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9 Attorney for

6
7 **IN THE SUPERIOR COURT**
8 **STATE OF ARIZONA**

10 Federal National Mortgage) Case No.: CV2012-002049
11 Association,)
12)
13 Plaintiff,) Affidavit of
14) Darrell C. Blomberg
15 vs.)
16)
17 Scott L. Misenhelter,)
18)
19 Defendant)

20 AFFIDAVIT

21 STATE OF ARIZONA)
22) ss.
23 County of MARICOPA)

24
25 The undersigned, Darrell C. Blomberg, being over the age
26 of eighteen years, has been duly sworn, deposes and says:

- 27
28 1. My name is Darrell C. Blomberg.
2. I am self-employed in field of trustee's sale process
document review. I am not an attorney and I am not a party to
this action.

1 3. Let me briefly summarize my experience for the Court. I
2 have been a REALTOR® in Arizona since 1992, I have been a
3 Licensed Arizona real estate broker since May 1997. I have
4 served in many leadership positions since becoming an Arizona
5 REALTOR®. I served many years at the SouthEast Valley
6 Regional Association of REALTORS® (one year as its president),
7 at the Arizona Association of REALTORS® (one year as the
8 technology committee chair) and the Arizona Regional Multiple
9 Listing Service (one year as its president). I have also
10 served in many positions for the National Association of
11 REALTORS®. As a REALTOR® and broker, I developed a keen eye
12 for strict adherence to contractual construction and language.

13 4. I have received specialized leadership training which
14 includes, the Arizona Association of REALTORS®, National
15 Association of REALTORS® (Inaugural Leadership Academy) and
16 the Valley Leadership Institute (Class XXVI).

17 5. I have been privately and publicly trained extensively in
18 computer technology and program application. Thus, my key
19 computer strengths are the interoperability of computer
20 programs and data management.

21 6. My area of expertise, based upon knowledge, training and
22 experience is in the field of forensic trustee's sale process
23 documents. In the course of my career I have acquired the
24 ability to examine trustee's sale process documents including
25 conveyance deeds, deeds of trust, assignments of deed of
26 trust, substitutions of trustee, notices of trustee's sale and
27 trustee's deeds upon sale. I analyze the documents as they
28 interrelate with each other chronologically. I also evaluate

1 the documents with respect to flow of parties, contents of
2 text, signatures, acknowledgements and other statutory and
3 contractual requirements. Reviewed documents are usually
4 assembled from the trust property county recorded documents
5 and other documents which may be supplied by the customer or
6 lawyer.

7 7. I use used various methodologies to perform this type of
8 work in a consistent and repeatable manner. The main
9 methodologies I employ involve web access, image conversion,
10 optical character recognition with commonly available computer
11 programs.

12 8. I have knowledge, training and self education, in
13 document preparation requirements, notarization, recording,
14 data security, electronic signatures, statutory interpretation
15 and the legislative process.

16 9. I familiarize myself regularly with foreclosure-related
17 policy at the national level.

18 10. Additionally, I host a weekly meeting for homeowners
19 interested in foreclosure topics. I have hosted many guest
20 speakers including; Arizona State Senator, Michele Reagan,
21 Arizona State Representative, Debbie McCune-Davis, Arizona
22 Attorney General, Tom Horne, Arizona Secretary of State, Ken
23 Bennett, Arizona Department of Housing Director, Michael
24 Traylor, Maricopa County Recorder, Helen Purcell, Arizona
25 State University, Sandra Day O'Connor College of Law,
26 Homeowner Advocacy Unit Director Mary Ellen Natale, Forensic
27 Document Examiner, Curt Baggett, Forensic Loan Auditor,
28 William McCaffrey, Private Investigator, Ken McLeod, Retired

1 Trial Lawyer and National Blogger, Neil Garfield, National
2 Blogger, Martin Andelman and countless other experts in their
3 own right.

4 11. I have developed a technology-based system of assembling
5 the necessary documents into a chronological array of files.
6 I then sort the data in those individual files and assist the
7 customer to prepare a letter to their foreclosing entities.
8 The letter is designed to make the foreclosing entities aware
9 of potential violations of statutory and contractual trustee's
10 sale process requirements.

