

FUELING YOUR SUCCESS



Not So Common Title Mistakes

Presented by: Jonathan Buss and Glen Roberts
Montana TIPS
Date: September 12, 2014

stewart

- Did you do a date down?
 - Bennion owned property in Provo Canyon.
 - North Fork provided water and garbage services to Bennion. Fee of \$16,066.96
 - Bennion did not pay North Fork
 - North Fork sued and obtained Judgment against Bennion for \$51,496.13 Jan 2009
 - Jan 14, 2009 Judgment recorded
 - Jan 12, 2009 Bennion signs REPC with Davis
 - Jan 22, 2009 North Fork records Lien for \$100,375
 - March 31, 2009 deeds to Davis
 - July 7, 2009 Davis deeds to Roylance
 - Oct 4, 2010 North Fork sued to foreclose its lien
 - Roylance is the insured and files claim because Judgment missed in date down



Sign in



377 E Center St, Clearfield, UT 84015, USA

⌵ Tour Guide



00:44



00:44



00:41



00:44



00:44



00:41



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Forged Signature

25. Request for Notices. Borrower requests that copies of the notices of default and sale be sent to Borrower's address which is the Property Address.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Witnesses:


_____ (Seal)
-Borrower
MIGUEL RAMIREZ


_____ (Seal)
-Borrower
MARIA L. RAMIREZ



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Reliance on Bankruptcy Plan

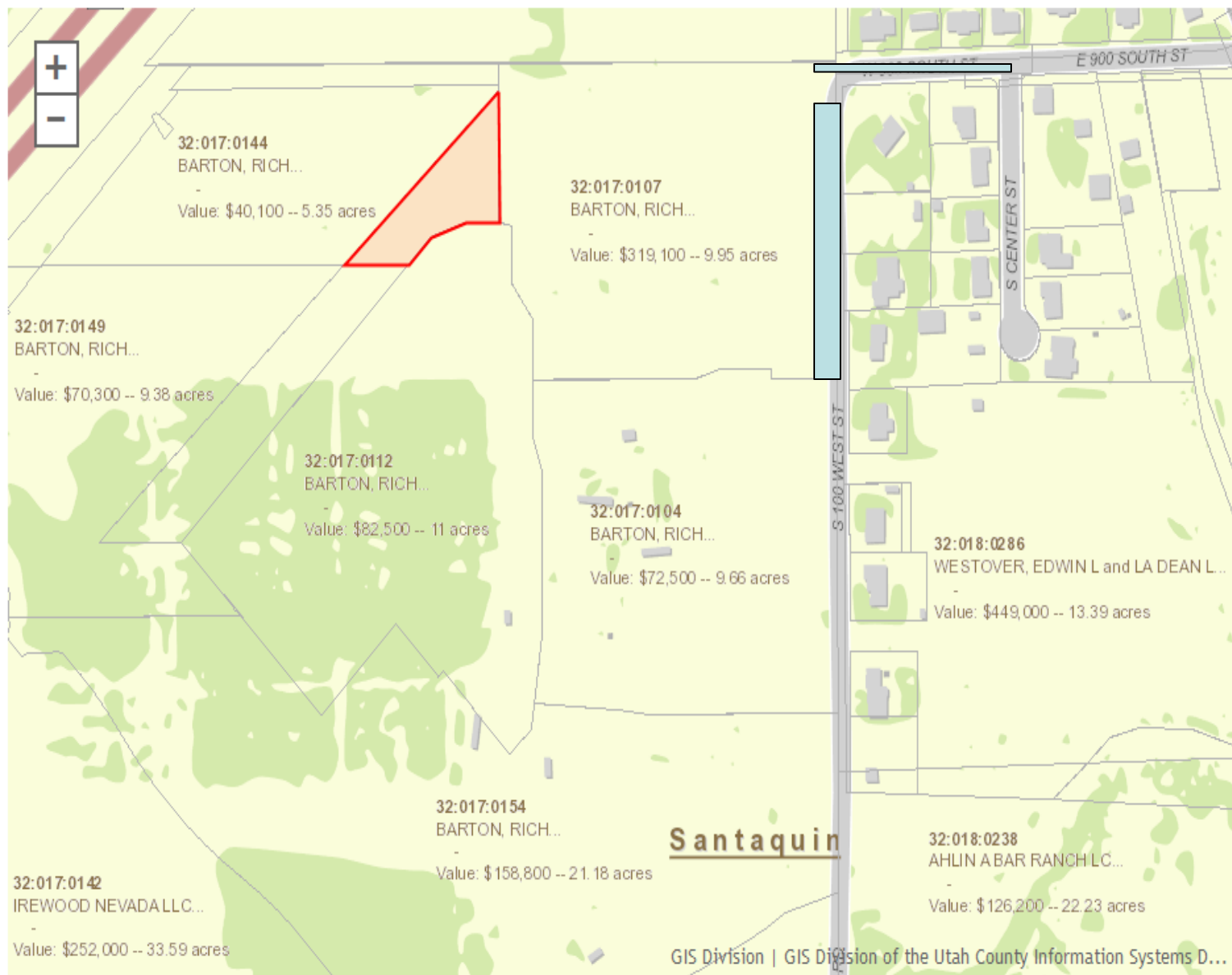
- Soldier Summit Estates
- August 2000 Barrus (“Timberland”) borrowed \$1.5 mill from Central Bank
- Same date Barrus borrowed \$1.5 mill from ELC
- Develop 66 lots in Plat C and 88 lots in Plat D
- June 7, 2002 Chapter 11 filed by Barrus
- Feb 18, 2005 Order Confirming Plan
- Plan states “Creditors with secured claims will be required to subordinate their liens against Plat C to any construction financing”

Bankruptcy Plan

- Plan “Timberland has received a letter from Thayer County Bank committing to lend \$1,250,000 for construction of the development of Plat C”
- April 2005 Thayer lends \$1.5 million to Timberland to for Plat C
- July 2006 Thayer lends \$1.3 mill for Plat D
- October 2008 Thayer lends \$690,000 secured by C and D
- July 2013 Central Bank and ELC start foreclosure
- Feb 2014 Thayer starts judicial foreclosure on the 2006 and 2008 TDs

Access – are we sure

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Should you Accept the Funds?

