

**Stop Foreclosure Sale or Eviction –
7 Secrets in Plain Sight Tips - Special Report 2**

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Foreclosure.net - Guy Te Watson
**Stop Foreclosure Sale or Eviction –
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Hi, Guy Te here. I am the Host and founder of Help-to-Stop-
Foreclosure. Net. Over the last several years, I have helped people
many times stop foreclosure sale or stop foreclosure eviction, and
this is a brief special report to give you some quick and effective

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little known expert secrets in plain sight tips and insights into how to stop a foreclosure sale or evictions and/or related matters

Does This Sound Familiar?

You Need To Stop a Foreclosure Sale or Judgment or Eviction - Now! OR You have been Evicted and want to Reclaim your Property; and/or You Received a Notice of Default or Acceleration of your Balance Due on your Mortgage/Deed of Trust Note; OR You Just Received Court Papers for the Bank Foreclosing; and/or You Received a Notice of Trustee's or Sheriff's Sale.

Maybe you just received a Notice to Quit or Eviction Papers or Unlawful Detainer Court Paperwork Demanding You Leave Your Home; or you have sought help to stop foreclosure or to prevent it from starting previously and you have gotten the run around from the bank or someone supposedly assisting you to stop foreclosure; or Maybe Everyone is too expensive and you think you can't afford effective expert help to stop foreclosure.

If any of that sounds like your situation, then you are in the correct place reading the right information to point you in the right direction to help you with your goals to stop foreclosure.

Below are some tips and resources to start you on your way to success to stop a foreclosure sale or stop foreclosure eviction.

Tip 1.

How to Stop Foreclosure Sale and Eviction.

You can Fight Foreclosure and Win ASAP 7 Top Points To Remember When Trying to Stop Foreclosure.

You can find additional information on these points for this first tip in the below Amazon Kindle Book for free download. You can get a free App to read this free Kindle Book on your PC or MAC or iPhone, etc... from Kindle also. Use the links below to download the app and free Kindle eBook.

Point One - Creditor Wrongdoings and Violations:

First, in reality, most of the time banks are not motivated to help people stop foreclosure to any significant degree and must be encouraged to truly help someone or the banker will not do it. The best way I have found to motivate a creditor to help one is to find the violations and breaches of contract the bank has engaged in with the creation or servicing of the loan or the foreclosure process.

Here is a brief list of errors, violations and breaches I usually find in loan or foreclosure process docs: Securitization issues, Real Party in interest failure to prosecute with MERS or another non-real party in interest foreclosing, Signature problems, Fabricated documents, Robo Signers Forgeries or similar, Truth in Lending (TILA) and RESPA - Real Estate Settlement Procedures

[7 Secrets in Plain Sight Tips - Special Report 2](#)

2 of 14

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[Stop Foreclosure Sale or Eviction](#)

Act violations, Fair Debt Collection Practices Act (FDCPA) violations; Recording violations; Predatory Lending activities, Notary Misconduct violations which can void out your mortgage/deed of trust contract, other Contract breaches, Insurance issues, and so on and so forth, on and on they go.

A homeowner's paperwork is more often than not filled with these violations and several of these errors or breaches are present, not just one or two.

However, for these issues to be discovered the loan documents or other paperwork need to be available for investigation and this brings us to point two.

Point Two - Misplaced or Lost Documents:

Sometimes a homeowner has lost or misplaced documents related to their mortgage/deed of trust closing and settlement. Here are three Ways to get some needed paperwork.

- a. Ask Your Broker - Some times the broker may have documentation that is useful so you can ask your broker for the documents he has related to your loan.
- b. Your mortgage/deed of trust and foreclosure process related paperwork is filed in your local county/public records. You can retrieve important documents out of these records to use in finding errors that the bank/creditor has made. You can just ask for your loan file at your local county records office.
- c. Qualified Written Request - The RESPA federal law requires a lender to respond to a qualified written request and many times most or all of the original closing/settlement documents are sent to the homeowner, and the above-mentioned errors and violation and breaches can be found. (For more ways to recover documents see the free Kindle Book mentioned)

Point Three - The Bank Run-around is A Pretense to Help Stop Foreclosure:

Many times the Bank/Creditor/Debt Collector is just biding its time and wasting yours with the eventual goal of foreclosing while pretending to help you stop foreclosure.

