

Exitibit 2

AFFIDAVIT OF FACTS

STATE OF ILLINOIS \

) vs.: AFFIDAVIT

COUNTY OF COOK

RE: KURT MARIN

I, ELIYSHUWA SHAPHAT YISRAEL, a citizen of the United States and the State of Florida over the age of 21 years, and declare as follows under penalty of perjury that the facts stated herein are true, correct and complete. The undersigned believes them to be true and admissible as evidence in a court of law, and if called upon as a witness, will testify as stated herein:

- That Iam a subscriber of the Bloomberg ProfessionalService, certified and to use such service. I have
 completed the required training and engaged in continuing education with Bloomberg both online
 and at Bloomberg live training events, to stay abreast with Bloomberg's latest progress and
 developments. I have the requisite knowledge and the trained ability to ravigate and perform effective
 searches on the Bloomberg terminal.
- 2. Iam a Certified Mortgage Securitization Auditor and my qualifications, expertise and experience provide me with the background necessary to certify the audit services and to be qualified as an expert in this field. I have produced approximately one hundred Securitized Analysis Reports in residentialreal estate mortgage investigationin 15 states and in United States, I have Nottestified as an expert witness In Any Court I have Completed auditors in California, Florida, New Jersey, Nevada, New York and Virginia and via the Internet in webinar format.
- I have the trained skills and qualifications to navigate and perform searches on the Bloomberg terminal in regards to the automated tracking and determination of mortgage andloan related documents and information.
- The contents of this report are factualbutit is provided forinformation purposes only and is not to be construed as "legal advice."
- 5. On DECEMBER 8, 2015,I researched the Bloomberg online Database at the request of KURT MARIN. Whose property address is 3320 NE 165 STREET NORTH MIAMI BEACH.
- 6. Based on the information Iwas provided, Kurt Marin signeda Promissory Note in favor of Federal Saving Bank, Home Loan on July 14, 2006.
- 7. Loan was identified in the WAMU MORTGAGE PASS-THROUGH CERTIFICATE.TRUST 2006-AR12.
- 8. The basis of the identification of Lcan in WAMU MORTGAGE PASS-THRO JGH CERTIFICATE TRUST 2006-AR12 was made from the following factors/information that exactly corresponds with Kurt Marin loan documents provided: Loan Number. 3010215659097; Original Amount: \$2,180.000.00.Origination Date: July 14, 2006; Location of Property: MD; Property Type: Single Family Residence; Occupancy: Owner Occupied; Zip Code: 33160; Type Loan: 31 Year Fixed Rate Mortgage.

- There are a total of <u>TWETY FOUR(29) classes</u> in the WAMU MORTGAGE PASS THROUGH CERTIFICATE TRUST 2006-AR12.
- 13. Theloan is in <u>TWENTY NINE (29) classes</u>. Four (1) classes out of the <u>TWENTY NINE (29)</u> have been paid (Pd.). Theloan is in the all collateral group and group 2.
- 14. Generally, if the Mortgage and the Note are not togetherwith the same entity, there can be no Legal enforcement of the Note. The Mortgage enforces the Note and provides the capability for the lender to foreclose on the property. Thus, if the Mortgage and the Note are separated, foreclosure legally cannot occur. The Note cannot be enforced by the Mortgage if each contains a different mortgagee/beneficiary; and, if the Mortgage is not itself alegally enforces ble instrument, there can be no valid foreclosure on the homeowners' property.
- 15. No Entity can be a CREDITOR ifthey do not hold/own the asset in question (i.e. the NOTE and/or the property); a Mortgage Pass Through Trust (I.e. R.E.M.I.C., as defined in Title 26, Subtitle A, Chapter 1, Subchapter M, Part II §§ 850-852) cannot hold assets, for if they do, their tax exempt status is violated and the Trust itself is void abinitio. This is an indication that eitherthe Trust has either voided its intended Tax Free Status, or the asset is not in fact owned by it.
- 16. In the event that theloan was sold, pooled and turnedinto a security such event would indicate that the alleged holder can no longer claim that it is a real *party* of interest, as the original lender has been paid in full.
- 17. Further said, once the Note was converted into a stock, or stock equivalent, that event would indicate that the Note is no longer a Note. If both the Note and the stock, or stock equivalent, exist at the same time, that is known as double dipping. Double dipping is a form of securities traud.
- 18. Once a loan has been securitized, which the aforementioned loan *may* have been done *many* times, that event would indicate that the loan forever loses it security component (i.e., the Mortgage), and the right to foreclose through the Mortgage is forever lost.
- 19. The findings of this reportindicate that the Promissory Note has been converted Into a stock as a permanent fixture. As a stock it is governed as a stock under the rules and regulations of the SEC; hence, the requirement for the filings of the registration statements, pooling and servicing agreements. form 424B-5, et.al. There is no evidence on Record to indicate that the Mortgage was ever transferred concurrently with the purported legaltransfer of the Note, such that the Mortgage and Note has been irrevocably separated, thus making a nullity out of the purported security in a property, as claimed
- 20. Careful review and examination reveals that this was a securitizedloan. The Assignment of Mortgage pretended to be an A to D transaction when in fact the foreclosing party was hiding the A to B, B to C, and C to D facts of true sales, where A is the originallender, B the sponsor/seller, C the bankruptcy-remote depositor, and D, the issuing mortgage-backed securities trust. They also hid the legal SEC filings, governing the transaction according to our findings. But to be controlled By those SEC filings, the true originalloan Note and Mortgage had to be provided by the Document Custodian certified to have been in possession of them by them on or about Aug 14, 2006. Because it was not, the claim of ownership by the Trust cannot be substantiated and the loan servicing rights not established atlaw by agreement. Isupply this report as written testimony and am available for oral testimony.