- Sept 22 \$250,000 wired in to title company from “Aequitas”
- October 15 \$200,000 Cashier’s Check delivered to title company by realtor
 - Purchaser of check was Lynn
 - Referenced “Aequitas Inc”

October 20 \$2,000 received from realtor

October 16 \$25k disbursed to realtor/courier

October 16 \$25k to Bob

October 16 \$150k to Return of Ripper

October 20 \$16k to Heritage

Sept 24 \$50k to Aequitas

\$452k deposited \$266k disbursed

Is there a problem?

mailed to 5/25

FILED
MAY 16 2000
SECOND DISTRICT COURT

When Recorded Return To:

PRINCE, YEATES & GELDZAHLER
Thomas J. Erbin (1001)
Attorneys for Plaintiff
City Center I, Suite 900
175 East Fourth South
Salt Lake City, Utah 84111
(801) 524-1000

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IN THE SECOND JUDICIAL DISTRICT COURT OF DAVIS COUNTY
FARMINGTON DEPARTMENT, STATE OF UTAH

CROSSLAND MORTGAGE CORP.,	:	
	:	
Plaintiff,	:	JUDGMENT DECLARING
	:	EASEMENTS
	:	
vs.	:	
	:	
EARL L. PAGEL, BANK ONE UTAH,	:	Case No. 960700017
N.A., and FEDERAL NATIONAL	:	Judge Darwin C. Hansen
MORTGAGE ASSOCIATION,	:	
	:	
Defendants.	:	

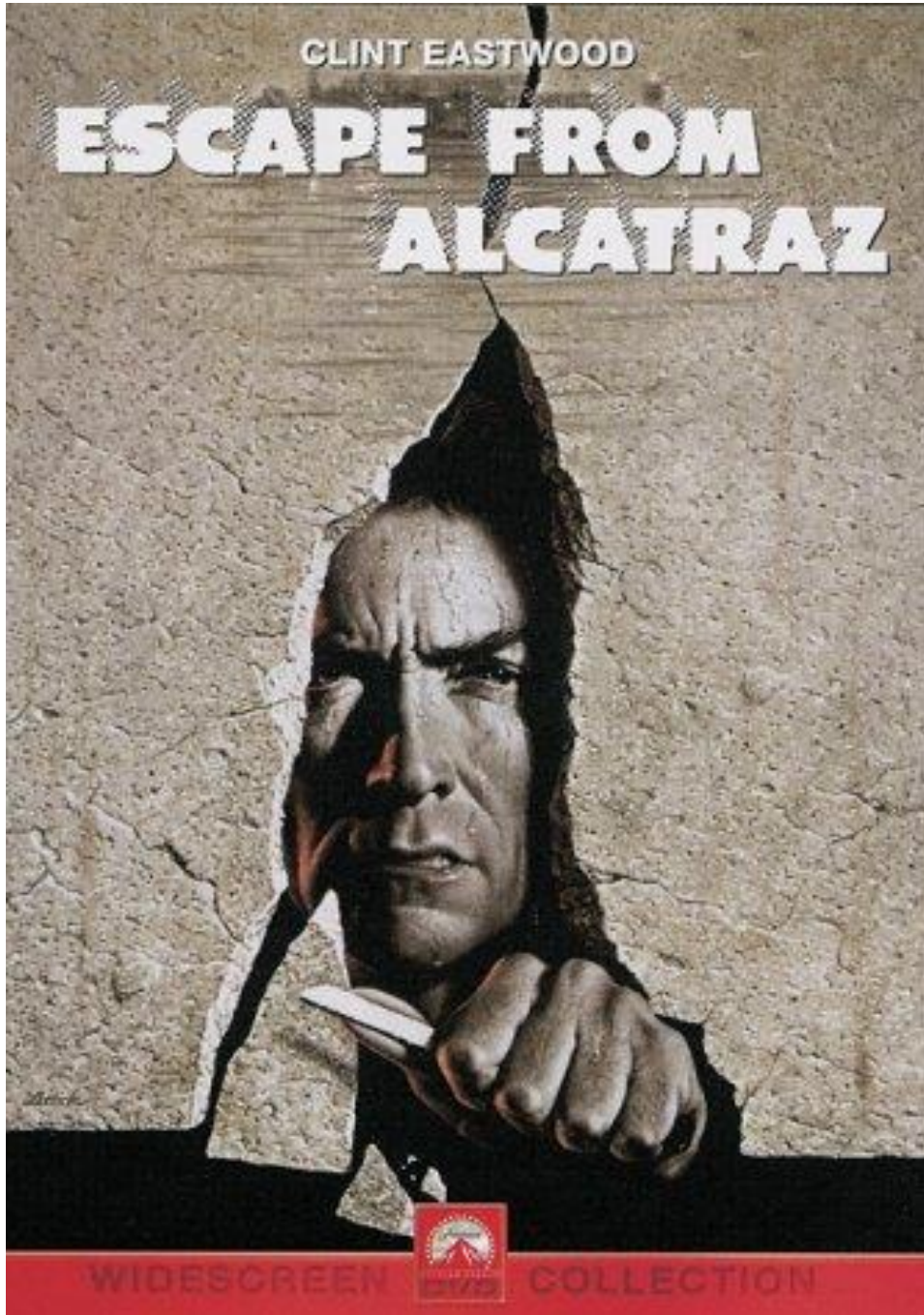
The Court having considered the Motion for Summary Judgment filed by Plaintiff, having granted same, having entered Findings of Fact and Conclusions of Law thereon, and good cause appearing, it is hereby ORDERED, ADJUDGED AND DECREED as follows:

1. The Court hereby declares and decrees reciprocal easements burdening and benefitting the "Chase property" (legal description attached) and the "Pagel property" (legal description attached) located in Davis County, State of Utah, for the following uses and purposes:

**PRINCE, YEATES
& GELDZAHLER**
City Centre I, Suite 900
175 East 400 South
Salt Lake City
Utah 84111
(801) 524-1000

CLINT EASTWOOD

ESCAPE FROM ALCATRAZ



WIDESCREEN COLLECTION

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SCHEDULE A

Order No.

