

District Court, Archuleta County Colorado  
Court Address: P.O. Box 148 Pagosa Springs, CO 81147

IN THE MATTER OF THE APPLICATION OF AURORA  
LOAN SERVICES, LLC, FOR AN ORDER AUTHORIZING  
THE PUBLIC TRUSTEE FOR ARCHULETA COUNTY,  
STATE OF COLORADO, TO SELL CERTAIN REAL  
ESTATE CONTAINED IN A DEED OF TRUST.

▲ COURT USE ONLY ▲

CASE NUMBER: 10CV71

**Plaintiff** April 11, 2010 Attorneys (for Aurora Loan Services):

Name: Robert J. Aronowitz, Esq. Reg. No. 5673

Joel T. Mecklenburg, Esq. Reg. No. 36291

Stacey L. Aronowitz, Esq. Reg. No. 36290

Joan Olson, Esq. Reg. No. 28078

Monica Kadrmas, Esq. Reg. No. 34904

Andrea Rickles-Jordan, Esq. Reg. No. 39005

Randall M. Chin, Esq. Reg. No. 31149

Address: 1199 Bannock Street

Denver, CO 80204

Div:

Ctrm:

**Defendant:**

Jeffrey T. Maehr, Pro Se (924 E. Stollsteimer Rd., Pag Spgs, CO 81147)

1                                    **MOTION TO DISMISS FOR LACK OF**  
2                                    **STANDING/SUBJECT MATTER JURISDICTION AND**  
3                                    **PROOF OF NO DEFAULT**

4                                    Comes now Jeffrey T. Maehr, Pro Se, before this honorable court with his response regarding the  
5                                    Rule 120 hearing. Jeffrey T. Maehr - (herein after Defendant) has standing to Motion this  
6                                    honorable court to Dismiss the Rule120 hearing.

7                                    Defendant has timely filed this Motion, court stamp attesting, within the allotted period  
8                                    following the date of mailing of the Notices of Hearing, April 16, 2010, (Despite dispute for  
9                                    improper mailing, and Motion for Enlargement of Time). Defendant is the persons who is  
10                                    identified in the description of the records filed with the court on the Notice of Hearing, and who  
11                                    is named in the original Deed of Trust and Note, originally signed by Defendant.

12                                    **Judicial NOTICE:**

13 Pro Se filings are to be viewed in their substance, and NOT form:

14 Haines v. Kerner, 404 U.S. 519 (1972): "Allegations such as those asserted by petitioner,  
15 however inartfully pleaded, are sufficient"... "which we hold to less stringent standards than  
16 formal pleadings drafted by lawyers." This case also stated that all litigants defending  
17 themselves must be afforded the opportunity to present their evidence and that the Court should  
18 look to the substance of the complaint rather than the form, and that **a minimal amount of**  
19 **evidence is necessary to support contention of lack of good faith.** Fortney v. U.S., C.A.9  
20 (Nev.) 1995, 59 F.3d 117. (Emphasis Defendants).

21 Jenkins v. McKeithen, 395 U.S. 411, 421 (1959); Picking v. Pennsylvania R. Co., 151 Fed 2nd  
22 240; Pucket v. Cox, 456 2nd 233: Pro se pleadings are to be considered without regard to  
23 technicality; pro se litigants' pleadings are not to be held to the same high standards of perfection  
24 as lawyers; Maty v. Grasselli Chemical Co., 303 U.S. 197 (1938): "Pleadings are intended to  
25 serve as a means of arriving at fair and just settlements of controversies between litigants. They  
26 should not raise barriers which prevent the achievement of that end. Proper pleading is  
27 important, but its importance consists in its effectiveness as a means to accomplish the end of a  
28 just judgment."

29 "It is contrary to spirit of these rules for decisions on merits to be avoided on basis of mere  
30 technicalities." Forman v. Davis, Mass.19632, 83 S.Ct. 227, 371 U.S. 178m 9 K,Ed2d 222, on  
31 remand 316 F.2d 254.

32 In Tannenbaum v. United States, 148 F.3d 1262, 1263 (11th Cir.1998) (per curiam): "Pro se  
33 pleadings are held to a less stringent standard than pleadings drafted by attorneys and will,  
34 therefore, be liberally construed."

35 "Substantive federal rights are grounded in Federal Constitution and laws enacted by Congress

36 and are not created by these rules or by a mere pleading of the rules.” *Weiner v. Bank of King of*  
37 *Perussia*, D.C.Pa. 1973, 358 f.Supp. 684.

38 “Substantive rights remain unaffected by these rules and will be enforced.” *Gilson v. Vendome*  
39 *Petroleum Corporation*, D.C.La. 1940, 35 Supp. 815.

40 “The congressional authority given Supreme Court to adopt these rules was limited to matters of  
41 procedure, and it was expressly provided that substantive rights should neither be abridged,  
42 enlarged nor modified.” *John R. Alley & Co. v. Federal Nat. Bank of Shawnee, Shawnee*  
43 *County, Okl.*, C.C.A. Okl. 1942, 124 F.2d 995.

44 “Spirit of these rules is that technical requirements are abolished and that judgments should be  
45 founded on facts and not on formalistic defects.” *Builders Corp. of America v. U.S.*,C.A.Cal.  
46 1958, 259 F.2d 766.

47 "Fraud upon the court is fraud which is directed to the judicial machinery itself and is not fraud  
48 between the parties or fraudulent documents, false statements or perjury. ... It is where the court  
49 or a member is corrupted or influenced or influence is attempted or where the judge has not  
50 performed his judicial function --- thus where the impartial functions of the court have been  
51 directly corrupted." *Bulloch v. United States*, 763 F.2d 1115, 1121 (10th Cir. 1985).

## 52 **Fraud on the Court:**

53 “Anything short of full disclosure is a fraud on the court and renders the judgment void.”  
54 *Mason-Jares, Ltd. v. Peterson*, 939 P.2d 522 (Colo. App. 1997); *Coppinger v. Coppinger*, 130  
55 Colo. 175, 274 P. 2d 328 (1954).

56 Whenever any officer of the court commits fraud during a proceeding in the court, he/she is  
57 engaged in "fraud upon the court." In *Bulloch v. United States*, 763 F.2d 1115, 1121 (10th Cir.

58 1985), the court stated "Fraud upon the court is fraud which is directed to the judicial machinery  
59 itself and is not fraud between the parties or fraudulent documents, false statements or perjury...  
60 It is where the court or a member is corrupted or influenced or influence is attempted or where  
61 the judge has not performed his judicial function --- thus where the impartial functions of the  
62 court have been directly corrupted."

63 "Fraud upon the court" has been defined by the 7th Circuit Court of Appeals to "embrace that  
64 species of fraud which does, or attempts to, defile the court itself, or is a fraud perpetrated by  
65 officers of the court so that the judicial machinery can not perform in the usual manner its  
66 impartial task of adjudging cases that are presented for adjudication." *Kenner v. C.I.R.*, 387 F.3d  
67 689 (1968); 7 Moore's Federal Practice, 2d ed., p. 512, ¶ 60.23.

68 The 7th Circuit further stated "a decision produced by fraud upon the court is not in essence a  
69 decision at all, and never becomes final."

