

STATE OF MICHIGAN
IN THE THIRD CIRCUIT COURT
FOR THE COUNTY OF WAYNE

PRIVATE CONSUMER
CONSULTING SERVICES,LLC,
Plaintiff,

CASE NO.10-003072-CH
HON. KATHLEEN MACDONALD

-V.

TRENISE WYLDON,
EMMETT WYLDON,
VALERIE B.KAUTH, and
FEDERAL NATIONALMORTGAGE ASSOCIATION,

Defendants.

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CASE EVALUATION

DATE: DECEMBER 21, 2010

TIME: 11:30 A.M.

STATEMENT OF FACTS

That Defendants Trenise Wyldon and Emmett Wyldon recorded the fraudulent Quit Claim Deed in an attempted to divest Plaintiff, Private Consumer Consulting Services, LLC interest and Defendant Federal National Mortgage Association [*"Fannie Mae"*] . That Defendants Trenise Wyldon and Emmett Wyldon claimed property as collateral without having any ownership rights. A fraudulent conveyance was issued allegedly from Plaintiff, Private Consumer Consulting Services, LLC to Defendants Trenise Wyldon, and Emmett Wyldon at a real estate closing on December 5, 2007 that Mary A. Stafford never attended. [*see attached Affidavit of Truth*] the same date of the closing On December 5,2007 the closing date of Stafford's between the Carlton's took place which was the same alleged closing date December 5,2007 between Mary A. Stafford and Trenise Wyldons for said same property. This action involves real property located in the Township of Van Buren, Wayne County Michigan known as 13236 Nautica, Belleville, MI 48111 and of the property legal described as: Lot12, Mission Pointe on the Lake Subdivision, as recorded in Liber 120, Pages 80 through 91 of Plats, Wayne County Records; Tax ID:83-079-03-0012-000. Defendants Trenise Wyldon Emmett Wyldon and Valerie B. Kauth engaged in a conspiracy to defraud Plaintiff Private Consumer Consulting Services, LLC, and Defendant Federal National Mortgage Association [*"Fannie Mae"*] both out of money and real estate. On or about the end of November and first week of December 2009 the Stafford's were notified by a fellow member Jammi Muhammad that there was a for sale sign on said property . Until then they were under the assumption that the property was still in the company name Private Consumer Consulting Services, LLC as agreed had make various money deposit in Trenise Wyldon Chase account to cover the mortgage payments because they had agreed that Defendants Trenise Wyldon, and Emmett Wyldon would lived in the property until sold. When Plaintiff Private Consumer Consulting Services, LLC discovered certain bogus instruments were recorded involving the property 13236 Nautica, Belleville, MI 48111 the Stafford's commenced an investigation which purported to divest plaintiff of all interest in the subject property and a Complaint for Quiet Title was filed.

ARGUMENT

A: CIVIL CONSPIRACY MORTGAGE FRAUD

That the transfer information and sale dates and deed dates are conflicting from the onset. That the transfer sale date of Donny Carlton was on January 11, 2008 to Private Consumer Consulting Services, LLC and the list deed date was December 5, 2007 in the form of a Warranty Deed. That the alleged transfer sale date of Private Consumer Consulting Services, LLC to Trenise Wyldon was on January 2, 2008 and the list deed date was December 5, 2007 in the form of a Warranty Deed. [*Wayne County Public Records-Full Detail w/Photo Report*] The first property transaction had not been fully completed before the second transaction took place. That under other recordings it show that Emmett Wyldon as obligor and Private Consumer Consulting Services, LLC as obligee record date march 22, 2010. The mortgage was also drafted on the same dated by Reliant Title owned by Valerie Kath and Kevin Kauth . That on July 7, 2009 Wells Fargo Bank quit claim to Federal National Mortgage Association for the sum of one dollar [*note missing exemption statute*] That on October 15, 2009 Trenise Wyldon and Emmett Wyldon Quit Claim to Fannie Mae for \$ 2,000.00 via Quit Claim Deed on October 28, 2009. That on June 24, 2009 A Sheriff's Deed On Mortgage was executed for the sale known as 13236 Nautica, Belleville, MI 48111. Mortgage fraud encompasses schemes allowing defendants Trenise Wyldon, and Emmett Wyldon to be involved in a real-estate transaction involving a mortgage to obtain money through illegal or unethical means. That Reliant Title is owned by Kevin Kauth husband of Valerie Kauth incorporated in March 2006 [*see attached Articles of Incorporation/ Filing Endorsement*] The court has previously held that a civil conspiracy is a combination of two or more persons acting to accomplish an unlawful end or to accomplish a lawful end by unlawful means. The court discusses the elements needed to prove liability for participation in a fraudulent conveyance scheme. The court finds that the plaintiff must establish: (1) An unlawful agreement; (2) The specific intent of each participant in the scheme to hinder, delay and defraud a creditor or one who participated in the scheme; (3) Acts committed pursuant to the unlawful agreement; (4) Damages caused by the acts committed pursuant to the unlawful agreement. A mortgage fraud and property-flipping scheme involving rental properties. That a mortgage was prepared for Trenise and Emmett Wyldons on 12/5/2007 by Reliant Title.

