

FORECLOSURE DEFENSE BLOOMBERG AUDIT

Foreclosure Defense LLC.
9478 Boca River Circle
Boca Raton FL 33434
678-427-0847
Email Us at
sbern2004@yahoo.com

BLOOMBERG ANALYSIS REPORTTM

Prepared for:

Robert Jones

For Property Address

6405 Riverside Drive Atlanta Georgia

Prepared on:

March 16, 2023

Disclosure: You have engaged FDBA to examine your real estate documents. This information is not to be construed as legal advice or the practice of law, pursuant to Business and Professions Code § 6125 et seq, it is the intent of FDBA, its members, auditors and independent contractors, not to engage in activities that could be considered the practice of law by conduct exhibiting any of the following practices: "...the doing and/or performing of services in a court of justice in any matter depending therein throughout the various states and in conformity with the adopted rules of procedure. It includes legal advice and counsel and the preparation of legal instruments and



contracts by which the legal rights are secured although such matter may or may not be depending in a court."

SECTION 1: TRANSACTION DETAILS

BORROWER & CO-BORROWER:

BORROWER	CO-BORROWER
Robert Jones	David Jones
CURRENT ADDRESS	SUBJECT ADDRESS
3 BEECH DRIVE, RONKONKOMA, NY 11779	3 BEECH DRIVE, RONKONKOMA, NY 11779

TRANSACTION PARTICIPANTS

AMOUNT	MORTGAGE SERVICER	MORTGAGE NOMINEE/BENEFICIARY
\$463,000.00	PHH SERVICING	Mortgage Electronic Registration Systems, Inc. ("MERS") PO Box 2026 Flint, MI 48501-2026 (888) 679-MERS
ORIGINAL MORTGAGE LENDER	LOAN TYPE	TITLE COMPANY



ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING

CONVENTIONAL 30 YEAR FIXED RATE MORTGAGE

NOT AVAILABLE

COPY OF BORROWERS MORTGAGE RECORDING



FILED: SUFFOLK COUNTY CLERK 07/17/2019 03:59 PM

INDEX NO. 604754/2015

NYSCEF DOC. NO. 71

RECEIVED NYSCEF: 07/17/2019

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Number of pages 9	-	12004 Rpr 26 09:39:32 RM Edward P.Rosaine
TORRENS	_	CLERK OF SUFFILK COUNTY
Serial #		L M00020724 P 623
Certificate #		, sub15198
Prior Cif. #		
Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording / Filing Stamps
4	FEES	
Puge / Filing Fee		Mortgage Ams. 463,000
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17-584		2. Additional Yax
Notalion		Sub Total
	Sub Total	Spec./Assil.
EA-3217 (Sittle)		Or Spec. / Adul.
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Other	GRAND TUTAL 112 -	dwelling only. YES or NO or NO of the instrumen.
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Joseph Bandalos	CLOS SUFFOLK CO	ounty, new york. ip of
Joseph Bandalos ICCITU Bance	CIOS SUITOLKO	OUNTY, NEW YORK. IP OF TS/1P GG 0 1

COPY OF BORROWERS MORTGAGE



FILED: SUFFOLK COUNTY CLERK 07/17/2019 03:59 PM

NYSCEF DOC. NO. 71

INDEX NO. 604754/2015 RECEIVED NYSCEF: 07/17/2019

Mortgage Recording Tax: 0500-022.00-02.00-005.001

After Recording Return To: ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING 5 CORPORATE PARK, SUITE #100 IRVING.CALIFORNIA 92606 LOAD Number:

--- [Space Above This Line For Reserving Date] --

MORTGAGE

MIN:

WORDS USED OFTEN IN THIS DOCUMENT

(A) "Security Instrument." This document, which is dated NOVEMBER 26 , 2 logether with all Ridges to this document, will be called the "Security Instrument."

(II) "Borrower." JOSEPH BANDALOS A.K.A. PHILIP J. BANDALOS JR. AND KELLY BANDALOS, HIS MIPE

whose address is 3 BEECH DRIVE, RONKONKOMA, NEW YORK 11779 somethurs will be called "Borrower" and sometimes simply "I" or "me."

and sometimes simply 1 of me.

(C) "MERS' is Mortgage Electronic Registration Systems, loc. MERS is a separate corporation that is acting solely
as a nonainee for Lender and Lender's successors and accipies. MERS is organized and existing under the laws of the same and the same 48201

will be called "Lender." Lender is a corporation or association which exists under the laws of CALIFORNIA Lender's address is 5 CORPORATE PARK, SUITE #100, IRVINE, CALIFORNIA 92606 5.

(E) "Nota." The note signed by Borrower and dated NOVEMBER 26 2003, will be relied the "Note." The Note shows that I owe Lender POUR HUNDRED SIXTY THREE THOUSAND AND 00/100 Dollars (U.S. 2463, 000.00) plus interest and other amounts that may be payable. I have promised to pay this debt to Periodic Payments and to pay the debt to full by DECEMBER 1, 2033

(F) "Property." The property that is described below in the section titled "Description of the Property," will be railed the "Property."

(O) "Long." The "Long" means the debt evidenced by the Note, plus interest, any prepayment charges and lare charges due useder the Note, and all sums due under this Security Instrument, plus laterest.

(H) "Suma Secured." The amounts described below in the section titled "Borrower's Transfer to Lender of Rights in the Property" sometimes will be called the "Sums Secured." will be called "Lender." Lender is a corporation or association which exists under the laws of

NEW YORK-Single Family-Famile Mac/Fredde Mac UNIFORM INSTRUMENT - MERS Form 3033 01(0)

COPY OF BORROWER'S NOTE WITHOUT THE RECORDING PAGE Shows Note was never recorded.



FILED: SUFFOLK COUNTY CLERK 07/17/2019 03:59 PM

INDEX NO. 604754/2015

RECEIVED NYSCEF: 07/17/2019

NYSCEF DOC. NO. 71

10/03/2012 14:34

VALLT

PAGE 82/87

NOVEMBER 26, 2003 [Date]

Mineola Kwyl

New York

3 BEECH DRIVE, RONKONKOMA, NEW YORK 11779

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 463,000.00 (this amount called "Principal"), plus interest, to the order of the Lender. The Lender is ALLSTATE HOME LOANS, Tinc. DBA ALLSTATE FUNDING, A CALIFORNIA CORPORATION

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is antitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

interest will be charged on unpaid principal until the full amount of Principal has been poid. I will pay interest rearly rate of 6.375 %. at a yearly rate of

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making a payment every month.

I will pay principal and interest by making a payment every month.

1 will make may monthly payment on the 1st day of each month beginning on JANUARY 1

2004. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled doe date and will be applied to interest before Principal. If, on DECEMBER 1, 2033. I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the 'Maturity Date.'

J will make my monthly payments at 5 CORPORATE PARK, SUITE #100, IRVINE,

CALIFORNIA 2506

CALIFORNIA 92606

or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 2,868.52

4. BORROWER'S RIGHT TO PREPAY **See attrached Prepayment Note Addendum.

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment," When I make a Prepayment, twilt tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments for under the Note. I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayment to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

NEW YORK FIXED RATE NOTE-Single Family Famile MacFreddle Mac UNIFORM INSTRUMENT Form 3233 1/01

LENDER'S ASSIGNMENT OF MORTGAGE

Shows the Corrective Assignment was recorded June 27 2014. **Incorrect Recording Location: Recorded in Brookhaven instead of Islip.**



1	2 .		
This document will be public record. Please remove all Social Security Numbers		2014 Jun JUDITH CL SUFFE	ECORDED 27 10:58:30 AM H A. PASCALE LERK OF OLK COUNTY 1000022501 P 856
prior to recording. Deed / Mortgage Instrument	Deed / Mortgage Tax Stamp	Recording	g / Filing Stamps
3	FEES		g
	765	Mortgage Amt.	
Page / Filing Fee		Basic Tax Additional Total Sub Total	
Notation V/ EA-52 17 (County)	Sub Total 36	Spec./Assit. or Spec./Add.	
A Dist. (Real Property Tax Service Agency Verification	ONWAY, P.C. SUITE 210	Held for Apportune Transfer Tax Mansion Tax The property co or will be implamily dwelling of YES If NO, see apportune to the tax of tax o	Dual County ointment nevered by this mortgage is proved by a one or two only.
Mail to: Judith A. Pascale, Suffolk 310 Center Drive, I www.suffolkcountyny.g	Riverhead, NY 11901 Co. Name	tle Company Info McCabe, Weisberg 560-3347	
8 Suffolk County	Recording & Endor		age
This page forms part of the aby: MERS AS NOMINEE FOR ALLSTATE HOME LOANS INC. TO DEUTSCHE BANK NATIONAL	In the TOWN of _	on is situated in	GAGE made
	or HAMLET ofR		

BORROWER'S CORRECTIVE ASSIGNMENT OF MORTGAGE Shows the Loan was assigned and transferred to



PFCA Home Equity Investment Trust Certificates, Series 2003-IFC6.

Prepared by: David Santa / AT When Recorded Mail To: Ocwen Loan Servicing, LLC 5720 Premier Park Dr. West Palm Beach, FL 33407 Phone Number: 561-682-8835 MERS Ph.#: (888) 679 - 6377

MIN#: 1002143-1000031094-9

CORRECTIVE ASSIGNMENT OF MORTGAGE **NEW YORK**

THE PURPOSE OF THIS ASSIGNMENT IS TO CORRECT THE NAME OF THE ASSIGNOR'S ADDRESS ON THE ASSIGNMENT RECORDED ON MARCH 17, 2010 IN LIBER M00021927 AT PAGE 1 935

This ASSIGNMENT OF MORTGAGE from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS. INC. (MERS), solely as nominee for ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING, its successors and/or assigns whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834, PO Box 2026 Flint, MI 48501-2026 (Assignor) to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6 whose address is c/o Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, (Assignee).