70 "The maxim that fraud vitiates every transaction into which it enters ..."); *In re Village of*  
71 *Willowbrook*, 37 Ill.App.2d 393 (1962) ("It is axiomatic that fraud vitiates everything.");  
72 *Dunham v. Dunham*, 57 Ill.App. 475 (1894), affirmed 162 Ill. 589 (1896); *Skelly Oil Co. v.*  
73 *Universal Oil Products Co.*, 338 Ill.App. 79, 86 N.E.2d 875, 883-4 (1949); *Thomas Stasel v. The*  
74 *American Home Security Corporation*, 362 Ill. 350; 199 N.E. 798 (1935).

## 75 **STATEMENT OF STANDING/MEMORANDUM OF LAW**

76 Defendant raises the issue of standing for Aurora Loan Services, LLC to be foreclosing on  
77 Defendant, and thus jurisdiction of this honorable court. As provided below in the BRIEF, there  
78 is no evidence that Aurora Loan Services, LLC has ANY security interests in this mortgage, has  
79 no risk, damages or loss that can be substantiated, and thus no authority to be moving against  
80 Defendant.

81

82 It is well settled law in Colorado that the issue of standing may be raised at any time, Kruse v.  
83 McKenna, 178 P.3d 1198 Colo.,2008: Standing is a jurisdictional issue that may be raised at any  
84 stage of an action, including even the first time on appeal; HealthONE v. Rodriguez ex rel.  
85 Rodriguez, 50 P.3d 879 Colo., 2002: “Standing” is a jurisdictional **prerequisite** [emphasis  
86 added] to every case and may be raised at any stage of the proceedings, including on appeal.  
87 Bennett v. Board of Trustees for University of Northern Colorado, 782 P.2d 1214, Colo.  
88 App.,1989.

89 The issue cannot be waived: Challenges to standing may be made at any time during a  
90 proceeding and cannot be waived by the parties. State v. Cyphers, 74 P.3d 447 (Colo. App.  
91 2003); Anson v. Trujillo, 56 P.3d 114 (Colo. App. 2002); Ajay Sports Inc. v. Casazza, 1 P.3d  
92 267 (Colo. App. 2000); Pueblo School Dist. No. 60 v. High School Dist. Activities Ass'n, 30  
93 P.3d 752 (Colo. App. 2000) (absence of standing deprives court of jurisdiction).

94 **Complainant bears the burden of proof to demonstrate standing with facts of record: City**  
95 **of Lakewood v. Colfax Unlimited Ass'n, Inc.**, 634 P.2d 52 ,Colo.,1981: **Facts supporting**  
96 **standing of plaintiff to bring complaint must be affirmatively demonstrated in the record.**  
97 (Emphasis added).

98 A litigant has standing only when (1) he was **injured in fact** and (2) the **injury was to a legally**  
99 **protected interest**. (Emphasis added). The second requirement—that the injury be one to a  
100 legally protected right or interest—has been described as “grounded on prudential considerations  
101 of judicial self restraint.” Colorado Gen. Assembly v. Lamm, 704 P.2d 1371, 1377 (Colo.1985);  
102 Conrad v. City and County of Denver, 656 P.2d 662, 668 (Colo.1982). also: Wimberly v.  
103 Ettenberg, 570 P.2d 535, Colo.,1977: **If a person suffers no injury in fact or suffers injury in**  
104 **fact but not from violation of legal right, no relief can be afforded and case should be**  
105 **dismissed for lack of standing**; (Emphasis added). Romer v. Board of County Com'rs of  
106 County of Pueblo, Colo., 956 P.2d 566, Colo.,1998: Constitutional requirements for standing,

107 and hence, exercise of the judicial power of government, are set forth in the two-step *Wimberly*  
108 test, which is satisfied if: (1) the plaintiff was injured in fact, and (2) that injury was to a legal  
109 right protected by statutory provisions which allegedly have been violated; In re C.T.G., 179  
110 P.3d 213, Colo. App.,2007: The question of standing involves a consideration of whether a  
111 plaintiff has asserted a legal basis on which a claim for relief can be predicated; “standing”  
112 therefore is that concept of justiciability that is concerned with whether a particular person may  
113 raise legal arguments or claims.

114 The sources of the standing rule are important. The first requirement—that the plaintiff  
115 demonstrate an “injury in fact”—finds its roots in the Colorado Constitution. Article III of the  
116 constitution has been interpreted as restricting the exercise of judicial power by Colorado courts  
117 to those cases in which an actual controversy exists. *Ainscough v. Owens*, 77 P.3d 761 (Colo.  
118 App.2003); Heller v. Bushey, 759 F.2d 1371, 1373 (9th Cir. 1985), citing *Wright, Miller &*  
119 *Cooper*, judgment vacated, 475 U.S. 796, 106 S. Ct. 1571, 89 L. Ed. 2d 806 (1986).Board of  
120 County Com'rs of County of Adams v. Colorado Dept. of Public Health and Environment, 178  
121 P.3d 1217 , Colo. App.2007: The constitutional standing requirements are set forth in the two-  
122 step test; first, the plaintiff must have suffered an injury-in-fact, and, second, this harm must  
123 have been to a legally protected interest as contemplated by statutory or constitutional  
124 provisions.

## 125 **“Rule 120.2 Motion; contents,” state;**

126 “The ‘instrument’ is normally a deed of trust to the public trustee...”

127 1. This “Deed of Trust” has NOT been entered into the Record. Only a “copy” of said Note and  
128 Deed of Trust have been made available, and these having NO nexus to Aurora Loan Services,  
129 LLC, OR claimed “owner” of the Note, Bank of New York. In addition, there is no chain of title  
130 showing assignment FROM Aurora Loan Services TO Bank of New York, OR from Lehman

131 Brothers TO any other party. This immediately calls into question WHO is the true owner and  
132 holder of the Note and Deed. (See discussion and Exhibit references below).

133 2. Rule 120.2 rules continues: “The notice is sent by ordinary mail, usually prepared by the  
134 attorney for the movant, **but issued and mailed by the clerk of the court not less than 15 days**  
135 **prior to the date set for the hearing.**” (Emphasis added). Notice did not comply with rule that  
136 it be mailed BY CLERK of the Court 15 days in advance of hearing, nor is any “instrument” of  
137 record. Aronowitz & Mecklenburg, LLP directly mailed documents to Defendant on a Friday,  
138 March 26, 2010, and Defendant received on Monday, March 29, 2010. Clerk of the Court did  
139 NOT mail these documents. This obviously decreased Defendant’s time to respond. Dews v.  
140 District Court In and For City and County of Denver, 648 P.2d 662 (Colo. 1982).

141 Rule 120.2 continues; “Because the notice provisions of Rule 120 comport with a property  
142 owner's **due process rights**, (Emphasis added, and See #42 below) strict compliance is required  
143 by a party seeking to foreclose a deed of trust through its provisions.” Estates in Eagle Ridge,  
144 LLP v. Valley Bank & Trust, 141 P.3d 838 (Colo. Ct. App. 2005).