11 12. I am currently a consultant to numerous Arizona lawyers
12 in reviewing the trustee's sale process for defects in
13 statutory and contractual compliance.

14 13. My work involves a knowledge and understanding of the
15 Arizona Revised Statutes, the foreclosure process, practices
16 of specific foreclosing entities and their subservicers,
17 including but not limited to servicers, beneficiaries and
18 trustees.

19 14. Due to the specificity and variance in statutory
20 foreclosure schema, I do not perform this function outside of
21 the state of Arizona.

22 15. I regularly perform this work for individuals and
23 lawyers. This involves reviewing some or all of the
24 following: conveyance deeds, deeds of trust, assignments of
25 deed of trust, substitutions of trustee, notices of trustee's
26 sale and trustee's deeds upon sale.

27 16. To date, I have analyzed in excess of two hundred and
28 fifty sets of documents for homeowners and lawyers.

1 17. All factual testimony made by me is true and correct to
2 the best of my knowledge and belief. All opinion testimony
3 made by me is beyond a reasonable degree of certainty based on
4 my knowledge and expertise, as set forth above.

5 18. In formulating my opinion I have extensively researched
6 the entire trustee's sale process by assembling and reviewing
7 documents filed with the Maricopa County Recorder. I reviewed
8 the Power of Attorney, the Warranty Deed, the Disclaimer Deed,
9 the Deed of Trust, the Substitution of Trustee, the Notice of
10 Trustee's Sale, the two Assignments of Deed of Trust and the
11 Trustee's Deed upon Sale.

12 19. I am familiar with these types of documents and the
13 trustee's sale process which have been the main focus of my
14 study and work over the last 3 years.

15 20. I have been asked by the plaintiffs' attorney in this
16 matter, Daniel J. McCauley III, to review the trustee's sale
17 process documents for the matter currently before this court.

18
19 DOCUMENT ANALYSIS
20

21 HOMEOWNER NAME: Scott L. Misenhelter, A Married Man, As His
22 Sole And Separate Property

23 TRUST PROPERTY ADDRESS: 234 E Heather Av, Gilbert, AZ 85234-
24 4520

25 COUNTY NAME: Maricopa, Arizona

26 TRUSTEE'S SALE NUMBER: 1291293-14

27 NOTICE OF TRUSTEE'S SALE:

28 DATE RECORDED: 2010-07-22

1 RECORDING NUMBER: 20100624591

2
3 Below are the items of non-compliance with the Arizona
4 Trustee's Sale process.

5
6 Contractual Violations
7

8 21. The Deed of Trust, Section 22, for the referenced
9 property states, "Lender shall give notice to Borrower prior
10 to acceleration following Borrower's breach of any covenant or
11 agreement in this Security Instrument." The Lender, Universal
12 Savings Bank, F.A., has never provided such a notice to the
13 Borrower as is required by this contractual provision.

14 22. The Deed of Trust, Section 22 states that the Trustee,
15 "shall sell the Property at public auction to the highest
16 bidder for cash at the time and place designated in the notice
17 of sale." The Notice of Trustee's Sale expressly states, "the
18 Beneficiary to the extent of his credit bid,." It is a
19 violation of contractual protections if the Trustee's Sale
20 were to be held and the trust property were conveyed by any
21 mechanism other than by payment of cash. If the trust
22 property was conveyed by the payment of credit such sale would
23 be null and void and a violation of applicable statutes and
24 the Deed of Trust.

25 23. The Deed of Trust, Section 24 for the referenced property
26 states "Lender may, ... appoint a successor trustee to any
27 Trustee appointed hereunder." It is a violation of the
28 contractual provisions as the Lender, Universal Savings Bank,
F.A., who is named in the Deed of Trust has never made an
appointment of a "successor trustee" to the party so
designated in the Notice of Trustee's Sale. Therefore, the
Notice of Trustee's Sale is void as the cited Trustee has no
authority to exercise a "power of sale" against the property.

1 According to the Arizona Supreme Court the foreclosing
2 entities have failed to strictly comply with all statutory
3 notice requirements for Trustee's Sales as indicated in the
4 statutes and cited rulings below.