For the sum of ten dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does by these presents hereby grant, bargain. sell, assign, transfer and set over unto the Assignee, its successors, transferees and assigns forever, all of the rights, title and interest of said Assignor in and to the following instrument describing land therein. duly recorded in the Office of the County Recorder of SUFFOLK County, State of NEW YORK, as follows:

Borrower: JOSEPH BANDALOS A.K.A. PHILIP J. BANDALOS, JR. AND KELLY BANDALOS Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING

OPB: \$ 463,000.00

Document Date: NOVEMBER 26, 2003

Date Recorded: APRIL 26, 2004 Instrument Number: CV015198

Book/Volume/Docket/Liber/Reel: M00020724

Page/Folio: 623

Property Address: 3 BEECH DRIVE, RONKONKOMA, NY 11779

Property described as follows:

DISTRICT: 0500

SECTION: 022.00

BLOCK: 02.00

LOT: 005.001



BLOOMBERG SEARCH ON BORROWER'S LOAN OF \$463,000.00 ZIP CODE 11779 Shows the Loan is in PFCA Home Equity Investment Trust Certificates, Series 2003-IFC6.

PFCA 20	03-IFC6	A Mtge		Quic	k Views 🔻		Ex	(port		
						Loan L	evel	95) All Colla	iteral /	As of 02/2023
			Count		Current I	Balance	Deal%	WALTV	Score	Original
	All Loans	in Group	2,380		11,586	5,590.77	100.00%	45.5		488,95
Jump to C	Column				96) Clear Filte	ers				
Loan ID		Original Balance	1 Is Advancing	Groups	Modification Type	Modification .	. Gross Co Origina	tion Not Payment Due	Original Payment	IO TermHPI A Credi
	92629 4.2	488,957,322.9	7 No 87.6				5.7032	6.2261 2,802,332.81	3,193,805.95	22.03
235) 1103129837		463,000.0		0			6.3750	2,107.52	2,888.52	30.00
236) 1103078856		462,000.0	0	Ü			6./500	2,598./5	2,598./5	68.00
237) 1103096631	95405	460,000.0					5.8750	1,476.30	3,850.75	52.00
238) 1103096590	94553	460,000.0					6.1250	2,143.36	2,795.01	58.00
239) 1100379775	93436	455,000.0	0				5.8750	2,180.24	2,227.60	7 89.00
240) 1103118388	96793	455,000.0					6.5000	2,318.52	2,875.91	49.00
241) 1103090877		450,750.0					6.0000	2,702.47	2,702.47	72.00
242) 1103064491	10019	450,000.0					5.3750	1,664.87	2,519.87	12.00
243) 1103052491	10605	450,000.0					6.0000	1,771.26	2,697.98	48.00
244) 1103090216		450,000.0					5.8750	2,661.92	2,661.92	59.00
245) 1103117674		450,000.0					6.7500	2,918.69	2,918.69	67.00
246) 1103056681		450,000.0					5.3750	1,665.45	2,519.87	42.00
247) 1103090215		450,000.0					5.8750	2,661.92	2,661.92	43.00
248) 1103096644	94941	450,000.0	0	0			5.7500	2,626.08	2,626.08	49.00



PFCA Home Equity Investment Trust 2003-IFC6

Deutsche Bank

Mortgage Pass-Through Certificates

February 24, 2014 Distribution

Foreclosure Report

Loan Number	Original	Stated		Current	State &		First
&	Principal	Principal	Paid to	Note	LTV at	Original	Payment
Loan Group	Balance	Balance	Date	Rate	Origination	Term	Date
Became Foreclosure	Property in a Prior	Period:					
1100380011 1	131,000.00	142,029.44	01-Nov-2013	3.375%	CO - 74.86%	360	01-Sep-2003
1100380554 1	214,400.00	211,623.58	01-Jun-2013	2.875%	CA - 79.99%	360	01-Sep-2003
1103040969 1	105,000.00	91,616.67	01-Jun-2004	6.750%	PA - 70.00%	360	01-Dec-2003
1103052531 1	550,000.00	444,722.41	01-Oct-2009	5.125%	NY - 55.00%	360	01-Nov-2003
1103082591 1	146,300.00	138,667.13	01-Dec-2011	3.000%	FL - 95.00%	360	01-Nov-2003
1103084046 1	145,000.00	124,574.48	01-Jan-2011	7.375%	FL - 61.71%	360	01-Nov-2003
1103089001 1	225,000.00	80,396.57	01-May-2012	4.875%	NY - 67.00%	180	01-Oct-2003
1103089163 1	275,000.00	262,014.74	01-May-2012	3.000%	NY - 44.00%	360	01-Oct-2003
1103090875 1	217,500.00	173,285.75	01-Sep-2010	5.500%	OR - 75.00%	360	01-Oct-2003
1103096269 1	382,800.00	336,809.14	01-Nov-2008	6.875%	FL - 94.99%	360	01-Feb-2004
1103097018 1	142,500.00	120,000.15	01-Dec-2011	4.500%	FL - 95.00%	360	01-Dec-2003
1103099796 1	249,600.00	243,275.73	01-May-2013	3.000%	NY - 80.00%	360	01-Jan-2004
1103103063 1	126,000.00	111,892.17	01-Jan-2011	7.500%	FL - 90.00%	360	01-Dec-2003
1103104530 1	144,000.00	138,260.02	01-Oct-2004	8.500%	LA - 90.00%	360	01-Feb-2004
1103113120 1	80,500.00	60,875.13	01-Jun-2011	6.750%	DE - 63.89%	360	01-Dec-2003
1103117493 1	139,950.00	126,119.82	01-Jun-2013	2.000%	CA - 90.00%	360	01-Feb-2004
1103117735 1	160,000.00	146,776.10	01-Oct-2011	3.500%	CA - 80.00%	360	01-Feb-2004
1103119124 1	465,700.00	467,583.21	01-Jun-2012	3.000%	MA - 89.05%	360	01-Jan-2004
1103123129 1	640,000.00	547,364.03	01-Nov-2011	6.250%	CA - 80.00%	360	01-Mar-2004
1103123250 1	120,000.00	104,924.36	01-May-2012	7.625%	NY - 35.30%	360	01-Jan-2004
1103123276 1	188,000.00	159,232.44	01-Nov-2013	6.625%	WA - 78.00%	360	01-Jan-2004
1103125730 1	160,000.00	145,148.89	01-Dec-2008	6.625%	FL - 80.00%	360	01-Feb-2004
1103129837 1	463,000.00	396,710.49	01-Jul-2009	6.375%	NY - 69.11%	360	01-Jan-2004
2503032962 1	143,000.00	135,910.11	01-Apr-2004	7.500%	FL - 76.48%	360	01-Dec-2003
2503036784 1	180,000.00	155,304.95	01-Jun-2012	7.500%	FL - 90.00%	360	01-Dec-2003
2503038086 1	214,700.00	130,085.77	01-Sep-2009	4.000%	FL - 95.00%	360	01-Dec-2003

SECTION 2: SECURITIZATION SECURITIZATION PARTICIPANTS:

PRIVATE PLACEMENT



ORIGINATOR/LENDER	SPONSOR/SELLER	DEPOSITOR
ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING	IMPAC FUNDING CORP.	IMPAC SECURED ASSETS CORP.
ISSUING ENTITY	TRUSTEE	MASTER SERVICER/ SERVICER
PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6	DEUTSCHE BANK NATIONAL TRUST COMPANY	IMPAC FUNDING CORP.
CUSTODIAN	MATURITY DATE	CLOSING DATE
DEUTSCHE BANK NATIONAL TRUST COMPANY	APRIL 22, 2035	DECEMBER 03, 2003

^{*} This is a private placement as defined in Rule 144a of the Securities Act of 1933. As such, a prospectus and other investor information are not publicly disclosed. This type of report may otherwise include extracts of the prospectus supplement (Form 424B5) indicating the securitization transaction parties; assignment and delivery of the mortgage loans; and extracts of the Pooling and Servicing Agreement, notably the conveyance of the loan verbiage generally placed into "Section 2.01" of such agreements.

This private placement is an indication that the note has been sold and securitized to third parties similar to publicly reporting mortgage trusts.

