

## Affidavit For an Attorney to Quiet Title per TILA and COTA

Status as of February 17th, 2015

**I, Lance R. Cassino (“Cassino”), declare under penalty of perjury under the laws of Colorado that the following facts are true and correct.**

1. In May of 2003 Cassino had Evergreen Surveying, Inc., owned by Robert L. Feroldi, survey 5 acres of his primary residence located at 13883 S. Wamblee Valley Road, Conifer, Colorado 8043 (the “Property”) - see **Exhibit A - Parcel Map**. Cassino needed the legal description of the 5 acres with his home and improvements that adjoins Parcel 2’s vacant 5 acres to the East in Parcel 1’s 40 acres. This legal description was needed because Cassino planned on refinancing in 2005 with a new loan security of just the home and 10 acres instead of the home and 45 acres as with the current loan in 2003.

2. On September 26th, 2005, Cassino entered into a new mortgage loan transaction with Community Mortgage Group, Inc. (“CMG”) in Westminster, CO (the new “original lender”, secured by only 10 acres of the 45 acres of the Property as planned Parcel 1 Vacant 5 Acres Legal Description Evergreen Surveying Legal Description for adjoining 5 acres with home. (In violation of TILA law, not disclosed to Cassino was the “promissory note” was a cleverly disguised “check” to be used in the funding of his own loan and that his “promissory note” was going to be securitized via M.E.R.S. being named only in the deed of trust as “beneficiary” solely as “nominee” for CMG – no mention of that at all in the “promissory note”. Cassino did not know about this until Security Title sent him on 6/4/2013 a copy of the wire transfer and instructions “funding” his loan. After learning about the unanimous Supreme Court decision at <http://www.blogtalkradio.com/neilgarfield/2015/02/12/neil-garfield-show-on-foreclosure-defense> on a TILA opinion - JESINOSKI ET UX. v. COUNTRYWIDE HOME LOANS decision 1/13/2015, Cassino rescinded his loan on 1/30/2015 – see **Exhibit B - Cassino Rescission Letter**).

Note: The Crash of 2008-9 where the average American lost 38% of their net worth in 401k’s, ira’s, stock, real estate was caused by the securitization of notes using M.E.R.S. and equivalents into bundles of MBS used to create the derivatives. A majority of home loans/notes and titles closed between 2000 and 2009 are clouded by M.E.R.S. [www.CloudedTitles.com](http://www.CloudedTitles.com)

3. On October 6th, 2005 the assignment of the Deed of Trust and Promissory Note was electronically recorded as Reception # 2005094330. The Deed of Trust was recorded only having on it the legal description for the vacant 5 acres – missing the legal description for adjoining 5 acres with home and improvements surveyed by Evergreen Surveying, Inc. in May 2003. This was not known by all parties until 2011.

4. In between October and December of 2005, CMG located in Westminster, Colorado ceased operations and became a nonviable entity. That also ended CMG membership in Mortgage Electronic Registration Systems, Inc. (“MERS”). When Washington Mutual (“WaMu”) became the servicer in November 2005 for CMG, CMG did not record an assignment to WaMu in the land records. When WaMu went bankrupt Chase took over some of WaMu assets/liabilities but not WaMu loans (FDIC v. Chase 11/19/2013 \$13 billion settlement agreement with Chase acknowledging it is not successor-in-interest to Washington Mutual Bank loans).

