private document that the fraudsters have dressed up to look like a government document. Judicial Watch, Inc. v. Clinton, 880 F. Supp. I. 11(D.D.C. 1995) ("documents are typically not agency records under the Act unless and until they are included within material controlled, created, approved and utilized by the agency itself.") Ultimately, all filings by the investment bank in relation to the fictitious trusts are followed by a filing that says, "We don't need to report anything." In 1998 the regulators were rolled back on the certificates sold to investors in which, by law, the certificates were categorized as private contracts and expressly asserted to be excluded from the category of securities and issuers that were regulated. In short, there are no securities, trusts, or government documents in any securitization infrastructure.

12) REAL ESTATE MORTGAGE INVESTMENT CONDUITS (REMICs): The Internal Revenue Service (IRS) issued Revenue Procedure 2021-12 on January 14, extending the safe harbors in Revenue Procedures 2020-26 and 2020-34 to September 30, 2021. For mortgage loans already held by an existing REMIC, such forbearances and related modifications of such mortgage loans: (i) will not be treated as resulting in a newly issued mortgage loan for purposes of the REMIC rules, and so on … And here is the point which highlights the IRS struggles with REMIC relief – always wrong and never in doubt. The problem is not whether REMIC trusts, trustees, and beneficiaries should be given extensions of reporting and other relief on the cash flow generated or delayed through REMICs. The problem is that there is no cash flow through REMIC Trusts. There is no real estate. There is no mortgage. There is no investment. And nothing flows through the REMICs as a conduit. The beneficiaries are not the investors who bought the worthless certificates. The underwriters and beneficiaries are both the same entity: the investment bank book runner. And the named "trustee" neither knows of nor manages any assets. So much for the Real Estate Mortgage Investment Conduit. There is nothing to extend except the illusion that these REMICs exist.

13) RE-REMIC: THE RE-SECURITIZATION OF REAL ESTATE MORTGAGE INVESTMENT CONDUITS. Posted on September 21, 2016 by Neil Garfield: Ever since the 2008 implosion that was created by the TBTF banks, investors have awakened to the fact that the mortgage bonds in their portfolio are worthless. They are worthless because they were issued by a nonexistent REMIC Trust that has never been activated by the receipt of cash from the sale of those securities. So the Trusts were unable to fulfill their one basic function – acquisition of high-grade mortgages. Instead the money was used to originate mortgages without the use of the Trust as Real Estate Mortgage Investment Conduit (REMIC). And the mortgages that were originated were mostly fatally flawed in

their underwriting and fatally flawed in their execution. Caught with their giant hands in the largest cookie jar ever imagined, the banks negotiated with investors who still don't want to tell their pensioners or investors that there isn't enough money in the fund to pay for the retirement benefits that were promised. In some cases, they offered cash payouts, but those were limited to a mere fraction of the money that was taken by the banks in the false securitization scheme. So by late 2008, the standard operating procedure was to offer the investors a replacement for their worthless mortgage-backed securities. The process is called "RE-REMIC". The banks create new proprietary entities (REMIC Trusts on paper) that issue new mortgage bonds. The investors give up their claims to the worthless mortgage-backed securities. SO the investors in the original REMIC are no longer investors in that REMIC. They are investors in a new REMIC. Both the old REMIC and the new REMIC are fictional entities that are proprietary to the investment bank that created the illusion of their existence.

The legal question is the status of the mortgages that were allegedly purchased by the old REMIC. There is no evidence in any RE-REMIC deal that there was even the pretense of transferring those over to the new REMIC. But there is also zero evidence that any REMIC, old or new, has actually entered into a purchase transaction where it paid any amount of money for any pool of mortgage loans. The absence of a cash payment from investors in the Second REMIC (RE-REMIC) process is corroboration that they were finally (perhaps) getting the benefit of the bargain they were supposed to get in the first REMIC. And THAT is corroboration that the first REMIC was never funded and explains why the first REMIC never had a bank account or even any financial statement, because there was nothing to put on the financial statement – there was no business – even for the 90 days in which the REMIC could have acquired mortgage loans, if only they had the money.

This leaves borrowers with a trial narrative that sounds like a fairy tale but is nonetheless true. The trust never made any purchase of any of the loans not because it didn't want to but because it was never intended to make that purchase. THAT is why the exhibit with the mortgage loan schedule (MLS) is missing on virtually all Pooling and Servicing Agreements (PSA). Like the magical assignments, endorsements and powers of attorney that pop up shortly before trial, the mortgage loan schedule is not created until long after the so-called REMIC Trust was partially created on paper.

