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Date: the 27th day of the second month of our Lord two thousand ten

Name WELLS FARGO BANK, N.A.
CEO JOHN G. STUMPF
Company WELLS FARGO BANK, N.A.
Address 4041 ESSEN LANE #300
BATON ROUGE, LA 70809

COPY

RE: 0144498698
RE: 604 Cambridge Court Unit 2B
Munster, IN 46321

NOTICE OF RESCISSION OF MORTGAGE

Document is NOT OFFICIAL!

1. As a result of the lender/trustee/agent violation of the Truth-In-Lending Act **Rhonda Preston: brown** © RHONDA PRESTON BROWN © hereby exercise their extended right of rescission and therefore demand rescission according to 15 USC § 1635(f); Reg Z §§ 226.15(a)(3), 226.23(a)(3). Liability for violating TILA runs to the lender.

Once the loan is sold, the liability, as related to rescission, extends to the assignee as well. 15 USC § 1641(c).

The regulations set up a three-step process to rescind a loan.

1.1. First, the borrower must notify the lender, in writing, of cancellations of the loan. While the notice must be in writing, it can be transmitted by mail, telegram, or other means. Reg Z §§ 226.15(a)(2), 226.23(a)(2).

1.2. Once the loan rescinded, the security interest or lien becomes automatically void, by operation of law. 15 USC § 1635(b); Reg Z §§ 226.15(d)(1), 226.23(d)(1). The note also is voided. The lender's interest in the property is "automatically negated, regardless of its status and whether or not it was recorded or perfected." Official Staff Commentary §§ 226.15(d)(1)-1, 226.23(d)(1)-1.

1.3. Within 29 days of receipt of the notice of cancellation, the lender must return to the borrower any money or property that has been given to anyone in connection with the loan. 15

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USC §1635(b); Reg Z §§226.15(d)(2), 226.23(d)(2). The lender must also take steps to reflect that the security interest has terminated.

Failure to respond to the rescission notice as spelled out above results in another violation and an addition award of statutory damages. *White v. WMC Mortgage*, 2001 U.S. Dist. LEXIS 15907, at * 5 (E.D. Pa. July 31, 2001); *Mayfield v. Vanguard Savings & Loan*, 710 F. Supp. 143, 145 (E.D. Pa. 1989)

Liability for TILA claims for monetary damages runs against assignees where the violation is apparent on the face of the loan documents. 15 U.S.C. § 1641(a).

Statute of Limitations

- 1 year for affirmative claims. 15 U.S.C. § 1640(e);
- 3 years for rescission. *Beach v. Ocwen*, 523 U.S. 410 (1998);
- Unlimited as a defense to foreclosure in the nature of a recoupment or setoff. 735 ILCS 5/13-207. *Bank of New York v. Heath*, 2001 WL 1771825, at*1 (Ill. Cir. Oct.26, 2001).

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By RHONDA PRESTON BROWN©
Debtor, Grantor

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the Lake County Recorder!



Prepared and submitted by:
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Rhonda Preston Brown©

Rhonda Preston: brown©, Sui Juris

Lake County)
Indiana State) ss:
United states of America)
original jurisdiction

The above affiant, personally known to Me, or proved to Me on the basis of satisfactory evidence, to be the one whose address (name) and autograph is subscribed to the within instrument. Affiant swears under the pains and penalties of perjury that all statements made herein are true, correct, certain, and not misleading.

Duly subscribed and sworn on this 27th day of February, 2010.

X *[Signature]*
Notary Public

"I AFFIRM, UNDER THE PENALTIES FOR PERJURY, THAT I HAVE TAKEN REASONABLE CARE TO REDACT EACH SOCIAL SECURITY NUMBER IN THIS DOCUMENT, UNLESS REQUIRED BY LAW."
PREPARED BY: Rb

JOHN A. MENDEZ
NOTARY PUBLIC STATE OF INDIANA
RES. OF PORTER COUNTY
COMMISSION EXP: 11-13-2015

Rhonda Preston: brown© Sui Juris Copy Claim