145 "Considering all relevant evidence, there is a reasonable probability that a default exists." United  
146 Guar. Residential Ins. Co. v. Vanderlaan, 819 P.2d 1103, 1104 (Colo. App. 1991) (citing  
147 Moreland [v. Marwich, Ltd.], 665 P.2d 613 (Colo. 1983)). **Relevant evidence is evidence**  
148 **tending to show that no default exists.**

149 3. In short, the Rule 120 compels the party seeking the relief to set out in a verified motion the  
150 facts entitling the movant to relief, together with the instrument on which the movant relies,  
151 together with the **names and addresses of all interested persons**. Bank of New York was not  
152 named, but is stated to have security interests in this issue. Defendant states that “movant” has  
153 NOT complied with Rule 120 motion rules, and has NOT supplied the “instrument” mentioned,  
154 nor named all parties. In fact, Bank of New York likely has no knowledge of these proceedings,  
155 and no evidence is of Record proving otherwise. (Defendant HAS contacted Bank of New York

156 on this issue-See Exhibit B-2,and #4 below).

157 4. "Considering all relevant evidence, there is a reasonable probability that a default exists."  
158 United Guar. Residential Ins. Co. v. Vanderlaan, 819 P.2d 1103, 1104 (Colo. App. 1991)(citing  
159 Moreland [v. Marwich, Ltd.], 665 P.2d 613 (Colo. 1983)). **Relevant evidence is evidence**  
160 **tending to show that no default exists.**

161 5. In a Rule 120 proceeding, a court should **consider all relevant evidence to assess whether**  
162 **there is a reasonable probability that a default or other circumstance authorizing exercise**  
163 **of a power of sale has occurred.** Premier Farm Credit, PCA v. W-Cattle, LLC, 155 P.3d 504  
164 (Colo. Ct. App. 2006). (Emphasis added). Defendant has provided a preponderance of evident  
165 herein with "all relevant evidence" that NO default by Defendant has occurred, and, in fact, the  
166 default is by Aurora Loan Services, LLC, in multiple venues, in collaboration with Kahrl  
167 Wutscher, LLP and Aronowitz & Mecklenburg, LLP.

168 **REAL PARTY IN INTEREST:**

169 In Goodwin v. District Ct., in and for the Sixteenth Judicial Dist., 779 P.2d 837 (Colo. 1989), the  
170 Colorado Supreme Court held that the scope of Rule 120 should also include **properly raised**  
171 **issues of a real party in interest (Rule 17).** ("Although the Colorado Rules of Civil Procedure  
172 do not expressly designate the procedure for raising a 'real party in interest' defense, we know of  
173 no reason to prohibit such a defense from being raised to a Rule 120 motion.").

174 It is well settled law in Colorado that all suits must be filed in the name of the real party in  
175 interest (Rule 317(a)). Because Defendant challenges current real party in interest, status goes to  
176 standing and the court's subject matter jurisdiction- threshold, jurisdictional issues. Defendant  
177 has the right to enter a Motion to Dismiss, challenging same at any time. See: State, Dept. of  
178 Natural Resources, Wildlife Com'n, Div. of Wildlife v. Cyphers, 74 P.3d 447, Colo. App.,2003:  
179 An allegation that a party is not a proper party or real party in interest challenges a party's

180 standing, which is an issue that can be raised at any time. Because standing, in turn, involves the  
181 court's subject matter jurisdiction. (Discussed below) "...defense of the lack of jurisdiction of  
182 the subject matter may be raised at any time."

183 An assertion that a party is not a proper party or a real party in interest goes to the party's  
184 standing and may be raised at any time. State, Dept. of Natural Resources, Wildlife Com'n, Div.  
185 of Wildlife v. Cyphers, 74 P.3d 447 (Colo. App. 2003).

186 In addition, determination of the real party in interest is often a question that requires some  
187 assessment of the facts of the case. Consequently, the issue may also be raised in a pre-trial  
188 motion for summary judgment. Ajay Sports, Inc. v. Casazza, 1 P.3d 267 (Colo. App. 2000).

189 Once the issue has been raised, **the burden is on the plaintiff to show that he or she is the real**  
190 **party in interest.** See National Advertising Co. v. Sayers, 144 Colo. 356, 356 P.2d 483 (1960).

#### 191 **SUBJECT MATTER JURISDICTION:**

192 It is well settled law in Colorado that a court does not have subject matter jurisdiction if plaintiff  
193 lacks standing or is not the real party in interest to pursue adjudication. A court does not have  
194 subject matter jurisdiction if a plaintiff lacks standing to invoke its judicial power: Consumer  
195 Crusade, Inc. v. Clarion Mortg. Capital, Inc., 2008 WL 4593103, Colo. App., 2008.

196 In this case, the record verifies Defendant challenges standing as a threshold issue: Whether  
197 particular plaintiff has standing to invoke jurisdiction of the courts is preliminary inquiry  
198 designed to insure that judicial power is exercised only in context of case or controversy:  
199 Colorado General Assembly v. Lamm, 700 P.2d 508, Colo., 1985.

200 The court is clearly without jurisdiction until proof of standing is provided by plaintiff. Plaintiff  
201 failed to respond to make any genuine offer of proof to demonstrate two-prong standing exists

202 and thereby prove the court's subject matter jurisdiction, threshold issues which may be raised at  
203 any time: Wilson v. Prentiss, 140 P.3d 288, Colo. App.,2006:

204 "Standing is a threshold jurisdictional question that must be determined before a case may be  
205 decided on the merits;" HealthONE v. Rodriguez ex rel. Rodriguez, 50 P.3d 879 ,Colo.,2002:

206 "Standing" is a **jurisdictional prerequisite** to every case and may be raised at any stage of the  
207 proceedings, including on appeal. (Or in this case, on counter claim and cross claim -  
208 Defendant/JTM) Colorado General Assembly v. Lamm, 700 P.2d 508, Colo.,1985:

209 Whether particular plaintiff has standing to invoke jurisdiction of the courts is preliminary  
210 inquiry designed to insure that judicial power is exercised only in context of case or controversy.  
211 Plaintiff bears DUTY to prove up standing by factual demonstrative evidence placed of record,  
212 yet fails to do so:

213 "A plaintiff bears the burden of proving the court's subject matter jurisdiction:" Medina v. State,  
214 35 P.3d 443 (Colo. 2001); City of Lakewood v. Colfax Unlimited Ass'n, Inc., 634 P.2d  
215 52 ,Colo.,1981:

216 Facts supporting standing of plaintiff to bring complaint must be affirmatively demonstrated in  
217 the record. See also Rules of Civil Procedure, Rule 23(b)(2). In order for a court to have  
218 jurisdiction over a dispute, the plaintiff must have standing to bring the case, which is a threshold  
219 issue that must be satisfied in order to decide a case on the merits. Colo.—Ainscough v. Owens,  
220 90 P.3d 851 (Colo. 2004).

221 Awarding a judgment to plaintiff **without a plaintiff-mandated prove-up of standing and**  
222 **subject matter jurisdiction is an act *ultra vires* for lack of subject matter jurisdiction.**  
223 **Plaintiff fails to demonstrate specifically what the asserted interest is that the courts will**  
224 **protect. [Mere fee-paid servicers (which Aurora Loan Services is, by their own admission**

225 **throughout documentation-See Exhibit M-2 for example) have no right of action for lack of**  
226 **injury and lack of standing.**] Thus the test of injury in fact leaves it necessary to identify what  
227 interests deserve protection against injury, a test *required* as a matter of law once challenged.

