

Foreclosure Defenses, using The Self Help Legal Course and Make Your Claim Process (Below)

You will need this mini course to implement this without attorney's needed.

<http://youarelaw.org/jd>

Here are a few powerful **Affirmative Defenses** that can be filed in response to foreclosure complaints (or used as grounds to stop foreclosure in non-judicial states).

"Affirmative Defenses" are power you must not fail to use ... unless you like to fight with one hand tied behind your back!

Each of these can and should be used as grounds in a "**Motion to Dismiss**", if they apply. There are more listed in the course!

Failure of Condition Precedent: Contracts (including mortgages and promissory notes which are fundamentally contracts used for the special purpose of securing finances to purchase property), may by their terms require certain actions or events to take place prior to filing a lawsuit to enforce them. *The place to begin is the paperwork.* Read the mortgage and promissory note very, very carefully! If any action or event required prior to claiming rights under either "contract" has not yet occurred, this affirmative defense should be pleaded.

For example, most promissory notes provide a clause by which the lender may "accelerate" the note (i.e., make the entire amount due and payable immediately) when certain conditions exist (like the borrower's failure to pay on time or failure to keep the property insured, etc.). Some notes specifically state that the lender must give the borrower actual "notice" of acceleration. Failure to provide notice of acceleration is a condition precedent to foreclosing the note.

See how easy this stuff really is, once it's explained in a way any average 8th grader can understand? The fancy words are just words, after all. Once you know what they mean, the rest is a piece of cake with this easy to use legal course - <http://youarelaw.org/jd>

Failure to Comply with Statutory Prerequisite: If the party initiating foreclosure is a corporation, trust, or other legal fiction (i.e., not an "individual person") some states forbid their bringing or defending an action in court *unless* they have met certain statutory requirements, such as the requirement of trusts and corporations to register with the Secretary of State here in Florida. Similar rules apply in other states.

Pleadings and Exhibits Inconsistent: Many court rules treat exhibits attached to a pleading as being part of the pleading. It's as if the exhibit were typed-out in the body of the pleading itself. When an exhibit isn't consistent with the allegations within the pleading, filing this defense puts the inconsistency in controversy and forces the opposing party to fix the problem if they can!

If they can't fix it, the court may deny their claim! **NOW check out this tactic....**

SIMPLEST TACTIC - MAKE YOUR OWN CLAIM PROCESS

This process puts the ball in your courts as you pursue a simple claim vs fight the entire complex foreclosure process. You need to create an **Affidavit of Security Interest**. This presents your right to enforce your own claim on the property. A claim by nature which is higher than a presumed lender's claims, because they can't prove the loaned anything to you of substance. Your note signature gave them the credit/money to then transfer back to your transaction.

In the affidavit lists every payment made, the amount of the note you gave them, maintenance costs, plus a bill at \$15 per hour while you occupied/maintained the property. Then you attach this affidavit to a UCC1 filing to make your claim against the property, and finally record in the county. Your claim will trump theirs if done right.

To take that position, YOU have a **claim every labor dollar** you have put into the property.

After notifying all parties, you may require enforcement. Every dollar you have spent on the property should be included in your **new claim** (new suit). Now YOU are on offense for a simple claim. This is far simpler than playing defense on a mortgage foreclosure.

You will allow the lender try to prove a claim higher than your claim...good luck with that Mr. Foreclosure attorney. Your claim trumps everything and you have proof. Once you file this Security Interest on a UCC1, you can watch them squirm. You have a Senior claim of Security Interest. Now there is a valid "controversy" before the court, beyond the lender's unprovable claim of interest. This is one of the biggest issues people forget to make in a foreclosure – make YOUR claim and go on offense with your superior instead.

The lender will not be able to come close to showing their real damages, because they loaned no real assets and can't prove they moved real assets to you, and therefore cannot claim to be damaged party to the court. They merely used your signature to create the value. YOUR signature created it! Thus the party who can prove a claim wins, especially when the other party cannot prove damages!

If you are in a non-judicial state, you will have to file a new Quiet Title suit and put in YOUR claim. This controversy turns the entire argument around in your favor. Stay on the offense not the defense. Plaintiffs win far more often than defendants.

Imagine if you had to go into bankruptcy court to stop a sale, you could also put in your own claim as a creditor using the UCC1. Your claim should trump the lender's. At the very least, this would tie them up a long time at minimum, while you prepare your strategy.

If you would like a personal coaching on this process, contact TJ for details on that option. Email: tj@youarelaw.org and mention "Make Your Claim Foreclosure Process".

No guarantee of results can be made as opposing party actions are unpredictable in legal situations, and due to the fact much of it is also up to you. You are your own best advocate. This has proven to be positive process by those shared it with us. No legal advice given.