Policy No.

Date of Policy: 97 AT 4:35 P.M.

Amount of insurance: \$ 386,400.00

1. Name of insured:

2. The estate or interest in the land which is covered by this policy is:

FEE SIMPLE

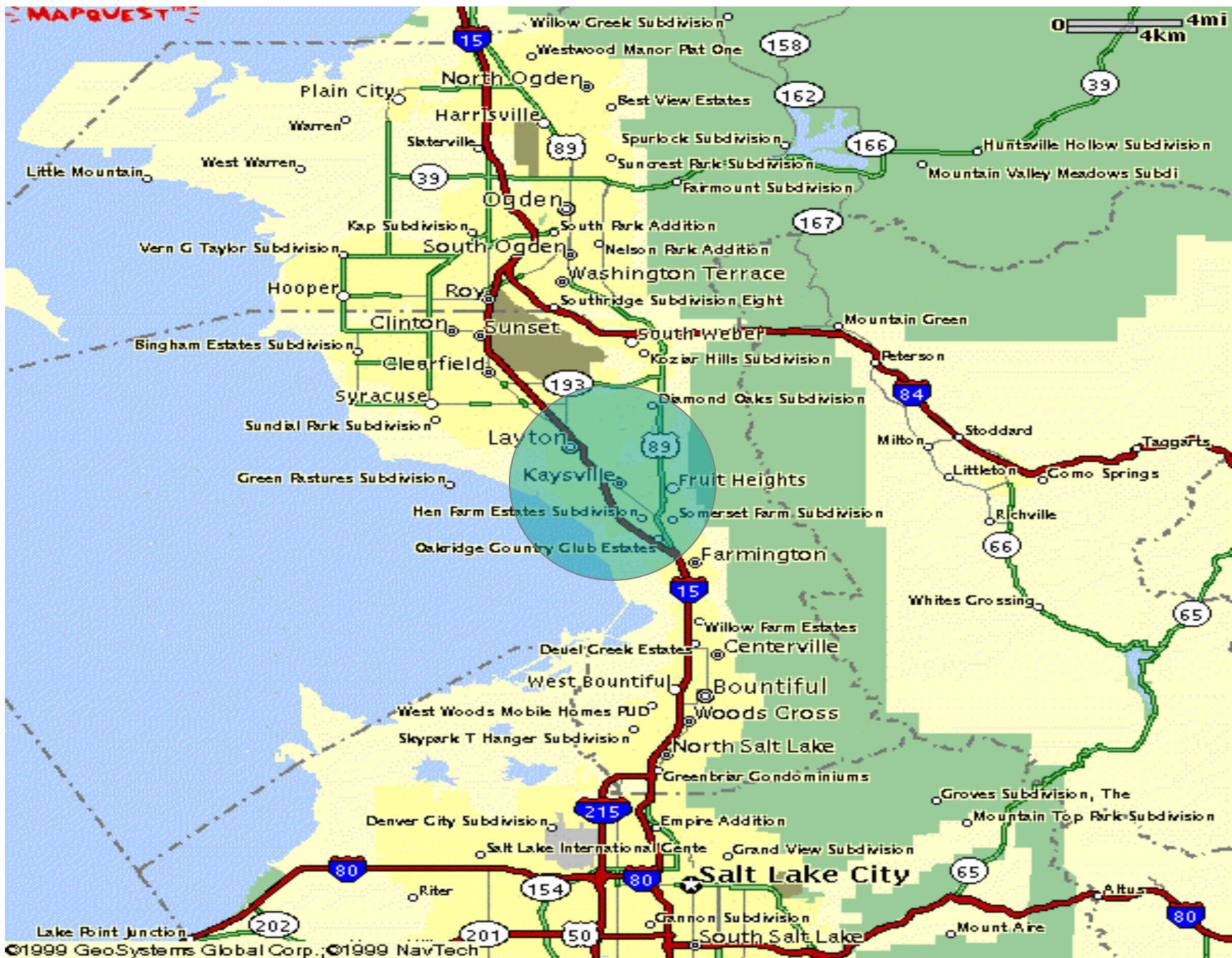
3. Title to the estate or interest in the land is vested in:

4. The land referred to in this Policy is situate in State of UTAH, County of SALT LAKE:

Beginning at the West quarter corner of Section 5, Township 4 South, Range 1 East, Salt Lake Base and Meridian; and running thence East 184.5 feet; thence South 235.0 feet; thence East 361.5 feet; thence South 361.0 feet to the centerline of the Utah Irrigation Company Canal; thence Northeasterly along the centerline of said canal to the centerline of the Southwest quarter of said Section 5; thence South to the center of said Southwest quarter; thence West 1320.0 feet; thence North 1320.0 feet to the beginning.

**SUBJECT TO a right of way for
13800 South Street and right of
way for the Draper Irrigation
Company Canal**

ING
ESS



The email hacker

- From: Kelly Stevens
To: ", Guiyun Li"
<guiyunli@yahoo.com<mailto:guiyunli@yahoo.com>>
>>
"Robert Stanton, Robert Stanton"
<bobstanton@remax.net<mailto:bobstanton@remax.net>>
>>
Sent: Thursday, July 3, 2014 11:35:05 AM
Subject: 670282: Vacant Land, 8200 N.E. 60th Street, Marysville, WA 98270: Escrow Documents for signing

Good Morning -

Attached are the documents for your signature.