5. In December 2010, after 3 denials for a loan modification from JP Morgan Chase Bank N.A. (“Chase”) due to health and temporary loss of income issues,, and not being in default (Chase did require first missing 2 payments in order to “qualify” - but not 3 - while working with Chase for yet another loan modification request), Cassino retained attorney Mitchell J. Stein and Associates in December 2010. Chase fraudulently denied accepting my regular monthly payments as of January 2011 in retaliation for his retaining counsel - to illegally force a default to foreclose.
6. On March 9th, 2011, Lisa Cancanon, Esq. of Aronowitz and Mecklenburg LLP (“AMLLP”) fraudulently signed her name to a Statement by Attorney for Qualified Holder Pursuant to 38-38-101, C.R.S. filed at the Public Trustee's Office of Jefferson County.
7. On March 17th, 2011 Chase filed a NOTICE OF ELECTION AND DEMAND FOR SALE at the Jefferson County Public Trustee's Office to commence a non-judicial foreclosure action against the Property pursuant to Colorado Rule of Civil Procedure 120 to first reform the deed of trust from 5 vacant acres to that plus the adjoining 5 acres with the home and improvements on it. This was caused by error/s and/or intention by the lender CMG and/or the title company. Once the “reforming the deed of trust” was done, Chase intended to foreclose, while not having standing to reform the deed of trust let alone foreclose – because it is not the “boss of the note/person entitled to enforce” or an agent of the “the note holder in due course”.
8. On April 21st, 2011, after realizing the deed of trust only had the 5 vacant acres on it Chase filed a WITHDRAWAL OF NOTICE OF ELECTION AND DEMAND FOR SALE BY PUBLIC TRUSTEE (“WITHDRAWALNED”) at the Jefferson County Public Trustee's Office.
9. On September 28, 2011, more than 6 months after the Chase fraudulent foreclosure attempt, Chase created an assignment to itself (only by self-appointment, as original lender CMG went out of business late in 2005) using Mortgage Electronic Registration Systems, Inc. (“MERS”) to “assign” the Deed of Trust and Promissory Note on the subject property to JP Morgan Chase Bank, N.A. (“Chase”) as trustee for WaMu Mortgage Pass-Through Certificates, Series 2005-AR19.
10. The September 28, 2011 assignment presumes that MERS is the “nominee” of lender CMG successors and assigns. (Note: Cassino submitted evidence in the “settled” state case from the MERS PROCEDURES MANUAL stating that MERS cannot transfer the deed of trust and note.)
11. On November 16th, 2011 Chase filed a complaint in District Court County of Jefferson, Colorado to reform the deed of trust with just 5 vacant acres legal description to include the adjoining 5 acres with the home on it legal description and then to foreclose.
12. An Affidavit of Lost Note was apparently fraudulently created by Chase dated April 24th, 2012 and apparently robo signed by Ashley Jordan VP Chase and apparently fraudulently notarized by Helen P. Tubbs.
13. Another Affidavit of Lost Instrument was apparently fraudulently created by Chase dated December 13th, 2012 apparently robo signed by Serina Lee VP Chase and apparently fraudulently notarized by Angela Ruth Payne.
14. In December of 2012 Plaintiff Chase and Defendant Cassino dismissed without prejudice Chase claims and Cassino counter claims for quiet title and damages. In March 2013, Chase in a “settlement” that is invalid

(as Chase had no capacity or standing to enter into the contract), paid Cassino \$10,000 for attorney fees and to apply for a 4th time for a loan modification (that they knew they could not do legally because of not being the note holder in due course) and to “work with Chase” on reforming the deed of trust.

15. In July 2013, after almost 7 months of Chase “evaluation and sand bagging”, Chase denied Cassino’s 4th loan modification application as expected because they did not have standing to do so. If they did, they would be creating more fraud and legal liability.

16. On October 3, 2013 Cassino filed a case in Federal court for quiet title, removal of Chase lis pendens and damages. **Cassino did not know that Chase recorded a release in the land records of the lis pendens on September 26, 2013 that they originally filed November 18, 2011.** The deed of trust still only has 5 vacant acres legal description on it. It is missing the adjoining 5 acres with home and improvements legal description due to either the lender CMG error (intentional or not) or the title insurance company. First American Title Insurance Company.