STATE OF ILLINOIS)

) vs.: ACKNOWLEDGEMENT

COUNTY OF COOK

2016 before me, ////www. Steeper / William Public)

personally appeared ELIYSHUWA SHAPHAT YISRAEL, who proved to me on the basis of satisfactory evidence to be the man whose name is subscribed to the wit in instrument and acknowledged to me that he executed the same in his authorized capacity, and that by I is signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument under the penalty of perjury.

1 certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.

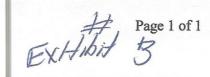
WITNESS my hand and official seal.

OFFIC AL SEAL" TARA BLAKE y Publi

My commission Expires

12/03/2016

By: Certified Mortgage Securitization Auditor



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											Structu	al Summ	iary		
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Current				Orig	nal				Paymen	t Detail	S		12) Rtg	Curr	. Orig
Bal USI	D	24,9	28,845	Bal	USD	42	9,891,0		Next Pa			25/16	Fitch	D	AAA
ct (De	c 15)	0.0579	88757			1.4Yrs	s@ 25 Cl	PR	Rcd Dat		12/	31/15		D	AAA
Cpn (N			3112%		Coupon		6.0985	6%	Pay Day			25th			
	irp Pct		10.80%		s/Grp f		42.0		Frequen			12			
Beg Ac			01/15				10/25/		Pay Del		24			al Inform	nation
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	Dec15							May		Mar		Jan 15			
	3.74			21.79	14.02	14.55	18.41	7.05		7.61	5.87	14.27			
	0.06	0.06	0.06	0.06			0.06	0.06	0.06	0.06	0.07	0.07			
	2.43	2.43	2.43								2.26				

Marin

No findings in any publicly-reporting trust. Exact identification of securit zation trust or corporate bank portfolio may be gotten through a QWR, Request for Information under Regulations X and Z, a FOIA request, voluntary lender disclosure or discovery through litigation.

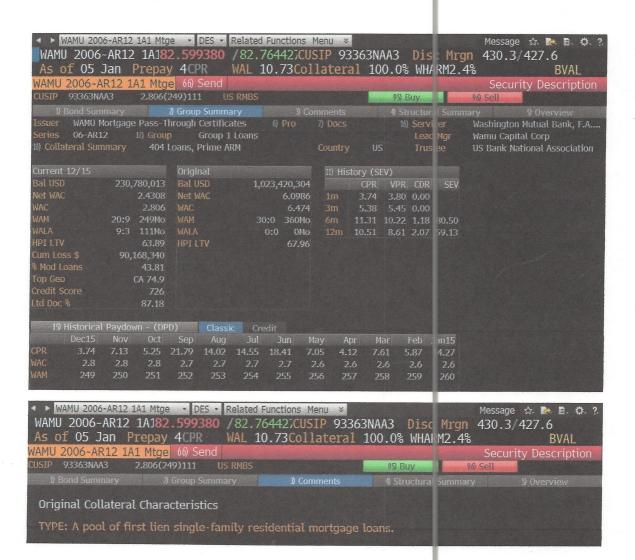
The following is a Washington Mutual Bank trust meeting the qualifications for securitization:

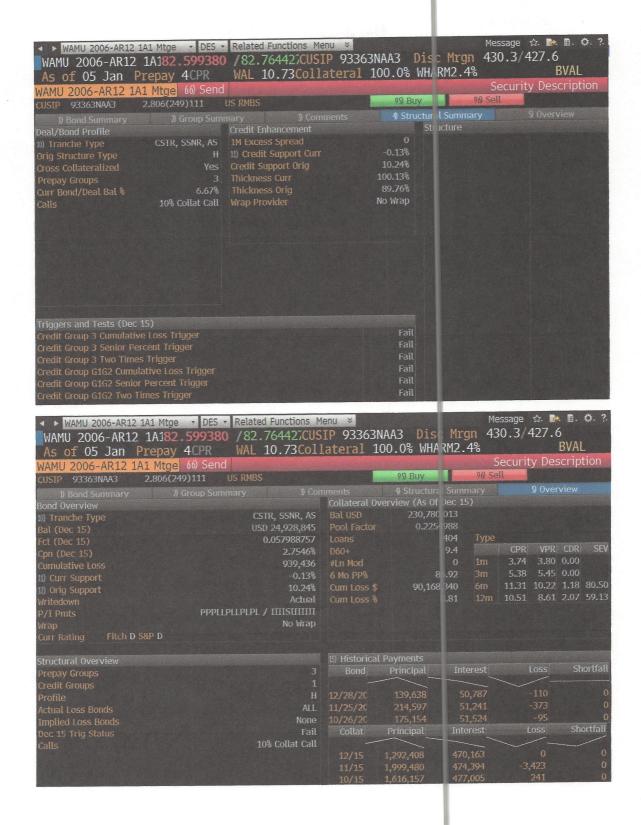
Prospectus Supplement form 424(b)5

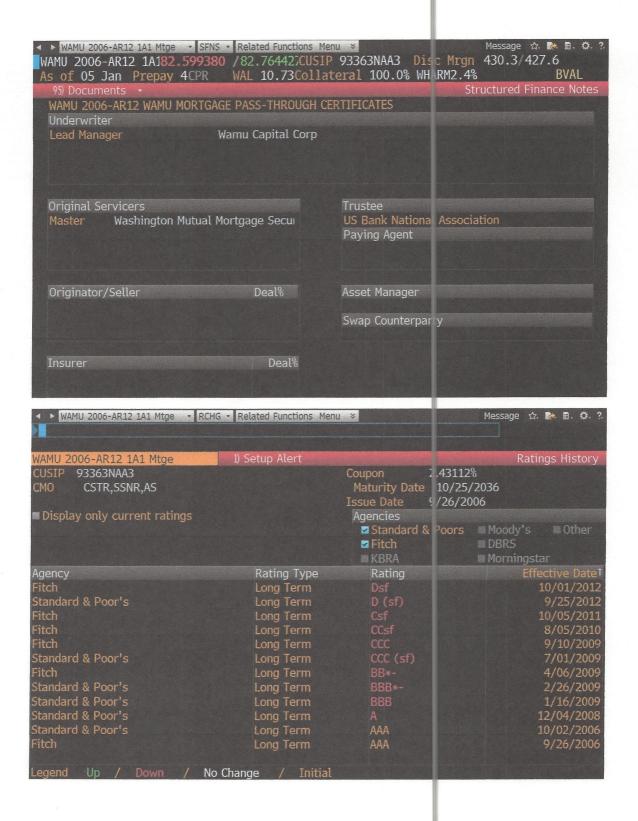
http://www.sec.gov/Archives/edgar/data/1317069/00009501170600399 6/a42770.htm