- Original Note:
Subject: Re: Re: Vacant Land, 8200 N.E. 60th Street, Marysville, WA 98270:
Escrow Documents for signing
Date: 7/7/2014 9:49:47 AM

From: guiyunll@yahoo.com

Glad to read back from you, Am Happy we don't have to send another \$20, I think the both sending and receiving bank is to pay the transfer charge, am Sorry for the inconvenience I may have caused you, I was wondering if you can help me with a request also. My account is been Audited by my bank's Local Auditors and I can't process an outgoing wire transfer. Please I would love you to help me make a wire transfer of \$9700 for the purchase of office equipment I made today and I promise to refund to you as soon as my Bank account is active next week Monday including the transfer charges from both end, Below is the info you need to complete the transfer for me: ,

Account Name : karen Lynne spurlin

Account Number:

Rounting :

Bank Name: Bank of america

Bank Address : 5342 high way 557 york

Beneficiary Address : 107 red maple lane lake wylie sc 29710

Kindly let me know once you have it sent so I can contact the seller, Thanks so much for your help

I owe you

Guiyun

- **From:** Kelly Stevens <kellys@rainiertitle.com>
To: "guiyunll@yahoo.com" <guiyunll@yahoo.com>
Cc: "Robert Stanton, Robert Stanton" <bobstanton@remax.net>
Sent: Monday, July 7, 2014 5:55 PM
Subject: 670282: Vacant Land, 8200 N.E. 60th Street, Marysville, WA 98270:

-

Hello -

I am not able to disburse funds that are not part of our transaction - I am sorry!

Thank you,

Kelly L Stevens, LPO

• **From:** guiyun li [<mailto:guiyunli@yahoo.com>]

Sent: Monday, July 07, 2014 10:16 AM

To: Kelly Stevens

Subject: Re: 670282: Vacant Land, 8200 N.E. 60th Street, Marysville, WA 98270: (Attached in ResWare)

•
• Kelly,
• I understand but I was wondering if you could help me out since you would still have the balance of the payment with you and its going to be easier for you to make the transfer from there, the seller would get it the same day, and pending the closure, you have my word, I would definitely refund once my account is active after its been audited by latest next week Monday, I would be so glad if you could help and lets be considerate, you can have the balance with you and put the closure on pending till I refund if you wish, let me know which is easier for you

•
• Please Let me know once you complete the transfer so I can contact the seller today, God bless you

• I owe you

• Guiyun

The original e-mail came from
guiyunli@yahoo.com and the hackers
e-mail came from

guiyunll@yahoo.com. Notice that they
are not the same e-mail address... One ends in **li**
and the other ends in **ll**.



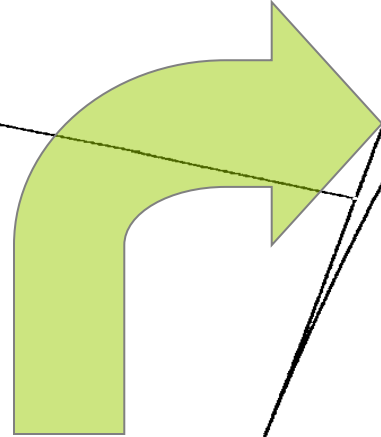
Relevant Facts

- April 1977 - Developer buys a piece of property abutting our predecessor in title's East property line.
- August 1977 - Developer builds 600 North Street and dedicates it to the public.
- October 1997 - Our insured acquires their interest and begins building office condominiums.

