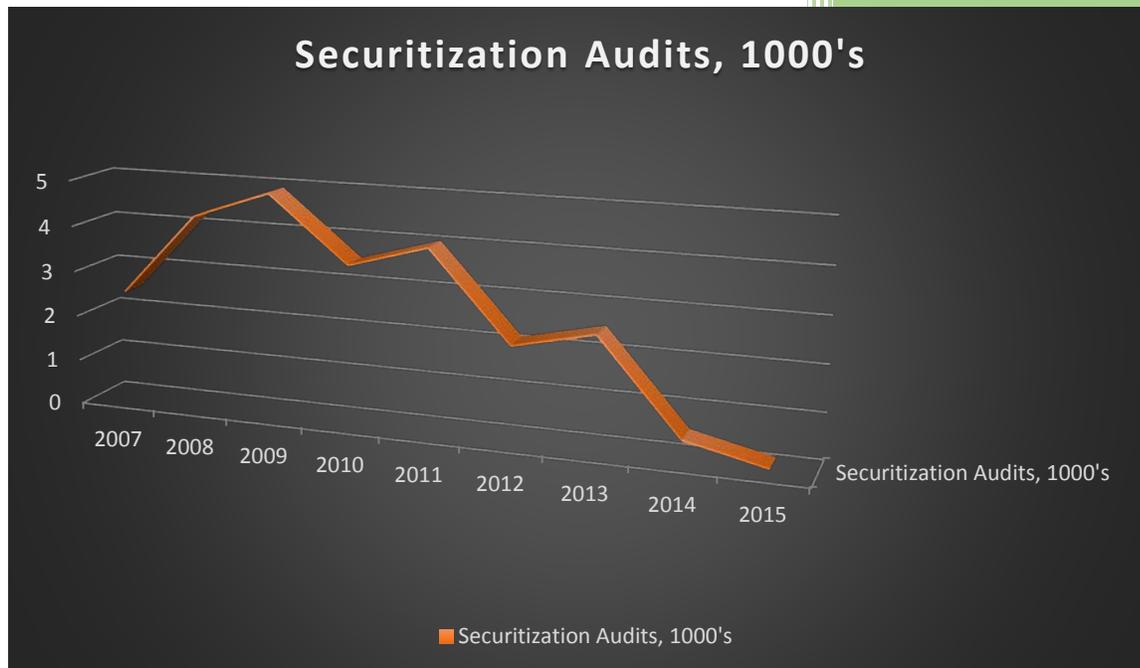


2015

# How to Get the Benefits of a Securitization Audit FREE

Shocking Decline in Securitization Audits... Learn why within



Bob Hurt  
MortgageAttack.com  
4/1/2015

# How to Get the Benefits of a Securitization Audit FREE

Benefits? WHAT Benefits? Learn below why the audit is a complete waste of resources.

Copyright © 1 April 2014 by Bob Hurt. All rights reserved. <http://MortgageAttack.com>

TECHNICAL ALERT: I, the author, am not an attorney or practitioner, and I do not seek in this article to solve any specific problem for any specific person. I provide this information for academic and discussion purposes. Consult a COMPETENT attorney on all questions of law. To ensure competence, demand and verify a winning record in similar cases before you trust his battle scheme.

## Background: Why I Write this Article

Hundreds of people have called me personally or written to me about their mortgage problems since 2009. I would say thousands, but I have lost count. That year I started giving people FREE information about what works and what does not win mortgage disputes against creditors and their agents and associates.

The majority of those callers had already blown hundreds to thousands of dollars on a “Securitization Audit” or flimsy “Loan Audit” which did not have enough value to buy the powder to blow them to hell. Many mortgagors had blown thousands to pay a foreclosure “pretense defense” attorney for the privilege of dragging out the foreclosure. Most of those lost the home in a foreclosure auction. Many who did loan mods went into foreclosure again and either lost the home or soon will.

Every one of those people bought a service from a clueless “[Kool-Aid Drinker](#)” or an out-and-out scammer (charlatan, cheat, con artist). Even those attorneys who promised “We’ll keep you in the house as long as we can” committed legal malpractice if they failed to examine the mortgage transaction comprehensively for evidence of fraud and other torts, contract breaches, regulation breaches, and legal errors.