5 **Statutory Civil Violations**

6 24. A.R.S. § 33-420 (A), states, "A person purporting to
7 claim an interest in, or a lien or encumbrance against, real
8 property, who causes a document asserting such claim to be
9 recorded in the office of the county recorder, knowing or
10 having reason to know that the document is forged, groundless,
11 contains a material misstatement or false claim or is
12 otherwise invalid is liable to the owner or beneficial title
13 holder of the real property for the sum of not less than five
14 thousand dollars, or for treble the actual damages caused by
15 the recording, whichever is greater, and reasonable attorney
16 fees and costs of the action." The foreclosing entities have
17 caused such documents to be recorded in the county recorder's
18 office. Per document, they are liable for a minimum sum of
19 five thousand dollars and they may be liable for treble
20 damages as my home has gone to trustee's sale based upon
21 forged or groundless recorded documents which may contain
22 material misstatements, false claims or are otherwise invalid.

23 25. A.R.S. § 33-420 (C), states "A person who is named in a
24 document which purports to create an interest in, or a lien or
25 encumbrance against, real property and who knows that the
26 document is forged, groundless, contains a material
27 misstatement or false claim or is otherwise invalid shall be
28 liable to the owner or title holder for the sum of not less
than one thousand dollars, or for treble actual damages,
whichever is greater, and reasonable attorney fees and costs
as provided in this section, if he willfully refuses to
release or correct such document of record within twenty days
from the date of a written request from the owner or
beneficial title holder of the real property." Again, the
foreclosing entities are named in such documents and have the
opportunity to take corrective actions. If they take no such
action within the twenty days from this notice, they will be
liable to the homeowner "for the sum of not less than one

1 thousand dollars, or for treble actual damages, which ever is
2 greater..."

3 **Deed of Trust Statutory Violations**

4
5 26. A.R.S. § 14-10804 expresses the duties and powers of a
6 trustee and further elaborates the trustee shall provide
7 "prudent administration" of the trust. Stewart Title & Trust
8 Of Phoenix, Inc. has completely abandoned their fiduciary
9 duties by NOT exercising reasonable care, skill and caution in
10 administering the trust as a prudent person would.

11
12 27. MERS (Mortgage Electronic Registration Systems, Inc.) is
13 designated as the "Beneficiary" in the Deed of Trust. For
14 MERS to be a "Beneficiary" is a statutory impossibility. MERS
15 states on its own homepage, www.MERSinc.org, "MERS is an
16 innovative process that simplifies the way mortgage ownership
17 and servicing rights are originated, sold and tracked." MERS
18 is strictly a process with a database; it cannot meet the
19 statutory definition (A.R.S. § 33-801) of a "Beneficiary." A
20 process is merely a methodology and a database is a
21 compilation of information and it cannot be a "Beneficiary" as
22 it cannot receive payments nor can it ever hold title to an
23 instrument pertaining to real property or the real property
24 itself. The process elaborating how "mortgage ownership and
25 servicing rights are originated, sold and tracked" does not
26 create statutory status as a Beneficiary. The Beneficiary
27 cited in the Notice of Trustee's Sale never received an
28 authorization from an original Beneficiary as there never was
a statutorily compliant Beneficiary in the Deed of Trust.
Since there was never a Beneficiary established in the Deed of
Trust, the Deed of Trust is void and of no force and effect.
Therefore, the Beneficiary indicated on the Notice of
Trustee's Sale has no authorization to initiate a "power of
sale" against the trust property.

29
30 28. In the event the Trustor, or someone on behalf of the
31 Trustor, were to satisfy all obligations the Deed of Trust
32 seeks to secure; MERS would be unable to offer the
33 satisfaction of obligation which is required under A.R.S. §
34 47-3602. This is further indication that MERS is indeed NOT

1 the Beneficiary of anything and has no authority to act in
2 that capacity.

3 29. Since MERS cannot meet the contractual or statutory
4 threshold of a Beneficiary, the Deed of Trust also fails as
5 there can be no trust without a valid Beneficiary.