17. On November 19th, 2013, Chase a national bank, entered into a "SETTLEMENT AND RELEASE AGREEMENT (AGREEMENT)" for \$13 Billion with the FEDERAL DEPOSIT INSURANCE CORPORATION (“FDIC”) which states: No Acknowledgment or Admission. Nothing in either this Agreement or the DOJ Agreement shall constitute an admission or imply that JPMorgan Chase Bank, N.A. or any of its subsidiaries or affiliates became successor-in-interest to Washington Mutual Bank. **Note: there is also the deposition of Lawrence Nardi May 9th, 2012 that Chase never took as successor-in- interest notes of Washington Mutual Bank;** IN THE CIRCUIT COURT OF THE FIFTH JUDICIAL CIRCUIT, IN AND FOR LAKE COUNTY, FLORIDA CASE NO.: 2009 CA 005717 JPMORGAN Chase BANK, N.A. as Successor in Interest to Washington Mutual BANK, Plaintiff, VS SHERONE D. WAISOME, et al, Defendant. DEPOSITION OF: LAWRENCE NARDI, DATE TAKEN: MAY 9, 2012 TIME: 9:03 A.M. PLACE: 121 SOUTH ORANGE AVENUE SUITE 800 ORLANDO, FLORIDA REPORTED BY: CINDY CONNER, CSR, RPR AND NOTARY PUBLIC [www.firstchoicereporting.com](http://www.firstchoicereporting.com) 800.939.0093

18. On April 7, 2014 Cassino withdrew his Federal case without prejudice and is now in a stalemate with Chase.

19. **Cassino and Chase are in a stalemate over Cassino’s clouded title with these serious issues for Chase;** the original lender CMG - Community Mortgage Group, Inc. went out of business within 2-3 months of closing in 2005 without recording an assignment to Washington Mutual and ceasing being a MERS member; Chase self-appointing itself with “right to foreclose” via a corporate assignment by MERS with a Chase employee named Benito E. Caldwell - that was also an Assistant Secretary for MERS (my attorney Steve Navaro proved to Chase attorneys this assignment was fraudulent in the state case); the assignment was done 9/28/2011 - 6 months after Chase illegally tried to foreclose 3/17/2011 and more than 5 years after the original lender went out of business without ever recording an assignment; and despite Chase not having possession of the original note/indorsements/allonges, Chase created not one but two affidavits about the lost note: An Affidavit of Lost Note dated 4/24/2012 by Ashley Jordan VP and 7 plus months later an Affidavit of Lost Instrument dated 12/13/2012 by Serina Lee VP. Both likely robo signed and of questionable notarization.

20. The stalemate with Chase has been from the March 2013 illegal “settlement” to date, has and is financially damaging Cassino due to the illegal lien on Parcel 1 per deed of trust every month, by not allowing Cassino to reorganize financially to decrease his monthly expenditures \$875 a month with a new loan.

21. Look at all the settlements Chase – in essence a RICO white collar criminal stealing homes for free - far worse than a blue collar bank robber - has paid to all involved that were cheated or conned – investors, insurance companies, regulators like FDIC, let alone homeowners - see **Exhibit C – Chase’s Unbelievable Number of Settlements.**

### AFFIDAVIT AND OATH

The undersigned Affiant, Lance R. Cassino, does solemnly swear, declare and state as follows:

- 1) Affiant is competent to state the matters set forth herein; and
- 2) Affiant has knowledge of the facts stated herein; and
- 3) All the facts herein are true, correct and complete, admissible as evidence and if called upon as a witness, Affiant will testify to their veracity; and
- 4) Affiant state the above three facts pertaining to this Affidavit For Neighbors Affected By 5 Vacant Acres Parcel Property Lines

(Oath:) “ I declare under penalty of perjury that the information above is true and correct.”

Dated: February 17, 2015

By: Lance R. Cassino

Lance R. Cassino

POB 1050

Conifer, CO 80433

303-838-0221

[lancecassino@msn.com](mailto:lancecassino@msn.com)