I have had scores of people call and tell me all the excuses the banker has given to get them to waste their precious time and money sending the banker the same financial paperwork over and over and over again to investigate whether the homeowner is qualified for a loan modification or forbearance agreement or government bailout program.

And about 90 percent of the time it never goes through and the bankers foreclose, and the homeowner is kicked out or leaves their property that they have struggled to buy and maintain through blood, sweat and tear and many good memories, without any real help to stop foreclosure. All lost when that did not have to happen because the bank violated the law and contracts, but gets away with it scot-free. Terrible!

This can be stopped, and people can stay in their homes by not simply depending on the bank to help them. Just think, in reality the banker's attitude in going to be, 'Why should I help you when you broke the contract,' all the while knowing he broke the law and contract also.

[7 Secrets in Plain Sight Tips - Special Report 2](#)

3 of 14

[Stop Foreclosure Sale or Eviction](#)

But the banker is also knowing you probably don't know that he broke the law. So the banker is only pretending to try to help someone stop foreclosure because there are laws that say he must.

It simply becomes evident that bankers are not really trying to help because they are using many excuses with people as to why the paperwork is lost or not right over and over.

Point Four - Loan Modification and Forbearance Hold Harmless Agreements:

Unfortunately, many homeowners are tricked into thinking that getting the bank to do a modification or forbearance agreement for their loan is the only real way to stop foreclosure.

Because of this belief they fail to research to check out other viable options, and they fail to find out about the down sides of modification and forbearance agreements. They just keep working on loan modifications and fail to look into other avenues of how to stop a foreclosure.

However, unbeknownst to the homeowner in the course of getting some form of modification agreement the borrower is opening him or her self up for agreeing that the lender does not have to give them notice if the lender is going to do a foreclosure sale again if they miss payments and/or the borrower agrees that they forgive the lender of any and all previous law violation and breaches of contract that the lender has engaged in during the loan creation and servicing and foreclosure process.

Yes, the banker/creditor can and does many times put these types of clauses in the loan modification agreement or forbearance agreement.

So in the process of doing one of these types of agreements you could be making it easier for the foreclosing bank to come back around and foreclose and next time without you being made properly aware of what is happening and also agreeing that whatever things the bank or assignees have done wrong you hold them harmless.

Now don't lose hope if you have gotten into one of these agreements because it is likely they violated your rights when engaging you in such an agreement. So seek expert help concerning this and undoing any damages to you because of this, in addition to the foreclosure wrongdoings the banker has done.

Point Five - Giving Up Without a Real Fight:

Many homeowners are needlessly giving up their property without a significant fight. They presume by mistake that the banker has done everything correctly in the loan or foreclosure process, and they think they have nothing to fight back with.

Many people think besides the fact that the bank is in the right they also can't afford to get an attorney to fight the bank anyway, so what's the use. They feel even if the creditor has made mistakes, they can't afford a lawyer and don't have the knowledge to fight for their rights themselves.

However, it is not true that people can't do it themselves and win. It has happened, and it can happen for you with a little expert help many times. I have worked with people that have been victorious against a creditor and settled the matter in their own favor.

[7 Secrets in Plain Sight Tips - Special Report 2](#)

4 of 14

[Stop Foreclosure Sale or Eviction](#)

Point Six - Failure to Complete the Deed Contract:

People make it easy for the bank to foreclose and then evict and take their property by failing to complete their deed contract A Warranty Deed or other type of deed is a contract. Yes you read that right, a contract.

The problem is a deed of conveyance is usually nowadays not treated as a two-sided contract but only the one granting or transferring the property signs it and the one receiving the property "You," never sign.

This is incorrect and can cause a situation where the proper transfer of title rights is not completed, and the homeowner only, in reality, has obtained a tenancy status and never a full ownership status because he or she never signed their deed in acceptance of the deed and its contractual title rights.

This appears to be one of the main reasons why people in an eviction process are reduced to the status of tenant in the court paperwork and no reference to property ownership past or present is acknowledged. Only the status of a tenant is applied to the homeowner instead of ownership, and that is why the eviction process is a short quick summary process and not a full-blown trial process.

This too can be dealt with and corrected in a foreclosure situation and in the process of doing so this has helped people stop foreclosure. So get expert help with this today, if foreclosure is an issue you're dealing with.