Pooling and Servicing Agreement

http://www.sec.gov/Archives/edgar/data/1374624/00012772770600072 1/exh41to8kpsawamu2006 ar 12.pdf







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	A CF Class	Orig(000)	Cpn	OWAL	Factor Cusip	Tranche Description	Group	
	Y 1A1	429,891		1.40	0.0580 93363NAA3	CSTR, SSNR, AS	Group 1 Loans	
	Y 1A2	81.182	2.755	3.93	0.5812 93363NAB1	CSTR, SSNR, AS	Group 1 Loans	
3)	Y 1A3	170,357	2.755	7.93	0.5812 93363NAC9	CSTR, SSNR, AS	Group 1 Loans	
4)	Y 1A4	250,000	2.755	3.33	0.2511 93363NAD7	CSTR, SSNR, AS	Group 1 Loans	
5)	1A5	44,912		3.33	0.0000 93363NAE5	CSTR, SSUP, AS	Group 1 Loans	
	Y 2A1	198,477	5.750	3.35	0.2227 93363NAF2	CSTR, SSNR, AS	Group 2 Non-PO Collateral	
	Y 2A2	100,151	5.957	3.35	0,2226 93363NAG0	CSTR, SSNR, AS	Group 2 Non-PO Collateral	
	Y 2A3	100,151	5,707	3.35	0,2226 93363NAH8	CSTR, SSNR, AS	Group 2 Non-PO Collateral	
		19,229	5,834		0,0000 93363NAJ4		Group 2 Non-PO Collateral	
	Y 3A1	132,694	6.087	1.25	0.0019 93363NAK1	CSTR, SSNR, AS	Group 3 Loans	
	Y 3A2	40,861	6.087	3.68	0,5191 93363NAL9	CSTR, SSNR, AS	Group 3 Loans	
	Y 3A3	57,851	6.087	8.09	0.5191 93363NAM7	CSTR, SSNR, AS	Group 3 Loans	
		251,541			0.0000 93363NAP0			
					0.0000 93363NAQ8	10, CSTR, NTL		
		1,913		3.47	0.1649 93363NAR6	CSTR, AS	Group 2 Discount Strip at 5.759	
	1.81							
						SUB, CSTR, NAS		
			0.000		0.0000 93363NAU9	SUB, CSTR, NAS		
		3,747			0.0000 93363NAV7			
					0.0000 93363NAW5			
				6.17	0.0000 93363NAX3	SUB, CSTR, NAS		
						R, AS		
)	LB4	6,586	0.000		0.0000 93363NAY1	SUB, CSTR, NAS	G1G2	
)	LB5	5,854	0.000		0.0000 93363NAZ8	SUB, CSTR, NAS	G1G2.	
	186	3,661			0.0000 93363NBA2	SUB, CSTR, NAS	G1G2	
		1,124						
			0.000		0,0000 93363NBC8	SUB, CSTR, NAS		
			0.000		0.0000 93363NBD6	SUB, CSTR, NAS		