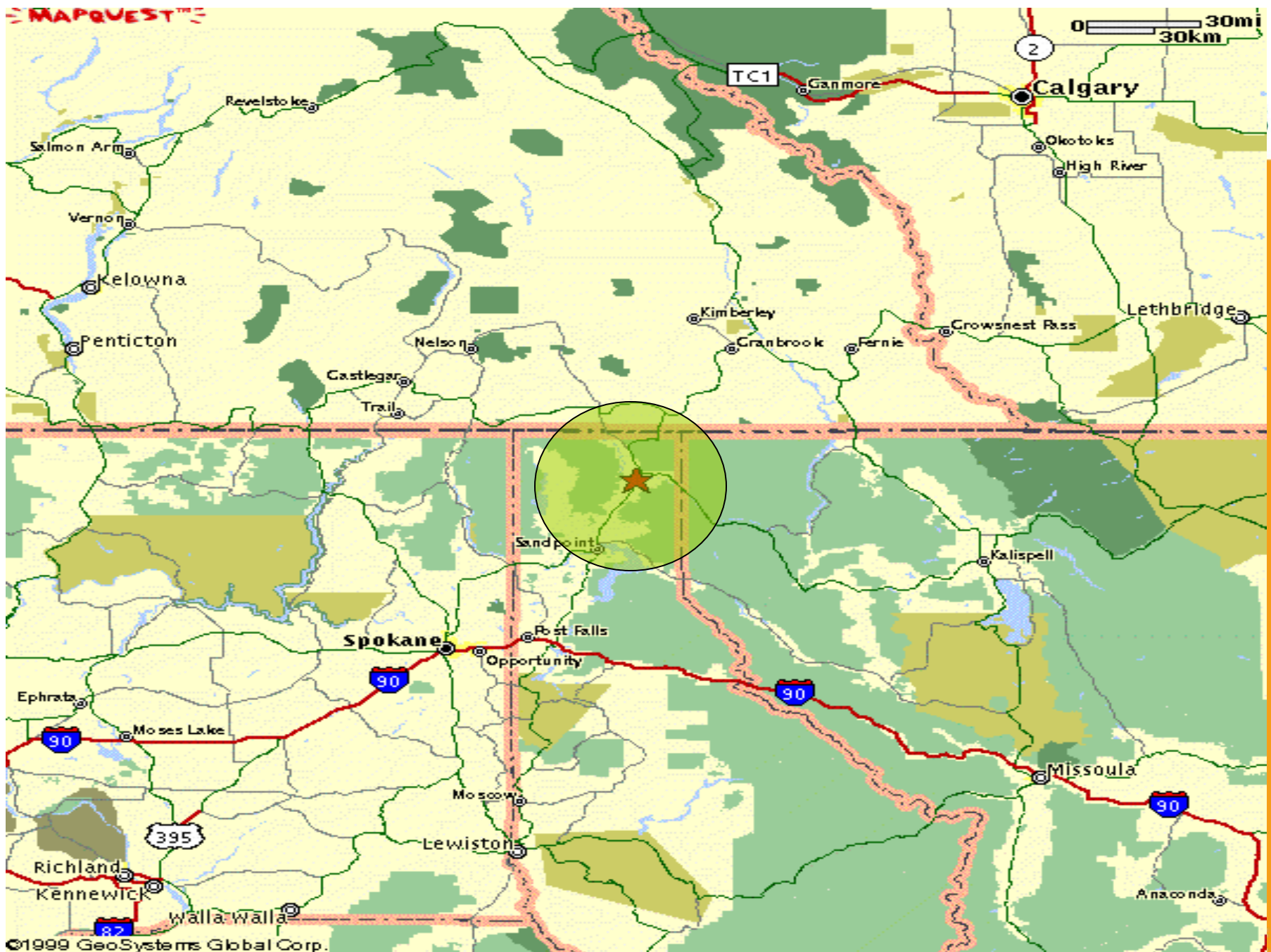


INSURED PROPERTY

1.286 acre

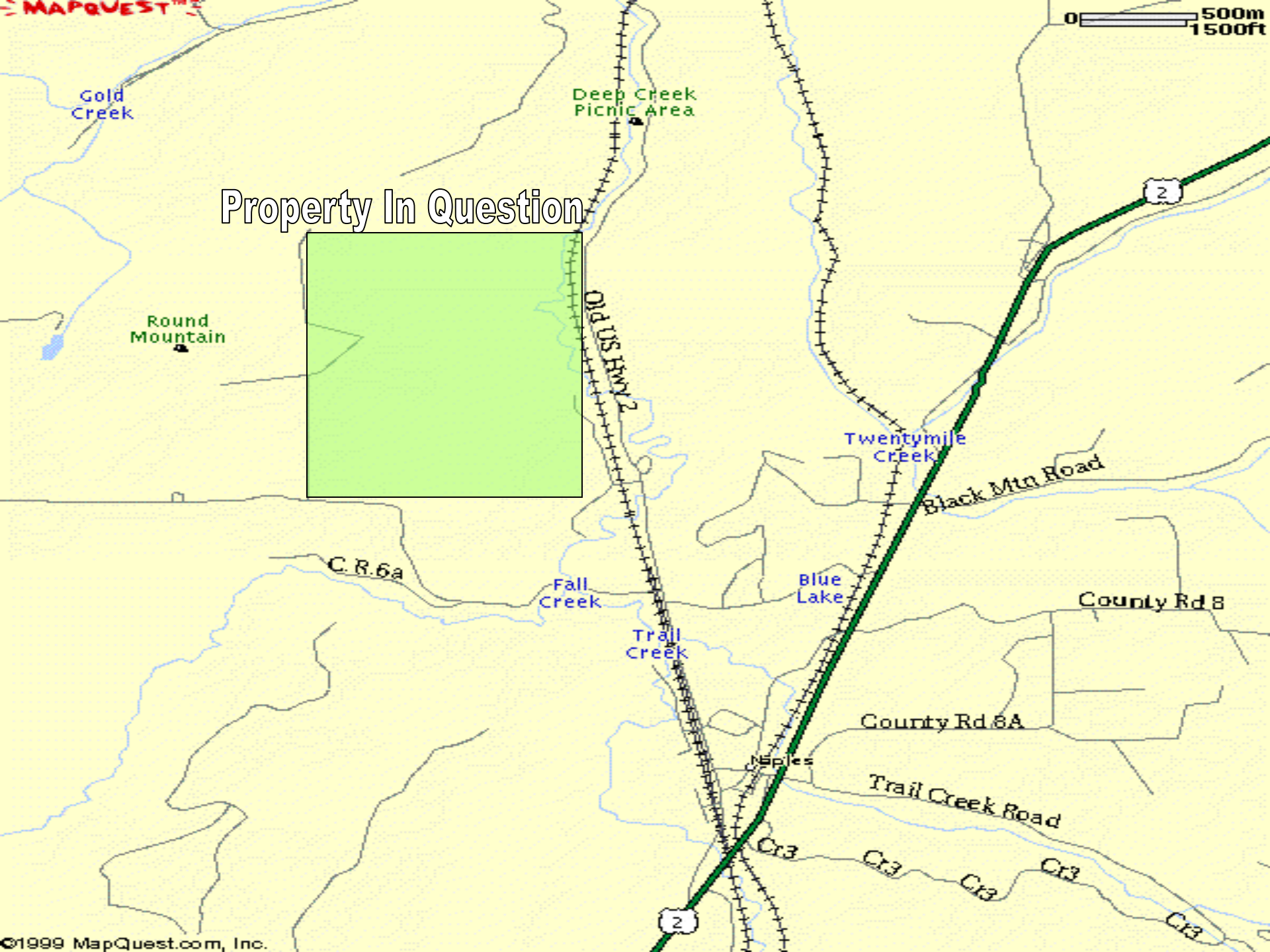
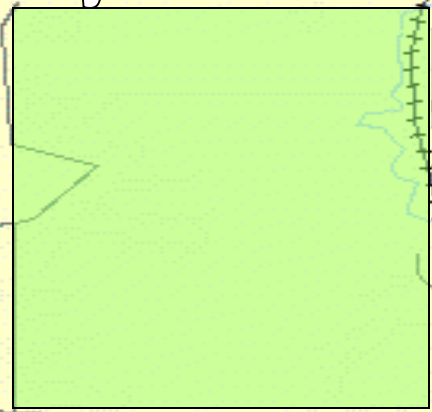