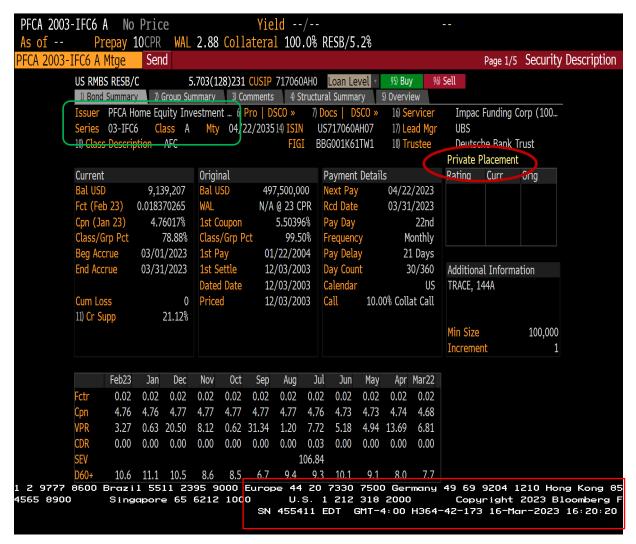
BLOOMBERG SCREENSHOT SHOWS

PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6

IS A PRIVATE PLACEMENT TRUST

Page | 11

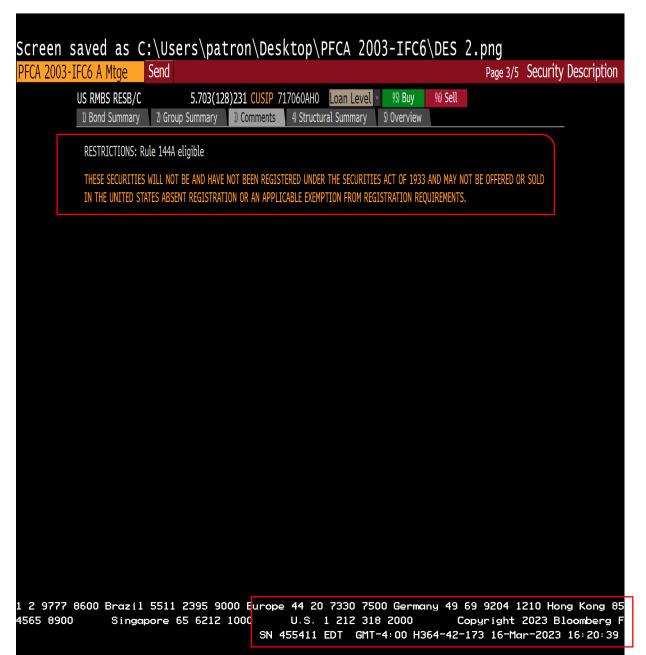




The research products for this report are derived from a search of BLOOMBERG records. The Note and Mortgage have taken two distinctly different paths. The Note was securitized into a private placement, PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6. Private placement trusts like PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6 will not and have not been registered under the Securities Act of 1933 and may not be offered or sold in the United States. PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6 does not have a Prospectus & Pooling and Servicing Agreement (PSA) available on the SEC website.

RULE 144A EXEMPTION FROM SEC REGISTRATION







Private placements are offered to a relatively small number of persons and does not have to be registered with the Securities and Exchange Commission. In many cases, detailed financial information is not disclosed and the requirement for a prospectus is waived.



not restricted in the affiliate's hands.

https://www.sec.gov/investor/pubs/rule144.htm

issuer. Control means the power to direct the management and policies of the company in question, whether through the ownership of voting securities, by contract, or otherwise. If you buy securities from a controlling person or "affiliate," you take restricted securities, even if they were

If you acquire restrictive securities, you almost always will receive a certificate stamped with a "restrictive" legend. The legend indicates that the securities may not be resold in the marketplace unless they are registered with the SEC or are exempt from the registration requirements.

Certificates for control securities usually are not stamped with a legend.

SECTION 3: FORECLOSURE

Q



Recorded Events on the Loan Including Foreclosure Issues and Securitization

Recorded Chain	of Mortgage Possession	Chain of	f Note Possession
Date	Original Mortgage	Date	Note Holder
April 26, 2004 Instrument # Liber: M00020724 Page: 623 Official Records, Suffolk County New York	JOSEPH BANDALOS A.K.A. PHILIP J. BANDALOS JR. AND KELLY BANDALOS (Borrower) ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING (Lender) MIN # 1002143-1000031094-9	November 26, 2003	ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING (Lender) Principal Amount: \$463,000.00 LOAN # 1103129837
March 09, 2010 Instrument # LIBER: M00020724 PAGE:623 Official Records, Suffolk County New York	LIS PENDENS		
March 17, 2010 Instrument # LIBER: M00021927 PAGE:935 Official Records, Suffolk County New York	Assignment of Mortgage to Deutsche Bank National Trust Company, as Trustee for PFCA Home Equity Investment Trust Certificates, Series 2003-IFC6. Signed by Elpiniki M. Bechakas as Assistant Secretary and Vice President, on behalf of MERS without disclosure of true employment and compensation by the law firm of Steven J. Baum.	December 03, 2003	PFCA Home Equity Investment Trust Certificates, Series 2003- IFC6 Issuing Entity Principal Amount: \$463,000.00
June 27, 2014 Instrument # LIBER: M00022501 PAGE 856 Official Records, Suffolk County New York	Corrective Assignment of Mortgage to Deutsche Bank National Trust Company, as Trustee for PFCA Home Equity Investment Trust Certificates, Series 2003-IFC6. Signed by Samir Margetic as Assistant Secretary, on behalf of MERS without disclosure of true employment.		



May 06, 2015 Instrument # LIBER: M00020724 PAGE: 623 Official Records, Suffolk County New York	LIS PENDENS.	
July 19, 2019 Instrument # LIBER: M00020724 PAGE: 623 Official Records, Suffolk County New York	LIS PENDENS	

Note: The above analysis covers primary active loan. Annotated DataTree search located in Exhibit I.

REPORT SUMMARY

Mortgage:

On November 26, 2003, Debtors JOSEPH BANDALOS A.K.A. PHILIP J. BANDALOS JR. AND KELLY BANDALOS executed a negotiable promissory note and a security interest in the form of a MORTGAGE in the amount of \$463,000.00. This document was filed as document number Liber: M00020724 Page: 623 in the Official Records of Suffolk County. *The original*



lender of the promissory note and beneficiary of the Mortgage is ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING. Mortgage Electronic Registration Systems, Inc. (hereafter "MERS") is not named as the payee of the note, but is named and acting solely as a "nominee" for the lender as the beneficiary of the security interest Security Deed.

Securitization (The Note):

■ The NOTE was sold, transferred, assigned and securitized into the **PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6** with a Closing Date of December 03, 2003.

Lis Pendens:

• On March 09, 2010, a Lis Pendens was recorded in the Official Records, Suffolk County as instrument number LIBER: M00020724.

Assignment of Mortgage:

• On March 17, 2010, an Assignment of Mortgage was recorded in the Official Records, Suffolk County as instrument number LIBER: M00021927 PAGE:935 to Deutsche Bank National Trust Company, as Trustee for PFCA Home Equity Investment Trust Certificates, Series 2003-IFC6. This document was signed by Elpiniki Bechakas as Assistant Secretary and Vice President. for Mortgage Electronic Registration Systems, Inc. without disclosure of Stephen J. Baum, PC employment. Approximately six (6) years had gone by since note was placed into PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6 and examiner therefore recommends production and review of the then notarized bill of sale; note endorsement; and verifiable proof of funds prior to the closing date of December 03, 2003, starting with original Lender; ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING., to Sponsor/Seller; IMPAC Funding Corp. to Depositor; IMPAC SECURED ASSETS CORP. into the Trust; PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6 for approval of this Assignment of Mortgage. Examiner considers this a document of impropriety requiring rescission for rightful foreclosure to take place until actual purchase by above parties is verified.

Corrective Assignment of Mortgage:

On June 27, 2014, a Corrective Assignment of Mortgage was recorded in the Official Records, Suffolk County as instrument number LIBER: M00022501 PAGE 856 to Deutsche Bank National Trust Company, as Trustee for PFCA Home Equity Investment Trust Certificates, Series 2003-IFC6. Document was signed by Samir Margetic for Mortgage Electronic Registration Systems, Inc. without disclosure of true employment. Approximately ten (10)



years had gone by since note was placed into PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6 and examiner therefore recommends production and review of the then notarized bill of sale; note endorsement; and verifiable proof of funds prior to the closing date of December 03, 2003, starting with original Lender; ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING., to Sponsor/Seller; IMPAC Funding Corp. to Depositor; IMPAC SECURED ASSETS CORP. into the Trust; PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6 for approval of this Assignment of Mortgage. Examiner considers this a document of impropriety requiring rescission for rightful foreclosure to take place until actual purchase by above parties is verified.

Lis Pendens:

• On May 06, 2015, a Lis Pendens was recorded in the Official Records, Suffolk County as instrument number LIBER: M00020724 PAGE: 623.

Lis Pendens:

• On July 19, 2019, a Lis Pendens was recorded in the Official Records, Suffolk County as instrument number LIBER: M00020724 PAGE: 623.

ROBO-SIGNING ANALYSIS AND FINDINGS

ASSIGNMENT OF MORTGAGE # 1 - Recorded March 17, 2010

(Mortgage Assignment and Corrective Mortgage Assignment signed by employees of Steven Baum, conflict of interest.).



Elpiniki M. Bechakas signs for Mortgage Electronic Registration Systems, Inc., as assistant secretary and Vice President without disclosure of employment by the law firm of Steven J. Baum agent as attorney. This is an indication that the law firm of Steven J. Baum assigned the Mortgage to client Deutsche Bank National Trust Company, as Trustee for PFCA Home Equity Investment Trust Certificates, Series 2003-IFC6 without the truth of employment of Elpiniki Bechakas.

Loan # 0359039891

ASSIGNMENT OF MORTGAGE

County of SUFFOLK, State of New York

Assignor: Mortgage Electronic Registration Systems, Inc., as nominee for Allstate Home Loans, Inc. d/b/a Allstate Funding its successors and assigns, 3300 SW 34th Avenue Suite 101, Ocala, FL 34474

Assignee: Deutsche Bank National Trust Company, as Trustee for PFCA Home Equity Investment Trust Certificates Series 2003-IFC6, 300 Grand Avenue, Los Angeles, CA 90071

Original Lender: Mortgage Electronic Registration Systems, Inc., as nominee for Allstate Home Loans, Inc. d/b/a Allstate Funding its successors and assigns

Mortgage made by PHILIP J. BANDALOS, JR. A/K/A JOSEPH BANDALOS. KELLY BANDALOS dated the 26th day of November, 2003 in the amount of Four hundred and sixty three thousand dollars (\$463,000.00) and interest recorded on the 26th day of April. 2004 in the Office of the Clerk of the County of SUFFOLK at Liber 20724 of Mortgages at Page

This said mortgage has not been otherwise assigned.