► WAMU 2006-AR12 1A1 Mt	ge • CL	P - Related	Functions Me	าน Ў		M	essage ☆. I	M. B. ¢.
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onths of History 6						10) All Collate	ral	
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		12/2015	11/2015	10/2015	09/2015	08/2015	07/2015	Issuand
) Balance (M)		373,861	378,441	381,229	385,930	393,000	399,943	1,713,3
Pool Factor			0.221	0.223	0.225	0.229	0.233	
# of Loans		642	647		658		674	2,3
WAC		3.045	3.041	3.040		2.936	2.936	6.5
Net WAC		2.596		2.587	2.505	2.484		6.0
WAM						253		
WALA		111	110					
WALTV (Amort) %		61.83				62.48	62.62	
HPI LTV (Amort) %		66.67	66.72	66.88	67.16	67.63		67
LTV > 80%		3.50			3.41		3.30	
Deling 30 days %		2.34	1.31	1.56	1.99	1.78	2.13	0
	~~~	1.15	1.04	1.71	1.37	1.47	1.01	0
Deling 90 days %		2.15	2.54	2.41	2.59	2.35	2.59	0
Bankruptcy %	1	0.52	0.84	0.88	0.66	1.81	1.77	0
Foreclosure %		6.69	6,33	6.35	6.42	5.96	6.01	0
REO %		0.63	0.62	0.53	0.68	0.99	1.23	
Deling. 60+ %	-	11.15	11.38	11.87	11.72	12.58	12.61	0
Deling. 90+ %		9.99	10.33	10.16	10.35	11.11	11.60	0
Cumul Loss %		7.025	7.025	7.025	6.986	6.977	6.906	
Second Lien %		0.00		0.00	0.00	0.00	0.00	
First Lien %		100.00	100.00	100.00	100.00	100.00	100.00	
# of Mod Loans Cur Period								
Limited Doc %		87,44	87.42	87.49	87.08	87.08	87.28	
Credit Score						726		
Perfect Payer 24 Mo. %		74.99	74.99	74.71	74.10	73.47	73.05	
Perfect Payer 60 Mo. %		42.54	43.08		42.98	42.98	42.06	
Perfect Payer %			35.19		35.37	35.32	35.41	100
		11.93		12.79			14.61	
Fixed Collat. %		43.49	43.08	43.00	42.65	41.87	41.47	
					14.35			
Bal. 417 - 1MM		69.15		69.74	70.06	69.90		
	1			15.48				
Geo 1st %		CA 75.0	CA 74.7	CA 74.5	CA 74.1	CA 73.4	CA 73.3	CA 68
			NY 6.0	NY 6.0				
		NJ 3.6	NJ 3.6	NJ 3.6	NJ 3.5	NJ 3.5	FL 3.6	
		FL 3.2	FL 3.2		FL 3.1	FL 3.4	NJ 3.4	FL 3

Prospectus Supplement to Prospectus Dated January 6, 2006

# WaMu Mortgage Pass-Through Certificates, Series 2006-AR12

WaMu Asset Acceptance Corp.

Depositor

Washington Mutual Bank Sponsor and Servicer

\$1,694,778,749

(Approximate)

Consider carefully the risk factors beginning on page S-16 in this prospectus supplement and page 5 in the accompanying prospectus.

The certificates will represent interests only in the issuing entity which is WaMu Mortgage Pass-Through Certificates Series 2006-AR12 Trust and will not represent interests in or obligations of Washington Mutual Bank, WaMu Asset Acceptance Corp., Washington Mutual, Inc. or any of their affiliates.

Neither these certificates nor the underlying mortgage loans are guaranteed by any agency or instrumentality of the United States.

This prospectus supplement may be used to offer and sell the offered certificates only if accompanied by the prospectus. The WaMu Mortgage Pass-Through Certificates Series 2006-AR12 Trust will issue twenty three classes of offered certificates and six classes of privately placed certificates. Each class of offered certificates will be entitled to receive monthly distributions of interest, principal or both, beginning on October 25, 2006. The certificate interest rate or some classes of offered certificates will be variable. The table on page S-6 of this prospectus supplement contains a list of the classes of offered certificates, including the initial class principal balance, certificate interest rate, and special characteristics of each class.

The primary asset of the Trust will be a pool of first lien single-family residential mortgage loans whose interest rates (after an initial fixed-rate period) adjust annually. The Trust will also contain other assets, which are described on page S-29 of this prospectus supplement.

## Offered Certificates

Total principal amount (approximate) First payment date Interest and/or principal paid Last payment date \$1,694,778,749 October 25, 2006 Monthly October 25, 2036

Credit enhancement for the Class 1-A1, Class 1-A2, Class 1-A3, Class 1-A4, Class 1-A5, Class 2-A1, Class 2-A2, Class 2-A3, Class 2-A4, Class 1-X, Class 2-X, Class 2-P, Class L-B-1, Class L-B-2 and Class L-B-3 Certificates is being provided by three classes of privately offered certificates, which have an aggregate principal balance of approximately \$16,100,805. Credit enhancement for the Class 3-A1, Class 3-A2, Class 3-A3, Class 3-A4, Class 3-B-1, Class 3-B-2 and Class 3-B-3 Certificates is being provided by three classes of privately offered certificates, which have an aggregate principal balance of approximately \$2,499,831. Additional credit enhancement for the offered senior certificates is being provided by the related classes of offered subordinate certificates. Losses ot erwise allocable to some senior certificates will instead be allocated to other senior certificates.