I write this commentary not just to give all those snakes-in-the-grass the literary black eye that they deserve, but also to give the reader something FREE that bozo scammers charge hundreds or thousands for.

I shall tell you, in short order, how to find out who owns your note and why the chain of ownership of the note has no relevance to foreclosure courts.

Securitization audit scammers tell their desperate, clueless foreclosure victim prospects that they will research the “chain of title” and find out who owns the

note and what shenanigans happened during transfers of note ownership. They will suggest that the chain of title to the note really matters in a foreclosure dispute. In reality, as demonstrated by myriad foreclosure sales, it does not matter at all to the foreclosure judge or trustee. Those scammers will talk about their certification, credentials, and the crookedness of securitization, putting the note into the trust after the closing date specified in the pooling and servicing agreement (PSA), REMIC violations, Bloomberg terminals for researching Securities and Exchange Commission information, etc. And they will show you a wad of useless affidavits, and claim to have functioned as expert witnesses. They will not tell you their affidavits and testimony have no notable effect on foreclosure decisions.

### Judges and Lawyers Declare the Securitization Audit CROOKED

I shall prove to you right now that those securitization audit scammers and the charlatan attorneys who con you into paying for such audits are liars and con artists for suggesting such audits have an iota of value.

See, **Demilio v. Citizens Home Loans, Inc.** (M.D. Ga., 2013) (“Frankly, the Court is astonished by...Plaintiff’s attempt to incorporate such an ‘audit,’ which is more than likely the product of “charlatans who prey upon people in economically dire situation.”)

In other words, after reading this, you show yourself a fool if you ever fall for their suggestions that you need the audit to terminate a foreclosure permanently.

You do not have to take my word for it. Look at what two attorneys say about securitization audits:

- “... Most ‘securitization audits’ that I have reviewed are inadmissible in a court of law; they contain a mere opinion of a layman without personal knowledge (direct experience) as to what happened with a particular mortgage note after closing. Why pay a securitization auditor when you can have your grandmother provide an opinion as to what happened with the note and have her sign an ‘audit report’? In reality, in about 95% of all cases, the information supplied by a ‘securitization audit’ is either already publically available, or it is unavailable to either the homeowner or the auditor. Thus, where a homeowner genuinely lacks this information, an outsider’s opinion (in contrast to the bank’s admission) is unlikely to help.”

**Gregory Bryl, Foreclosure Defense Attorney, Virginia and Florida.**

<http://www.veteranstoday.com/2012/03/27/beware-of-the-latest-foreclosure-rescue-scam-securitization-audits/>

- “Mortgage Loan Securitization Audits ARE A CRIME! ... THAT INFORMATION IS USELESS IF IT IS NOT ADMISSABLE IN COURT! ... So I issue the challenge once again....WILL ANY SO CALLED SECURITIZATION EXPERT PLEASE STAND UP? PLEASE, SHARE WITH ME ADMISSABLE EVIDENCE OF SUCCESS IN ANY FORECLOSURE OR BANKRUPTCY CASE!”

**Matthew Weidner, Foreclosure Defense Attorney, Florida.**

<http://mattweidnerlaw.com/mortgage-securitization-audits-they-are-a-crime/>

### Why A Borrower Defaulting a Valid Loan Cannot Beat Foreclosure

Before I tell you how to get the benefit of a securitization audit FREE, and how to get the name of the note owner, let us examine some essential facts. To get to those facts, please answer these questions, assuming you have become a mortgagor (borrower):

1. Did you borrow money to purchase, refinance, or get a line of credit on a home?
2. Did you sign a note in which you agreed that you had received a loan?
3. Did you sign a security instrument (Deed of Trust – DOT, or Mortgage) in which you asserted having seisin (possession) and having transferred the estate to the lender for purpose of a mortgage or deed of trust?
4. Did the lender assign a servicer to service your account (take payments manage, escrow, distribute proceeds, answer your questions regarding servicing the loan)?
5. Did you make any timely payments to the servicer?