The mortgage which was prepared on December 5, 2007 that was prepared by Reliant Title had misleading information on its face with errors that defendants Trenise Wyldon and Emmett Wyldon had no right to mortgage as stated and initial in the "Purchase Money Mortgage" page 3 of 18. [see 1st page of mortgage] a stamp that said was prepared by and return to: Reliant Title Inc./Val Kauth [*hand written*],725 S. Adams Ste 125, Birmingham, MI 48009. Cross out was Wells Fargo Bank, N.A. Final Documents X-9999-01M-1000 Blue Gentian Road, Eagan, MN 55121-1663. That the last page 18 states it was prepared by Mona Schussele, Wells Fargo Bank, N.A. 4820 W. Wabash Ave, Springfield, IL 62711. Cross out dates two different stamps (1012/28/08 from Oakland County Register of Deeds and 3/10/08 Wayne County Register of Deeds. That the lender was Wells Fargo Bank, N.A. 1000 Blue Gentian Road, Eagan, MN 55121-1663 in the amount of Three Hundred Seventy-Five Thousand Two Hundred Fifty Dollars (4 375,250.00)Co-conspirators Trenise Wyldon, Emmett Wyldon and Valerie B.Kauth obtain mortgage financing by providing materially false and fraudulent information to mortgage lenders regarding down payments, income, assets, and liabilities on mortgage loan applications provided by Reliant Title. Neither party had an attorney [*seller or buyer*] at this closing there is no attorney of record mention of all parties that were present. That a second title search was conducted by Lawyers Title Insurance with the following findings page Schedule B-I- 2006 Commitment Line 6

" record a proper court order terminating the interest of Federal National Mortgage Association and placing Private Consumer Consulting Services, as the sole fee simple title holder..."[see attached]

The closing agent Reliant Title (usually a title insurance agency) accounts for the parties' funds, distributes the proceeds of the transaction, arranges for recording the mortgage, and issues title insurance policies for the Co-conspirators Trenise Wyldon, Emmett Wyldon and Valerie B. Kauth stole the closing funds for the sale of the property. [*see attached Real Estate Closing*]

B: COLLUSION

Collusion and fraud of every kind vitiate all acts which are infected with them, and render them void. Co-conspirators Trenise Wyldon, Emmett Wyldon and Valerie B. Kauth had an agreement between them to defraud to defraud Plaintiff Private Consumer Consulting Services, LLC, and Defendant Federal National Mortgage Association [“*Fannie Mae*”] under Collusion

An agreement between two or more people to defraud a person of his or her rights or to obtain something that is prohibited by law. A secret arrangement wherein two or more people whose legal interest seemingly conflict conspire to commit fraud upon another person; a pact between two people to deceive a court with the purpose of obtaining something that they would not be able to get through legitimate judicial channels.

C: FRAUDULENT SIGNATURE ON DOCUMENTS

THE MICHIGAN PENAL CODE (EXCERPT) Act 328 of 1931

750.273 Signature; fraudulently obtaining.

Sec. 273. Fraudulently obtaining signature to note, etc.—Any person who shall, by representing that he is the agent of any person, company, firm or corporation, or by any other means, fraudulently obtain the signature of any person with the intent to cheat and defraud such person, to any promissory note, bill of exchange, due bill, order, contract or any paper writing whatever, shall be guilty of felony, punishable by imprisonment in the state prison not more than 10 years or by fine of not more than 5,000 dollars.