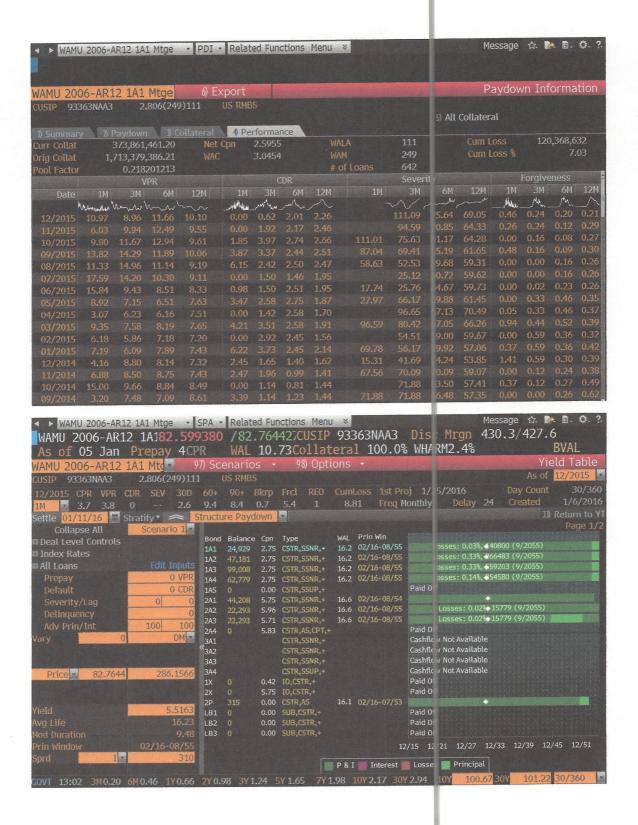
The underwriter listed below will offer the offered certificates at varying prices to be de emined at the time of sale. The proceeds to WaMu Asset Acceptance Corp. from the sale of the offered certificates will be approximately 100.25% of the principal balance of the offered certificates plus accrued interest, before deducting expenses. The underwriter's commission will be the difference between the price it pays to WaMu Asset Acceptance Corp. for the offered certificates and the amount it receives from the sale of the offered certificates to the public.

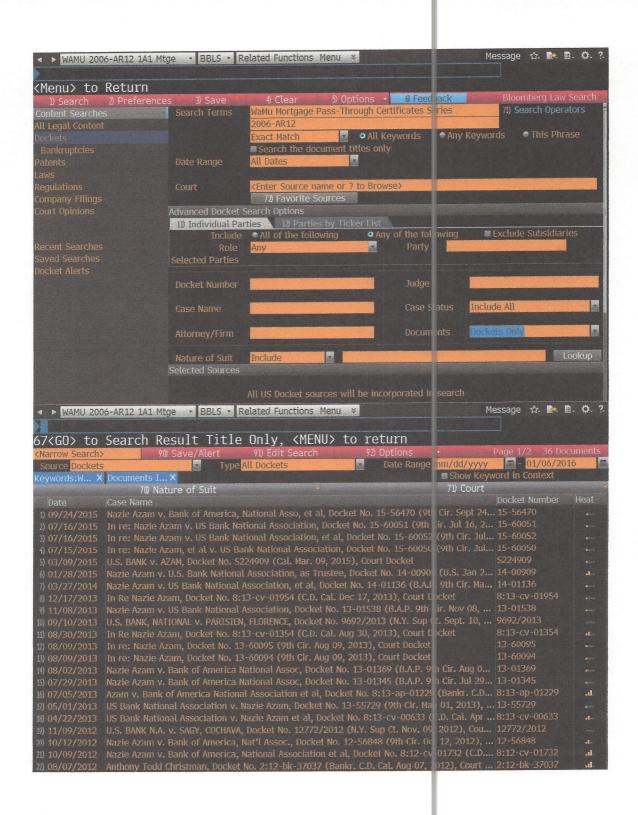
Neither the SEC nor any state securities commission has approved of disapproved of the offered certificates or determined that this prospectus supplement or the prospectus is accurate or complete. Any representation to the contrary is a criminal offense.

Underwriter

WaMu Capital Corp.

September 22, 2006









CFW 2007R0432403 DR Bk 25580 Pss 1174 - 1175; (2pss) RECORDED 05/01/2007 12:05:59 HARVEY RUVIN; CLERK OF COURT MIANI-DADE COUNTY; FLORIDA

EXHIBIT

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IN THE CIRCUIT COURT OF THE 11th JUDICIA L CIRCUIT OF FLORIDA, IN AND FOR MIAMI-DADE COUNTY

Washington Mutual Bank

Plaintiff,

-VS-

Kurt Marin: George Garda: Jeffrey Levitin, As Trustee; Wexford High Yield Debt Fund I, LLC; Sima Hadad; Unknown Parties in Possession #1; Unknown Parties in Possession #2; If living, and all Unknown Parties claiming by, through, under and against the above named Defendant(s) who are not known to be dead or alive, whether said Unknown Parties may claim an interest as Spouse, Heirs, Devisees, Grantees, or Other Claimants

Case #:

Division#:

07-12402 CA 02

UNC:

Defendant(8)

## NOTICE OF LIS PENDENS

THE ABOVE NAMED DEFENDANT(S) AND ALL OTHER S WHOM IT MAY CONCERN:

YOU are hereby notified that suit was instituted by the above- amed Plaintiff against the above-named Defendant(s) on April 25, 2007, in the above styled cause, involving the following described property, situated lying and being in Miami-Dade County, Horida, to-wit:

OR BK 25580 PG 1175

LOT 8, BLOCK 6, BASTERN SHORES 1ST ADDITION, A CCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 65, PAGE 39, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Relief sought as to such property is for foreclosure of mortgat e held by Plaintiff against the premises.

YOU will, therefore, please govern yourselves accordingly,

By: VV COLLEEN M. COLTOI FL Bar #0015167

LELLA Suite

SHAPIRO & FISHMAN, LLP Attorneys for Plaintiff 2424 North Federal High way Suite 360 Boca Raton, Florida 334, 1 Telephone: (561) 998-67 00 Fex: (561) 998-6707

07-76750B

EXHIBIT 15

Recording Requested By and When Recorded Mail to: Washington Mutual Bank Office of the Corporate Secretary 1301 2nd Ave., NMC3501 Seattle, WA 98101

Space Aboyc for Res ording Information

#### AFFIDAVIT OF THE FEDERAL DEPOSIT INSURANCE CORPORATION

- I, Robert C. Schoppe, having been first duly sworn, bereby males this Affidavit and say
- 1. I am an authorized representative of the Federal Deposit II surance Corporation, an agency of the United States government (the "FDIC").
- 2. On September 25, 2008; Washington Mutual Bank, former ly known as Washington Mutual Bank, FA. ("Washington Mutual"), was closed by the Office of Thrift Supervision and the FDIC was named receiver.
- 3. As authorized by Section 11(d)(2)(G)(i)(II) of the Federal I lenesit Insurance Act, 12 U.S.C § 1821(d)(2)(G)(i)(II), the FDIC, as receiver of Washing on Mutual, may transfer any asset or liability of Washington Mutual without any as proval, assignment, or consent with respect to such transfer.
- 4. Pursuant to the terms and conditions of a Purchase and Assumption Agreement between the FDIC as receiver of Washington Mutual and IPMorgan Chase Bank, National Association ("JPMorgan Chase"), dated September 25, 2008 (the "Purchase and Assumption Agreement"), JPMorgan Chase acquired egitain of the assets, including all loans and all loan commitments, of Washington Mutual.