228 Judgment rendered without jurisdiction is void and may be attacked directly or collaterally. In re  
229 Marriage of Stroud, 631 P.2d 168 (Colo. 1981).

230 Clearly, any judgment entered against Defendant, absent any Plaintiff offer of proof of standing,  
231 real party in interest status, or subject matter jurisdiction, is VOID pursuant to Rule 360(b)(3).

## 232 **BRIEF ON ELEMENTAL FACTS**

### 233 **LACK OF DEFAULT**

234 In the early part of 2009, with a flurry of reporting on bank fraud and mortgage irregularities  
235 such as “lost Notes” and “lost Deeds,” identity theft, and non-disclosure of very relevant  
236 information on mortgages, among other things, Defendant became concerned with the status of  
237 his own mortgage, and documentation, and began an investigation into previous documentation  
238 and recorded evidence. Below is a discussion of the steps Defendant took, along with the  
239 exhibits providing verification of statements, and the standing Defendant had showing default by  
240 Aurora Loan Services, LLC was the FIRST to initiate the controversy.

241 The foreclosing entity must demonstrate affirmatively of record it is the holder-in-due-  
242 course/owner, of the original Note and Deed. A servicer has no right of action and is not a proper  
243 party before the court. Aurora Loan Services, LLC has failed to demonstrate affirmatively of  
244 record any response to Defendant demanding the original note with all allonges of record for  
245 Defendant’s and the Court’s inspection, and **documentation that all interests of all parties**  
246 **alleging interest to foreclose have been timely recorded**, with all transfers/assignments also

247 documented, including but not limited to demonstration that the assignments were FULL  
248 assignments, not partial, as in servicing agreements **which transfer no title or lien interest.**

249 Aurora Loan Services, LLC has failed to properly administer funds provided to them, and made  
250 multiple, on going, errors in accounting that caused great distress to Defendant and created this  
251 controversy in the first place.

252 Aurora Loan Services, LLC /Aronowitz & Mecklenburg, LLP are wasting the courts time and  
253 Defendant's time... because no proper documentation has been provided...meaning no foundation  
254 for this foreclosure. My response is to what is of record;

255 1. March 11, 2009, Defendant sent a Qualified Written Request (herein QWR) to Aurora Loan  
256 Services requesting verification and documentation of many elements of the Mortgage package  
257 (Loan and Deed). (See Exhibit A-entire document available).

258 2. On or about March 11, 2009, Defendant also sent a QWR to Home Loan Center, and received  
259 a response back from them. (See Exhibit E). In this response they mention the Note and  
260 servicing rights were sold to Aurora Loan Services, LLC on Jan 29, 2004. However, a review of  
261 the notice Home Loan Center sent Defendant dated January 26, 2004, (See Exhibit D) stated  
262 "servicing" was transferred on January 26, 2004, but nothing was stated to Whom the Loan was  
263 sold. Prima Facie evidence was presenting itself that caused me concerns as to the validity of all  
264 the proceedings, past and present.

265 3. On March 25<sup>th</sup>, 2009, Defendant contacted Home Loan Center, LLC again (See Exhibit F)  
266 with concerns regarding where the Loan and Deed actually were, stressing that nothing was  
267 mentioned about the Security Instrument/Deed of Trust. Home Loan Center, LLC partially  
268 responded in a letter dated April 6, 2009, (See Exhibit F), where they state they sold BOTH the  
269 servicing rights and Loan to Aurora Loan Services, LLC on Jan 29, 2004. This, once again,  
270 conflicted with the Jan 26<sup>th</sup> date they first stated was the "transfer date." Also, there was nothing

271 mentioned about the actual Deed of Trust... the Security Instrument backing the Loan, and where  
272 it resided or who “owned” it.

273 4. May 29, 2009, ALS, via representative attorney group Kahrl Wutscher, LLP, responded to the  
274 QWR, with a non-responsive response and obfuscation of relevant facts requested, and claims  
275 throughout that “This request is vague, ambiguous and unintelligible. Aurora is not able to  
276 discern...” (See Exhibit B... full document available, but to minimize this response size, this is  
277 not being reproduced herein). This document revealed the supposed “owner of the debt” as one  
278 Bank of New York, in trust. (See Exhibit B-2) (QWR dated 3/29/10, and other documents  
279 showing the dispute and evidence and was sent to Bank of New York... purported new “owner”  
280 of the note, but no response has been received as yet). This immediately clouded the issue based  
281 on the actual recorded interest in Archuleta County Recorder’s office, (see Exhibit C), showing  
282 ONLY Home Loan Center, the original creditor of the original loan, and NOTHING regarding  
283 any transfer to Aurora Loan Services, LLC, (and subsequently as research continued, transfer  
284 from Aurora Loan Services, LLC, who originally bought the note and servicing rights (See  
285 Exhibit D, E and F), TO Bank of New York). This created an immediate issue of concern as to  
286 who was actually legally authorized to be receiving payments, and where Defendant’s Deed of  
287 Trust and Note were. Also, in the original Exhibit D, the notice is for “servicing” of Defendant’s  
288 Mortgage, but nothing regarding the sale of the Loan.

289 5. June 26<sup>th</sup>, 2009, Defendant replied to Kahrl Wutscher, LLP response, (Kahrl Wutscher, LLP  
290 receiving these documents on June 29, 2009-certified documentation available) placing them on  
291 notice that their response was not adequate and did not address any of Defendant concerns, and  
292 only seemed to produce more questions and concerns about the nature of Defendant’s mortgage  
293 agreement, and where the original documents resided, and who owned the Mortgage. Defendant  
294 also requested disclosure of who the trustees were, and any information on pooling agreements  
295 and servicing agreements, including financial disclosure of exchanges of revenue for these  
296 documents. Defendant requested Kahrl Wutscher, LLP make it of record. It is factual that  
297 pooling and servicing agreement alters costs and risks to Defendant, but these have NEVER

298 been disclosed to Defendant regarding any sales of Note/Deed, and have a direct bearing on  
299 costs to Defendant, and possible “unjust enrichment” by Aurora Loan Services, LLC and other  
300 parties.

301 6. July 10, 2009, (See Exhibit G), Defendant re-contacted Home Loan Center, LLC regarding  
302 the lack of relevant information on the actual location of the Note and Deed, and to document  
303 financial and other elements of the original “loan.” To date, no response has been provided by  
304 Home Loan Center, LLC, originally causing Defendant greater angst regarding where my Note  
305 and Deed were, and whether the true creditor/purchaser was properly receiving payments.

306 7. On or about September 1, 2009, Defendant received a statement (dated September 8, 2009)  
307 that began showing the first indiscrepancies in Aurora Loan Services, LLC billing and  
308 accounting for Defendant’s Loan. (See Exhibit I-1). This billing statement shows a 09-01-09  
309 amount owed as \$462.99, and a “PAST DUE AMOUNT” of \$462.99, (apparently for August  
310 payment not credited) for a total of \$925.98, due by 09-16-09. The August payment (\$535.32)  
311 was made timely and through Aurora Loan Services, LLC website... (See Exhibit II-1 and II-2).  
312 Aurora Loan Services, LLC is now showing that the August payment has NOT been credited to  
313 Defendant’s account, and this caused obvious concern as to where the payments were actually  
314 going.