6 30. Revised Statutes §33-804(F), which states: "Resignation
7 by a trustee is made by recordation of a notice of resignation
8 in the office of the county recorder of each county in which
9 the trust property or some part of the trust property is
10 situated at the time of the resignation. Written notice shall
11 be given through registered or certified mail, with postage
12 prepaid, to the trustor and the beneficiary." No such
13 Resignation has ever been recorded in the applicable county
14 recorder's office. Therefore, the current trustee is still
15 the original trustee as designated in the Deed of Trust.
16 Since the original trustee, Stewart Title & Trust Of Phoenix,
17 Inc., is still the trustee of record and has never exercised
18 the power of sale as provided for in the Deed of Trust the
19 Notice of Trustee's Sale is void and of no force and effect.

20 **Corporation Assignments of Deed of Trust Violations**

21 **Corporation Assignment of Deed of Trust Recorded Instrument #**

22 **20110649462**

23 31. A.R.S. § 33-818 states that an "assignment of a
24 beneficial interest under a trust deed.. if acknowledged.. shall
25 from the time of being recorded ... impart notice of the
26 content." Additionally, A.R.S. § 33-412 (A) states, "All
27 bargains, sales and other conveyances whatever of ..., and deeds
28 of trust and mortgages of whatever kind, shall be void as to
creditors and subsequent purchasers for valuable consideration
without notice, unless they are acknowledged and recorded in
the office of the county recorder as required by law." The
foreclosing entities are in violation of the statutory notice
requirements for Trustee's Sales as, prior to the recording of
the Notice of Trustee's Sale, there was never made a recorded
and acknowledged assignment of beneficial interest by an
authentic and authorized party to AURORA LOAN SERVICES, LLC

1 who is designated as the beneficiary in the recorded Notice of
2 Trustee's Sale. A.R.S. § 33-420 (C), states, "A document
3 purporting to create an interest in, or a lien or encumbrance
4 against, real property not authorized by statute, judgment or
5 other specific legal authority is presumed to be groundless
6 and invalid." There is no valid document recorded in this
7 County prior to the filing of a Notice of Trustee's Sale which
8 would convey beneficial interest to AURORA LOAN SERVICES, LLC.
Therefore, the Notice of Trustee's Sale is void as the cited
Beneficiary has no authorization to exercise a "power of sale"
against the property.

9 32. This Corporation Assignment of Deed of Trust was recorded
10 in the county of Maricopa on August 4, 2011. This is 54 weeks
11 after the Notice of Trustee's Sale was recorded. This
12 Corporation Assignment of Deed of Trust did not assign any
13 beneficial interest to Fannie Mae prior to Fannie Mae.
14 Additionally, the alleged assignor on this instrument did not
15 have alleged authority to assign the instrument until after
16 this Corporation Assignment of Deed of Trust was recorded.
Therefore, the Corporation Assignment of Deed of Trust is void
and of no force and effect.

17 33. Further challenge to Fannie Mae being recognized as a
18 beneficiary is the fact that there is no entity named "Fannie
19 Mae" lawfully doing business in any jurisdiction within the
20 United States. Therefore, any assignment of beneficial
21 interest to Fannie Mae is of no legal force or effect as
22 Fannie Mae does not exist and has no capacity to exercise a
23 power of sale against the homeowner.

24 34. For the foregoing reasons, the Notice of Trustee's Sale
is void and of no force and effect as the cited Beneficiary
has no authorization to exercise a "power of sale" against the
property.

25 **Corporation Assignment of Deed of Trust Recorded Instrument #**

26 **20110649984**

27 35. A.R.S. § 33-818 states that an "assignment of a
28 beneficial interest under a trust deed... if acknowledged... shall
from the time of being recorded ... impart notice of the

