Amended Save Our Home complaint

None of the Defendants properly perfected the lien interests to the Madzimoyo Note whereby any indebtedness that is owed by Plaintiff is of an unsecured nature and no one is a secured creditor as required by GA law to foreclose. (33 from Long)

As a part of a fraudulent securitization scheme, the Madzimoyo note was guaranteed for payment and default by the third party (34 from Long)

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68 O.C.G. A. 44-14-162 … vesting the secured creditor with title to the security instrument

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77 Quiet title:

In addition to seeking compensatory, consequential, punitive and other damanges, Plaintiffs seeks declaratory relief as to what (if any) party, entity or individual or group thereof is the owner of the promissory note executed at the time of the loan closing by Madzimoyo, and whether the purported Deed to Secure Debt (“Deed”) secures any obligation of the Plaintiff to any Defendant, and if not, a Final Judgment granting Defendant Quiet Title in the subject property and an unsecured note payable to its true owners.

92:

There is a genuine issue of material fact whether the Madzimoyo note was ever equitably and lawfully assigned to any party, let alone the Defendants, and the claimed intervening owners and holders in the alleged securitization chain

112-113:

131:

Defendants have failed to timely and/or properly respond to Plaintiff Madzimoyo9’s letters, thus admitting the facts contained therein that none of the Defendants are a secured creditor that can non-judicially foreclose on his property and they have no capacity, standing, or authority to accelerate any allege debt owed by Madzimoyo, satisfy her deed; cancel and return her note; modify, extend, amend or change any terms of the note or deed; exercise any power of attorney he purported executed; and that the Defendants are not the Lender as defined in his original promissory note.

132: (my version) not quite, yet.

Instead of providing evidence of their legal standing, and providing evidence proof of note ownership and holder in due course to Plaintiff Madzimoyo, as ordered by DeKalb County Superior Court Judge Tangela Barrie, Defendants have rushed to

133… Defendants have failed to properly perfect the lean interest OCGA 44-14-64 (a)-(c)…

134 …While O.C.G. A. 44-14-64 (d) provides and exception to “recording” each assignment, it does not provide an exception for executing “valid” assignments for each transfer and creating a valid chain of title in writing as the statute of frauds would require.

136

145:

The Defendants, in bad faith, have refused to provide Plaintiff Madzimoyo with requested documents claiming “proprietary”…..

Evidence gathered by Plaintiff conclusively proves that the Defendants in prior foreclosure actions have:

1. Destroyed and concealed assignments and;
2. Fabricated and even forged assignments in order to:
   1. Create standing or authority to foreclose;
   2. Conceal the fact that the note was pledge and assigned to multiple parties;
   3. Fix known broken chains in title;
   4. Unlawfully transfer assets out of the estates and property of bankrupt mortgage companies
   5. Conceal other parties to prevent suits upon investors due to assignee liability

147:

The Defendants routinely refused and failed to show in any way how any one of them have the capacity, standing, and or authority to:

1. Accelerate the Madzimoyo Note;
2. Exercise and valid Power of Attorney to conduct a non-judicial foreclosure sale of the property;
3. Advertise and notice a non-judicial foreclosure action;
4. Modify any terms or conditions of the Madzimoyo Note;
5. Collect any fees owed to the note’s defined “Note Holder;”
6. Release and satisfy the Madzimoyo Deed;
7. Cancel and return the Madzimoyo Note.

150:

The complaint will show that the loan purported to have been securitized into JPMorgan Chase Trust, Bank of New York Mellon Trust that is attempting to foreclose, but that the underlying promissory note and deed to secure debt were never lawfully negotiated, transferred to, or possessed by either JPMorgan Chase Bank, NA as Trustee for RAMP 2006RP2 (Residential Asset Mortgage Products) or Bank of New York Mellon Trust Company, N.A. fka The Bank of New York Trust Company, and that the trust is an empty shell.

In fact the investors in RAMP are suing the Wall Street financers and banks that defrauded them, and claim in their own suit, the plaintiff and other borrowers were defrauded, as well as them, by the fraudulent appraisals and incomes used in the loan origination, approval, underwriting process.

151. As such, fraud has been committed against the borrower at many stages of the mortgage process including foreclosure. NYBMT, Trustee, Servicer, and lawyer are attempting to unlawfully foreclose on Plaintiff Madzimoyo’s property. That this Court must take judicial notice of and report to the proper state and/or federal authorizes

160:

O.C.G.A. 23-2-114 states in part that “Powers of Sale in deeds of trust, mortgages, and other instruments ***shall be strictly construed and shall be fairly exercised***.” [emphasis added]

163:

There exists a statutory duty upon a **mortgagee** to exercise fairly and in good faith the power of sale in a deed to secure debt. The facts will show that fabricated and fraudulent assignments and authority through and including the process of securitization, and attempted foreclosure to provide a false impression of legitimacy for the unlawful non-judicial foreclose attempt, and attempting to transfer the note from third parties who have no right or interest in the Madzimoyo note or deed to secure debt and have acted in bad faith .

Such process of securitization was never explained to nor approved by Plaintiff Madzimoyo at anytime during the mortgage process or history.

Possible 165:

Claims

Violated GA Law OCGA 44-14-162 (a-c)

Perment Injuctions

PLAINTIFF’S AMENDED COMPLAINT FOR EMERGENCY TEMPORARY AND PERMANENT INJUNCTIVE RELIEF, DECLARATORY RELIEF AND JUDGEMENT, FRAUD, ASSIGNMENT AND TITLE FRAUD/SLANDER OF TITLE, VIOLATIONS OF FAIR DEBT COLLECTIONS ACT, VIOLATION OF DUTY OF GOOD FAITH AND FAIR DEALING, CLAIM FOR ATTORNEY FEES AND LITIGATION

Plaintiff Wekesa O. Madzimoyo (Plaintiff, Plaintiff Madzimoyo) bring this action against the above named Defendants for EMERGENCY TEMPORARY AND PERMANENT INJUNCTIVE RELIEF, DECLARATORY RELIEF AND JUDGEMENT, FRAUD, ASSIGNMENT AND TITLE FRAUD/SLANDER OF TITLE, VIOLATIONS OF FAIR DEBT COLLECTIONS ACT, VIOLATION OF DUTY OF GOOD FAITH AND FAIR DEALING, CLAIM FOR litigation FEES AND costs

Statement of Facts>>>>>>

Claims

6. Defendants unlawfully moved to foreclose

7. Defendants violated O.C.G.A 44-14-162.2 (a-c) (non assignment)

8. Not provided official verification as required by law

9.