Property Address: 3 BEECH DRIVE, RONKONKOMA, NY 11779-0000

Know that All Men By These Present in consideration of the sum of One and No/100th Dollars and other good valuable consideration, paid to the above Named assignor, the receipt and sufficiency of which is hereby acknowledged the Said Assignor hereby assigns, unto the above named Assignee the said Mortgage, and the full benefit of all the powers and of all the covenants and Provisions therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and also the said property unto the said Assignee forever, subject to the terms

THIS Assignment is not subject to the requirement of Section 275 of the Real Property Law because it is within the

secondary mortgage market.

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed by its duly authorized officer this 4th day of

IN PRESENCE OF

Steven J. Baum, PC 220 Northpointe Pkwy., Suite B Amherst, NY 14228

Mortgage Electronic Registration Systems, Inc. nominee for Allstate Home Loans, Inc. Allstate Funding its successors and assigns

BY: 2 pm M Blchalus Elpiniki M. Bechakas Assistant Secretary and Vice President

State of New York

County of Erie ss:

On the 4th day of March, in the year 2010 before me, the undersigned, a notary public in and for said state, personally appeared Elpiniki M. Bechakas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Jeanette Shellga
Notary Public State of New York
Qualified in Nogara County
My Commission Expires July 27,

83019

Elpiniki M. Bechakas seems to be an employee and / or attorney in the law firm of Steven Baum. She signed many different job titles on mortgage-related documents often using different titles in the same month and/or same year. She often signed as an officer of MERS or Assistant Secretary of MERS.





Titles attributed to Elpiniki M. Bechakas include but not limited to the following:

Vice President and Assistant Secretary of MERS as nominee for:

- 1. Lancaster Mortgage Bankers (See assignment recorded xxx)
- 2. HSBC Mortgage Corp (Assignment of Mortgage recorded xxx)
- 3. Golden Empire Mortgage Inc (Assignment of Deed of Trust recorded xxx)
- 4. EquiFirst Corp (Assignment of Deed of Trust recorded xxx)
- 5. Security National Mortgage Company (See Assignment of Deed of Trust recorded xxx)
- 6. Western Residential Mortgage Inc (See Assignment of Deed of Trust recorded xxx)
- 7. MortgageIt Inc (See Assignment of Mortgage recorded xxx)
- 8. Weichert Financial Services (See Assignment of Mortgage recorded xxx)
- 9. Fremont Investment and Loan (See Assignment of Mortgage recorded xxx)
- 10. Land America (See Assignment of Mortgage recorded xxx)

A sample of different positions is shown in Exhibit A. Mortgage Electronic Registration Systems Inc., as nominee for Lend America, its successors and

assigns

Elpiniki M. Bechakas

Assistant Secretary and Vice President

BY: Park Bolling British By Belling British Br

COPYRIGHTEE

Mortgage Electronic Registration Systems, Inc. as nominee for EquiFirst Corporation its success as and assigns

Mortgage Electronic Registration Systems, Inc. as nominee for Golden Empire Mortgage, Inc. its

Different Positions Held by Elpiniki M Bechakas

Mortgage Electronic Registration Systems, Inc. as nominee for Security National Mortgage Company, a Utah Corporation its successors and assigns

Epum pernang Elpiniki M. Bechakas

Assistant Secretary and Vice President

Bankers its

Elpiniki M. Bechakas

Assistant Secretary and Vice President

RIGHTS RESE Mortgage Electronic Registration Systems, Inc., as nomince for HSBC Mortgage Corporation (USA) its successors and assigns

BY: May In Sechalors
Elpiniki M. Bechakas

Assistant Secretary and Vice President

https://www.protitleusa.com/elpiniki_bechakas.aspx







Categorized | STOP FORECLOSURE FRAUD

NY Judge Slams Steven Baum's Elpiniki Bechakas MERS Assignment "These actions undoubtedly raise the appearance of impropriety"

Posted on 28 October 2011. Tags: <u>assignment of mortgage</u>, <u>Bank of New York Mellon</u>, <u>Elpiniki Bechakas</u>, <u>MERS</u>, <u>MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC.</u>, <u>Nancy Martinez</u>, <u>new york</u>, <u>settlement</u>, <u>Steven J. Baum p.c.</u>, <u>Supreme Court</u>













Decided on October 28, 2011

Supreme Court, Queens County
The Bank of New York Mellon F/K/A THE BANK OF NEW
YORK, AS TRUSTEE FOR THE CERTIFICATE HOLDERS
CWABS, INC., ASSETBACKED CERTIFICATES, SERIES
2006-IMI 400 Countrywide Way Simi Valley, CA 93065,
Plaintiff,



http://stopforeclosurefraud.com/2011/10/28/ny-judge-slams-steven-baums-elpiniki-bechakas-mers-assignment-these-actions-undoubtedly-raise-the-appearance-of-impropriety/

The question becomes, why does the Assignee or their agent normally sign an Assignment of



Mortgage when it is clear that this is the role of the Assignor? If the Assignor is truly receiving funds for equivalent value of the note based on current market conditions, then they should be willing to sign transfers of lien and endorse notes to the new holder in due course. Because this does not happen in this case and most others, almost every Assignment of Mortgage is suspect in Examiner's experience. The primary case is that the signer signs for a concealment entity or other entity they do not work for without disclosure of true employment; or they sign that they are "attorney in fact" for the Assignor. This particular case has the former such examples. And mere statements that are unsupported are just that. Statements without evidence that should instead be weighed in the balances to determine the facts.

Elpiniki M. Bechak as seems to be an employee and / or attorney in the law firm of Steven J. Baum. Elpiniki M. Bechak signed many different job titles on mortgage-related documents often using different titles in the same month and/or same year. Elpiniki M. Bechak often signed as an officer of MERS or Assistant Secretary of MERS.

Titles attributed to **Elpiniki M. Bechak** as include but not limited to the following:

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- 1. Lancaster Mortgage Bankers (See assignment recorded xxx)
- 2. HSBC Mortgage Corp (Assignment of Mortgage recorded xxx)
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- 4. EquiFirst Corp (Assignment of Deed of Trust recorded xxx)
- 5. Security National Mortgage Company (See Assignment of Deed of Trust recorded xxx)
- 6. Western Residential Mortgage Inc (See Assignment of Deed of Trust recorded xxx)
- 7. MortgageIt Inc (See Assignment of Mortgage recorded xxx)
- 8. Weichert Financial Services (See Assignment of Mortgage recorded xxx)
- 9. Fremont Investment and Loan (See Assignment of Mortgage recorded xxx)
- 10. Land America (See Assignment of Mortgage recorded xxx)



Home > Lawyer Profile

Lawyers & Law Firms

Elpiniki M. Bechakas - Lawyer Profile

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Top 10 Lists



Elpiniki M. Bechakas *Associate*

Steven J. Baum, P.C. 220 Northpointe Pkwy., Ste. G Amherst, New York (Erie Co.)

Profile Visibility [i]

#2 in weekly profile views out of 195 lawyers in Amherst, New York #37,655 in weekly profile views out of 1,629,339 total lawyers Overall

₹ Experience & Credentials

University	State University of New York at Buffalo, B.A.
Law School	State University of New York at Buffalo, J.D.
Admitted	1991
ISLN	902327878

http://www.martindale.com/Elpiniki-M-Bechakas/405412-lawyer.htm

Update this



'Twilight Zone' Foreclosure Law Firm Draws Fine, Suits in New York Courts

By Thom Weidlich and Karen Freifeld | Dec 7, 2010 9:01 PM PT | 0 Comments Email 🙃 Print











Steven J. Baum's New York foreclosure law firm has attracted lawsuits and fines for its actions during the housing crisis, with one judge likening its conduct to something out of the "Twilight Zone."

As recently as last month, Baum's firm, which one lawyer for homeowners said processes about half the foreclosures in New York state, was ordered to pay \$14,532.50 in legal fees and costs and a \$5,000 fine by Nassau County District Court Judge Scott Fairgrieve in Hempstead, New York.

The judge said that when Paul Raia refused to vacate a Garden City co-op after foreclosure, Baum's firm filed an eviction petition that misidentified the lender.



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"Falsities were contained in five paragraphs out of only ten paragraphs in the entire petition," Fairgrieve wrote in his Nov. 23 decision.

All 50 U.S. state attorneys general are investigating whether banks, loan servicers and law firms properly prepared documents to justify hundreds of thousands of foreclosures. The probe came after JPMorgan Chase & Co. and Ally Financial Inc.'s GMAC mortgage unit said they would stop repossessions in 23 states where courts supervise home seizures and Bank of America Corp. froze foreclosures nationwide.

Steven J. Baum PC, located in Amherst, New York, just north of Buffalo, has been accused of overcharging, filing false documents and representing parties on both sides of a mortgage transfer. Baum runs the firm his father founded in 1972, according to a fact-sheet provided by Earl V. Wells III, his spokesman.