315 8. After noticing Aurora Loan Services, LLC September 8, 2009 (See Exhibit H) that due to the  
316 above referenced problems with the recording and line of title issues, and that I was extremely  
317 concerned that my money was not going to the proper party, and after having made requests  
318 noting the indiscrepancies, and failure to properly and legally record the line of title, I stated I  
319 would have to suspend payment till proper evidence could be produced. I received no further  
320 correspondence till October when Aurora Loan Services, LLC threatened to act against me for  
321 suspending payments due to their default.

322 9. On or about October 13, 2009, Defendant received a statement, dated 10-07-09 (See Exhibit

323 I-2) showing payment due amount of \$462.99, and a PAST DUE amount of \$925.98, due  
324 October 16, 2009, totaling \$1408.50, and a late payment due of \$1428.03 after that date. This  
325 revealed a continuing failure to credit my August payment, and obviously created greater  
326 concern as to where the funds were going.

327 10. On or about October 24, 2009, Defendant received a statement from Aurora Loan Services,  
328 LLC (dated 10-19-09 - See Exhibit I-3) showing payment due amount of \$462.99, and a PAST  
329 DUE amount of \$925.98, and unpaid late charges of \$39.06, but due November 16, 2009,  
330 totaling \$1428.03, and a late payment due of \$1447.56 after that date. This continued to reveal  
331 a failure to credit my August payment, and obviously created greater concern as to where the  
332 funds were going.

333 11. On October 27, 2009, Defendant contacted Aurora Loan Services, LLC (See Exhibit K) in  
334 response to their threatening letters dated October 16, 2009 (and Oct 20 and 21, of 2009 were  
335 additional statements sent to Defendant - See Exhibit, J-2, and J-3). In this response, Defendant  
336 addresses major issues with Aurora Loan Services, LLC, and Defendant, showing good faith in  
337 this controversy, enclosed a Cashiers' Check for \$965.04, (for September and October) with  
338 simple conditions that they would accept my "conditions" for cashing (based on proof of claim)  
339 and they accepted this offer by cashing this check under the conditions specified. Although they  
340 cashed it, (See Exhibit K-4) they failed to credit properly to my account...

341 12. Having sent the above referenced payment, statements received by Defendant (See I-4  
342 thought I-8), continued to show the failure for Aurora Loan Services, LLC to credit the cashed  
343 Cashiers' Check, and apply the October payment (although they seemingly applied the  
344 September payment). Exhibits I-1, I-2 and I-3 show also the continued failure to credit the  
345 August payment.

346 13. On or about November 9, 2009, Defendant received a letter (See Exhibit J-4) acknowledging  
347 the previous correspondence, and Aurora Loan Services, LLC was preparing a response.

348 14. On or about November 14, 09, Defendant received a statement from Aurora Loan Services,  
349 (Exhibit I-4), however, it reveals yet another twist in this accounting error. Exhibit I-4 now  
350 shows that Aurora Loan Services, LLC has suddenly credited my August payment, but still fails  
351 to credit October's cashed payment. This statement revealed a due amount of \$462.99 for  
352 November, and a PAST DUE AMOUNT of \$462.99 for October payment... defendant at this  
353 time has no clue as to what Aurora Loan Services, LLC is claiming, or where funds are going.

354 15. Defendant received NO correspondence regarding the previous requests for clarification  
355 (See # 11) to the accounting problems.

356 16. On December 1, 2009, Defendant once again contacted Kahrl Wutscher, LLP/Aurora Loan  
357 Services, LLC regarding the controversy. (See Exhibit L). As a continuing show of good faith,  
358 Defendant provided another Cashiers' Check for the amount of \$957.51, for the months of  
359 November and December, with the same conditions as the previously accepted and cashed  
360 check/payment. This letter and Certified Check were received by Kahrl Wutscher, LLP/Aurora  
361 Loan Services, LLC on Dec. 7, 2009, which contained Notary witness and third party certificate  
362 of mailing of Check.

363 17. Defendant continued to receive statements (See Exhibit I-4 through I-8) from Aurora Loan  
364 Services, LLC showing no crediting for the October payment, and subsequently no credit for the  
365 second Cashiers' Check for Nov. and Dec. Payments, despite the attorney firm receiving said  
366 Cashiers' Check under Notary witness and third party certificate of mailing. (See Exhibit L).

367 18. December 8, 2009, defendant receives correspondence from Kahrl Wutscher, LLP (See  
368 Exhibit M) apparently in response to previous requests for authenticated evidence. This  
369 provides no real answers to previous requests for accounting discrepancies, and documentation  
370 as to the true original Deed of Trust and Note location. Kahrl Wutscher, LLP denies any errors  
371 dealing with servicing or accounting, but evidence herein proves otherwise. Kahrl Wutscher,  
372 LLP has no first hand knowledge of the facts or evidence.

373 Kahrl Wutscher, LLP also testifies in Exhibit M that Aurora Loan Services, LLC is NOT the  
374 current owner of the Note, and to date, NO line of title, or recording of any transfer has been  
375 noted or disclosed to Defendant. (Also see Exhibit V). Kahrl Wutscher, LLP also states  
376 throughout that Aurora Loan Services, LLC is the “servicer” of the debt. They go on to declare  
377 that Aurora Loan Services, LLC “has the right to receive payment of the debt for and on behalf  
378 of the current owner of the debt.” Defendant disputes this hearsay presumption, and demands  
379 evidence that this service was purchased by, or assigned TO, Aurora Loan Services, LLC, by the  
380 current true owner, which is stated to be Bank of New York. No evidence of record or on the  
381 original Deed or Note is available to prove this.

382 19. December 16, 2009, Defendant responses to Kahrl Wutscher, LLP, once again clarifying  
383 that payments have not been properly credited to Defendant’s account. (See Exhibit N).

384 20. Kahrl Wutscher, LLP sends a response to my Dec. 16th letter, stating they were “reviewing”  
385 the correspondence and facts Defendant stated. (See Exhibit O).

386 21. In response to further study of documentation from Aurora Loan Services, LLC, Defendant  
387 responds to the negative credit reporting Aurora Loan Services, LLC did despite payments sent  
388 and not credited, damaging Defendant’s credit rating and business potential. (See Exhibit P).

389 22. By the end of January, Defendant, not having received any proper or timely response to all  
390 correspondence or the financial and fiduciary breach of duty, is convinced that there are grave  
391 discrepancies in Aurora Loan Services, LLC accounting for funds, and with no credit being  
392 applied from payments made and/or denial of having received said funds, Defendant, in all good  
393 conscience, having a concern that funds were being diverted, lost, stolen or purposefully  
394 misapplied, and having a duty to any true lender and holder of the Note and Deed, notifies  
395 Aurora Loan Services, LLC via Kahrl Wutscher, LLP that he cannot continue payments until  
396 documentation of all the elements of this controversy, and documentation of funds is properly  
397 performed. (See Exhibit Q).