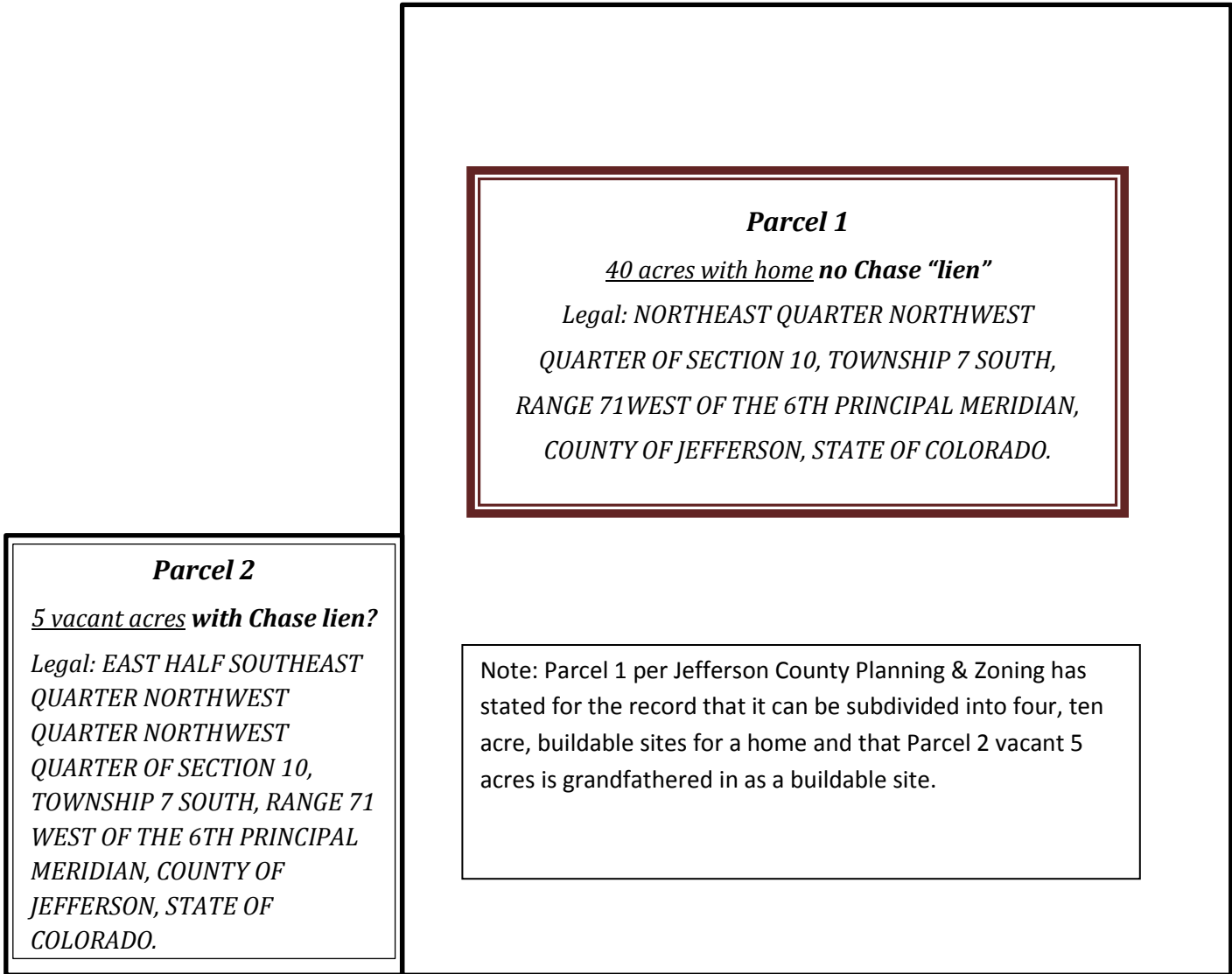
[www.COTApralegals.US](http://www.COTApralegals.US)

**Exhibit A - Parcel Map**

Property Address: 13883 South Wamblee Valley Road, Conifer, CO 80433

Schedule 045042 with 2 parcels: parcel 1 with home, garage and improvements on 40 acres and adjoining parcel 2 vacant 5 acres for a total of 45 acres.

**Not drawn to scale as of 2/17/2015**



**Exhibit B - Cassino Rescission Letter**

Friday, January 30, 2015

Sent today via <http://www.certifiedmaillabels.com/usps-certified-mail-online-print-and-mail-service/>

JPMORGAN CHASE & CO.

270 Park Avenue

New York, NY 10017

LANCE R. CASSINO POB 1050 CONIFER, CO 80433

**RE: Rescission of loan no. 12105050170 (Chase loan no. 642025647) originated 9/26/2005 with COMMUNITY MORTGAGE GROUP, INC., 1745 SHEA CENTER DRIVE, SUITE 270, HIGHLANDS RANCH, COLORADO 80129 and real property located at 13883 South Wamblee Valley Road, Conifer, CO 80433**

To Whom It May Concern:

Pursuant to the provisions of the Truth and Lending Act (“TILA”), 15 U.S.C. Section 1635, I hereby rescind the above-referenced loan, due to violations of TILA, including but not limited to the unlawful failure to give timely and proper notices required under TILA.