THE MICHIGAN PENAL CODE (EXCERPT) Act 328 of 1931

750.274 Note; fraudulent signature; knowingly purchasing, collection.

Sec. 274. Purchasing and attempting to collect a note, knowing signature was fraudulently obtained—Any person who shall receive into his possession for collection or sale or who shall

purchase any promissory note, bill of exchange, due bill, order, contract, or paper writing whatever, obtained in the manner mentioned in the preceding section of this chapter, knowing the same to have been obtained with the intent to cheat and defraud, and any person who shall take any steps to collect any promissory note, bill of exchange, due bill, order, contract, paper or writing whatever, knowing the signature to have been obtained by fraud, with intent to cheat and defraud, shall be guilty of a felony, punishable by imprisonment in the state prison not more than 10 years, or by fine of not more than 5,000 dollars.

When comparing the handwriting on the fraudulent document to Mary A. Stafford's original handwriting you can tell that someone tried to duplicate her handwriting. [*See writing samples of Michigan ID and Driver's License*]

D: CONFLICT OF INTEREST IF NOTARY RELATED

A notary public may not perform any notarial act for any person if that person is the notary public's spouse, parent, sibling, child, spouse's parent, spouse's sibling, spouse's child or child's spouse

MICHIGAN NOTARY PUBLIC ACT (EXCERPT)

Act 238 of 2003

MCL § 55.297 Misconduct; civil liability; conditions.

Sec. 37.

(1) *For the official misconduct of a notary public, the notary public and the sureties on the notary public's surety bond are liable in a civil action for the damages sustained by the persons injured.*

The employer of a notary public is also liable if both of the following conditions apply:

(a) *The notary public was acting within the actual or apparent scope of his or her employment.*

(b) *The employer had knowledge of and consented to or permitted the official misconduct.*

(2) *A notary public and the notary public's sureties are not liable for the truth, form, or*

correctness of the contents of a record upon which the notary public performs a notarial act.

That Valerie B. Kauth, is employed by Reliant Title Company ,a notary who is the wife of Kevin Kauth who is the owner of Reliant Title Company where the alleged closing was held. Valerie and Kevin Kauth using their positions as notary and title company owner to help carry out a mortgage fraud scheme. Trenise Wyldon and Valerie B. Kauth subsequently purported to pledge the subjected property as collateral. That in furtherance of their fraudulent conspiracy, Defendants Trenise Wyldon and Emmett Wyldon subsequently purported to pledge to convey the subject property from plaintiff to Defendant Trenise Wyldon as the proper owner.

E: BREACH OF CONTRACT OF NON-DISCLOSURE/NON-COMPETE

On or about December 26, 2007, plaintiff and defendant executed the written contract which is attached [see contract”] Defendants Trenise Wyldon and Emmett Wyldon were neighbors but were also in partnership with the Clifford’s and others for the purpose of purchasing and selling real estate under several business “ Blue Data” was one that a business relationship did exist between the Wyldons and Stafford’s [*see attach Check #: 102681967*] Trenise Wyldon was the resident agent for Blue Data [*see attached Certificate of Change of Registered and/or Change of Resident Agent*] That all mortgage payment was made through the Stafford’s funds were place in an Chase account with Trenise Wyldons name to pay for the mortgage as the lived in the property. The Stafford’s never lived in said property and that this property was an real estate investment for PCCS which was purchased from a sale of a prior real estate venture of PCCS.

In a breach of contract action, the plaintiff must plead the existence of a contract and its terms that establish the obligation at issue. The complaint must indicate on its face whether the contract is written, oral, or implied by conduct. Breach of Performance: A performance or specific performance is specification of consideration that has to be performed. The logic of the concept of performance is that the obligation has to be fulfilled in totality. Breach of Obligation: As mentioned above, after entering into a contract, all parties are legally bound to an obligation. It means that with the performance of this obligation, the contract cannot be held as performed or discharged.

F: THE REPORTED SALE OF SAID REAL ESTATE WAS IMPROPER.

This deed fraudulently misrepresents that Ralph Leggat is the “deputy sheriff”. The deed is improper because Ralph Leggat is neither the sheriff, under-sheriff, nor the deputy. This deed is unequivocally improper, and therefore plainly Violates of the statute. **In Wanda Davenport v. HSBC Bank USA, April 24, 2007**, the Court of Appeals, the court stated:

Jackson Investment v. Pittsfield Products, 162 Mich App 750 (1987), the appeals court said that a defective foreclosure notice renders a foreclosure sale voidable.