To make matters worse, the RE-REMIC process leaves the playing field with no trust, no investors and no creditors. And the really odd thing about this, as if it was not odd enough already, is that it leaves the homeowner battling ghosts who frankly don't care what happens in their foreclosure – except for the investment bank who appointed itself "Master Servicer" and then "recovered" money from liquidation of the property to satisfy its false claim that it had paid the investors "servicer advances" which actually came from a dark pool consisting entirely of money from the same investors, along with thousands of others.

So the real basis for foreclosure is that the investment bank, masquerading as the "Master Servicer" wants to get its hands on money that should actually go back to the investors. The continuing foreclosures are actually the investment bank leveraging the fact that there is no real party in interest in the foreclosure because there was no loan contract at origination (no loan receivable account on a claimant's ledger) – since the origination of the loans was accomplished through the use of funds that were due to the REMIC but never made it there.

Perhaps this might help explain why the Trustees don't know or care anything about the outcome of the foreclosure process. The Trustees simply have nothing to do. And it explains why every modification or settlement is done in the name of a subservicer working for the Master Servicer with no signature from anyone representing the REMIC Trustee or the REMIC Trust.

14) One of the primary elements of this fraud is "The Bank of New York Mellon f/k/a The Bank of New York, As Trustee for CWHEQ Revolving Home Equity Loan Trust, Series 2007-C, a corporation, with a mailing address of 1 Wall Street, New York, NY 10005" and where, as in most cases, there is purportedly a Pooling and Servicing Agreement (PSA) and other "Deal Documents" that identifies the "Trust" as a REMIC --- Real Estate Mortgage Investment Conduit that is associated with the RS and SEC regulations. Often there is a "Trust Agreement" that is different from the PSA and very often a "Servicing Agreement" that is different from the PSA. The named "Trust" is actually fictitious because there never were any transactions in which assets were purchased by the "Trust" or in which a Trustor or Settlor purchased assets that were then entrusted to the named trustee of the Trust AND there never was any "Retainer Agreement" between the purported "Trust" and any entity involved in the fraud OR anyone else. Since there is no "Trust" in which the subject transaction was entrusted to the named trustee, all claims to servicing rights arising from the written trust instrument (PSA) are also fictitious (BAC Home Loans Servicing, LP was not licensed or supervised by the New Hampshire Banking Department as a "Servicer"). The "Trustee" address was purported to be Bank of New York Mellon, 601 Travis, 16th Floor, Houston, TX 77002 with phone 818-225-4444. This follows to the usual fraudulent pattern, that the name of an entity is asserted and implied to be a trust without stating where it was formed, under what jurisdiction, and whether it still exists and if so, where it exists. Normally the address would be the same as the purported Trustee (1 Wall Street, New York, NY 10005 as presented on the void FORECLOSURE DEED, the void QUITCLAIM DEED and on the Sweeney & Sweeney, LLC fraudulently fabricated Bank of New York Mellon HUD-1 Settlement Statement as SELLER), but this is not the case with REMIC Trusts; this is because the rules for domicile of a business entity require its place of business to be where it does business and maintains activities that are administrated by the trustee. But if no business activity is conducted by the "Trust" it is usually because there is nothing that has been entrusted to the named Trustee to actively administer on behalf of the beneficiaries of a trust. If there is nothing in trust, then there is no trust and the