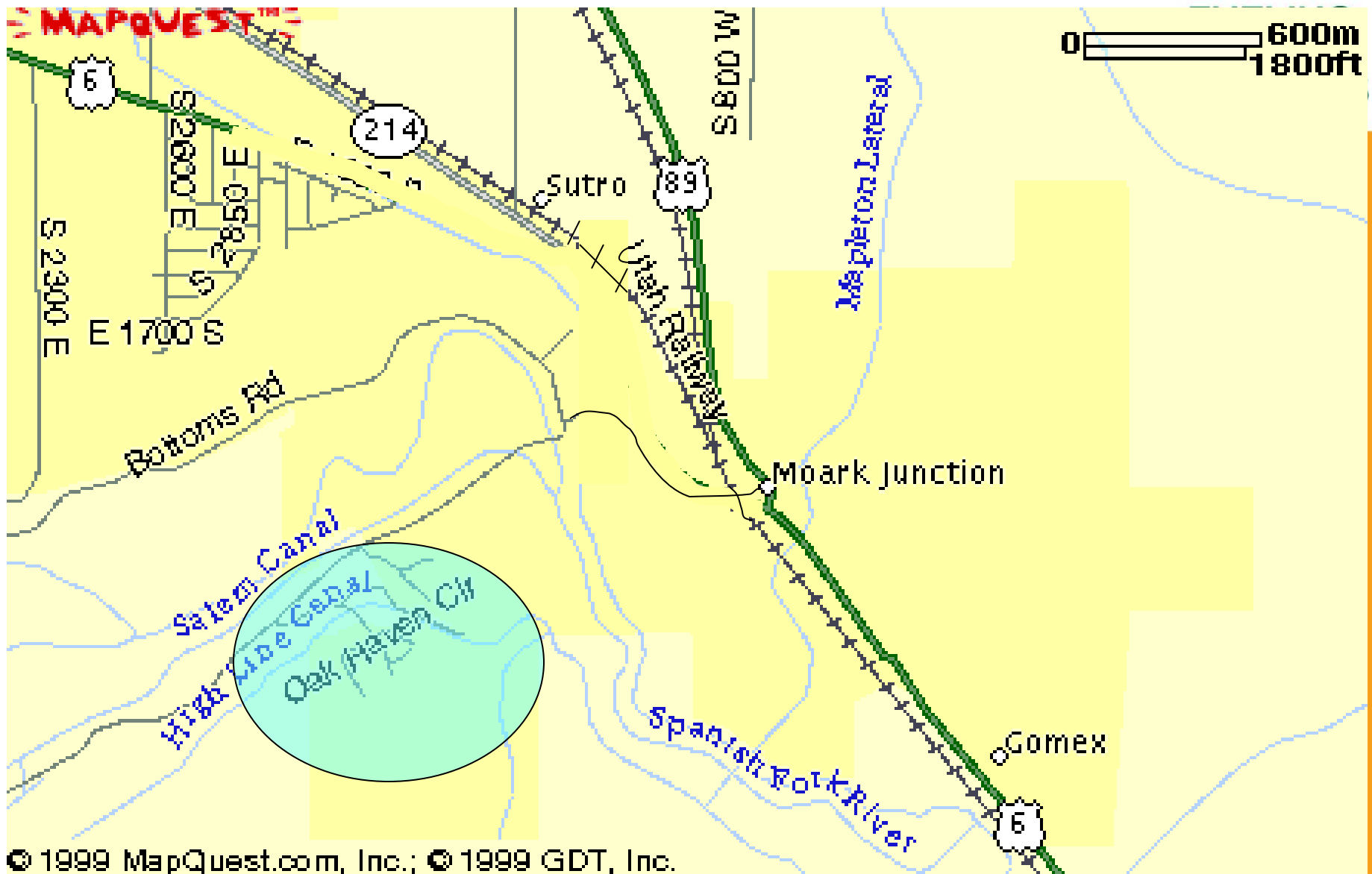
600 NORTH



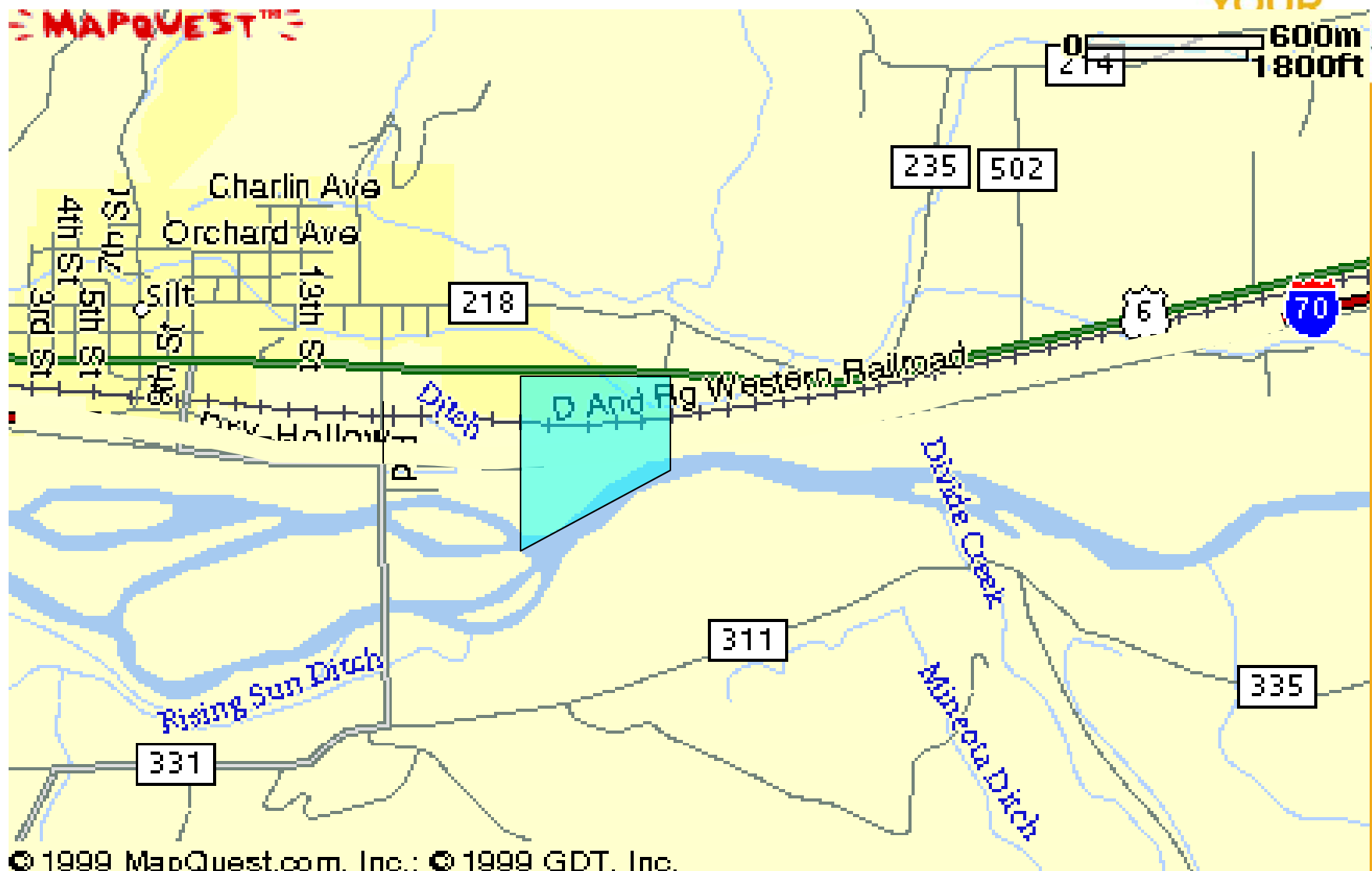


Property In Question





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Garden City



Garden City, UT



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ESS

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Streaming |||||.||| 96%

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Earth™

Pointer 40°37'45.37" N 111°29'20.48" W elev 7954 ft

Eye alt 9187 ft



DEER VALLEY RESORT



Greed, for lack of a better word, is good.

Greed is right!

Greed works!



Gordon Gekko – Wall Street

**United States Bankruptcy Court
District of Utah**

Voluntary Petition

Name of Debtor (if individual, enter Last, First, Middle):
North Silver Lake Lodge, LLC

Name of Joint Debtor (Spouse) (Last, First, Middle):

All Other Names used by the Debtor in the last 8 years
(include married, maiden, and trade names):

All Other Names used by the Joint Debtor in the last 8 years
(include married, maiden, and trade names):

Last four digits of Soc. Sec./Complete EIN or other Tax ID No. (if more than one, state all)
87-0677086

Last four digits of Soc. Sec./Complete EIN or other Tax ID No. (if more than one, state all)

Street Address of Debtor (No. and Street, City, and State):
11990 San Vicente Blvd., Suite 200
Los Angeles, CA

ZIP Code
90049

Street Address of Joint Debtor (No. and Street, City, and State):

ZIP Code

County of Residence or of the Principal Place of Business:
Los Angeles

County of Residence or of the Principal Place of Business:

Mailing Address of Debtor (if different from street address):

ZIP Code

Mailing Address of Joint Debtor (if different from street address):

ZIP Code

Location of Principal Assets of Business Debtor (if different from street address above):
7101 Silver Lake Drive
Park City, UT 84060





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USGS
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Pointer 40°29'17.09" N 112°01'58.00" W elev 5211 ft

Streaming ||||| 100%

Eye alt 5813 ft

PROMISSORY NOTE

References in the shaded areas are for Lender's use only and do not limit the applicability of this document to any particular loan or borrower. Any item above containing "****" has been omitted due to text length limitations.

Borrower: Suzette Anderson (SSN: 524-69-8178)
1154 East Eaglewood Loop
Salt Lake City, UT 84084

Lender: America West Bank
Layton Office
1010 North Hillfield Road
Layton, UT 84041
(801) 927-5500

MAR 03 2005
PAID
IN FULL

Principal Amount: \$68,913.00

Interest Rate: 7.000%

Date of Note: June 16, 2004

PROMISE TO PAY. Suzette Anderson ("Borrower") promises to pay to America West Bank ("Lender"), or order, in lawful money of the United States of America, the principal amount of Sixty-eight Thousand Nine Hundred Thirteen & 00/100 Dollars (\$68,913.00), together with interest at the rate of 7.000% per annum on the unpaid principal balance from June 16, 2004, until paid in full.