### Foreclosure Deals with Breach of Contract

If you answered yes to those questions, then you know you have a contractual relationship with the lender, in which various other entities played a role (realtor, appraiser, mortgage broker, Title Company, attorney, etc.).

Moreover, you know that if either you or the others breach the contract, then that entitles you or the lender to take legal action. You know that in a judicial foreclosure state the lender may sue you and take the house in a foreclosure sale if you breached the contract. You know that in non-judicial foreclosure state, the lender may get the trustee to foreclose.

The lender needs to fulfill certain conditions, listed in § 22 of your loan security instrument, prior to such action, such as notify you that you breached the note, accelerate the note to make the balance due and payable now, and then take the matter to the trustee or sue you to get that money or the house.

#### [You Lose the House if You Breached the Note](#)

You SHOULD know that if the lender or his agents or associates engaged in some crooked behavior that invalidated the note or the loan transaction, that will give you reason to sue.

If the lender sues you for a breach and wins, the lender gets your house, or money from its sale, because the lender has a security instrument.

Unlike the lender, you do not have a security instrument that lets you go to the court or trustee to order the lender or his agent or associate to give up his house in some kind of foreclosure sale. So how do you deal with injuries you suffered in the loan process? And how do you find out who owns the note?

#### [Why Not Ask the Servicer and Complain to the CFPB?](#)

You should know that if you want to learn who owns the note, you do not need a securitization audit because you can just ask the servicer. And that remains true if you want some error in your loan corrected.

You might know, though many do not, that the US Government has established the Consumer Financial Protection Bureau (CFPB) to resolve disputes between borrowers and lenders and their servicers. You can file a complaint at the following web site:

- CFPB Complaint - <http://www.consumerfinance.gov/>

#### [Why You Have No Standing in PSA or Note Assignment Disputes](#)

But wait a minute. Surely you must wonder whether robo-signing, notary falsification of note assignments, assignment to a securitization trust after the closing date specified in the Pooling and Servicing Agreement (PSA), violations of Real Estate Mortgage Investment Conduit (REMIC) rules, and other securitization and assignment issues have any bearing on foreclosure, and whether you can use related arguments to beat foreclosure. You might actually believe a securitization audit can shine some light on these concerns.

Let us answer another set of questions to get to the truth:

6. Did you become a party to, become injured by, or become a third party beneficiary of:
- a. The PSA for a trust that owns your note?
  - b. Any assignment of your note to another creditor (owner of beneficial interest in the note)?

If you answered NO to both a and b above, then you know that neither the assignment nor the PSA have any effect on you whatsoever. Surely you know they do not affect whether or not you have breached your note or owe a mortgage loan debt. So, therefore, you know (do you not?) that you have no standing to dispute or enforce the PSA or any assignment of the note in court. That means robo-signing of the note (one of those ridiculous things securitization auditors tell you they will find for you) has become irrelevant to you and to any court.

See, **Javaheri v. JPMorgan Chase Bank N.A.**, 2012 WL 3426278 at \*6 (C.D. Cal. Aug. 13, 2012). ("Plaintiffs here do not dispute that they defaulted on the loan payments, and the robo-signing allegations are without effect on the validity of the foreclosure process.")

### About Blank Indorsements of the Note

Furthermore, according to the Uniform Commercial Code (UCC), if a creditor indorses the note in blank instead of naming an assignee, the note becomes bearer paper. See, **UCC §3-205** <https://www.law.cornell.edu/ucc/3/3-205>.

#### § 3-205. SPECIAL INDORSEMENT; BLANK INDORSEMENT; ANOMALOUS INDORSEMENT.

(a) If an [indorsement](#) is made by the holder of an [instrument](#), whether payable to an identified person or payable to bearer, and the indorsement identifies a person to whom it makes the instrument payable, it is a "**special indorsement**." When specially indorsed, an instrument becomes payable to the identified person and may be negotiated only by the indorsement of that person. The principles stated in Section [3-110](#) apply to special indorsements.

(b) If an [indorsement](#) is made by the holder of an [instrument](#) and it is not a special indorsement, it is a "**blank indorsement**." When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed.

(c) The holder may convert a blank indorsement that consists only of a signature into a special indorsement by writing, above the signature of the [indorser](#), words identifying the person to whom the [instrument](#) is made payable.