trust allegation must be ignored. The CWHEQ Series 2007-C Trust is not described as a legal entity (corporation) having been organized and existing under the laws of any jurisdiction. There is no trustee authorized to administer the active affairs or property of the REMIC trust because A) It isn't a trust, B) There is no property or res that has been conveyed into the trust or to the named Trustee either on its own behalf or in any representative capacity, and C) The REMIC trusts are not just entities that are not trusts, they are also not REMIC entities and in many cases, they are not legal entities at all. Instead of producing a Trust Agreement that according to all basic treatises on trust, including states and common law, the Wall Street community produces a Pooling and Servicing Agreement (PSA) which is A) Not a trust agreement, and B) A statement of future intention. It does not recite that anyone ever purchased, sold, or conveyed any asset to anyone, least of all a loan receivable account on a claimant's ledger. These implied REMIC trustees are not even allowed to inquire, nor confirm the identity and authority of a 'sub-servicer' who is supplying the witness for trial and whose name is used for the production of documents that were fabricated for trial. Documents that did not exist and would not exist but for purposes of trial. Harmon Law's fabricated EXHIBIT A document that attorney Bradley LOWN presented to the Rockingham County Superior Court exposing the fact that the "SEAL", the fictitious execution signature of "Veronica Casillas, Asst. Secretary" and the notarization signature of "Deann Graham" as well as his Notary Public Stamp were all PDF files created with pdfFactory trial version www.pdffactory.com displays this verbiage: "The undersigned Trustee as Trustee under said Trust has full and absolute power under said Declaration of Trust to convey any interest in real estate and improvements thereon held in said Trust and no purchaser or third party shall be bound to inquire whether the Trustee has said power or is properly exercising said power or to see to the application of any trust asset paid to the Trustee for a conveyance thereof. The Trustee's authority to convey real estate held in said Trust has been authorized by the beneficiaries of said Trust, is still in effect and has not been revoked or amended."

15) The LIMITED POWER OF ATTORNEY BK 3521 PG 0107 document names Fannie Mae's Northeastern Regional Office located in Philadelphia rather than the "Federal National Mortgage Association, an association duly established under the laws of the State of Delaware and having a usual place of business at P.O. Box 650043, Dallas, TX 75265-0043" as referenced on the void/legal nullity Harmon Law/NOLAN fabricated FORECLOSURE DEED BK 5057 PG 2506. As the recoding date of the document was November 21, 2000 the document was both false and meaningless because it actually referenced the Federal National Mortgage Association commonly known as Fannie Mae that was founded in 1938 during the Great Depression as part of the "New Deal". The "Federal National Mortgage Association" commonly known as "Fannie Mae" that was created by Act of Congress, 12 U.S.C. Section 1717 ("Fannie Mae") as described by the SEC FORM 8-K which declares that the "Date of Earliest Event Reported" is DECEMBER 19, 2008." This deceptive and powerless document highlights the fact that Harmon Law/NOLAN and others mis-represented a void Delaware corporation named "Federal National Mortgage Association, Inc." as the Government Sponsored Enterprise (GSE)

"Fannie Mae" as part of the fraud. During the Deposition of June 18, 2016 CCO Mortgage's attorney (Harmon Law/LASKER) presented as an exhibit a copy of the Delaware Secretary of State's information sheet on the void Delaware corporation named "Federal National Mortgage Association, Inc." to prove the GSE "Fannie Mae" was a Harmon Law "client" – which the entity was certainly not a Harmon Law client. On attorney TILSLEY's OBJECTION TO PETITION FOR EX PARTE ATTACHMENT (Docket No. 218-2021-CV-00595) Paragraph 4. The Plaintiff subsequently defaulted on the Mortgage. As a result, the Mortgagee foreclosed on the Mortgage in 2009. On October 2, 2009, the Mortgagee conveyed the Property to The Bank of New York Mellon f/k/a The Bank of New York, as Trustee for CWHEQ Revolving Home Equity Loan Trust, Series 2007-C (the "Bank of New York") via Foreclosure Deed, which was recorded in the Rockingham County Registry of Deeds at Book 5057, Page 2506 on October 14, 2009. (Exhibit 4, Foreclosure Deed.) Francis J. Nolan of Harmon Law Offices, P.C. conducted the foreclosure pursuant to a Limited Power of Attorney, which was recorded in the Rockingham County Registry of Deeds at Book 3521, Page 107 on November 21, 2000 and had not been revoked as of the date of the foreclosure sale. (Exhibit 5, Limited Power of Attorney.)