PAYMENT. Borrower will pay this loan in 11 regular payments of \$540.10 each and one irregular last payment estimated at \$58,024.92. Borrower's first payment is due August 1, 2004, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on July 1, 2005, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unpaid collection costs; and then to any late charges. Borrower will pay Lender at Lender's address shown above or at such other place as Lender may designate in writing.

PREPAYMENT. Borrower agrees that all loan fees and other prepaid finance charges are earned fully as of the date of the loan and will not be subject to refund upon early payment (whether voluntary or as a result of default), except as otherwise required by law. Except for the foregoing, Borrower may pay without penalty all or a portion of the amount owed earlier than it is due. Early payments will not, unless agreed to by Lender in writing, relieve Borrower of Borrower's obligation to continue to make payments under the payment schedule. Rather, early payments will reduce the principal balance due and may result in Borrower's making fewer payments. Borrower agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If Borrower sends such a payment, Lender may accept it without losing any of Lender's rights under this Note, and Borrower will remain obligated to pay any further amount owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount must be mailed or delivered to: America West Bank, Layton Office, 1010 North Hillfield Road, Layton, UT 84041.

LATE CHARGE. If a payment is 10 days or more late, Borrower will be charged 5.000% of the unpaid portion of the regularly scheduled payment or \$15.00, whichever is greater.

INTEREST AFTER DEFAULT. Upon default, including failure to pay upon final maturity, Lender, at its option, may, if permitted under applicable law, increase the interest rate on this Note to 21.000% per annum. The interest rate will not exceed the maximum rate permitted by applicable law.

DEFAULT. Each of the following shall constitute an event of default ("Event of Default") under this Note:

Payment Default. Borrower fails to make any payment when due under this Note.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Note or in any of the related documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Note or the related documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Creditor or Foreclosure Proceedings. Commencement of foreclosure or foreclosure proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the loan. This includes a commencement of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if

Aspen, Colorado

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600 N 3rd St, Aspen, CO 81611

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art



Murado Mountain Estates

Section
3
Section
10

... 60' wide road...extending from a point on Granite Creek Road in the SW1/4SE1/4 of Section 3. Said point shall extend from Granite Creek Road, going south of the existing ditch, then curving south and then westerly "along the bench" to reach the [benefited property]





1671 E 8640

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A Salt Lake County man has sued a lender, claiming he has been charged "usurious, unconscionable and unlawful" interest rates on two loans totaling \$850,000 that would boost the amount he ultimately owes to about \$1.8 million.