With this letter, I hereby exercise my rights under the Federal Truth in Lending Act, 15 U.S.C. § 1635 and Regulation Z, 12 C.F.R. 226.23(b)(5) to rescind the above referenced mortgage loan due to undeniable fraud, concealment, non-disclosure and more at my 9/26/2005 closing – only recently learned.

Regarding the statute of limitations on this rescission, the Supreme Court recently decided 1/13/2015 on JESINOSKI ET UX. v. COUNTRYWIDE HOME LOANS, INC., ET AL. [http://www.supremecourt.gov/opinions/14pdf/13-684\\_ba7d.pdf](http://www.supremecourt.gov/opinions/14pdf/13-684_ba7d.pdf) regarding the 3-yr SOL run on TILA claims. We have been tracking several US Court appeals on TILA claims and have reviewed this decision with attorneys I work with.

Please be advised that your security interest in my home is now void per 15 U.S.C. § 1635; Regulation Z § 226.23 and to do your part to terminate the security interest in my home.

Thank you for your prompt attention to this matter. You may contact me at 303-838-0221 should you require any further information or would like to discuss this matter further.

Sincerely,

LANCE R. CASSINO

c.c. The Corporation Company, 1675 Broadway, Suite 1200, Denver, CO 80202  
JPMorgan Chase & Co., 270 Park Avenue, New York, NY 10017  
Chase, P.O. Box 183166, Columbus, OH 43218-3166  
Community Mortgage Group, Inc. care of Colorado Secretary of State Wayne Williams  
Colorado Attorney General Cynthia Coffman 1300 Broadway, 10th Floor Denver, CO 80203  
Consumer Financial Protection Bureau, P.O. Box 4503, Iowa City, Iowa 52244

## **Exhibit C – Chase’s Unbelievable Number of Settlements**

(used by Cassino in his 2013-2014 Federal Lawsuit fought to a stalemate 4/7/2014)

### **OVERVIEW OF DEFENDANT CHASE CRIMES SETTLED BY FINES:**

Plaintiff Cassino claims Chase/Defendants are 2 of several masterminds of the Casino Derivatives Ponzi Scheme that caused the CRASH 2008-9 per NY AG Eric Schneiderman. Costing the average citizen, let alone home owner, and average nationwide loss of wealth of 38% in wealth transfer (home equity, 401k's now 201k's, pension plans and more) to the major banks like Defendant Chase. All involved are considered by many as R.I.C.O. criminals – especially Defendants Chase and MERS. Defendant Chase has had a hand in every major banking scandal of the last decade – the “Zelig” of Wall Street Ponzi scheme crimes. Some of the proof is the \$90 trillion of derivatives on the balance sheet as “special purpose entity accounts”. \$90 trillion is more than the entire annual GDP of planet earth! Expert economists predict another economic crash that has only been delayed by Quantitative Easing I, II, III and further R.I.C.O. crimes to 2014-15. The proof is in all the fines they have paid to settle the many lawsuits against them the last 4-5 years. Defendant Chase has gamed everybody in their Ponzi scheme including themselves (by their own holding of \$90 trillion plus in derivatives on the books): Homeowners foreclosure fraud (free homes for Chase), Investor fraud, fraud on government regulators, Fannie, Freddie, FHA, FDIC, cheating credit card customers, market manipulations of oil, gold and silver, LIBOR rigging, fraud on the State courts and Federal courts. So, Plaintiff asks how can the courts shut the door on looking at all the evidence above in toto for this case? Hopefully this court will not close its eyes to the impact of all these documented crimes by Defendant Chase (why else would CHASE pay these enormous fines to settle if they committed no crimes?) on this case. Here are some, but not all of the CHASE settlements – so far:

JP Morgan Chase Crazy Fine Tally as of September 19, 2013 and JP Morgan Chase's Long List of Expensive Legal Settlements Grows Even Longer from

<http://www.thedailybeast.com/articles/2013/09/20/jp-morgan-chase-s-long-list-of-expensive-legal-settlements-grows-even-longer.html>

"It's no fun being America's former favorite bank JPMorgan Chase. Yesterday, September 19<sup>th</sup> 2013, saw more eye-popping fines for the beleaguered megabank.