16) The FED NAT MORT ASSN BK 5044 PG 1486 ASSIGN document dated July 30, 2009 was void ab initio when, in addition to being void, it was deceptive, it was employed for an illegal purpose (e.g., to prosecute a non-judicial foreclosure WITHOUT the requisite authority to foreclose --- without the CCO #19085968 Promissory Note because the so-called mortgage loan was table-funded by RBS Citizens Bank, N.A., Mortgage or the underlying debt. The document was purportedly executed by CCO Mortgage's fictitious "Gregory Lee-Vice President" and notarized by Virginia Notary Public "Kari L. Ciska" while she was employed by the Citizens Financial Group, Inc. in Cranston RI. CISKA declared that CCO Mortgage's fictitious "Gregory Lee-Vice President" personally appeared before her and she knew him to be "Gregory Lee". A fraudulent notarization automatically voids the document, even if the document is recorded. An investigation revealed that CISKI was Executive Administrative Assistant at Citizens Financial Group from February 2009 to October 2014 and the address of the "Legal Department" of Citizens Financial Group where she was employed was 100 Sockanosset Cross Road, Cranston RI. Harmon Law fabricated this document as substantiated by the Plaintiff's Harmon Law Case Number appearing to the lower left partially masked by the "Kari L. Ciska" Notary Public Seal. The "Kari L. Ciska" Notary Signature is a match to the "Kari L. Ciska" signatures from Ms. Ciska's notary applications obtained from the Notary Department Secretary of the Commonwealth Office of the Governor of the State of Virginia.

17) UNIFORM LAW ON NOTARIAL ACTS Section 456-B:2 III. In witnessing or attesting a signature the notarial officer must determine, either from personal knowledge or from satisfactory evidence, that the signature is that of the person appearing before the officer and named therein, and VI. A notarial officer has satisfactory evidence that a person is the person whose true signature is on a document if that person is personally

known to the notarial officer, is identified upon the oath or affirmation of a credible witness personally known to the notarial officer, or is identified on the basis of identification documents.

18) The FHFA placed Fannie Mae and Freddie Mac, together the "Enterprises", into statutory conservatorship. 12 U.S.C. 4617 is an important factor in all the Fannie and Freddie situations because when the FHFA appointed itself conservator of Fannie and Freddie all rights, titles, powers and privileges of Fannie and Freddie immediately and by operation of law succeeded to the FHFA. The United States Congress, by passage of the Housing and Economic Recovery Act of 2008 ("HERA") created a 'field of preemption' and a 'conflict preemption' relating to anything involving Fannie and Freddie and Congress striped all courts of jurisdiction to do anything that interferes with the statutory duties of the FHFA conservator. In other words, if the FHFA conservator or intervenor is not present and participating in a foreclosure related action, the courts have no jurisdiction. Of course, because Harmon Law/NOLAN and others mis-represented the void Delaware corporation named "Federal National Mortgage Association, Inc." as the GSE "Fannie Mae" there was no FHFA conservator or intervenor present in either the federal court or the appeals court, and neither court had jurisdiction. Sheridan was fully aware of these four facts: A) Harmon Law/NOLAN and others mis-represented the void Delaware corporation as the GSE "Fannie Mae", B) Neither the federal or appeals court had jurisdiction, C) The powerless and deceptive LIMITED POWER OF ATTORNEY document, and D) The void ab initio Assignment of Mortgage document. Sheridan remained silent to conceal the fraud and this is substantiated by his refusal to file a quiet title case in the Rockingham County Superior Court, also to conceal the fraud. The NHBA through the Public Protection Fund Committee continues to conceal the fraud as well.
19) Because New Hampshire is a non-judicial state the fraudsters rely on the "Power of Sale Clause" RSA 479:25 – Provisions for nonjudicial power of sale mortgages THAT DOES NOT REFERENCE THE FACT that nobody in any U.S. jurisdiction has the legal right to seek a foreclosure judgment or to use the power of sale in non-judicial foreclosures UNLESS they have purchased the underlying obligation for value (money) to fraudulently foreclose on New Hampshire citizens. The "Power of Sale Clause" is powerless and deceptive when there is no underlying obligation (unpaid loan receivable account on the claimant's general ledger) that would be represented by a paper promissory note. The Fifth Amendment to the United States Constitution says to the federal government that no one shall be "deprived of life, liberty or property without due process of law". The Fourteenth Amendment to the United States Constitution ratified in 1868, uses the same eleven words, called the Due Process Clause, to describe a legal obligation of all states substantiated by the historic Paragraph 22 in the New Hampshire Constitution.