398 23. On or about Feb 4, 2010, Defendant receives a letter from a new legal firm, Aronowitz &  
399 Mecklenburg, LLP, stating they were now the attorneys for Aurora Loan Services, LLC, “for the  
400 “institution of foreclosure proceedings...” Now Defendant is dealing with two attorney firms in  
401 this issue, further confusing and diffusing the issues. (See Exhibit R).

402 24. On or about Feb 4, 2010, Defendant receives a letter dated Feb 2, 2010 (See Exhibit S) from  
403 Aronowitz & Mecklenburg, LLP to public trustee Betty Diller claiming they provided the stated  
404 documents to Diller. There is no “negotiable instrument” in the record, and there is no “Deed of  
405 Trust” that has any legal capacity to “secure” said “negotiable instrument.” Defendant has been  
406 requesting the exact facts on this issue for months, with no adequate response by Aurora Loan  
407 Services, LLC.

408 25. On or about Feb 8, 2010, Defendant receives a letter (dated Feb 4, 2010) from Aurora Loan  
409 Services, LLC/Jessica Farrera, stating they were reviewing my recent communication to the  
410 Office of Thrift Supervision, (OTS) which was forwarded to Aurora Loan Services, LLC. This  
411 communication was providing OTS with the documents showing the failure by Aurora Loan  
412 Services, LLC to credit my account and to fail to timely respond to financial concerns. She  
413 stated they needed sufficient time to prepare a response (30 days), and to contact her with any  
414 questions. (See Exhibit T).

415 26. On February 11, 2010, Defendant responds (See Exhibit W) to Aronowitz & Mecklenburg,  
416 LLP letter of notice of foreclosure proceedings, Noticing them of the various elements of dispute  
417 and indiscrepancies with the account. Letter was received on Feb. 13, 2010.

418 27. On or about Feb 14, 2010, Defendant receives a letter (dated Feb 10, 2010) from Aurora  
419 Loan Services, LLC/Jessica Farrera, (See Exhibit U) with discussion of the “application” of  
420 payments received. Ms. Farrera claims the first Cashiers’ Check for \$965.04 was received, and  
421 was applied toward the September and October payments, which conflicts with the statements  
422 received by Defendant over the course of 4 months which consistently show the failure of the

423 October payment to be credited. (See Exhibit I). Ms. Farrera goes on to claim that “our records  
424 do not reflect that we received your check No. 12324 in the amount of \$957.51.” Continuing,  
425 Ms. Farrera states that “Your mortgage loan account is past due for the November 1, 2009,  
426 through February 1, 2010, monthly mortgage loan payments,” and continues... “Your mortgage  
427 loan has been referred to our Foreclosure department,” and... “as of the date of this letter, a  
428 foreclosure sale of your property has not been scheduled.” Sale WAS initiated Feb 2, 2010 (See  
429 Exhibit S) 8 days before the date of this letter, and scheduled for sale on July 17, 2010, on Feb  
430 12 by the County Trustee. (See Exhibit V).

431 Included in this correspondence (Exhibit V), was testimony that Aurora Loan Services, LLC was  
432 the “Current holder of Evidence of debt” and “legal holder” of a “negotiable instrument,” and  
433 “secured by a Deed of Trust from” Defendant, however, no such original wet ink Deed or Note  
434 are in evidence. In addition, this testimony conflicts with testimony provided by another  
435 document from Kahrl Wutscher, LLP...(see # 31 Below) .

436 28. On Feb 16, 2010, Defendant responds to Aurora Loan Services, LLC/Farrera response (See  
437 Exhibit X) with an itemized refutation of her accounting testimony, including copies of all  
438 statements. This correspondence also requested adjustments to any late charges or penalties due  
439 to their failure to credit my account, and other ongoing concerns regarding improper accounting  
440 and possible misapplication of funds. This document has yet to be accepted by Aurora Loan  
441 Services, LLC, or returned, despite postal regulations on this return if not accepted. Where is  
442 this document?

443 29. On Feb 6, 2010, Defendant (in an attempt to obtain documentation revealing the true nature  
444 of this controversy) sent a request for specific information and documentation from Home Loan  
445 Center, LLC on the actual conditions of the “sale” of my Deed and Note, to whom, and evidence  
446 of the line of title and proper recording, etc. (See Exhibit JJ), but Home Loan Center, LLC has,  
447 once again, failed to respond to date with ANY relevant answers to these concerns.

448 30. Defendant, not having received any response from Aronowitz & Mecklenburg, LLP to Feb  
449 11, 2010 letter, sent another correspondence dated Feb 25, 2010, (See Exhibit Y) to Aronowitz  
450 & Mecklenburg, LLP, Aurora Loan Services, LLC, Colorado Att. Gen., Denver FBI, U.S.  
451 D.O.J., and the FTC, copying them all with documents on this controversy, including most  
452 correspondence.

453 31. Defendant received correspondence from Kahrl Wutscher, LLP, dated March 2, 2010, (See  
454 Exhibit Z ) in response to my ongoing requests for validation of the original Note and Deed of  
455 Trust. In this correspondence, Kahrl Wutscher, LLP testifies that they responded with complete  
456 information to Defendant's requests, including... information on who "the **owner of the loan**  
457 **who has possession** of the original Note." This is in direct conflict with testimony provided by  
458 Aronowitz & Mecklenburg, LLP and Aurora Loan Services, LLC regarding who actually holds  
459 what. (See Exhibit B). This is prima facie evidence that Aurora Loan Services, LLC, and  
460 Aronowitz & Mecklenburg, LLP have NO standing to be acting in this foreclosure attempt, and  
461 are acting under color of law, and thus the court has no jurisdiction in this matter.

462 32. Defendant received correspondence from Aronowitz & Mecklenburg, LLP, dated March 9,  
463 2010, (received April 1, 2010) in response to my ongoing requests for validation of the original  
464 Note and Deed of Trust. Aronowitz & Mecklenburg, LLP provided yet another "copy" (several  
465 previous copies were received since last year) of the original Deed of Trust and the Note,  
466 however, in this "copy," was placed a new "widow" page between the copy of the Deed of Trust,  
467 and the copy of the Note, (never before seen in previous copies provided) with absolutely NO  
468 nexus or chain to my original Deed or Note. (See Exhibit AA-2 ). This widow page shows some  
469 type of assignment or other "deposit" from Home Loan Center, TO Lehman Brothers, and NOT  
470 Aurora Loan Services, or any others. This begs the questions, "who actually originally bought  
471 the Loan?" "Who now owns this original wet ink Deed and Note, since Lehman Brothers are no  
472 longer solvent, and NO OTHER ASSIGNMENTS OR PARTIAL ASSIGNMENTS ARE  
473 REVEALED in ANY evidence produced by Aurora Loan Services, LLC or Aronowitz &  
474 Mecklenburg, LLP, or other named parties," or on record with Trustee, or lawfully recorded on

475 original Deed of Trust and Note or with County Recorder. This is egregious violations of law in  
476 dealing with mortgages and proper chain of Title recording.