Syracuse Grad

Baum is a graduate of Syracuse University, got his law degree from the State University of New York at Buffalo and was admitted to practice law in 1987, according to Martindale.com, a legal directory. Baum answered some

The trustee said Elpiniki M. Bechakas, a Baum lawyer, in her capacity as assistant secretary and vice president of Mortgage Electronic Registration Systems, assigned the mortgage to a Citigroup unit before Baum lawyers filed the motion with the bankruptcy court on behalf of the bank. That put the firm on both sides of the mortgage transfer, Adams said.

http://www.bloomberg.com/news/2010-12-08/-twilight-zone-foreclosure-law-firm-in-n-y-draws-finesuits.html



Signing at a Faster and Faster Clip

An Addison, Texas, foreclosure attorney appears to be a major robo-signer in Dallas County, executing assignments of deeds of trust and substitutions of trustees for myriad entities he doesn't work for. According to the Dallas County Records, "Stephen Porter" from the firm Barrett, Daffin, Frappier, Turner and Engle has signed several thousand such assignments in that county alone. A New York judge has held that under New York law, assigning the right to foreclose to your clients -- -something you can presumably do only if the other entity is also your client -- -is a conflict of interest unless both clients sign off. I called the firm for comment twice, but as of publication have not heard back.

Porter first appears in the records in 1977, but that doesn't explain why he has signed nearly 8,400 documents in the land records, most of which are assignments and substitutions. Indeed, by January 2006, he had appeared in the records only about 200 times. Starting in 2006, however, his signing practices really took off: over 500 documents in that year alone. This year he's signed over 3,100 documents through Oct. 27. While that's not robo-signing on the scale of those who signed hundreds of documents a day, these are filings in only one county, and it's not even a county in one of the hardest-hit states like California, Florida and Arizona.

There is no evidence that Elpiniki Bechakas also represented original lender, ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING.

She simply hides behind a concealment entity specially established for the purpose of foreclosure, namely Mortgage Electronic Registration Systems, Inc.



Foreclosure law firm Steven J. Baum closed down over foreclosure-related work.

The following is a sample article. Photo shows former employees mocking those losing homes by labeling them as third-party squatters. Fannie Mae and Freddie Mac stopped giving them business.

Foreclosure Firm Steven J. Baum to Close Down

BY PETER LATTMAN

A law firm that had become a lightning rod in the controversy over mortgage-foreclosure practices has shut down, costing 89 employees their jobs.

The Steven J. Baum P.C. law firm, which has offices in Amherst, N.Y., and Westbury, N.Y., has filed papers with government agencies notifying them that it plans to close. It made the filings under a federal law requiring employers to provide notice before mass layoffs.

"Disrupting the livelihoods of so many dedicated and hardworking people is extremely painful, but the loss of so much business left us no choice but to file these



In a photo from a former employee of the law firm of Steven J. Baum, two employees mocked homeowners whose homes had been foreclosed.

notices," said Mr. Baum in a statement issued on Monday. A firm spokesman said it would have no further comment beyond the release.

http://dealbook.nytimes.com/2011/11/21/foreclosure-firm-steven-j-baum-to-close-down/

The depth of her level of first-hand knowledge of the subject Assignment and of fraudulent intent of signing for known concealment entity Mortgage Electronic Registration Systems, Inc. in posing as an Assignor representative instead of disclosing her true employment and any representation of the Assignee, are matters for discovery.



ASSIGNMENT # 2 - Recorded June 27, 2014

In similar manner, Cynthia Santos or an employee signing for her without disclosure states she is Assistant Secretary of Mortgage Electronic Registration Systems, Inc., without disclosure of likely employment by Assignee agent Bank of America. No evidence was found that this was an arm's length transaction "For Value Received." This is also a non-Depositor Assignment signed after trust closing date and thus invalid.

Prepared by: David Santa / AT When Recorded Mail To: Ocwen Loan Servicing, LLC 5720 Premier Park Dr, West Palm Beach, FL 33407 Phone Number: 561-682-8835 MERS Ph.#: (888) 679 – 6377 MIN#: 1002143-1000031094-9

CORRECTIVE ASSIGNMENT OF MORTGAGE NEW YORK

**THE PURPOSE OF THIS ASSIGNMENT IS TO CORRECT THE NAME OF THE ASSIGNOR'S ADDRESS ON THE ASSIGNMENT RECORDED ON MARCH 17, 2010 IN LIBER M00021927 AT PAGE
935**

This ASSIGNMENT OF MORTGAGE from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), solely as nominee for ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING, its successors and/or assigns whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834, PO Box 2026 Flint, MI 48501-2026 (Assignor) to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6 whose address is c/o Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409, (Assignee).

For the sum of ten dollars (\$10.00) cash and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor does by these presents hereby grant, bargain, sell, assign, transfer and set over unto the Assignee, its successors, transferees and assigns forever, all of the rights, title and interest of said Assignor in and to the following instrument describing land therein, duly recorded in the Office of the County Recorder of **SUFFOLK** County, State of NEW YORK, as follows:

Borrower: JOSEPH BANDALOS A.K.A. PHILIP J. BANDALOS, JR. AND KELLY BANDALOS Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING

OPB: \$ 463,000.00

Document Date: NOVEMBER 26, 2003 Date Recorded: APRIL 26, 2004 Instrument Number: CV015198

Book/Volume/Docket/Liber/Reel: M00020724

Page/Folio: 623

Property Address: 3 BEECH DRIVE, RONKONKOMA, NY 11779

Property described as follows:

DISTRICT: 0500 SECTION: 022.00 BLOCK: 02.00 LOT: 005.001



PAGE 2 OF THE CORRECTIVE ASSIGNMENT SIGNED BY SAMIR MARGETIC

Prepared by: David Santa / AT When Recorded Mail To: Ocwen Loan Servicing, LLC 5720 Premier Park Dr., West Palm Beach, FL 33407 Phone Number: 561-682-8835 MERS Ph.#: (888) 679 – 6377 MIN#: 1002143-1000031094-9

If this loan is secured by an interest in a cooperative Apartment, Assignor hereby assigns all of its right, title and interest in and to the Assignment of Lease and Stock Power executed by the borrower(s) in conjunction with the loan.

This Assignment is not subject to the requirement of section two hundred seventy-five (275) and three hundred twenty-one (321) of the Real Property Law because it is an assignment within the secondary mortgage market.

This Assignment is made without warranty, express or implied, and without recourse to the Assignor in any event whatsoever.

Dated: MAY 1 7 7014

BY: NAME: Samir Margetic	MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), SOLELY AS NOMINEE FOR ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING,
BY: NAME: Samir Margetic	
NAME: Samir Margetic	119 SUCCESSORS AND/OR ASSIGNS
	BY:
W.W. P. A	NAME: Samir Margetic
TITLE: Assistant Secretary	TITLE: Assistant Secretary

Witness my hand and official seal.

Rene A. Ponzio Notary – State of Florida

Notary Public State of Florida Rene A Ponzio My Commission FF 117895



To foreclose on real property, a plaintiff must be able to establish the chain of title entitling him to relief. Nevertheless, MERS has acknowledged, and recent cases have held, that MERS is a mere "nominee"— an entity appointed by the true owner simply for the purpose of holding properties in order to facilitate transactions. Recent court opinions stress that this defect is not just a procedural defect, but is a substantive failure, one that is fatal to the plaintiff's legal ability to foreclose. The first Assignment should have been made starting with the original lender: ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING; to Sponsor IMPAC FUNDING CORP.; to the Depositor, IMPAC SECURED ASSETS CORP. and into the Trust, PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6 (Investor) then Only PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6 can assign any servicer of the loan. Break in the chain of title constitutes a title defect and renders the title to real property unmarketable. In an incomplete chain of title, there is a document or more missing from the chain, without which the whole chain breaks down. A claim of title based on a title document alleged to have been lost or destroyed can only be established by clear, unequivocal and convincing evidence. This heightened burden of proof has been imposed by the courts in order to avoid fraud.

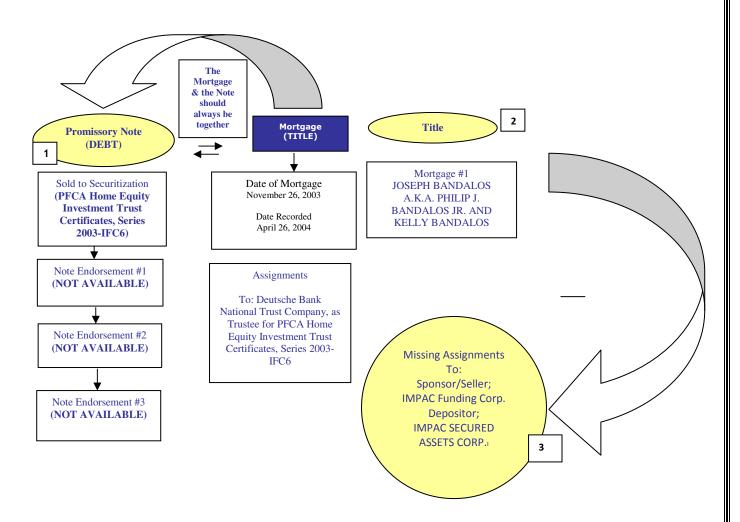
All proper parties need to be named and included in instruments of conveyance. Break in the chain of title occurs when all proper parties have not been included on the conveying instrument. Thus, there is a problem if title was vested in both A and B, but only B conveyed out. An assignment, grant or conveyance shall be void as against any subsequent purchaser or Mortgagee for a valid consideration, without notice, unless it is recorded in the County Recorder's Office within three months of its date or prior to the date of such subsequent purchase or mortgage. In short, if an assignment is not recorded with three months after signing, the assignee stands at risk of having its rights subordinated to a subsequent bona fide purchaser or lender acting without notice of the assignment.