20) A foreclosure, by definition, is limited to the enforcement of a security instrument in which ownership of the instrument and underlying obligation is vested in a creditor who is named as the claimant. With very few exceptions, none of the foreclosures in New Hampshire over the last 25 years have the definitions or conditions precedent for the

filing of a foreclosure action. Virtually all of them are 100% reliant on the presentation of fabricated documents containing false information about transactions that never occurred. Those documents memorialized non-existent transactions. They are all legal nullities and yet the State of New Hampshire is collecting and processing fraudulent Real Estate Transfer Tax Stamp and LCHIP fees associated with these same false documents AND without the statute required New Hampshire Department of Revenue Administration (DRA) forms being filed by the fraudsters because the false forms would quickly expose the fraud. This fraud is perpetrated because real estate transfer taxes are one of New Hampshire's most significant sources of revenue AND New Hampshire is currently a sinkhole state (owes more than it has in assets). The DRA forms are required stating the sales price and are filed at both the state and municipal level in order to ensure that municipalities are kept current of recent transactions and hence the value of property being transferred. In this fraud all the fraudulent RETT Stamp and LCHIP fees were paid by Harmon Law and later reimbursed by Bank of America.

21) Since New Hampshire is denying their citizens' constitutional rights it appears that New Hampshire has become an "Administrative State" which is an especially serious threat to constitutional freedoms. No other development in contemporary American law denies more rights to more Americans. Although Americans still enjoy the shell of their republic, there has developed within New Hampshire a very different sort of government – a type, in fact, that the Constitution was designed to prevent.

    QUARLES falsely states: "The motion argued that the defendant financial institutions fraudulently concealed the identity of the actual foreclosing creditor by substituting the name and/or address of an incorrect creditor in the foreclosure deed."

    The TRUTH: This was a "Quiet Title" action and not related to any foreclosure. A quiet title action is a lawsuit to establish a party's title to real property against anyone and everyone, and thus "quiet" any challenges or claims to the title. Such a suit usually arises when there is some question about clear title, there exists some recorded problems, an error in description which casts doubt on the amount of property owned, or an easement used for years without a recorded description. An action for quiet title requires description of the property to be "quieted" (lis pendens document), naming as defendants anyone who might have an interest, and the factual and legal basis for the claim of title. If the court is convinced through facts that title is in the petitioner's name, a quiet title judgment will be granted which can be recorded and thus provide legal "good title". If it appears that the Petitioner has legal title to the land or is the equitable owner thereof based on one or more grounds mentioned above or if a default is entered against the Respondents (in which case no evidence need be taken), the court shall enter judgment removing the alleged clouds from the title to the land and forever quieting the title in Petitioner and those claiming under him or her since the commencement of the action and adjudging Petitioner to have a good fee simple title to said land or the interest thereby cleared of clouds.

QUARLES falsely states: Mr. Sykes filed claims against Mr. Sheridan with New Hampshire Supreme Court Professional Conduct Committee (hereinafter "PCC") in the matter of Sheridan, William C. advs. ADO #19-003. A hearing was held during which Mr. Sykes and Mr. Sheridan testified and numerous exhibits were accepted into the record. The PCC in its written decision, found that Mr. Sheridan's conduct in drafting a Quiet Title petition violated the New Hampshire Rules of Professional Conduct 1.3 (diligence) and 1.4 (communications). THE PPC concluded that the Attorney Discipline Office produced clear and convincing evidence that Mr. Sheridan knowingly misled Mr. Sykes about the extent of work that he performed on the draft petition and produced to Mr. Sykes an unreadable draft which caused him loss, namely, Sheridan's retention of unearned attorney's fees.

The TRUTH: In order to conceal the fraud ADO attorney Murphy removed the 8.4 violations from the suspension process "because the ADO felt they couldn't support the 8.4 (misconduct) charges". The PCC "hearing panel" (with one of the five-member panel recusing himself because he refused to file the quiet title action on my behalf about a month or so before the hearing) added the 8.4 violations and the ADO again removed them to conceal the fraud. Here is the exact verbiage contained in the 12/9/2021 PCC's written decision in the matter of Sheridan advs. ADO #19-003: Philip H. Uter, Chair ORDER – The hearing panel has deliberated and finds that the Attorney Discipline Office has proved by clear and convincing evidence that Attorney Sheridan violated Rules 1.3 and 1.4 of the Rules of Professional Conduct and by extension has violated Rule 8.4. On page 2 of the DECISION that references Footnote 3 "Citing to the PCC's written decision in the matter of Sheridan advs. ADO #19-003" establishes that QUARLES' statement was in fact a flat-out lie. ADO General Counsel MOUSHEGIAN's refusal to provide the public hearing transcript to Sykes was yet another attempt to conceal Sheridan's egregious Rule 8.4 violations.