Back in May, we tallied up J.P. Morgan Chase's impressive, depressing, and expensive list of legal and regulatory worries. The company has been eager to draw a line under its legal woes. But the charges, settlements, and investigations keep coming. On Thursday alone, JP Morgan Chase was hit with about \$1.3 billion in new costs. While individual charges are generally drops in the bucket for big banks, the cumulative effect of JPMorgan's woes even have members of its board asking when it will end.

Below is an updated list of the highlights—or lowlights—of the bank's MANY settlements over the past 5 years.

**First an update on settlements since September 19, 2013:**

**Date: January 7, 2014 Bernie Madoff Amount: \$2 Billion NEW YORK DAILY NEWS**

JPMorgan Chase to pay \$2.5 billion in penalties tied to Bernie Madoff's \$65 billion scam The payout is the largest-ever bank forfeiture as well as the biggest Department of Justice penalty for a Bank Secrecy Act violation, though victims believe it's not enough as the deal spared its executives any chance of jail time in Bernard Madoff's \$65 billion Ponzi scheme. But in a different courthouse — just a couple of hours after the deal was announced — a small-business owner was sentenced to four years in prison for duping a wealthy investor. The disparity reads like a tale of two cities.



The settlement by JPMorgan, the nation's largest bank, ended its 22-year relationship with the man behind the crime of the century — and infuriated Madoff victims who denounced the agreement as a slap on the wrist.

**Date: November 19, 2013 FDIC v JP Morgan Chase Amount: \$13 Billion**

NEW YORK, Nov 19, 2013 (BUSINESS WIRE) --JPMorgan Chase & Co. announced today that it has reached a \$13 billion settlement in principle negotiated by the President's RMBS Working Group of the Financial Fraud Enforcement Task Force. Today's settlement resolves actual and potential civil claims by the Department of Justice (DoJ), several State Attorneys General (State AGs), the Federal Deposit Insurance Corporation (FDIC), the National Credit Union Administration (NCUA) and the Federal Housing Finance Agency (FHFA) relating to residential mortgage-backed securities (RMBS) activities by JPMorgan Chase, Bear Stearns and Washington Mutual. In Exhibit D at paragraph 13 of the settlement, JPMorgan Chase admitted that it is not successor in interest to WaMu loans.

**Date: September 19, 2013 Amount: \$309 Million**

Behavior: The Consumer Financial Protection Bureau said that JPMorgan Chase and Chase Bank used unfair billing practices and charged credit card customers for credit monitoring services they never actually got. It was forced to pay refunds to a total of 2.1 million customers

**Date: September 19, 2013 Amount: \$920 Million**

Behavior: Massive losses in 2012 from trades conducted by the so-called "London Whale" led to fines from both US and UK regulators. They include: \$200 million to the Federal Reserve for risk-management failures, \$300 million to the Comptroller of the Currency for unsafe derivatives trading activities, \$200 million to the SEC, and \$220 million to the UK Financial Conduct Authority.

**Date: September 9, 2013 Amount: \$300 Million\***

Behavior: JPMorgan and insurer Assurant settled charges that it pushed customers into overpriced property insurance, which would reap kickbacks for JPMorgan in the form of commissions.

\*The total amount was not all paid by JPMorgan.

**Date: September 5, 2013 Amount: \$18.3 Million**

Behavior: When JPMorgan acquired Bear Stearns at the height of the financial crisis, it also acquired Bear, Stearns's legal obligations and problems, including this lawsuit that charged Bear failed adequately to disclose interest rates on mortgage documents with adjustable interest rates. The company agreed to settle the charges for a small payment.

**Date: July 30, 2013 Amount: \$410 million**

Behavior: From September 2010 to November 2012, JPMorgan allegedly engaged in market manipulation in the electricity markets in California and Michigan. It was forced to disgorge profits and pay a fine to the Federal Energy Regulatory Commission.