For the Full Press Release on this Matter go to:

<http://www.prleap.com/pr/183326/>

And Go To:

<http://help-to-stop-foreclosure.net/deed-certificate-of-acknowledgment-research-notes>

Point Seven - You can have a Foreclosure Sale or Eviction Set Aside:

Yes, a foreclosure sale or eviction can be reversed and people return back to their property. Just because a bank foreclosed does not mean it had a right to do so or that the foreclosure was done properly.

If there was a foreclosure judgment or default non-judicial process used to sell a home, but it was done in violation of applicable laws that a court or trustee was not aware of or neglected to follow, then the foreclosure can be voidable or it is simple void from the start.

The Good News about foreclosure sales and evictions is they can be overturned or set aside or made null and void. I have worked with people that have had foreclosure sales or evictions which are later made null and void or are cancelled or stopped.

Contrary to popular opinion, the bank foreclosing and taking your property is not necessarily inevitable and it is possible to undue what has been done by the banker and that is a little known secret hidden in plain site fact that the bankers hope you don't find out.

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5 of 14

[Stop Foreclosure Sale or Eviction](#)

A Must Read - For Additional Expanded Information Regarding These Points You Must Get Your Free Kindle Book Download Below:

Again, you can find additional information on these points in the following Amazon Kindle Book for free download. You can get a free app to read this free Kindle Book on your PC or MAC or iPhone, etc... from Kindle also. Use the links below to download the app and free Kindle eBook.

Kindle for PC:

http://www.amazon.com/gp/feature.html/ref=kcp_pc_mkt_lnd?docId=1000426311

Kindle for MAC:

http://www.amazon.com/gp/feature.html/ref=kcp_mac_mkt_lnd?docId=1000464931

Free Stop Foreclosure Sale Kindle Book:

Tip 2.

See Why It Costs Less to Fight Foreclosure, Not More - Count the Costs of Doing Little To Nothing:

It can cost you much more to let the Lender win and foreclose than to fight and win.

Make sure you do something to stop your foreclosure. There are inexpensive ways to fight to stop foreclosure that are a lot less expensive than just letting your foreclosure go through. The cost of fighting foreclosure can be a lot less than the cost of letting it go through and losing your home. Let's look at the numbers.

The cost to fight your foreclosure with the Help to Stop Foreclosure experts helping you can be a lot less than the cost of doing nothing and letting your property be taken by the bank.

Now let's look at the costs of letting your foreclosure go through without a fight.

For instance, many times for various reasons, people decide, or their attorneys tell them, to stop paying their mortgage payments while fighting the bank in or out of court to stop foreclosure. Say your mortgage is \$2000.00 and the court fight is 12 months that is \$24000.00 saved for the time being.

This money can be saved up and used towards the settlement to stay in your home or used to pay down on an apartment if you have to move out or it can be used as a down payment on a new home when the time comes.

Let's look at some numbers. The money you paid on getting your mortgage on your home so you can eventually own it, the origination and closing cost are gone; we will just use the low figure of \$3500 for example. Then the costs you put into fixing up your home say another \$3500.00 for example, you may have paid more or less; add it up.

[7 Secrets in Plain Sight Tips - Special Report 2](#)

6 of 14

[Stop Foreclosure Sale or Eviction](#)

Then the amount of interest you paid on mortgage payment of the time you've been paying on the mortgage, say 1 year at \$1500.00 per month that's \$18,000 dollars down the drain because you did not fight to keep you home.

Now, how about looking at the costs for putting down money for renting an apartment that you would not have to pay if you kept you home, say \$3500.00. Or if you want to buy another home in a few years you will pay those closing cost and origination fees again, say \$3500.00 again. In Addition how about the money you will spend if you just renting the rest of your life that you will pay for rent that goes down the drain since you cannot pass the value on to you children or other loved ones like you can pass on your home and its value when you pass away, say about \$100,000.00 in value you are spending on rent and cannot pass on to loved ones.

How about if you do decide to get another home in a few years, but you will pay considerable more interest because you have a foreclosure on your credit history. Over a 30-year mortgage, it is estimated that someone that has not so good credit will pay about \$100, 000.00 dollars more than someone with good credit.