Existing law authorizes the recording of an instrument affecting the title to or possession of real property, as well as the recording of an assignment of a Mortgage. Under existing law, the recordation of an interest in real property provides notice of that interest to subsequent purchasers and mortgagees. Existing law provides that an unrecorded conveyance of real property is void against a duly recorded interest by a subsequent purchaser or mortgagee, if he or she acted in good faith and paid valuable consideration.

Each transfer must be a true sale for purposes of creating a bankruptcy remote structure which was the very purpose of the securitization process. Each transfer must follow the specific steps designated in the structure as set forth in Section 2.01 entitled Conveyance of Mortgage Loans of the Pooling and Servicing Agreement which is the document that set up the Trust ("PSA"). Additionally, all steps in the transfer process must be true and complete sales between the parties in order to qualify the Trust for what is called REMIC qualification under the Internal Revenue Code for Real Estate Mortgage Conduit securitization trusts, or REMIC trusts.



Timeline of Events



It is important to understand each document in a loan transaction. There is the **DEBT** and then there is **TITLE**. Loans (the **DEBT**) are sold into securitization, however unless the chain of **TITLE** also reflects a proper chain of unbroken transfer by way of the properly recorded assignment of the Mortgage, **TITLE** may not have followed, as is the case here:



- **Promissory Note** the Note is the actual **DEBT**. "homeowner borrowed \$463,000.00 to purchase the property, what was purchased is reflected in the debt instrument. It is the most important document, over the **Mortgage**, that should always follow it.
- Mortgage the Mortgage (Warranty, Quit Claim, etc.) is the TITLE to the property itself and never reflects a lender. The homeowner always holds LEGAL title, whereas a lender only holds an EQUITY title position (temporary) until the debt is satisfied. There is NO title deed issued to a Lender unless it is foreclosed or sold to them.
- **Deed of Trust/Mortgage** the **Mortgage** is an ancillary 'contract' that simply states that the homeowner agrees that if they default on payment of the **Note**, then the Lender can take **TITLE** to the property as payment for the defaulted debt. A **Mortgage** does NOT transfer **TITLE** ownership, it merely shows that the loan is "secured" by **TITLE**.

The **Mortgage** must follow the same path as the **Note** – NOT the other way around. If the **Note** goes in one direction and the **Mortgage** in another, transferring the **DEBT ONLY**, while **TITLE** remains with the homeowner, the **DEBT** becomes unsecured. A lender cannot foreclose on an unsecured debt by taking the property as payment. Enforcement of a debt is very different from ownership of title.

I. Recorded April 26, 2004 to ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING.

A Promissory Note (Note) was written on November 26, 2003 in the amount of \$463,000.00 with ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING as lender. (hereafter "ALLSTATE") It is signed by JOSEPH BANDALOS A.K.A. PHILIP J. BANDALOS JR. AND KELLY BANDALOS.

To assure proper transfer of ownership, there are several missing Assignments that includes;

- 1) transfer from originator, Allstate Home Loans, Inc. DBA Allstate Funding to the Sponsor IMPAC Funding Corp.;
- 2) transfer from Sponsor to the Depositor IMPAC Secured Assets Corp..; and
- 3) from Depositor to the issuer PFCA Home Equity Investment Trust Certificates, Series 2003-IFC6.

As such; No legal transfer of the Promissory Note occurred, causing the debt to have become unsecured by title to the property sometime prior to December 03, 2003 (the Closing Date of the Trust).

II. Recorded April 26, 2004

A Mortgage was written on November 26, 2003 (recorded April 26, 2004, doc # Liber: M00020724 Page: 623), in the amount of \$463,000.00 identifying ALLSTATE HOME LOANS, INC. DBA



ALLSTATE FUNDING as lender. It is signed by JOSEPH BANDALOS A.K.A. PHILIP J. BANDALOS JR. AND KELLY BANDALOS. The Mortgage Electronic Registration System (MERS) is identified as nominee/beneficiary therefore their involvement in the initial transaction does not exist and MIN# (1002143-1000031094-9) was assigned. On March 17, 2010, an Assignment of Mortgage was recorded into New York Official Land Record, LIBER: M00021927 PAGE:935. Document alleges ownership transfer from MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS) AS NOMINEE FOR ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING., ITS SUCCESSOR AND ASSIGNS, (ASSIGNOR), to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6, (ASSIGNEE). (Hereafter referred "Trust"). There are several errors of material fact that render this Assignment void on its face: Trust Violations

- 1). The closing date of the Trust is December 03, 2003, therefore the alleged assignment of the loan into the Trust occurring in 2010 is impossible. The Trust could not accept this loan without jeopardizing its tax-exempt status, therefore it would not appear in the Trust's loan schedule at time of closing and when the bonds/certificates were issued. This assignment is void on its face (not "voidable") as it contains critical errors of material fact.
- 2). NO PSA sets forth explicit restrictions on the powers of the Trustee (Deutsche Bank National Trust Company) and prohibits the Trustee from taking any action which would jeopardize the REMIC status of the Trust. Any attempt to accept this loan in 2010 would violate the REMIC provisions of the IRS tax code for several reasons:
 - a). The loan was in default at time of transfer therefore was not a "qualified mortgage loan";
- b). Alleged transfer was six (6) years AFTER the Trust's closing date and after the certificates were issued;
- 3) there was no endorsement of the Promissory Note from the Depositor (IMPAC SECURED ASSETS CORP.) therefore being devoid of the required proper chain of endorsements required by the PSA. (see Affidavit of Thomas J. Adams, Horace vs. LaSalle Bank NA, et al Russell County, AL CV-2008-362))
- 4. As the alleged transfer occurred AFTER closing date, the "Certificateholders" even IF they had standing, would be completely unaware of this loan as the alleged transfer occurred years AFTER the issuance of the certificates, therefore holding no standing to foreclose.
- 6. There would be no recorded IRS Partnership Agreement (form 1065) between the Trustee. The Trustee holds a fiduciary duty to the Trust entity NOT each individual holder or the holders as a collective of the certificates as there is no formalized entity. Investors in the Certificates only benefit from the payments made on those loans (assets) of the Trust not ownership of the loans themselves, making the assignment incorrect.



UCC §2-403(1) is very clear.

"A purchaser of goods acquires all title which his transferor had or had power to transfer,"

Common law Nemo Dat Rule
- 'no one can give what they do not have.'

The Falsus In Uno Doctrine,

states if it is believed a statement on a material issue is intentionally deceitful, the Court may disregard all that witness's testimony coming from the maxim "Falsus in uno, falsus in omnibus" is a Latin term which means "false in one thing, false in everything." It in fact is a legal principle in common law that a witness who testifies falsely about one matter is not at all credible to testify about any other matter.

Opinion Summary

EVIDENCE EXISTS THAT CALLS OWNERSHIP OF THE DEBT AND THE MARKETABILITY OF SUBJECT PROPERTY TITLE INTO QUESTION.

Examiner believes there exists strong evidence that calls into question rightful ownership of TITLE as well as the debt affecting subject property. These issues must be addressed by Court order or other means to restore marketable title.

- The Note, Mortgage and title took three completely different paths causing the debt to have become unsecured sometime PRIOR to 2003.
- 1. The Note stopped at ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING as transfer into a non-existent entity, transfers nothing.
- 2. The Mortgage alleges transfer to the "Certificateholders" who never held an equity title position.
- 3. Legal TITLE remains with the homeowner as there are no other Deeds recorded resulting from a sale via foreclosure.

In examiners opinion, the foreclosure was illegal, constituting fraud upon the homeowner(s), and Court and public land record, theft, and trafficking in stolen property – all criminal actions.

It is of the utmost importance that legal counsel is consulted and/or obtained.

These are very serious and fatal issues that would not be identified by a standard title search as it falls outside a title company's purview yet affects marketable title all the same. Legal ownership of the loan is unknown, however LEGAL TITLE STILL LIES WITH THE



HOMEOWNER, despite being foreclosed and that the entire foreclosure should be unraveled and vacated.

It is important that all questions are resolved, title is reflected accurately and properly recorded, and legal order in the land record for the homeowner to enjoy the full benefits and rights afforded property ownership without fear of possible repercussions at any time in the future.

It is also vital that the County land record for this property is made accurate as so many important decisions rely on this information. Since there are serious questions of ownership of TITLE, client is strongly advised to seek legal counsel.

Examiner's Comments:

This foreclosure may be rendered null and void on any or both of the following grounds: The foreclosing party is not a holder in due course because the chain of endorsements and assignments of the Mortgage, as required in the Private Placement Agreement were not followed;

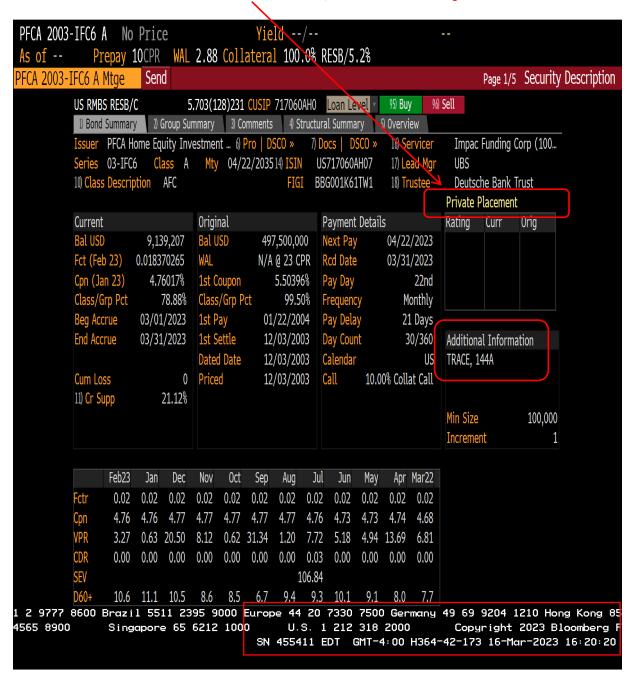
The Mortgage has been assigned but the Fixed-Rate Note has not been accordingly endorsed. Thus, there apparently is a separation of the security instrument from the debt instrument.