**Date: June 6, 2013 Amount: \$1.564 Billion**

Behavior: In November of 2011, Jefferson County, Alabama declared bankruptcy in part because risky securities arrangements left it with billions of debt for financing sewer repair. JPMorgan Chase was the bank the county blamed in what was the biggest US municipal bankruptcy – until Detroit. In June, a court ++ruled++[ <http://dealbook.nytimes.com/2013/06/05/debt-deal-in-alabama-will-cost-jpmorgan/>]

that JPMorgan would lose \$842 million of the \$1.22 billion in sewer debt it held. What's more, the bank also sacrificed \$647 million in termination fees on derivatives that it had collected, and paid a \$75 million to the SEC.

**Date: March 2013 Amount: \$100 million**

Behavior: JPMorgan Chase agreed to return \$546 million to former customers of MF Global Holdings, the investment firm run by former New Jersey governor Jon Corzine that collapsed in 2011. While it did not admit wrongdoing, JPMorgan had been threatened with a lawsuit if it didn't return the cash that had been transferred from MF Global during the firm's chaotic final days.

**Date: January 2013 Amount: Unclear**

Behavior: Ten banks, including JPMorgan Chase, agreed to an \$8.5 billion settlement with the Office of the Comptroller of the Currency and the Federal Reserve over "robo-signing" and other alleged abuses of the foreclosure process. The banks were to pay \$3.3 billion to harmed borrowers and provide a combined of \$5.2 billion in assistance in the form of principal reductions or mortgage modifications. JPMorgan Chase didn't disclose its share of the settlement.

**Date: November 2012 Amount: \$296.9 million**

Behavior: The Securities and Exchange Commission charged JPMorgan with misleading investors about the quality of mortgages that underlay mortgage-backed securities it sold. The bank settled the charges without admitting or denying guilt.

**Date: March 2012 Amount: \$150 million**

Behavior: After being sued by pension funds and investors for investing their funds in a risky structured investment vehicle that failed at the height of the global financial crisis in 2008, JPMorgan settled the suit without admitting wrongdoing.

**Date: February 2012 Amount: \$110 million**

Behavior: Along with Bank of America and a few smaller lenders, JPMorgan settled consumer litigation that claimed the banks processed checks by size—rather than by chronological order—so they could charge unwarranted overdraft fees.

**Date: February 2012 Amount: \$5.29 Billion**

Behavior: JPMorgan and four other major mortgage servicers agreed to pay a combined \$25 billion to settle charges with state attorneys general, the Justice Department, and the Department of Housing and Urban Development relating to what Washington Attorney General Rob McKenna called years of “shoddy loan servicing, illegal robo-signing, and faulty foreclosure processing.” JPMorgan Chase’s share of the settlement came to \$5.29 billion.

**Date: August 2011 Amount: \$88.3 Million**

Behavior: Talk about shady dealings. The Treasury Department alleged the banking giant violated sanction orders by conducting transactions with people or entities tied to Iran, Sudan, Cuba, and Liberia. JPMorgan Chase settled the charges and violations by paying \$88.3 million civil penalty.

**Date: July 2011 Amount: \$229 Million**

Behavior: In response to a suit by federal and state authorities, JPMorgan settled allegations that it rigged the bidding process for reinvesting bond transactions that affected 31 state governments. The bank paid \$229 million to settle the charges without admitting or denying the allegations.

**Date: June 2011 Amount: \$153.6 million**

Behavior: The Securities and Exchange Commission sued JPMorgan for misleading buyers by allegedly failing to inform investors that a hedge fund assisted in picking and betting against securities in a collateralized debt obligation JPMorgan had sold in 2007. JPMorgan paid \$153.6 million to settle the charges without admitting or denying the allegations.

**Date: April 2011 Amount: \$56 million**

Behavior: JPMorgan was one of several banks called out in a class-action lawsuit for overcharging or wrongfully foreclosing on active-duty military personnel. The company apologized, paid out \$27 million in cash, cut interest rates on home loans and returned houses that were wrongfully foreclosed upon.”