1 content." Additionally, A.R.S. § 33-412 (A) states, "All
2 bargains, sales and other conveyances whatever of ..., and deeds
3 of trust and mortgages of whatever kind, shall be void as to
4 creditors and subsequent purchasers for valuable consideration
5 without notice, unless they are acknowledged and recorded in
6 the office of the county recorder as required by law." The
7 foreclosing entities are in violation of the statutory notice
8 requirements for Trustee's Sales as, prior to the recording of
9 the Notice of Trustee's Sale, there was never made a recorded
10 and acknowledged assignment of beneficial interest by an
11 authentic and authorized party to Fannie Mae who is designated
12 as the beneficiary in the recorded Notice of Trustee's Sale
13 nor was there ever made a recorded and acknowledged assignment
14 of beneficial interest by an authentic and authorized party to
15 Federal National Mortgage Association. A.R.S. § 33-420 (C),
16 states, "A document purporting to create an interest in, or a
17 lien or encumbrance against, real property not authorized by
18 statute, judgment or other specific legal authority is
19 presumed to be groundless and invalid." There is no valid
20 document recorded in this County prior to the filing of a
21 Notice of Trustee's Sale which would convey beneficial
22 interest to Federal National Mortgage Association. Therefore,
23 the Notice of Trustee's Sale is void as the cited Beneficiary
24 has no authorization to exercise a "power of sale" against the
25 trust property.

19 36. This Corporation Assignment of Deed of Trust was recorded
20 in the county of Maricopa on August 4, 2011. This is 54 weeks
21 after the Notice of Trustee's Sale was recorded. This
22 Corporation Assignment of Deed of Trust did not assign any
23 beneficial interest to Aurora Loan Services, LLC prior to
24 Aurora Loan Services, LLC claiming status as the beneficiary
25 on the Notice of Trustee's Sale which was recorded on July 22,
26 2010. Therefore, the Notice of Trustee's Sale is void and of
27 no force and effect.

28 37. For the foregoing reasons, the Notice of Trustee's Sale
is void and of no force and effect as the cited Beneficiary
has no authorization to exercise a "power of sale" against the
property.

Substitution of Trustee Violations

1 38. A valid Substitution of Trustee has never been made by a
2 beneficiary with authority to appoint a successor trustee
3 pursuant to A.R.S. § 33-804 (B) which states, "The beneficiary
4 may at any time remove a trustee for any reason or cause and
5 appoint a successor trustee, and such appointment shall
6 constitute a substitution of trustee." The phrase 'for cause'
7 must mean some cause affecting or concerning the ability or
8 fitness of the trustee to perform the duty imposed upon him.
9 It does not mean an arbitrary will of the appointing power,
10 for that might be the outgrowth of mere whim, caprice,
11 prejudice, or passion, which would, in reality, be no cause at
12 all. The recorded Substitution of Trustee also fails to meet
13 the requirements of A.R.S. § 33-804 (D) in that no document
14 has ever been acknowledged that substitutes or appoints a
15 trustee by an authorized Beneficiary or its agent. A.R.S. §
16 33-420 (C), states, "A document purporting to create an
17 interest in, or a lien or encumbrance against, real property
18 not authorized by statute, judgment or other specific legal
19 authority is presumed to be groundless and invalid." A valid
20 Substitution of Trustee to Cal-Western Reconveyance
21 Corporation has never been made in accord with any contractual
22 provision, Arizona statute or court action. Therefore, the
23 Notice of Trustee's Sale is void as the cited Trustee has
24 never been authorized to exercise a "power of sale" against
25 the trust property.

26 Notice of Trustee's Sale Violations

27 39. The Deed of Trust in the section titled "TRANSFER OF
28 RIGHTS IN THE PROPERTY" states, "Borrower irrevocably grants
and conveys to Trustee, in trust, with power of sale, ..."
while the Notice of Trustee's Sale states, "The Subject Real
Property will be sold pursuant to the power of sale under the
above described Deed of Trust." The trustee, Stewart Title &
Trust Of Phoenix, Inc., has never initiated a "power of sale"
under authority conferred on them by the applicable Deed of
Trust. Therefore, any subsequent document purporting to claim
a "power of sale," including the Notice of Trustee's Sale,
under the applicable Deed of Trust is null and void and of no
legal force or effect.

1 40. The Trustor named in the Notice of Trustee's Sale is not
2 the same as the original Trustors named in the Deed of Trust.
3 If the foreclosing entities were to exercise a power of sale
4 for this property, they would be forever causing a defect in
the chain of title to the real property.