477 This provides prima facie evidence of possibly fraud in throwing this hearsay “widow page” as  
478 some kind of “evidence” into the mix, but also provides evidence of a complete lack of line of  
479 title on this Deed and Note, and NO evidence of who now holds the original wet ink Note and  
480 Deed, especially given the “sales” of this instrument to Aurora Loan Services, LLC, and at some  
481 unknown (and undisclosed to Defendant) time, apparently to Bank of New York, (as previous  
482 evidence proves). The ONLY evidence available to show who could have ANY security interest  
483 in this mortgage is Home Loan Center, LLC...the recorded interest that yet remains in the  
484 Recorder’s Office in Archuleta County. However, as previously proven, Home Loan Center,  
485 LLC testifies that it has NO interest in the Loan. (See Exhibits E and F). In addition, the widow  
486 page (Exhibit AA-2), shows ONLY the transfer/assignment or partial assignment to Lehman  
487 Brothers, and NOT the assignment or partial assignment to Aurora Loan Services, LLC as Home  
488 Loan Center, LLC and Aurora Loan Services, LLC testify to. At the bare minimum, this reveals  
489 some major indiscretions in this issue.

490 In addition, on Exhibit AA-1, Aronowitz & Mecklenburg, LLP states no outstanding “payments  
491 have been received...”, but evidence herein shows this to be in error. They also request “proof”  
492 of the outstanding payments being made.” Defendant provided this proof multiple times, and  
493 received NO acknowledgment, and only frivolous foreclosure proceedings.

494 33. On March 1st, 2010, Defendant sent to Aurora Loan Services, LLC , Aronowitz &  
495 Mecklenburg, LLP, Home Loan Center, LLC, Kahr! Wutscher, LLP, the Denver FBI, the FTC,  
496 and Judge Denvir/ Judge Lyman, approximately, a 140 page package of documents with ample  
497 evidence of the banking/mortgage fraud taking place. No response has been forth coming,  
498 except from the FTC and phone discussion with the FBI. (Documents and recordings available).

499 34. March 5<sup>th</sup>, 2010 Defendant was finally able to secure funds back from the alleged Cashiers’

500 Check Aurora Loan Services, LLC , Kahrl Wutscher, LLP and Aronowitz & Mecklenburg, LLP  
501 denied receiving. There is a 90 day waiting period for cancelling the Cashiers' Check and  
502 receiving a refund, (See Exhibit BB), which, of course, tied up Defendant's funds and prevented  
503 him from sending in the good faith payments at an earlier time. (See Exhibit CC).

504 35. On March 26, 2010, Defendant sent a 29 page document to Aurora Loan Services, LLC ,  
505 Aronowitz & Mecklenburg, LLP, Home Loan Center, LLC and Kahrl Wutscher, LLP consisting  
506 of legal NOTICE, and copies of support documents, along with a **copy** of a Cashiers' Check (#  
507 12556), in the amount of \$2777.94 (for Nov-April monthly "allegedly owed" payments) to all  
508 but Home Loan Center, LLC. This was yet another good faith action on defendant's part in spite  
509 of the preponderance of evidence that fraud, attempted fraud, collusion, racketeering, fiduciary  
510 malfeasance, default by Aurora Loan Services, LLC , and diversion of funds seemed self  
511 evident, among more evidence of other indiscrepancies taking place since this controversy  
512 began.

513 The "COPY" was to eliminate yet another "lost" Cashiers' Check, tying up Defendant's funds  
514 for yet another 3 months, preventing legal and lawful compliance with alleged debt payment,  
515 (Since Defendant is a disabled veteran with very limited funds) should the same pattern of  
516 default and fiduciary irresponsibility continue. Funds are available if Aurora Loan Services,  
517 LLC honors its acceptance of previous conditions, and provides verified Proof of Claim, as well  
518 as the actual Deed of Trust and Note to this honorable Court as required by Law. (See Law  
519 Discussion above).

520 Exhibit BB shows the return of receipt to request refund, and credit received on this Cashiers'  
521 Check, 91 days after date of Check, making funds finally available to Defendant for application  
522 toward alleged debt.

523 36. On March 29, 2010, Defendant received a Notice of Rule 120 Hearing, scheduled for April  
524 16, 2010, (post marked March 26, 2010 from Denver), with response due by April 12, 2010.

525 (See Exhibit DD). Defendant began wading through the hundreds of pages of documents to  
526 begin drafting a clear, accurate and complete response in the short allotted time (given the notice  
527 was mailed on a Friday, and of course would take 2-3 days to arrive considering the weekend...  
528 eating up time to be able to properly and adequately respond).

529 37. On April 8, 2010, just 4 days before Defendant's Rule 120 hearing response is due, he  
530 receives a letter dated March 6, 2010, (See Exhibit EE) from Kahrl Wutscher, LLP, WITH THE  
531 VERY CASHIERS' CHECK Aurora Loan Services, LLC, Aronowitz & Mecklenburg, LLP  
532 AND Kahrl Wutscher, LLP **PREVIOUSLY DENIED HAVING OR EXISTING**. The  
533 Cashiers Check was returned/refused with the reason... Defendant "inserted unacceptable  
534 conditions on the back of the check." (As noted in Exhibit EE, Defendant returned said  
535 Cashiers' Check# 12324 to Citizen's bank immediately upon receipt on April 8, 2010, as  
536 certified document shows-See Exhibit EE-3).

537 If it please the court, it should first be noted that this returned legal funds is authenticated  
538 evidence that Aurora Loan Services, LLC, Kahrl Wutscher, LLP and Aronowitz & Mecklenburg,  
539 LLP, at the very least, were grossly negligent, and possibly criminally in conspiracy together to  
540 continue this foreclosure in an attempt to defraud Defendant of his property through  
541 manipulating financial records, covering up payments, and forcing this foreclosure without  
542 having done Due Diligence.

543 Second, it should be noted that the first Cashiers' Check, (# 12253) which was cashed, (See  
544 Exhibit K-4) but not originally properly applied for months, and later credited (See Exhibit U),  
545 constituted an "Offer" by Defendant, and "Acceptance" by Aurora Loan Services, LLC, of the  
546 conditions placed on the cashing... the SAME conditions for the cashing of the second (returned)  
547 Cashiers' Check (# 12324)... that of simply agreeing to be able to provide the original Note and  
548 Deed of Trust as evidence of ownership, along with proper proof of claim. In refusing to honor  
549 the original "offer," Aurora Loan Services, LLC has once again defaulted in the agreement, and  
550 also failed to accept legal payment toward alleged debt. The accepted modification of agreement

551 is evidenced by cashing of funds (consideration) provided to Aurora Loan Services, LLC.

552 Third, it should be noted that the date on the Kahrl Wutscher, LLP letter is March 6, 2010, but  
553 the post mark for mailing this letter is April 2, 2010, (See Exhibit EE-4) **4 WEEKS after this**  
554 **letter was written.** Kahrl Wutscher, LLP had knowledge of the existence of the Cashiers’  
555 Check at LEAST on this date, (and possibly sooner) and SHOULD have immediately acted to  
556 notify all parties of this known fact. This could have alleviated the continued costs to Defendant  
557 in time off work to respond, emotional stress, being forced to aggravate my back disability in  
558 prolonged sitting at a desk, not to mention the assault on Judicial Economy by tying up court’s  
559 time with frivolous hearings and charges, yet they willfully and wontonly persisted in this  
560 frivolous foreclosure.