- 5. As a result, on September 25, 2008, JPMorgan Chase becarr a the owner of the loans and loan commitments of Washington Mutual by operation of law.

Executed this 200 day of October, 2003 in Seattle, King County, Washington.

Print Name Access C. Mooppe

Title: Receiver in Charle for FDIC as Receiver of Washingto Munual Bank

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DOCSSEAFI86745_VI

## NOTARY'S ACKNOWLEDGME IT

STATE OF WASHINGTON	)
COUNTY OF KING	) SS.

I certify that I know or have satisfactory evidence that Robert C. Schoppe is the person who appeared before me, and said person acknowledge d that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Receiver In Charge of the Federal Deposit Insurance Corporation, as Receiver of Washington Mutual Bank to be the free and voluntary act of such party for the uses and purposes mentioned therein.

Dated this 2 nd day of October, 2008.

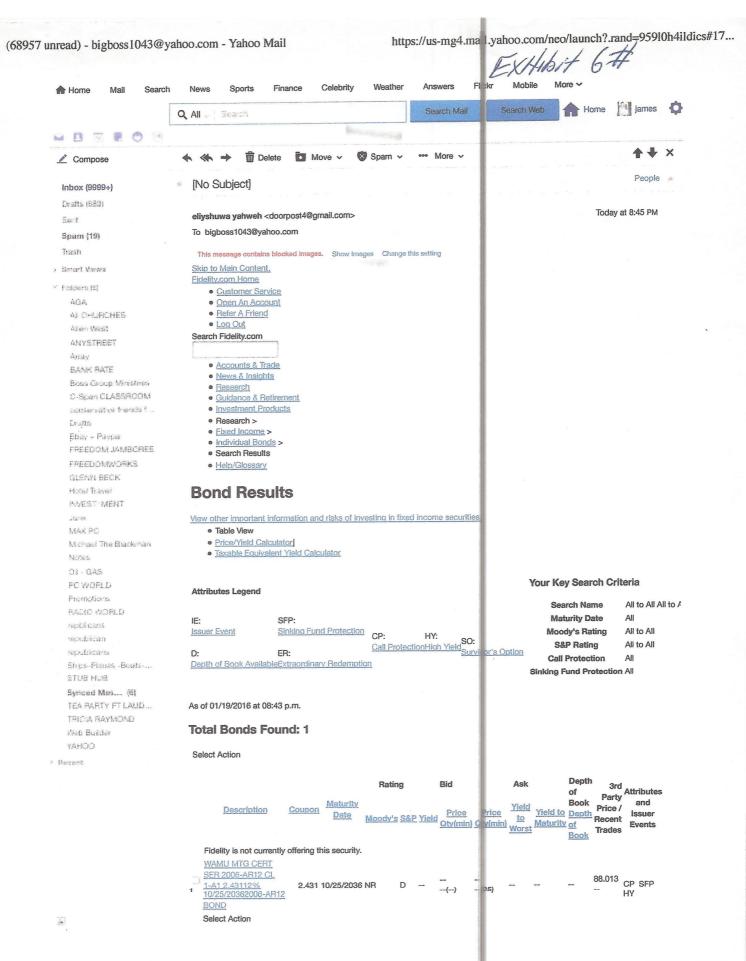
OTAP.

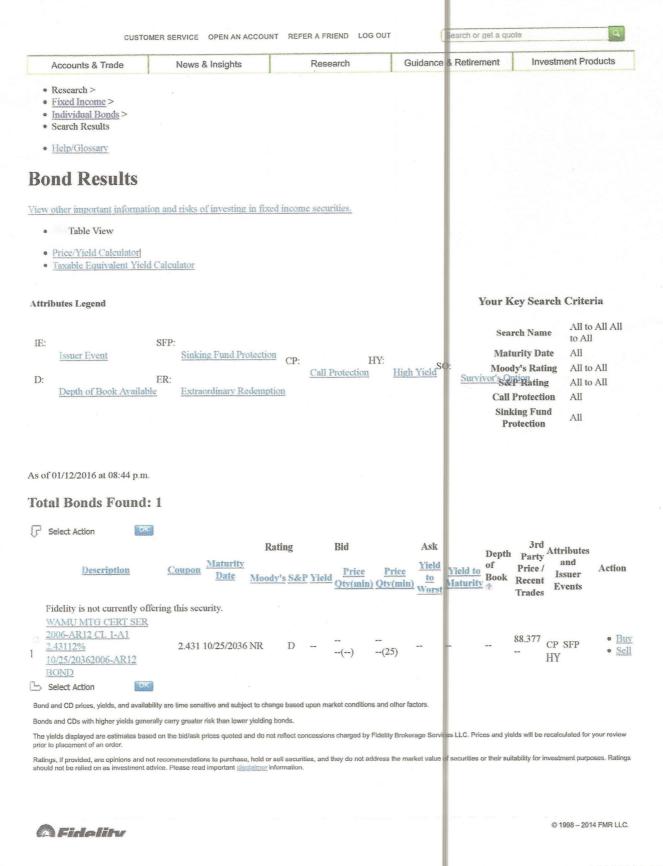
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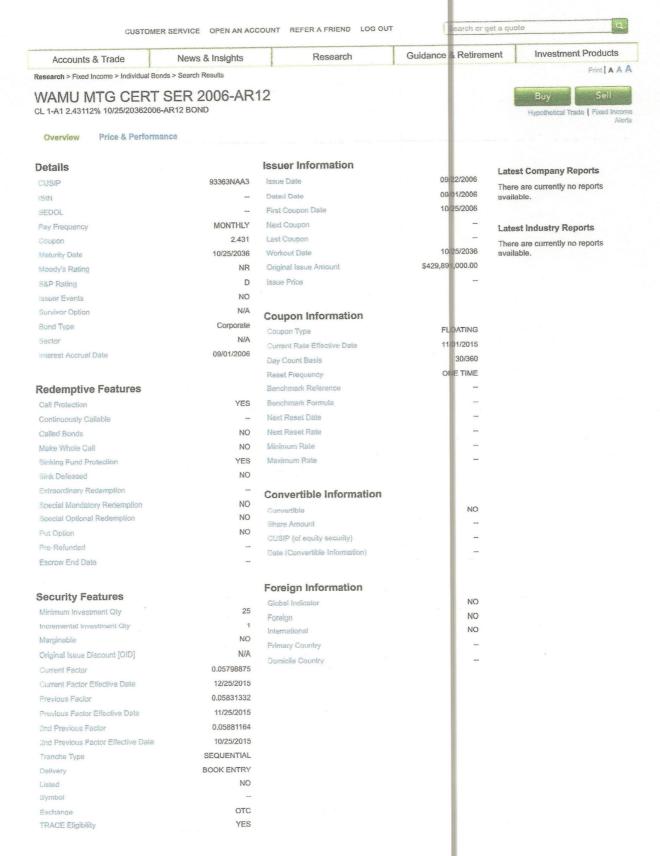
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Notary Public in a id for the State of Washington, resid og in Very number of My commission er pires: 117/10







Bond Details and related news is supplied by various third-party companies that are not affiliated with Fidelity or its affiliates. Fidelity does not explicitly or implicitly endorse or approve such content. Content is provided for informational and/or educational purposes only. You must make your own evaluation of how the information may in uence your investment decision. Although content is continuously supplied, it is only valid as of the date published and may become unreliable because of subsequent market conditions or other reasons.

Consult the security's prospectus for more complete information regarding the details listed.

Recent trade information contains actual trade data as reported to the Financial Industry Regulatory Authority (FINRA)'s Trade Reporting and Compliance Engine (TRACE) for Corporate Bonds, and from the Municipal Securities Rulemaking Board (MSRB) for Municipal bonds. The prices quoted provide insight into recent historical trans ction levels and are not necessarily reflective of current market value. Fidelity reports TRACE and MSRB information on a real-time basis.



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"Washington Mutual Bank, F.A." and "Washington Mutual Bank" We e Used For Differ... Page 2 of 6



William L. Lynch Secretary Legal Department 1201 Third Avenue WMT1706

Seattle, Washington 98101



Required

Ms. Penny Marshali Office of Thrift Supervision 101 Stewart Street, Suite 1010 Seattle, WA 98101

Re: Change of Corporate Title

Dear Ms. Marshall:

Washington Mutual Bank, FA (the "Association") proposes to crange as corperate title to "Washington Mutual Bank." The Association is providing this notice to the OTS under OTS regulations as codified at 12 C.F.R. § 543.1(b), 12 C.F.R. §552.4(b)(1) and 12 C.F.R. §552.5(b)(2).

Responding to the Association's October 15, 2004, notice about an amendment of the Association's bylaws to state specifically that the Association may do business under the name, "Washington Mutual Bank," Mr. Dyer of the OTS confirmed in his October 21, 2004, letter that the OTS would not object to the bylaw amendment as proposed. On December 21, 2004, the Association's board of directors approved the bylaw amendment, to become effective upon the merger between the Association's acquisition, by merger, of its sister federal savings bank, which had the corporate title of Washington Mutual Bank. This merger was consummated on January 1, 2005.

The Association now proposes to take the additional step of actually changing its corporate title to Washington Mutual Bank. A copy of certain resolutions to be submitted to the Association's board of directors for this purpose is enclosed. The first resolution would amend Section 1 of the Association's Federal Stock Charter (No. 4539) to read as follows:

Section 1. Corporate Title. The corporate title of the savings bank is Washington Mutual Bank.