5 41. Since the recorded documents, the Deed of Trust,
6 Corporation Assignments of Deed of Trust, Substitution of
7 Trustee and the Notice of Trustee's Sale itself upon which the
8 trustee's sale process is based are groundless and invalid
9 pursuant to A.R.S. § 33-420; the entire Trustee's Sale process
is groundless, void and of no force and effect.

10 Procedural Notice Violations

11 42. A.R.S. § 33-808 (A) (3), states that the property shall
12 be posted with a copy of the Notice of Trustee's Sale. No
13 proof exists that the property has ever been posted with such
14 a copy of the Notice of Trustee's Sale.

15 43. A.R.S. § 33-808 (A) (4), states that there shall be
16 published a written notice of the Notice of Trustee's Sale.
17 No proof exists that such publishing took place in a
"Newspaper of General Circulation" as required.

18 44. A.R.S. § 33-808 (A) (3), states that there shall be
19 posted a written notice of the Notice of Trustee's Sale in a
20 "Public place at the Superior Court in the County." No proof
21 exists that such posting ever took place in this county's
Superior Court as required.

22 Trustee's Deed Upon Sale Violations

23 45. The Trustee's Deed Upon Sale does not contain the proper
24 tax parcel number as is required by Arizona statute and a
25 valid real property conveyance instrument. This oversight
26 renders the Trustee's Deed Upon Sale void and of no effect and
27 force.

28 46. A.R.S. § 33-401 (B) states, "Every deed or conveyance of
real property must be signed by the grantor..." The Trustee's

1 Deed Upon Sale is not signed by a lawful grantor. Cal-Western
2 Reconveyance Corporation was never appointed or substituted
3 into the chain of title in any lawful manner that would have
4 given them the authority to sign the Trustee's Deed Upon Sale
5 as a grantor. The entity that attempted to substitute Cal-
6 Western Reconveyance Corporation as the Trustee was Mortgage
7 Electronic Registration Systems, Inc. which was never an
8 entity authorized to make a lawful substitution.

9 47. A.R.S. § 33-401 (B) states "In every deed or conveyance
10 of real property in which the grantee is subject to
11 regulation..., the grantee's name and address... shall be set
12 forth fully" The Trustee's Deed Upon Sale sets forth FEDERAL
13 NATIONAL MORTGAGE ASSOCIATION as the Grantee. As FEDERAL
14 NATIONAL MORTGAGE ASSOCIATION was not a Bona Fide Purchaser at
15 the Trustee's Sale for it to claim status as the Grantee is
16 impossible as this entity has never been otherwise lawfully
17 assigned or substituted in to the chain of title for the Trust
18 Property. Therefore, the Trustee's Deed Upon Sale does not
19 set forth the name of the Grantee and this voids the recorded
20 Trustee's Deed Upon Sale.

21 Statutory Criminal Violations

22 48. A.R.S. § 39-161, states, "A person who acknowledges,
23 certifies, notarizes, procures or offers to be filed,
24 registered or recorded in a public office in this state an
25 instrument he knows to be false or forged, which, if genuine,
26 could be filed, registered or recorded under any law of this
27 state or the United States, or in compliance with established
28 procedure is guilty of a class 6 felony." The foreclosing
entities are fully aware that the documents they have recorded
or caused to have recorded with this county's recorder's
office are false or forged. Their past and continued efforts
to knowingly record false or forged documents are deemed by
statute to be criminal in nature and subject to damages and
other remedies as may be deemed appropriate by a court of law.

49. As demonstrated above, known criminal activity has taken
place by the foreclosing entities in proffering instruments
for recordation in public offices within the state of Arizona.

1 Said documents are false and forged and therefore any Notice
2 of Trustee's Sale which is predicated on those documents is
3 void and of no force and effect.

4 **Supporting Arizona Supreme Court Cases**

5
6 *Patton v. First Federal Savings And Loan Association of*
7 *Phoenix*, 118 Ariz. 473, 578 P.2d 152, 153 (1978) (holding, "If
8 a trustee's sale, conducted pursuant to a deed of trust, is
9 held without complying with statutory notice requirements,
10 such a sale would be VOID, for statutes set forth only
11 procedure for a valid trustee's sale. A.R.S. § 33-801 et
12 seq.")