QUARLES falsely states: "Mr. Sheridan did not submit invoices to Mr. Sykes accounting for the time he spent on the petition."

The TRUTH: Sheridan did not produce any invoicing at any time, not for the quiet title petition or the appeal work.

QUARLES falsely states: "Mr. Sykes produced to the Committee copies of ten canceled checks made payable to Mr. Sheridan totaling $12,050.00."

The TRUTH: The copies of the ten canceled checks made payable to Mr. Sheridan that were provided to DIAZ totaled $11,500.

QUARLES falsely states: "Mr. Sykes claims that Mr. Sheridan committed defalcation when he allegedly failed to inform him that he did not have at least a $100,000 malpractice insurance policy".

The TRUTH: QUARLES, DIAZ and LEWIS all concealed the fact that the Sheridan-Sykes $100,000 E&O Insurance Agreement existed in order to conceal the fraud. All parties hoped that the Agreement would be executed and then when Sheridan reneged on the Agreement approved by the NHBA with the full knowledge that Sheridan didn't have the required E&O insurance – everything regarding Sheridan's direct participation in the fraud would just disappear and nobody would be the wiser.

Here is the information regarding the SECOND version of the DECISION:

The PPFC letterhead dated August 5, 2024 lists COMMITTEE MEMBERS as Thomas Quarles, Jr. CHAIR, Keith F. Diaz VICE-CHAIR, Marissa Chase, Tracy M. Culberson, Eileen Fox, Karen De Fusco, John P. Kacavas, Jeffery D. Odland and Daniella L. Pacik. So we lost purported Committee Member Andrea Jo Poole replaced with purported Committee Member Jeffrey D. Odland. Jeff is a partner specializing in criminal defense, civil litigation and white-collar criminal defense. He practices in state and federal court. In addition to a busy trial practice, Jeff represents clients on appeal and in post-conviction litigation. However, we still have retired Eileen Fox on the Committee.

The PPFC letterhead indicated that Sarah Blodgett and Jennifer McManus were the "Staff Liasion" (s/b "Staff Liaison") when in fact Blodgett is the NHBA "Executive Director" since May 2024. Rule 8.4 states that it is professional misconduct for a lawyer to "engage in conduct involving dishonesty, fraud, deceit or misrepresentation".

Blodgett made the false representation that "To date, we have not received your signed subrogation agreement." The reason is BECAUSE the NHBA/LEWIS never emailed or sent by certified mail the subrogation agreement with the "Consideration" presented as $1,200 or any other dollar amount. According to Chapter 638 – Fraud Section 638:1 – Forgery. (b) Makes, completes, executes, authenticates, issues, transfers, publishes or other utters any writing so that it purports to be the act of another, or purports to have been executed at a time or place or in a numbered sequence other than was in fact the case, OR to be a copy of an original when no such original existed.

The DECISION Part IV. The Conclusion reads in part: Public Protection Committee Members Thomas Quarles (Chair), Keith Diaz (Vice-Chair), Marissa Chase, Tracy Culberson, Eileen Fox, John Kacavas, and Danielle Pacik participated in this decision and voted unanimously to award the claimant $1,200.00. A LIE because QUARLES and DIAZ just fabricated the fraudulent DECISION to conceal the fraud and the true and valid claim for $111,500. This is substantiated by the Press Release dated September 24, 2019 – Concord, NH – The Justices of the New Hampshire Supreme Court released the following information today: Eileen M. Fox, Esq., the long-time Clerk of the New Hampshire Supreme Court, will retire on December 31, 2019. She first joined the Court in 1994 as a staff attorney after a successful career in private practice, and was then named Clerk of the Court in 2001. Fox is the first woman to hold both positions.

The TRUTH: The Public Protection Fund Committee is actually a rogue “organization” that conceals New Hampshire fraud and corruption as it is encountered because there is no general oversight by the New Hampshire Supreme Court. Without replacing retired Supreme Court Clerk Eileen M. Fox immediately with Timothy A. Gudas destroys even the “appearance” of general oversight of the New Hampshire Supreme Court. If in fact, there was general oversight by the New Hampshire Supreme Court then 200.02 Terms of Members would indicate that the current Clerk of the New Hampshire Supreme Court would be a permanent member of the “Committee”.