The second resolution, as shown on the enclosure, would amend Article 1, Section 1 of the Association's bylaws to read as follows:

Section 1. <u>Corporate Title and Name</u>. The corporate title of the savings bank is Washington Mutual Bank. The savings bank also may do business under the name Washington Mutual Bank, FA.

Both of these amendments would become effective as of April 4, 2005.

Thank you for your consideration. If you have any questions or comments, please do not hesitate to call me at 461-3140.

Sincerely

William Lynch

cc: John Robinson Enclosure Though they may have "slipped a fast or "on their comatose regulators, these entities clearly served different purposes after the filing of this document. Having investigated cases involving WaMu, F.A. and WMB for several years now, I have accumulated a substantial amount of evidence to show that they were not acting as one in the same. For example, here is a recorded mortgage assignment in 2007 from WaMu, F.A. to WMB for the "consideration" amount of "\$1.00." Notice how both entities use the same address.

HARVEY ROVIN, CLERK OF TOURT MIAMI-DADE COUNTY: F159784. LAST PAGE

Prepared by:

RECORD AND

RETURN TO

Tenia Hunter, Esquire

Record & Return to: Law Office of Marshall C. Watson

1800 NW 49th Street, Suite 120 For Lauderdale, Florida 33309

Telephone:

(954) 453-0365

Facsimile:

(954) 771-6052

ASSIGNMENT OF MORTGAGE

THAT WASHINGTON MUTU L. BANK, FA. A FEDERAL ASSOCIATION, CA 16 202 assignor, for and in consideration of the sum of \$1.00 Dollar and other go which is hereby acknowledged, does hereby grant, bargain, sell, assign, tra MUTUAL BANK residing or loc ted at: 100 B 1010 State of the mortgage execution of the sum of \$1.00 Dollar and other go which is hereby acknowledged, does hereby grant, bargain, sell, assign, tra MUTUAL BANK residing or loc ted at: 100 B 1010 State of the mortgage execution of the mortgage exec	od and valuable consideration, the receipt of mafer and set over unto WASHINGTON CARRELE STOCKTON, CARRELE BY MARKET ON CARRELE BY MARKET BY MA
together with the note and each an I every other obligation described in said	d mortgage and the money due and to
TO HAVE AND TO HOLD the same unto the said assignce, its successors on the undersigned, effective as of	and assigns forever, but without recourse
In Witness Whereof, the said Assignor has hereunto set his hand and seal of proper corporate afficers and its corporate seal to be hereto affixed this	or caused these presents to be signed by its
WASHINGTO ASSOCIATIO ATTEST: PRINT NAME	

This is prime facie evidence that these ent ties were acting separate from one another. In addition, I have documents produced in discovery showing that the WaMu, F.A. entity was acting as (and calling itself) a "Pre niere Mortgage Broker."

Washington Mutual increased its origination of "Combo Loans," also referred to as "80/20," "80/10," or "90/10" loans, from April 4, 2005 thru 2007. The first number of the combo represents the 1st position len and its percentage of the home's value (i.e 80 means 80% of the "LTV" [loan-to-value].) The second number represents the simultaneous 2nd position lien and percentage of the home's value (i.e. 80/10 means the 2nd loan equals 10% of the home's value for a "collective loan-tovalue" ["CLTV"] amount of 90%.)

For those of you who took out one of these simultaneous "Combo Loans" with Washington Mutual during this time period, you will probably notice that the first position lien states WaMu, F.A. as the "Lender" where s the 2nd position lien shows WMB as the "Lender." Now if these entities were in fact the same, then why the use of different names on the documents when the loans closed simultaneously? The answer is simple. WaMu, F.A. was routinely selling the first position liens into the secondary

market for purposes of securitization. Bu, if you read any of the "Pooling & Servicing Agreements" for WaMu trusts during this period, the "Seller" is almost always named as "Washington Mutual Bank" rather than "Washington Mutual Bank, F.A." What this means is, like the assignment above, WaMu, F.A. had to first sell the loan to WMB before WMB could sell into the securitization chain. The chain of title would go from WaMu, F.A. to WMB (then ques ionably) to "Washington Mutual Mortgage Securities Corp." .....the Trust.