13
14 *Schaeffer v. Chapman*, 176 Ariz. 326, 861 P.2d 611 (1993)
15 (holding, "We repeatedly have held that contracts will be
16 strictly construed to avoid forfeitures.")

17
18 *Glad Tidings Church of America v. Hinkley*, 71 Ariz. 306, 226
19 P.2d 1016 (holding, "the law does not favor forfeitures and if
20 a party would avail himself of a contractual provision
21 providing for such a forfeiture, he must comply strictly with
22 all the requirements of the contract.")

23 **Federal Violations**

24
25 There are violations of Federal Statutes including but not
26 limited to the following.

27 50. Wire fraud, in the United States Code, is any criminally
28 fraudulent activity that has been determined to have involved
electronic communications of any kind, at any phase of the

1 event. To commit wire fraud, one must (1) devise, or intend
2 to devise, a scheme or artifice to defraud another person on
3 the basis of a material representation, and (2) do it with the
4 intent to defraud, and (3) do it through the use of interstate
5 wire facilities (i.e. telecommunications of any kind). Pursuant to U.S.C.A 18 § 1343 the foreclosing entities are
6 participating in a scheme or artifice to defraud the homeowner
7 of - title and possession of the trust property. They have
8 used transmitted or caused to be transmitted material in an
9 attempt to unlawfully obtain money or valuables from the
10 homeowner. They are attempting to divest the homeowner of the
11 trust property. For the reasons cited above, the false
documents they have devised and wired in an intentional scheme
to obtain property from the homeowner subject them to 18
U.S.C.A § 1343 which states as follows:

Whoever, having devised or intending to
devise any scheme or artifice to defraud,
or for obtaining money or property by
means of false or fraudulent pretenses,
representations, or promises, transmits or
causes to be transmitted by means of wire,
radio, or television communication in
interstate or foreign commerce, any
writings, signs, signals, pictures, or
sounds for the purpose of executing such
scheme or artifice, shall be fined under
this title or imprisoned not more than 20
years, or both. If the violation affects a
financial institution, such person shall
be fined not more than \$1,000,000 or
imprisoned not more than 30 years, or
both.

51. From my analysis of the documents associated with this
trustee's sale process and the ensuing Trustee's Deed upon
Sale, this sale was not executed in strict compliance with
applicable statutory and contractual requirements as
adjudicated by the Arizona Supreme Court. Title to the trust
property has not been conveyed away from the Trustor, Scott L.
Misenhelter, A Married Man, As His Sole And Separate Property,
in a manner consistent with Arizona's Deed of Trust

1 foreclosure schema found at Arizona Revised Statutes Title 33,
2 Chapter 6.1., Deeds of Trust.

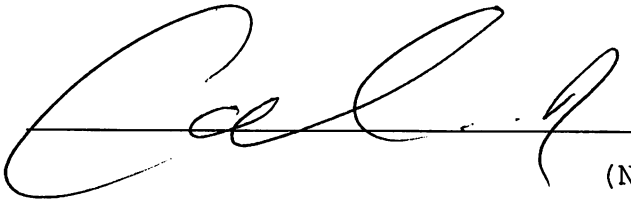
3
4 Dated this 22 day of June, 2012.

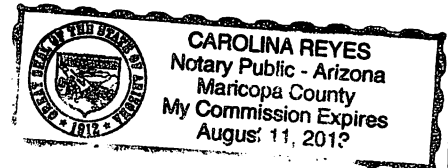
5 

6 Darrell C. Blomberg

7
8
9 I hereby certify that Darrell C. Blomberg known to me to
10 be the person who executed the foregoing instrument, appeared
11 before me this day in person and acknowledged that he executed
12 the instrument as his free and voluntary act, for the uses and
13 purposes therein stated and he appeared to be of sound mind
14 and 18 years old or older.

15 Given under my hand and official seal this 22nd day of
16 June, 2012.

17 



18
19 (NOTARY PUBLIC)

20 My Commission expires: 08-11-13