If you ad up how much it cost to just do nothing and be foreclosed on and go get an apartment or buy a new home it is – \$24000.00 + \$3500.00 + \$3500.00 + \$3500.00 +\$18,000.00 + 100,000.00 = \$152,500.00 more or less but a lot of money if you add it up for your particular circumstance.

To let the Help To Stop Foreclosure experts help you stop foreclosure cost as low as \$600.00 (or 300 and 300) down and \$295.00 monthly. Call Today! Right Away! Call 888-819-6554

Tip 3.

Stop Foreclosure – Even Good Clean Free and Clear Title Can Be Yours:

An Expert in foreclosure laws can help you sue the Lender, if you want to sue for free and clear title to your home in the midst of efforts to stop foreclosure and save your home.

With the amount of frequent law violations, the lenders and Servicers of your mortgage and loan typically engage in it is possible to have the number and/or severity of the violations add up so high as to warrant a judge or a jury to grant you free and clear title, i.e. good and clean title to your property.

There are times where the only real fair and equitable remedy for the homeowner is to sever the link between the mortgage loan and the lender's interest in the property due to failings on the part of the lender to demonstrate it (the lender) can overcome numerous technical requirements that must be met in order to foreclose, when those technical requirements are brought up/alleged by the homeowner in court to challenge the lenders right to sue.

Technical requirements placed on the Lender, that restrict the lender's rights to foreclose can stem from asserting violations and/or failure to meet standards in several different areas e.g. Truth In Lending, HOEPA, RESPA, mortgage note requirements, etc..., and therefore, the lender loses the privilege to sue and foreclose.

A homeowner has the right to demand all lender requirements needed to have standing to sue and foreclose be met and present at the time the Plaintiff/Lender started the foreclosure action and if the threshold for being able to lawfully sue or foreclose non-judicially is not met and the violations the lender has engaged in are sufficient to negate the Lender's interest the homeowner can win good and clean/free and clear title.

[7 Secrets in Plain Sight Tips - Special Report 2](#)

7 of 14

[Stop Foreclosure Sale or Eviction](#)

Because of the nature and quantity of the numerous laws that govern mortgages if a homeowner alleges all or a great many of the possible violations that can be asserted against a lender and demands remedies for those damages the cumulative effect can put a lender in the positions of looking real bad.

And the lender being exposed for having acted in bad faith in the origination of the loan and in servicing the loan can put the homeowner in great shape for obtaining damages and even the relief of clear title.

A default judgment against the Lender can be obtained, and the recorded judgment can relieve the homeowner/victim of predatory lending of any duty to pay the mortgage, freeing his property of any lender mortgage liens and offsetting the note with the refunds and damages payable to the victim, thus satisfying the total principal of the note, and also in addition to that awarding attorney fees to the homeowner.

Getting clean title is not the norm but it is possible, Good – free and clear title can be won by a homeowner even in a foreclosure situation, so don't let a bank that has committed numerous violations against you, and is liable to lose the interest in your property because of these violations, get away with breaking the law and still take your home.

Fight foreclosure and demand justice, you can win if not total clean title you could still stay in your home having won significant damages to offset your principal and be able to demand and get much better terms so your mortgage payments are a lot less, and yes even nothing – when possible.

Tip 4.

You Can Beat the Big Bad Bank and Stop Foreclosure

Many Judges are making it harder for lenders to foreclose and easier for homeowners to stop foreclosure. There are laws in the favor of the homeowner that judges are now demanding strict adherence to in order for a bank to foreclose, and these laws make it incredibly difficult for the banks to foreclose without judges giving them some leeway.

This section shows over 80 cases (many bunched together in one group) that were dismissed by several judges. This is only a small tip of the iceberg of the wins people are having over the Big Bad Bank.

Deutsche Bank Foreclosures Were Tossed Out of an Ohio Federal Court: Ohio United States District Court Judge Christopher A. Boyko of the Eastern, on October 31, 2007 dismissed 14 Deutsche Bank foreclosures filed for not holding the mortgage loan at the time the lawsuits were filed.

27 More Foreclosures Were Dismissed: In a decision soon after Judge Boyko's recent Deutsche Bank ruling Judge Thomas M. Rose has thrown out another batch of foreclosures, making the following summary remarks:

"This court is well aware that entities who hold valid notes are entitled to receive timely payments in accordance with the notes. And, if they do not receive timely payments, the entities have the right to seek foreclosure on the accompanying mortgages."