The use of WaMu, F.A. was a way to collect undisclosed "Yield Spread Premiums" by calling itself a "Federal Savings Bank" rather than a broker. WaMu, F.A. could then charge additional fees when selling the loans to its alter-ego, WMB. As part of the Washington Mutual securitization fraud scheme, it is also well known and documented that misrepresentations were made to investors regarding the loans that were sold. One of the most common misrepresentations I see when analyzing the internal loan level data is the "Loan-To-Value" percentages being represented to the investors on these "Combo Loans." For example, on a "80/20" combo loan, the data will show the loan was originated to reflect 80% of the property's value (LTV = 80%) with the "collective loan-to-value" (CLTV) field also showing 80% rather than 100%. This is freudulent as the investors were lead to believe that the home had 20% equity or hat the borrower put down 20% if it was a pu chase loan. This is the type of fraud upon the investors that results in a 13B settlement by JPMorgan Chase with the Department of Justice.

Thus, a word to the wise - Do not fall for the presumption that "Washington Mutual Bank, F.A." and "Washington Mutual Bank" were the same entities after April 4, 2005. They served entirely different purposes for a reason.....primarily fraud. Just because the regulators didn't catch this, or chose to ignore this, doesn't mean it was leg 1.

5 Responsesto ""Washington Mutual Bank, F.A." and "Washington Mutual Bank" Were Used For Different Purposes....Primarily Fraud."

frdmfytr says: February 26, 2015 at 10:08 am

From the Washington Mutual Inc. \$-3 filing 2006

["Principal Subsidiary Bank" is defined in the indenture as each of Washington Jutual Bank (formerly known as Washington Mutual Bank, FA) and any other subsidiary bank the consolidated as sets of which constitute 20% or more of the consolidated assets of Washington Mutual, Inc. and its subsidiarie. As of the date hereof, Washington Mutual Bank is our on y Principal Subsidiary Bank."]

"formerly known"?

Reply

frdmfytr says: February 26, 2015 at 10:56 am

it went from "and" in 2004 to "forn erly known as" in 2005.. lol wow

Reply

frdmfytr says: February 26, 2015 at 11:01 am

"formerly known as" March 31, 2005

EXHIBIT #

IN THE CIRCUIT COURT OF THE EIGHTEENT I JUDICIAL CIRCUIT IN AND FOR BR EVARD COUNTY, FL

CASE NO .:

05-201 -CA-0:

7

<b>JPMORGAN</b>	CHASE	BANK	N.A.
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Plaintiff.

R

ET AL.

Defendant.

# ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

THIS CAUSE having come before this Court on October 17, 2013 upon the Defendant's Motion for Summary Judgment. The Court having reviewed the pleadings, the subject motion and heard argument of counsel does hereby ORDER and ADJUDGE.

- 1. The Defendant served requests for admission July 22, 2013. The Plaintiff failed to serve and files responses within thirty days of service of the requests for a mission.
- After Plaintiff failed to reply to Defendant's request for admissions, on September 11, 2013, Defendant served a motion for summary judgment which set forth that Plaintiff's failure to reply to requests for admission would be a basis for Defendant seeking summary judgment against the Plaintiff.
- 3. Defendant's second request for admission was "Plaintiff is not the current holder of the original mortgage note. Defendant's third request for admission was "Plaintiff is not the owner of the original mortgage note."
- 4. By operation of law, Plaintiff admitted that it is not the owner or holder of the note.
- 5. Based upon the admissions the Court finds that Plaintiff does not own or hold the note.
- 6. Summary judgment and Final Judgment is granted in favor of the Defendant and against the Plaintiff.

- 7. The Plaintiff shall recover nothing from this action and the Defendant shall go forth without day.
- 8. The Defendant is the prevailing party and is entitled to reasonable attorney's fees and costs. Jurisdiction is reserved to determine the amount of attorney's fees.

DONE and ORDERED in Chambers in on this 17 day of Octol er, 2013.	
Honorable Q.H. Eaton, Jr.	

Copies Furnished to:
Richard Shuster, Attorney for Defendant, and
_______, Attorney for Plaintiff