(d) "**Anomalous indorsement**" means an [indorsement](#) made by a person who is not the holder of the [instrument](#). An anomalous indorsement does not affect the manner in which the instrument may be negotiated.

An enormous number of notes bear blank indorsements. That makes it easy to hand them off without cumbersome paper trails. Thus, whoever holds the note can enforce it, whether or not the holder owns beneficial interest in it. So, try answering this question:

7. If the most recent indorser of your note indorsed your note in blank, why would you care who owns it?

I suppose you realize that you should not care because the note holder, regardless of identity, will foreclose and take the house if you breach the note.

### Who May Enforce the Note, Even if Lost, Stolen, or Destroyed

The UCC defines the "PETE" – Person Entitled to Enforce the note. See, **UCC §3-301** <https://www.law.cornell.edu/ucc/3/3-301>.

#### § 3-301. PERSON ENTITLED TO ENFORCE INSTRUMENT.

"**Person entitled to enforce**" an [instrument](#) means (i) the holder of the instrument, (ii) a nonholder in possession of the instrument who has the rights of a holder, or (iii) a person not in possession of the instrument who is entitled to enforce the instrument pursuant to Section 3-309 or [3-418\(d\)](#). A person may be a person entitled to enforce the instrument even though the person is not the owner of the instrument or is in wrongful possession of the instrument.

In the event the note becomes lost, destroyed, or stolen, the PETE can enforce the note anyway. See, **UCC §3-309** <https://www.law.cornell.edu/ucc/3/3-309>.

#### § 3-309. ENFORCEMENT OF LOST, DESTROYED, OR STOLEN INSTRUMENT.

(a) A person not in possession of an [instrument](#) is entitled to enforce the instrument if:

- (1) the person seeking to enforce the instrument

(A) was entitled to enforce it the instrument when loss of possession occurred, or

(B) has directly or indirectly acquired ownership of the instrument from a person who was entitled to enforce the instrument when loss of possession occurred;

(2) the loss of possession was not the result of a transfer by the person or a lawful seizure; and

(3) the person cannot reasonably obtain possession of the instrument because the instrument was destroyed, its whereabouts cannot be determined, or it is in the wrongful possession of an unknown person or a person that cannot be found or is not amenable to service of process.

(b) A person seeking enforcement of an [instrument](#) under subsection (a) must [prove](#) the terms of the instrument and the person's right to enforce the instrument. If that proof is made, Section [3-308](#) applies to the case as if the person seeking enforcement had produced the instrument. The court may not enter judgment in favor of the person seeking enforcement unless it finds that the person required to pay the instrument is adequately protected against loss that might occur by reason of a claim by another person to enforce the instrument. Adequate protection may be provided by any reasonable means.

**In view of these laws, the Trustees and Courts do not require the PETE to present the original note in order to foreclose. Some states, like Florida, which require the original and will not admit into evidence a copy of a negotiable instrument, provide a law allowing a creditor to reestablish a lost, stolen, or destroyed instrument, and thereby effectively to create a new, legal “original.” See Florida Statutes, Chapter 71, <http://goo.gl/hrB9bY>.**

So, answer these questions:

8. Can a creditor foreclose a lost, stolen, or destroyed note on which you defaulted?
9. Can a PETE who does not have creditor status foreclose a note in default?

I hope you answered YES to those two questions. If so, you have by now begun to realize that only two questions have salient importance in your mortgage:

10. Did you breach the note?
11. Does the note lack validity?

If you answer yes to the first question, then you know that the PETE can enforce the note by foreclosing and forcing a sale of the collateral property – your house.

## The ONLY Reliable Basis for Battling the Creditor and Associates

If you answered yes to the second question, then you might have an opportunity to undo the foreclosure and wind up with the house free and clear, or with a loan modified to your advantage, or setoffs from your debt, or compensatory and punitive damages awards. You may sue for injuries that made the note invalid, whether or not you face foreclosure.