The chain of endorsements and assignments are also set to be followed for the trust to qualify as a REMIC under the Internal Revenue Code.



DESCRIPTION OF SECURITY FROM BLOOMBERG

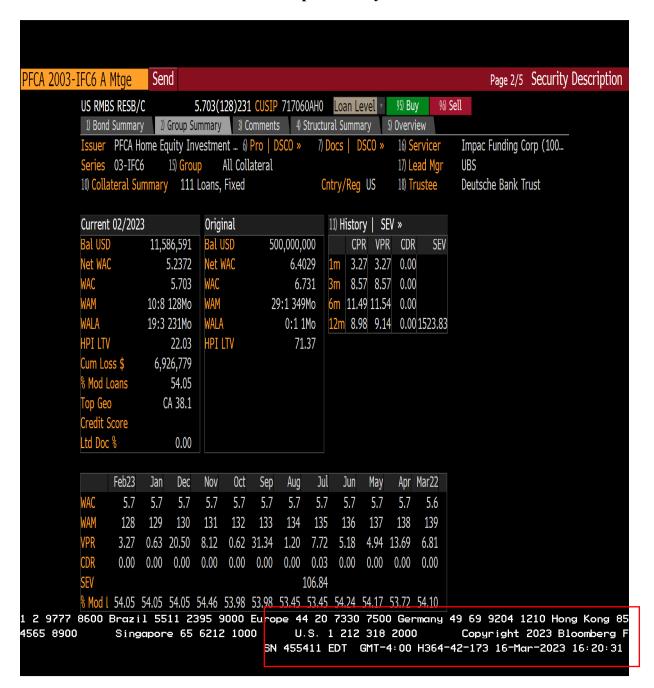
This is a private placement stated to be subject to rule 144(a) of the Securities Act of 1933, restricted to non-US investors, unless otherwise qualified.





SECURITY DESCRIPTION

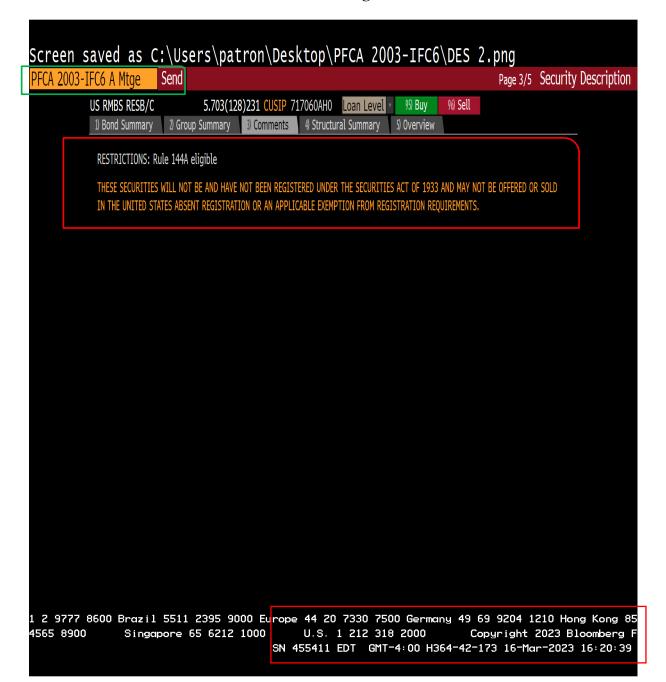
Group Summary





SECURITY DESCRIPTION

Rule 144A eligible





SECURITY DESCRIPTION

Structural Summary





SECURITY DESCRIPTION

Overview





STRUCTURED FINANCE NOTES SCREEN

Lists the related parties to the securitization transaction

PFCA 2003-I	FC6 A No Price	Yield		
As of	Prepay 10CPR WAL 2.	.88 Collateral 100	.0% RESB/5.2%	
Documents •			Str	uctured Finance Notes
	PFCA 2003-IFC6 PFCA H	OME EQUITY INVESTME	ent trust	
	Underwriter	·		
	Lead Manager	UBS		
	Outsinel Countings		Turreles	
	Original Servicers Master IMPAC Fund	ing Corn	Trustee Deutsche Bank Trust	
		age Corporation	Deutsche Dank Hust	
	Jub arine riorty	age corporation	Paying Agent	
			r a jing rigane	
	Originator/Seller	Deal%	Asset Manager	
			Swap Counterparty	
	Incurar	Doole		
	Insurer	Deal%		
 1	500 Brazil 5511 2395	9000 Europe 44	20 7330 7500 Germany 49 69 9204 1	210 Hong Kong 85
4565 8900	Singapore 65 62	12 1000 U.	S. 1 212 318 2000 Copyright	2023 Bloomberg F
		SN 4554	11 EDT GMT-4:00 H364-42-173 16-Ma	r=2023 16:21:08



As of Prepay 10CPR WAL 2.88 Collateral 100.0% RESB/5.2% PFCA 2003-IFC6 A Mtge Setup Alert Settings CUSIP 717060AH0 Coupon 4.760 Issue Date 12/03/2003 CMO AFC Maturity Date 04/22/2035 Agency Rating Type Rating Effective Date,
CUSIP 717060AH0 Coupon 4.760 Issue Date 12/03/2003 CMO AFC Maturity Date 04/22/2035
CMO AFC Maturity Date 04/22/2035
Agency Rating Type Rating Effective Date.
Upgrade Downgrade Affirmation Initial Recent Rating Action
1 2 9777 8600 Brazil 5511 2395 9000 Eu <mark>rope 44 20 7330 7500 Germany 49 69 9204 1210 Hong Kong 89</mark> 4565 8900 Singapore 65 6212 1000
SN 455411 EDT GMT-4:00 H364-42-173 16-Mar-2023 16:23:36

VIEW ALL LOAN CLASSES SCREEN

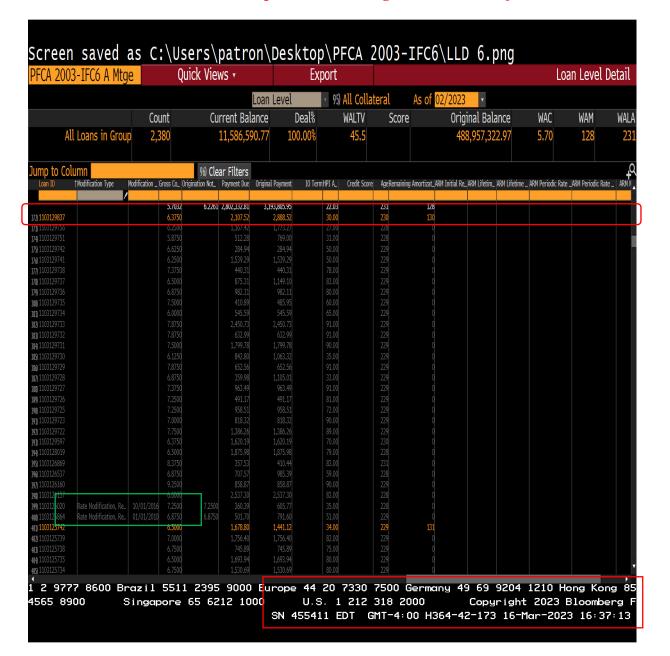


This screen shows 1 investment class into the trust.



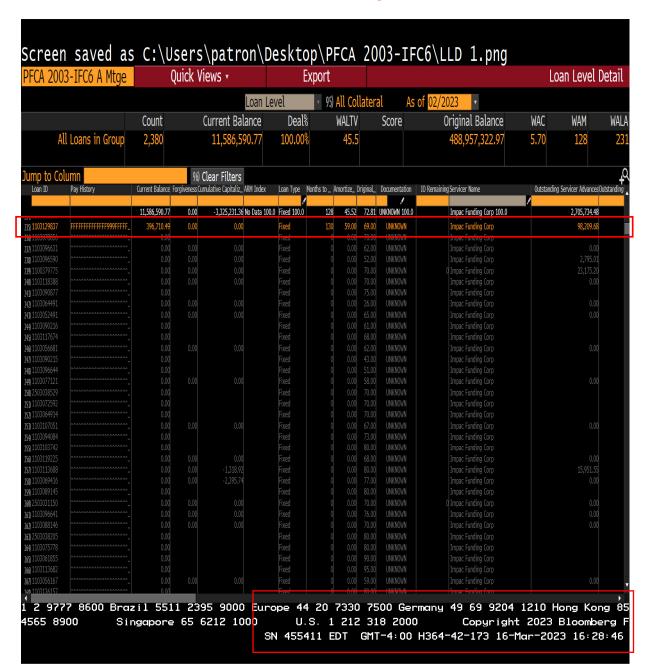


No Modification or Recapitalization were granted to the subject loan.





Loan is in full Foreclosure from 01/2022 through 02/2023. The Loan Balance has not change since 06/2012.