If the lender has his way, the man said, the interest rates he would be forced to pay would be 386 percent on one \$170,000 loan and 400 percent on a second loan of \$680,000.

David Helm, along with DCH Holdings, filed suit Friday in 3rd District Court against Dr. Kang Sik Park and the Kang Sik Park Rollover IRA. Helm had gotten a loan for a construction project from Park, a retired anesthesiologist.

TRUST DEED NOTE

DO NOT DESTROY THIS NOTE: WHEN PAID, THIS NOTE, WITH TRUST DEED SECURING SAME, MUST BE SURRENDERED TO TRUSTEE FOR CANCELLATION BEFORE RECONVEYANCE WILL BE MADE.

\$170,000.00

SALT LAKE CITY, UTAH
February 3rd, 2005

FOR VALUE RECEIVED, the undersigned, jointly and severally, promise to pay to the order of
THE KANG SIK PARK ROLLOVER IRA
ONE HUNDRED SEVENTY THOUSAND AND NO/100 DOLLARS (\$ 170,000.00).

together with interest from date at the rate of THIRTEEN per cent (13.0%) per annum on the unpaid principal, said principal and interest payable as follows:

Interest only payments monthly commencing March 1st, 2005 and monthly thereafter until January 31st, 2006, at which time the entire principal balance together with accrued interest shall become due and payable in full.

A late fee of 12% of the unpaid installment shall be charged after due date with additional late fee of 1% of the past due amount per day until it is paid.

If not paid at maturity, a late fee of 13% of the entire unpaid balance (principal, interest, costs and fees) will be assessed with additional late fee of 1% of the entire unpaid balance per day until paid in full. The default rate of 26% per annum will be assessed on the entire unpaid balance until paid in full.

Prepayment penalty (either by acceleration or default) will be the entire amount of the interest of the Note for a period of 6 months.

Each payment shall be applied first to accrued interest and the balance to the reduction of principal. Any such installment not paid when due shall bear interest thereafter at the rate of TWENTY-SIX per cent (26.0 %) per annum until paid. (Includes principal, interest, costs and fees).

If default occurs in the payment of said installments of principal and interest or part thereof, or in the performance of any agreement contained in the Trust Deed securing this note, the holder thereof, at its option and without notice or demand, may declare the entire principal balance and accrued interest due and payable.

If this note is collected by an attorney after default in the payment of principal or interest, either with or without suit, the undersigned, jointly and severally, agree to pay all costs and expenses of collection including a reasonable attorney's fee.

The makers, sureties, guarantors and endorsers hereof severally waive presentment for payment, demand and notice of dishonor and nonpayment of this note, and consent to any and all extensions of time, renewals, waivers or modifications that may be granted by the holder hereof with respect to the payment or other provisions of this note, and to the release of any security, or any part thereof, with or without substitution.

This note is secured by an Assignment of Beneficial Interest in a Trust Deed dated December 26, 2001, and by a Trust Deed of ~~even~~ date herewith, which Trust Deed will be in a second position on the property described in said Trust Deed.

Accepted and Approved

Beneficiary

Don Helm
DCH HOLDINGS L.C.

David C. Helm
By: David C. Helm, Managing Member

David C. Helm
Personally guaranteed by: David C. Helm

ING
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150 S 500 E, Provo, UT 84606



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A Maeser jolt in deed

Paper restricts land near historic school to a park

By **Tad Walch**

Deseret Morning News

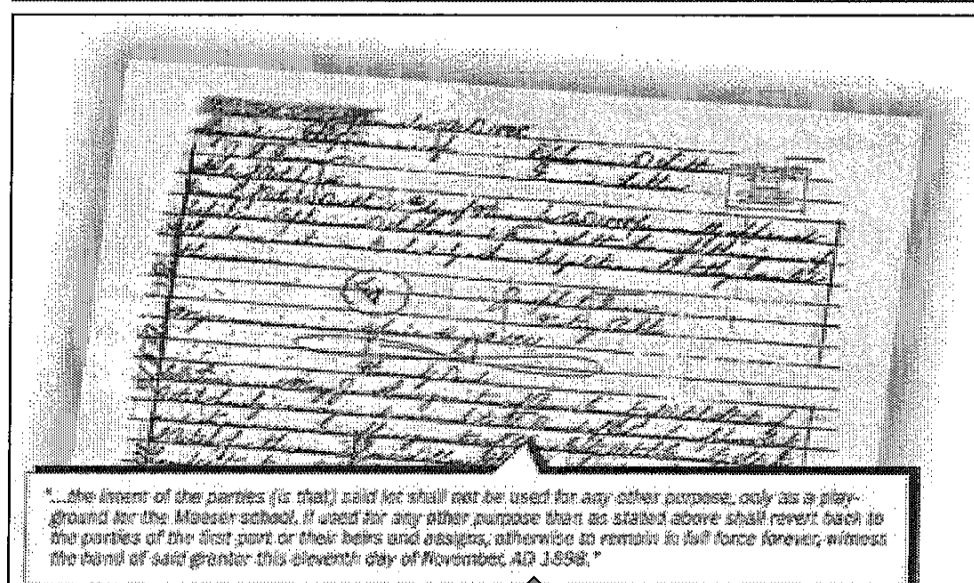
PROVO — Ed Loose died in 1929, during the prime of Babe Ruth's career and just before his fortune disappeared into the financial black hole of the Depression.

Now, 77 years later, with Barry Bonds one shy of Ruth's historic 714 home runs, Loose has reached out from beyond the grave to throw a curve ball at the award-winning renovation of central Provo's historic Maeser School.

The project preserving the school, which closed four years ago, earned a \$50,000 grant from cable station HGTV, which announced Sunday that it would film a 15-minute show about the building last week.

The question is whether the school might unravel from the Maeser School from the deed.

A deed signed 77 years ago says



Deseret Morning News graphic

...said lot shall not be used for any other purpose, only as a playground for the Maeser school, if used for any other purpose...[it] shall

revert back to the [grantor] or their heirs and

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