You may NOT sue until you have complied with § 20 of your loan security instrument, which provides the following delightful text:

*Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.*

You can find applicable law (RESPA – Real Estate Settlement Procedures Act – 12 U.S.C. 2601 et seq.) and Regulations (Regulation X – 12 C.F.R. 1024 et seq.) at the below web sites, but take note that I have provided links to the latest at this point in time, and you might need to refer to earlier years based on your situation:

- Law – 12 U.S.C. 2601 et seq.
  - Current - <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title12/html/USCODE-2013-title12-chap27.htm>

- Specifically – 12 U.S.C. 2605 - <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title12/html/USCODE-2013-title12-chap27-sec2605.htm>
- Select a year - <http://www.gpo.gov/fdsys/browse/collectionUScode.action?collectionCode=USCODE>
- Regulations - 12 C.F.R. 1024 et seq.
  - Current - [http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title12/12cfr1024\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title12/12cfr1024_main_02.tpl)
  - Specifically - 12 C.F.R. 1024.35 - [http://www.ecfr.gov/cgi-bin/text-idx?SID=c62bd07809310011072f3050b166de7e&mc=true&node=s12.8.1024\\_135&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=c62bd07809310011072f3050b166de7e&mc=true&node=s12.8.1024_135&rgn=div8)

Take note of (carefully read) 12 U.S.C. 2605 and 12 C.F.R. 1024.35 at the above links, for these tell you the duties of the servicer to notify you of changes of the servicer, and explain what questions the servicer must answer for you, what questions the servicer may ignore, and what corrective actions the servicer must take.

So, you see, if you know the note lacks validity in some respect because the lender, servicer, title company, mortgage broker, appraiser, realtor, or some attorney or other third party injured you at the inception of the loan, you can ask for a settlement from, or sue the injurious party. You start by bringing the injuries to the attention of the servicer.

Now you face a gnawing question that you absolutely must answer:

12. How do you find out whether the note lacks validity?

### Why Mortgage Borrowers Need a Professional Mortgage Examination

Obviously, **YOU** should examine all the documents related to your loan transaction for evidence of fraud, regulatory breaches, contract breaches, legal errors, and flim-flams. You might find all kinds of causes of action (reasons to sue) that entitle you to challenge the validity of the loan in court and get the court to compensate you for your injuries.

To examine your loan transaction and related issues comprehensively and comprehensively, you will need a good working knowledge of tort law, contract law, mortgage finance law, real estate law, criminal law, bankruptcy law, foreclosure law, consumer credit law, and federal and state regulations law

dealing with mortgages, lending, disclosures, credit reporting, debt collection, equal opportunity, etc.

That brings us to the toughest question of all:

13. Do you have the requisite knowledge and skill to perform a comprehensive, professional examination of your loan transaction and any related court actions?

Frankly, I guess most home loan borrowers do not have a clue how to do that. So naturally, you will want an answer to this question:

14. *Who* has such competence and experience to perform a comprehensive mortgage loan transaction examination?

This article focuses on an entirely different issue. It deals with why you do not need a securitization audit and how to get the putative benefits of such an audit FREE. So, I shall address the answer to the above question briefly at the end of the article.

But, I do guarantee you right now that NO securitization auditor or so-called forensic loan auditor, and only the rarest of attorneys, has the remotest capability of doing such an examination correctly without wasting your money.

[How to Discover Who Owns Your Mortgage Note: Ask the Servicer](#)

So let us get on with this final question:

15. How do I find out who owns the note?

[How to Avoid Paying the Wrong Party](#)

Most people worry about who owns the note because they do not want to pay the wrong person and then face an accusation of breaching the note through non-payment. Some simply want to mount a challenge against foreclosure, thinking that if the wrong person forecloses, that will justify asking the court to dismiss the case or stop the foreclosure.

Suppose you do not know who owns the note and you fear that the wrong person will receive your mortgage payments. That could open you to an accusation by the real creditor that you breached the note through non-payment. The courts provide a means for ensuring that your payment goes to the right party: the Interpleader Action.

Your loan security instrument identifies whom to pay. If you ever doubt whom to pay, you can file the interpleader action to remove doubt and comply with the terms of your loan. The court will assign someone to take your money and pay it to the correct party.