[7 Secrets in Plain Sight Tips - Special Report 2](#)

8 of 14

[Stop Foreclosure Sale or Eviction](#)

Brooklyn Crusader, Judge Arthur M. Schack of the Kings County Supreme Court, has dismissed dozens (12 + for the count) of foreclosures sua sponte because of deficient documents or suspicious patterns he noticed in the filings.

63 year old Judge Schack says barely any of the foreclosures he has denied eventually are completed. Schack has said: "Taking away someone's home is a serious matter. I'm a neutral party and in reviewing papers filed with the court, I have to make sure they're proper,..." and "I deny more foreclosures than I approve,...."

32 More Foreclosures Were Dismissed: on November 14th by Ohio Federal judge Kathleen O'Malley, citing Judge Boyko's decision and noting their investigations pertaining to her ruling uncovered that the plaintiff was Household Realty Corporation, showing that this issue was not just a Deutsche Bank problem.

Another Foreclosure Dismissed: On March 7, Duval County, Fla., Circuit Judge Lance Day dismissed a foreclosure stating there were "inconsistencies" in the plaintiff's documents. Judge Day stated the only document the plaintiff presented was a mortgage payable to another party. He stated, "The document does not reflect the recording information for the mortgage purportedly assigned and does not provide the name of an assignee," stated the ruling. Deutsche Bank National Trust Co., trustee for Goldman Sachs v. Pope, No. 16-20 07-CA-008285 (Duval Co., Fla., Cir. Ct.).

U.S. Bankruptcy Judge Samuel L. Bufford in Los Angeles issued a notice in January of 2008 warned Lenders in foreclosure cases to bring the original mortgage notes to court and not just submit copies. He stated,

"This requirement will apply because developments in the secondary market for mortgages and other security interests cause the court to lack confidence that presenting a copy of a promissory note is sufficient to show that movant has a right to enforce the note or that it qualifies as a real party in interest."

Other judges across the United States of America have come on board and are now carefully scrutinizing mortgage documents filed as part of a foreclosure and dismissing the case(s) based on errors they are finding.

TILA

The Truth In Lending statutes are very difficult to follow to the letter, but that is the standard by which the banks are being held by Judges and that is making it easier for homeowners to fight and win against Lenders on small technical violations, and this works to help stop foreclosure.

Here are some cites from – http://www.swlearning.com/blaw/cases/topic_consumer.html

Technical Violations of TILA Disclosure Requirements Are Still Violations Briefed Case

Appeals court held that a lender violated the Truth in Lending Act by failing to state that there were 360 total payments due on a 30-year mortgage. While there was nothing misleading in the disclosure statement, specific TILA requirements must be followed or the law is violated.

Decision

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9 of 14

[Stop Foreclosure Sale or Eviction](#)

On a 30-year mortgage, the disclosure form said you have 359 payments of a certain amount and one payment (the last month) of a slightly different amount. It did not state there were 360 payments as TILA requires. That is a violation of TILA. It clearly requires a statement of how many payments (360). While the math is obvious and the information was not incorrect or intended to mislead, it was still a violation of a specific TILA requirement. TILA has a number of specific requirements that must be followed exactly on the disclosure statement or there is a violation of the law.

Citation Hamm v. Ameriquest Mortgage Co., 506 F.3d 525 (7th Cir., 2007)

TILA's Statute of Limitations Subject to Equitable Tolling Briefed Case

Consumers are not time barred from suing lender for TILA violations when the violations are concealed by misrepresentation that is not "apparent on the face" of the disclosure statement. Decision

Reversed. TILA's statute of limitation is subject to equitable tolling, so the court is not automatically deprived of subject matter jurisdiction. Equitable tolling is the doctrine under which plaintiffs may sue after the statutory time limit has expired if they have been prevented from suing due to inequitable circumstances. Without equitable tolling, "consumers whose cause of action was fraudulently concealed from them until after a year had passed could not pursue a cause of action under TILA." However, GMAC as an assignee is not liable for the alleged TILA violations; the cause of action is against Royal.