The statute is clear in that only three individuals are authorized to conduct a sale in accordance with MCL§ 600.3216. None of the authorized individuals signed the Sheriff’s Deed [*attached Sheriff’s Deed*] Since the appointment was not signed by the Wayne County Sheriff, Warren C. Evans. [*attached Appointment of Ralph Leggat*] Ralph Leggat was appointed as a “ *Special Deputy Sheriff*” on January 5, 2009 by Daniel Pfannes who currently serves as Undersheriff for the Wayne County Sheriff’s Office. That the under-sheriff does not have the authority under MCL§ 51.70 to appoint a Special Deputy Sheriff or Deputy Sheriff.

During the year 2009 Warren Evans was the Wayne County Sheriff’s and according to MCL **51.73 Every appointment...., shall be in writing under the hand of the “SHERIFF”**. The sheriff signature Warren C. Evans was nowhere on this appointment. A “ *Special Deputy Sheriff*” and a “ *Deputy Sheriff*” are two separate statutorily distinct entities. The Under Sheriff did not have authority under MCL 51.70 to appoint a Deputy Sheriff. The amended Statute MCL 600.3216 dictates who is allowed to conduct a “ *foreclosure* ” sale. The appointment of Ralph Leggat was defective since it was signed by the under sheriff by Daniel Pfannes instead of the Sheriff Warren C. Evans . Ralph Leggat had not properly been appointed at the time the property was sold at the sheriff sale. Ralph Leggat was not a “ *Special Deputy Sheriff*” under section 51.70 or a deputy under section 600.3216 who was authorized to conduct the sheriff’s sale in this case or who was authorized to executed the sheriff deed. Ralph Leggat did not sign the Sheriff’s Deed of Sale as “ *Special Deputy Sheriff*” but rather as “ *Deputy Sheriff*” [see Sheriff Deed] of course if he would had sign as “ *Special Deputy Sheriff*” it would had been revealed that he was not a true “ *Deputy Sheriff*”. In order to be a “ *Deputy Sheriff*” certain requirement must be met according to

MCL51.357. However, there is no information on any Sheriff Warren C. Evans duly appointing as Under Sheriff to carry out a foreclosures sales.

At common law, the sheriff is only recognized; his under offers are not known as responsible to the party whose process is placed in the hands of the sheriff for execution. The appointment of Ralph Leggat was defective and, therefore, he was not authorized official to transfer ownership to the subject property on behalf of the Wayne County Sheriff. If the legislature intended to allow a "Special Deputy Sheriff" the power to conduct a sheriff's sale, the statute would have included the term "Special Deputy Sheriff" within the definition. The reported sale of said real estate was improper and did not comply with the requirements in MCL 600.3216 stating who are the persons authorized to conduct a sheriff foreclosure sale, a foreclosure of mortgage by advertisement sale under Michigan law. That any transaction specific to Fannie Mae Foundation for Two Thousand (\$ 2,000.00) Dollars is improper as well.

CONCLUSION

This real estate action should be "Void Ab Initio" "to be treated as invalid from the outset," and every transaction thereafter should be void from its inception from the beginning as unlawful and void. The legislature MCL§ 600.3216 in no way grants this authority to special deputies or makes no mention of the ability of a "Special Deputy Sheriff" to conduct a sheriff's sale and that intent must be carried out by this court. Similarly, the Sheriff Deed that was executed by Ralph Leggat, was defective, hereby resulting in a Sheriff's Deed that must be set aside and cancelled as void. That the illegal conduct of Defendants Trenise Wyldon Emmett Wyldon and Valerie B. Kauth has cause the Plaintiff, Private Consumer Consulting Services, LLC business irreparable harm .

RELIEF REQUESTED

WHEREFORE, Plaintiff, Private Consumer Consulting Services, LLC respectfully request that this case Evaluation Panel enter an award of return the property known as 13236 Nautica, Belleville, MI 48111 to its rightful owner , and double its value for defending this fraudulent action and *Void ab initio* (literally: void from the beginning).

Respectfully Submitted

Antonio D, Tuddles (P64158)