#### Federal Law Helps You Find the Owner of the Note

As to how to find out who owns the note, federal law requires the creditor and servicer to notify you of any change in creditor or servicer timely so you do not pay the wrong party. Read the law for yourself, here:

- <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title15/html/USCODE-2013-title15-chap41-subchapI-partB.htm>

*See*, 15 U.S.C. 1641(f)

#### **(f) Treatment of servicer**

##### **(1) In general**

A servicer of a consumer obligation arising from a consumer credit transaction shall not be treated as an assignee of such obligation for purposes of this section unless the servicer is or was the owner of the obligation.

##### **(2) Servicer not treated as owner on basis of assignment for administrative convenience**

A servicer of a consumer obligation arising from a consumer credit transaction shall not be treated as the owner of the obligation for purposes of this section on the basis of an assignment of the obligation from the creditor or another assignee to the servicer solely for the administrative convenience of the servicer in servicing the obligation. Upon written request by the obligor, the servicer shall provide the obligor, to the best knowledge of the servicer, with the name, address, and telephone number of the owner of the obligation or the master servicer of the obligation.

Federal law also requires the servicer and creditor to notify the borrower of any change in the servicer or creditor.

*See*, 15 U.S.C. 1641(g)

#### **(g) Notice of new creditor**

##### **(1) In general**

In addition to other disclosures required by this subchapter, not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or

assignee of the debt shall notify the borrower in writing of such transfer, including—

- (A) the identity, address, telephone number of the new creditor;
- (B) the date of transfer;
- (C) how to reach an agent or party having authority to act on behalf of the new creditor;
- (D) the location of the place where transfer of ownership of the debt is recorded; and
- (E) any other relevant information regarding the new creditor.

## **(2) Definition**

As used in this subsection, the term "mortgage loan" means any consumer credit transaction that is secured by the principal dwelling of a consumer.

Thus, the borrower should always have timely notice in order to pay the right party and to know whether the right party has made any effort to foreclose a defaulted loan.

If in doubt the borrower need only call or write to ask the servicer. The servicer must give the borrower the identity and contact information for the creditor, and the details regarding escrow for insurance and property tax, and other information regarding servicing the loan.

[Get Help from the Consumer Financial Protection Bureau](#)

If the servicer plays dumb or either the servicer or creditor fail to inform the borrower, then the borrower may seek enforcement assistance from the CFPB. As I mentioned above, you can file a complaint via the web site:

- CFPB Complaint - <http://www.consumerfinance.gov/>

[Sue the Creditor and/or Servicer](#)

As to punishing servicer recalcitrance, federal law provides borrowers with a private right of action against the creditor and/or servicer as appropriate. The court can order the defendants to pay the borrower up to \$4000, plus any actual damage, plus legal fees and costs of the action. The court can force the defendants to give the proper information to the borrower.

*See, 15 U.S.C. 1640(a)*

### **§1640. Civil liability**

- (a) Individual or class action for damages; amount of award; factors determining amount of award**

Except as otherwise provided in this section, any creditor who fails to comply with any requirement imposed under this part, including any requirement under section 1635 of this title, subsection (f) or (g) of section 1641 of this title, or part D or E of this subchapter with respect to any person is liable to such person in an amount equal to the sum of—

(1) any actual damage sustained by such person as a result of the failure;

(2)(A)(i) in the case of an individual action twice the amount of any finance charge in connection with the transaction, (ii) in the case of an individual action relating to a consumer lease under part E of this subchapter, 25 per centum of the total amount of monthly payments under the lease, except that the liability under this subparagraph shall not be less than \$200 nor greater than \$2,000, (iii) in the case of an individual action relating to an open end consumer credit plan that is not secured by real property or a dwelling, twice the amount of any finance charge in connection with the transaction, with a minimum of \$500 and a maximum of \$5,000, or such higher amount as may be appropriate in the case of an established pattern or practice of such failures; <sup>1</sup> or (iv) in the case of an individual action relating to a credit transaction not under an open end credit plan that is secured by real property or a dwelling, not less than \$400 or greater than \$4,000; or