Citation Ellis v. General Motors Acceptance Corp., 160 F.3d 703 (11th Cir., 1999)

Other Court Decisions:

Truth in Lending Act Must be Strictly Followed:

Truth in Lending Act must be strictly construed and liability imposed for any violation, no matter how technical. Truth in Lending Act Section 102 et seq., as amended, 15 U.S.C. Section 1601 et seq., Abele v. Mid-Penn Consumer Discount. 77 B.R. 460, affirmed S45 F.2d 1009.

Minor Violations Still Count:

Requirements of Truth in Lending Act are highly technical, but full compliance is required; even minor violations of Act cannot be ignored, Truth in Lending Act, Section 102 et seq. as amended, 15 U.S.C. Section 1601 et seq.; Truth in Lending Act Regulations, Regulation Z Section 226.1 et seq., 15 U.S.C. foil. Section 1700. Griggs v. Providence Consumer Discount Co. 503 F.Supp. 246, appeal dismissed 672 F2d 903, appeal after remand 680 F.2d 927, certiorari granted, vacated 103 S.Ct, 400, 459 U.S. 56, 74 L.Ed.2d 225, on remand 699 F,2d 642.

Now it is your turn to fight to Beat the Big Bad Bank. Register Today in one of the Help To Stop Foreclosure programs. Call 775-249-3151 or [Click Here Now!!!](#)

Tip 5.

You Can Reclaim Your Property:

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10 of 14

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Have you lost your home to a foreclosure judgment and waiting for a sale, or lost it at sale already and waiting for eviction, or went through an eviction process and/or otherwise have left your home?

There may be hope yet to fight and save your home. Join the Reclaim Your Property Initiative by signing up with one of the Help To Stop Foreclosure Plans A, B or C and get the expert input you need to help you recover and reclaim your home ASAP.

There are millions of people that have lost their homes many of which may have been able to beat the bank and keep their home if the banker is found entering the mortgage/deed of trust contract with unclean hands. Equitable relief to stop or overturn the foreclosure due to the banker's unclean hands can be available for those that pursue it.

Go To: <http://help-to-stop-foreclosure.net/> for more information about foreclosure stopping foreclosure solutions that can help you to recover and reclaim your home and the Help To Stop foreclosure plans or to ask a question today!

Tip 6.

Deed in Lieu of Foreclosure is that a Good Option:

Sometimes a deed in lieu may be one of the foreclosure answers that a homeowner can use. But some little known important content is needed for it to be in the homeowner's favor to relieve the debt. To accomplish Deed In Lieu of foreclosure help may be needed to do the documents involved and it is actually critical to the homeowner's interests that a deed in lieu is done right.

The actual important content needed may be in the deed or a binding agreement which accompanies the deed in lieu of foreclosure, a.k.a. "deed in lieu," to the lender. A foreclosure expert can help one write the agreement directly into the deed in lieu or into an accompanying document to the mortgage company from the borrower.

The documents should be required to provide for the fact that an element of the lender's consideration back to the home-owner for surrendering the property to the bank would be that the Promissory Note is satisfied as 'Paid in Full,' solving the foreclosure problems. If wording like this isn't included, then the banker may still be capable of bothering the homeowner and going after monetary payments in regards to the promissory note.

However, if this wording is included with the providing of a deed in lieu, then there is no further obligation by the homeowner/borrower to the bank, and a law suit to enforce the Promissory Note ought not to be a possibility.

If foreclosure is unavoidable and you do not wish to, nor have to, save your home, you can ask for deed in lieu of foreclosure help. Given that a Deed in Lieu enables homeowner(s), said borrower(s), to surrender the keys to their home to the mortgage lender and he/she/they walk[s] away from their home, the monetary worth of the home should really pay for the debt, though a 'deficiency judgment' may still be sought.

Deed in lieu and short sale agreements usually will result in damage to the person's credit, but are generally less harmful than real estate foreclosure.

[7 Secrets in Plain Sight Tips - Special Report 2](#)

11 of 14

[Stop Foreclosure Sale or Eviction](#)

Much Better Than Deed in Lieu of Foreclosure: For most, since they want to keep their property, there is far better foreclosure help offered around than doing a deed in lieu of foreclosure and relinquishing your house. Loads of people are fighting back – in the court and are victorious over the banking institutions.

Tip 7.