561 38. Defendant, upon requesting a print out of all documents filed by Aronowitz & Mecklenburg,  
562 LLP, NOTICES the Court that there is NO (See Exhibit FF) filing of the Certification signed and  
563 acknowledged by Attorney... a moot point considering all other evidence (Attorney must have  
564 First Hand Knowledge of the Facts and evidence of the case. Only filings dated March 23, 2010  
565 and AFTER have been filed.

566 39. Kahrl Wutscher, LLP states in his response to Defendant (See Exhibit Z) that “Aurora... has  
567 the right to receive payment of the debt.” This issue is contested. There is NO documentation  
568 proving Aurora Loan Services, LLC has been assigned, purchased or owns servicing rights on  
569 this debt. Home Loan Center, LLC originally claims to have sold the loan, (not stating to  
570 Whom) and transferred “servicing rights” to Aurora Loan Services, LLC , (See Exhibit E), and  
571 later states it “sold both your loan and servicing rights to” Aurora Loan Services, (See Exhibit  
572 F). Aurora Loan Services, LLC claims to have originally purchased loan and servicing rights, but  
573 testifies that another entity now “owns” the Loan. However, there has been no such disclosure  
574 recorded in evidence in the Recorder’s Office, or in evidence in this foreclosure proceeding, or  
575 disclosed to Defendant, creating a significant question as to who exactly, legally, “has the right  
576 to receive payments of the debt” and who truly “owns” the Loan and Deed. Until proven in the

577 record, Defendant challenges this assumption and hearsay evidence.

578 40. Throughout correspondence, Aurora Loan Services, LLC, Aronowitz & Mecklenburg, LLP,  
579 et al, provide copies of the Deed and Note, and reference same, yet fail to provide the actual, wet  
580 ink Note and Deed to the Court or the Trustee. Using copies as “negotiable instruments” (See  
581 Exhibit S) is a flagrant violation of 18 U.S.C, and is a securities violation, not to mention being  
582 very related (in the spirit of the action) to an attempt to “counterfeit” said genuine, wet ink Note  
583 and Deed, and promote them as evidence of having the “original wet ink note,” (or having access  
584 to the same) when, in fact, they have provided NO evidence that this is remotely true, as the  
585 preponderance of documented evidence provided shows, and proves beyond a reasonable doubt.

586 If it please the Court, this is no different than my copying a hundred dollar bill, and handing it to  
587 someone as proof that I have the genuine bill and have a right to receive the same value for the  
588 “copy.” It is also no different than Defendant, or the many others I can produce as witnesses  
589 who ALSO have a “copy” of the Note and Deed and the “widow” page provided by Aronowitz  
590 & Mecklenburg, LLP. Does this give ANYONE with a “copy” of the Note and Deed authority  
591 to receive funds, or can be used as “proof” that they are the true owner of the original security  
592 instrument? Simple logic, reason, and justice plainly state, NO! If they don’t state this, then the  
593 same criteria must be used in judging this issue as to who the true owner and holder of the  
594 original note is... meaning that Defendant’s “copy” of the same unrecorded and clouded  
595 assignment or partial assignment of documents must mean “I” (or the others with the same copy)  
596 am the true owner of the Note, unless Plaintiff demands that I provide the original wet ink  
597 signature Deed and Note to validate such a claim. What proof can Plaintiff provide (or demand)  
598 to prove that I am NOT the owner of the Note and Deed having a “copy” of the original? How  
599 would the “judicial machinery” of the court engage in this controversy, and determine who is the  
600 real party of interest?

601 The concept borders on ludicrous.

602 41. Defendant maintains that not only has actions by Aurora Loan Services, LLC (and Home  
603 Loan Center, LLC) clouded this mortgage title, it damages Defendant's ability to sell property  
604 due to such a confusing mishmash of failure to properly record title and assignments or partial  
605 assignments, or know who actually holds the originals.

606 42. The Rule 120 is limited in scope, and deprives defendant of constitutional 5<sup>th</sup> Amendment  
607 right to Due Process/Substantive rights. No opportunity is provided for discovery, and leaves  
608 Defendant without remedy under statutory laws of Colorado, which are, in fact,  
609 unconstitutionally competing against Defendant's civil rights under the 5<sup>th</sup> Amendment.

610 43. Considering all evidence to date, Defendant has never received ANY disclosure of sale by  
611 Aurora Loan Services, LLC to any other party, or financial elements of same that might affect  
612 Defendant's costs, or his long term expenses.

613 44. Exhibit S-2 states that "Aronowitz & Mecklenburg, LLP certifies to the best of their  
614 knowledge, that Steven Robert Maehr, is the current owner of the property..." Defendant points  
615 out that the "ownership" of the property is not the issue here. The entire correspondence from all  
616 parties has been consistently between Defendant and them. Aronowitz & Mecklenburg, LLP,  
617 attempted to assess Defendant attorney fees. All parties involved have been responding to  
618 Defendant, providing documents to Defendant, including private payment information and other  
619 details. Defendant is named in the Deed of Trust and Note, and Defendant's signature created the  
620 agreement and security instrument and loan.

621 It is irrelevant who pays the alleged debt and Defendant has clear interest in all elements, having  
622 made consistent payments for 6 years. (Also see Exhibit HH-2). If Aronowitz & Mecklenburg,  
623 LLP/Aurora Loan Services, LLC, believe Defendant is not party to this issue, and has no legal  
624 standing, why all this correspondence and disclosure of personal information? (The legality of  
625 the quit claim could be called into question considering the Deed and Note are in Defendant's  
626 name, but allegedly "owned" by other parties, not involved with Quit Claim, thereby making the

627 Quit Claim an invalid legal process. In any case, Defendant has Power of Attorney from Steven  
628 R. Maehr for all elements of this issue. (See Exhibit KK).

## 629 **Relief Requested**

630 1. Defendant moves this honorable court to dismiss this case, with prejudice, and dismiss sale  
631 date of June 17th, 2010, based on the above documentation, including Exhibits.

632 2. Defendant also moves this court to sanction Aronowitz & Mecklenburg, LLP and Kahrl  
633 Wutscher, LLP for obvious attempt to provide evidence to Defendant and, subsequently, to the  
634 court, which has proven to be false, and for not doing Due Diligence prior to accepting this case,  
635 and determining true standing of Aurora Loan Services, LLC.

636 3. Defendant moves this court to enter a judgment against Aronowitz & Mecklenburg, LLP for  
637 fees already invoiced to Aronowitz & Mecklenburg, LLP for substantial responses and research  
638 time in response to frivolous foreclosure actions by Defendant, (See Exhibit W and Y), and an  
639 additional 25 hours (at \$250 per hour) in legal researching, and preparing the enclosed  
640 documents, Exhibits and copy costs, OR for Aurora Loan Services, LLC to accept offer already  
641 provided, but completely ignored to Aurora Loan Services, LLP. (See Exhibit GG).

642 \_\_\_\_\_

643 Jeffrey T. Maehr

644

### 645 **Certificate of Mailing**

646 I, Jeffrey T. Maehr, do certify that I mailed, first class, prepaid, a true and complete copy of the  
647 foregoing document, (28 pages) and all exhibits (A-KK, 97 pages), to Steven R. Maehr at the

648 address above, on April 23, 2010.

649 \_\_\_\_\_

650 Jeffrey T. Maehr