(B) in the case of a class action, such amount as the court may allow, except that as to each member of the class no minimum recovery shall be applicable, and the total recovery under this subparagraph in any class action or series of class actions arising out of the same failure to comply by the same creditor shall not be more than the lesser of \$1,000,000 or 1 per centum of the net worth of the creditor;

(3) in the case of any successful action to enforce the foregoing liability or in any action in which a person is determined to have a right of rescission under section 1635 or 1638(e)(7) of this title, the costs of the action, together with a reasonable attorney's fee as determined by the court; and

(4) in the case of a failure to comply with any requirement under section 1639 of this title, paragraph (1) or (2) of section 1639b(c) of this title, or section 1639c(a) of this title, an amount equal to the sum of all finance charges and fees paid by the consumer, unless the creditor demonstrates that the failure to comply is not material...

Please read the full Civil Liability law at the below link. I have only provided the part important to this discussion.

- <http://www.gpo.gov/fdsys/pkg/USCODE-2013-title15/html/USCODE-2013-title15-chap41-subchapI-partB.htm>

The SEC Web Site

You can satisfy your curiosity about the PSA and other documents related to your loan, such as the bank's 424(b)(5) prospectus form filing. You need only dig around in Edgar at the Securities and Exchange Commission's web site here:

- <http://www.sec.gov/edgar.shtml>

You can find the regulations requiring such filings in 17 C.F.R. 230.424

- [http://www.ecfr.gov/cgi-bin/text-idx?SID=57184594b5d369711682228bbd070274&mc=true&node=pt17.3.230&rgn=div5#se17.3.230\\_1424](http://www.ecfr.gov/cgi-bin/text-idx?SID=57184594b5d369711682228bbd070274&mc=true&node=pt17.3.230&rgn=div5#se17.3.230_1424)

Thus, You Need NO Securitization Audit to Receive its Alleged Benefits

As you can see, I have just saved you the cost of a securitization audit. I have given you the main benefit of it, knowledge of how to discover the identity of the creditor, the person who owns beneficial interest in the note, and I have shown your entitlement to get the court to award damages to you for a failure to give that information. And I gave you all that ABSOLUTELY FREE.

Now you know also that you do not need to pay some scalawag huckster of a securitization auditor to find out who owns your note. Most of the time the so-called auditor gives clients a bunch of useless information like a copy of the PSA, but fails to tell you who owns the note. Why? Because creditors indorsed most securitized notes in blank and most notes have become securitized.

If in doubt, check the Fannie Mae or Freddie Mac web site and enter your loan number, for they own many if not most of the mortgage notes.

- Fannie Mae Loan Lookup – <https://knowyouroptions.com/loanlookup>
- Freddie Mac Loan Lookup – <https://ww3.freddiemac.com/loanlookup/>

If still in doubt, pick up the phone. Call the servicer, and ask, “Who owns my note?” If you get the bum's rush, try it in writing, then contact the CFPB, and complain. If that does not work, SUE.

But under NO CIRCUMSTANCES should you bother with a securitization audit. It will only waste your money and your time, and give you zero benefit.

Yes, I know I titled the article to make it seem like securitization audits provide benefits you can get free. Well I gave you FREE those benefits that a securitization auditor fools victims into thinking they will get for a big fat fee, but which the victims do not get at all.

If you already made the ill-informed mistake of paying a securitization auditor for that useless audit, I suggest that you demand a full refund and report that scalawag to the State Attorney General. Why? Because those crooked “auditors” *know* they sell useless junk.

### [Save Your Money for a Professional Mortgage Examination](#)

Besides, you will need all that money to pay a competent, professional mortgage transaction examiner to examine your transaction documents. That will reveal injuries you have suffered. And when you show the injuries to the servicer, the injurious parties, the CFPB, and the court, you thereby give yourself the **ONLY** opportunity of pressing your adversary into a settlement or of obtaining a damage award judgment from the court.

Yes, I know the **ONLY** such examination firm in the USA, the only one I can confidently recommend.

If you have a mortgage and you want help with it, familiarize yourself with the articles and concepts at the [Mortgage Attack](#) web site here:

- <http://MortgageAttack.com>

Then write me using the contact form at the site, or pick up the phone and call me at

- 1 (727) 669-5511

Bob Hurt