Watch Out For the Banks Enticing Offers:

It's my understanding that a mortgage forbearance offer came to William and Esperanza Casco, owners of a grocery store, and they were earning enough money to make their mortgage payments on time and they kept their mortgage current.

However, JPMorgan Chase & Co. offered the couple a mortgage forbearance plan that reduced their mortgage payments, so the couple thought they could use the extra money and signed up.

The Cascos say their payments were always on time and they never missed a payment. When the bank decided the smaller payments, which were the result of the mortgage forbearance, were not enough and foreclosed on them, it shocked and horrified them.

Unfortunately, the Cascos mortgage forbearance story is far too often happening across our great country by homeowners who claim that banks didn't follow through with the agreement made with them.

Too many struggling homeowners say that they're receiving little help from the U.S. government's \$700 billion and other bailout rescue programs that were supposedly aimed to help the homeowner directly.

According to the Treasury Dept stats, approx one-third of the 1.4 million homeowners that were accepted into the mortgage modification program this last year have actually had their mortgage payment reductions made permanent.

A Mortgage Forbearance Nightmare

"It is extremely unfair that someone like me and my wife who have owned our home for 17 years and never missed a payment could end up in foreclosure," said Mr. Casco, through a Spanish interpreter, as he talked about the mortgage forbearance nightmare he's experiencing.

Mortgage Forbearance Chase spokesperson, Gary Kishner, stated the bank treated the Casco couple fairly and was not able to comment on whether the Cascos had been current on their mortgage forbearance payments.

Mr. Kishner mentioned "We worked with the borrower to give him as many opportunities as possible to qualify for a modification," and also said, "However, they were not able to do so and therefore we were forced to foreclose on the property."

Mortgage Forbearance – Be Smart

"I think that banks are playing games with us," William Casco said.

Mr. Casco stated when he refinanced his home in 2006, to pay for a new meat counter at his store in the industrial Los Angeles suburb of South Gate, that his monthly mortgage payments to Washington Mutual Inc. went up to \$2,765.

[7 Secrets in Plain Sight Tips - Special Report 2](#)

12 of 14

[Stop Foreclosure Sale or Eviction](#)

Chase had begun to acquire Washington Mutual in January 2009 when Casco stated it sent a letter telling him he qualified for a lower forbearance rate. So, Casco sent the business paperwork and tax returns the bank was requested. His mortgage payment was then reduced – due to the mortgage forbearance - to \$1,250, where it stayed for many months, then Chase told him to apply for a trial loan modification.

So, Casco sent Chase the necessary paperwork that was requested. His monthly mortgage payment rose to \$2,363 in June, then went back to the mortgage forbearance rate in October. Casco said he continually made the payments that he was asked of him until August 2010, when Chase informed he and his wife that they were \$50,000 behind on their mortgage payments and placed them in foreclosure. Mortgage Forbearance – BEWARE!!

The home has been sold and the Cascos are fighting eviction. He is considering whether to join an existing lawsuit or to pursue a lawsuit on his own.

“I’m determined to do whatever it takes in order to keep my house,” said Casco. “I feel that a great injustice has been done to my family.”

Mortgage Forbearance may sound nice but in reality it can be a nice Nightmare!

Don’t let this happen to you. I offer a Free – No Obligation Consultation And Preliminary Audit of your mortgage situation as a first step to getting you non-attorney help to stop foreclosure.

Call (888) 819-6554 or fill out the Stop Foreclosure Help email form,

Click Here —>> <http://help-to-stop-foreclosure.net/>

Get your foreclosure solutions today!

Guy Te is an investigative researcher and writer known for uncovering and revealing the hidden truths and information in the areas of government activities and cover-ups, health cover-ups and alternative remedies, banking foreclosure fraud and mortgage settlement, Errors or Fresh Light on Matters Pertaining to God's House, the Church/Ekklesia, Eschatology End Times Bible Prophecy Revelation, and more. To find out more little known or secret, or ASAP valuable problem solving information go to: <http://secretsolutionsexpertguidehelp.net/>

Resources:

http://news.yahoo.com/s/ap/20101107/ap_on_bi_ge/us_loan_mod_foreclosures
http://www.msnbc.msn.com/id/40056344/ns/business-real_estate/t/mortgage-modifications-may-lead-foreclosure/#.T5LwDYETu0s

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13 of 14

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14 of 14

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