LOAN LEVEL DETAIL: LOAN HISTORY



Loan is in full Foreclosure from 01/2022 through 02/2023. The Loan Balance has not change since 06/2012. The Servicer name listed on Bloomberg is IMPAC Funding Corp. and not PHH Servicing.

Date	Loan ID	PayHisto y	Balance	Loan Type	Servicer Name	žip	Original Balance	Gross Cpn F	Payment Due
02/2023	1103129837	FFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
01/2023	1103129837	FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
12/2022	1103129837	FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
11/2022	1103129837	FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
10/2022	1103129837	FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
09/2022	1103129837	FFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
08/2022	1103129837	FFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
07/2022	1103129837	FFFFFFF999	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
06/2022	1103129837	FFFFFF9991	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
05/2022	1103129837	FFFFF999FI	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
04/2022	1103129837	FFFF999FFI	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
03/2022	1103129837	FFF999FF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
02/2022	1103129837	FF999FFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
01/2022	1103129837	F999FFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
12/2021	1103129837	999FFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
11/2021	1103129837	99FFFFFF99	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
10/2021	1103129837	9FFFFFF991	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
09/2021	1103129837	FFFFFF99FF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
08/2021	1103129837	FFFFF99FFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
07/2021	1103129837	FFFF99FFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
06/2021	1103129837	FFF99FFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
05/2021	1103129837	FF99FFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
04/2021	1103129837	F99FFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
03/2021	1103129837	99FFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
02/2021	1103129837	9FFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
01/2021	1103129837	' FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
12/2020	1103129837	' FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
11/2020	1103129837	FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
10/2020	1103129837	FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
09/2020	1103129837	FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
08/2020	1103129837	FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
07/2020	1103129837	FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
06/2020	1103129837	FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52



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05/2020	1103129837 FFFFFFF99	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
04/2020	1103129837 FFFFFFF999	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
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01/2020	1103129837 FFFF99999	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
12/2019	1103129837 FFF999999	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
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09/2019	1103129837 999999999	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
08/2019	1103129837 999999999	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
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04/2019	1103129837 999999999	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
03/2019	1103129837 999999999	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
02/2019	1103129837 999999999	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
01/2019	1103129837 999999999	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
12/2018	1103129837 999999999	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
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03/2018	1103129837 FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
02/2018	1103129837 FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
01/2018	1103129837 FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
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11/2017	1103129837 FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
10/2017	1103129837 FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
09/2017	1103129837 FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
08/2017	1103129837 FFFFFFFFF	396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
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06/2017	1103129837 FFFFFFFF	F 396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
05/2017	1103129837 FFFFFFFF	F 396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
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01/2017	1103129837 FFFFFFFF	F 396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
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11/2016	1103129837 FFFFFFFF	F 396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
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09/2016	1103129837 FFFFFFFF	F 396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
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10/2015	1103129837 FFFFFFFF	F 396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
09/2015	1103129837 FFFFFFFF	F 396710.49	Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
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12/2014	1103129837 FFFFFFFF			Impac Funding Corp	11779	463000	6.375	2107.52
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09/2014	1103129837 FFFFFFFCF	396710.49 Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
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04/2014	1103129837 FFCFFFFF	396710.49 Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
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09/2013	1103129837 FFFFFFFF	396710.49 Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
08/2013	1103129837 FFFFFFFF	396710.49 Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
07/2013	1103129837 FFFFFFFF	396710.49 Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
06/2013	1103129837 FFFFFFFF	396710.49 Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
05/2013	1103129837 FFFFFFFF	396710.49 Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
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12/2012	1103129837 FFFFFFFF	396710.49 Fixed	Impac Funding Corp	11779	463000	6.375	2107.52
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06/2012	1103129837 FFFFFFFF	396710.49 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
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03/2012	1103129837 FFFFFFFF	399028.8 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
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12/2011	1103129837 FFFFFFFF	401310.56 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
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11/2011	1103129837 FFFFFFFFF 402063.12 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
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05/2011	1103129837 FFFFFFFFF 406495.69 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
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02/2011	1103129837 FFFFFFFFF 408659.7 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
01/2011	1103129837 FFFFFFFFF 409373.42 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
12/2010	1103129837 FFFFFFFFF 410083.37 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
11/2010	1103129837 FFFFFFFFF 410789.57 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
10/2010	1103129837 FFFFFFF95 411492.04 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
09/2010	1103129837 FFFFFFF995 412190.8 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
08/2010	1103129837 FFFFFF999(412885.86 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
07/2010	1103129837 FFFFF9996: 413577.25 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
06/2010	1103129837 FFFF99963 414264.99 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
05/2010	1103129837 FFF99963C 414949.09 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
04/2010	1103129837 FF99963CC 415629.58 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
03/2010	1103129837 F99963CCC 416306.47 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
02/2010	1103129837 99963CCC(416979.78 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
01/2010	1103129837 9963CCCC(417649.54 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
12/2009	1103129837 963CCCCC(418315.76 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
11/2009	1103129837 63CCCCCC(418978.46 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
10/2009	1103129837 3CCCCCCC(419637.65 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
09/2009	1103129837 CCCCCCCC 420293.36 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
08/2009	1103129837 CCCCCCCC' 420945.61 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
07/2009	1103129837 CCCCCCC^(421906.41 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
06/2009	1103129837 CCCCCC^C(422862.13 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
05/2009	1103129837 CCCCC^CC(423812.8 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
04/2009	1103129837 CCCC^CCC(424758.45 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
03/2009	1103129837 CCC^CCCC 425699.1 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52
02/2009	1103129837 CC^CCCCC 426634.78 Fixed	Impac Funding Corp	11779	463000	6.375	2888.52



FDRA

01/2009	1103129837	C^CCCCCC(427565.52 Fixed
11/2008	1103129837	CCCCCCCC	429500.26 Fixed
10/2008	1103129837	CCCCCCCC	430415.85 Fixed
09/2008	1103129837	CCCCCCCC,	431326.6 Fixed
08/2008	1103129837	CCCCCCC,	432232.54 Fixed
07/2008	1103129837	CCCCCC^^/	433133.69 Fixed
06/2008	1103129837	CCCCCvvv	434030.08 Fixed
05/2008	1103129837	CCCC	434921.74 Fixed
04/2008	1103129837	CCC^^^^	435808.68 Fixed
03/2008	1103129837	CC^^^^	436690.94 Fixed
02/2008	1103129837	Cvvvvvv	437568.53 Fixed
12/2003	1103129837	C	463000 Fixed

Impac Funding Corp	11779	463000	6.375	2888.52
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COLLATERAL COMPOSITION





BLOOMBERG LAW SEARCH INVOLVING PHILIP BANDALOS

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SEARCH RESULTS FOR PHILIP BANDALOS





DOCUMENT VIEWER FOR PHILIP BANDALOS

11<GO> Prev Document, 12<GO> Next Document, 66<GO> to Send, <Menu> to Return, X1Q6NGC3MJ02 90) Previous Screen 91) Find Term 93) Options • Current on Bloomberg Law as of 2023-02-27 18:05:55 New York Supreme Court Suffolk County
Docket for Case # 604754/2015 DEUTSCHE BANK NATIONAL TRUST vs. BANDALOS, PHILIP Date Filed: Sep 1, 2015 Status: Disposed-Court Date/Application Pending Case Type: RP-Mortgage Foreclosure-Residential Complexity: Standard Jury Trial: NOI Due: 2016-08-22 RJI filed date: 2015-08-23 **Parties and Attorneys ▶** Plaintiff DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6 Representation McCabe, Weisberg & Conway, LLC 10 Midland Avenue Suite 205 Port Chester, NY 10573 ▶ Defendant PHILIP BANDALOS **KELLY BANDALOS** Defendant Defendant WASHINGTON MUTUAL BANK Defendant GREENHOUSE SUPPLY INC. Defendant AMERICAN EXPRESS CENTURION BANK THE UNITED STATES OF AMERICA Defendant Defendant NEW YORK STATE DEPARTMENT OF TAXATION AND FINANCE 1 2 9777 8600 Brazil 5511 2395 9000 E<mark>urope 44 20 7330 7500 Germany 49 69 9204 1210 H</mark>ong Kong 85 U.S. 1 212 318 2000 4565 8900 Singapore 65 6212 1000 Copyright 2023 Bloomberg F SN 455411 EDT GMT-4:00 H364-42-173 16-Mar-2023 16:39:21



BLOOMBERG DOCUMENT VIEWER

PFCA Home Equity Investment Trust Certificates, Series 2003-IFC6
Defendant: Philip Bandalos.

DEUTSCHE BANK NATIONAL TRUST vs. BANDALOS, PHILIP, Docket No. 604754/2015 (N.Y. Sup Ct. Sep 01, 2015), Court D

Current on Bloomberg Law as of 2023-02-27 18:05:55

New York Supreme Court Suffolk County Docket for Case # 604754/2015

DEUTSCHE BANK NATIONAL TRUST vs. BANDALOS, PHILIP

Date Filed: Sep 1, 2015

Status: Disposed-Court Date/Application

Pending

Case Type: RP-Mortgage Foreclosure-Residential

Complexity: Standard

Jury Trial: No

NOI Due: 2016-08-22 RJI filed date: 2015-08-23

Parties and Attorneys

Plaintiff DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE

FOR PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES,

SERIES 2003-IFC6

Representation McCabe, Weisberg & Conway,

LLC

10 Midland Avenue

Suite 205

Port Chester, NY 10573

Defendant PHILIP BANDALOS

Defendant KELLY BANDALOS

Defendant WASHINGTON MUTUAL BANK

Bloomberg Law*

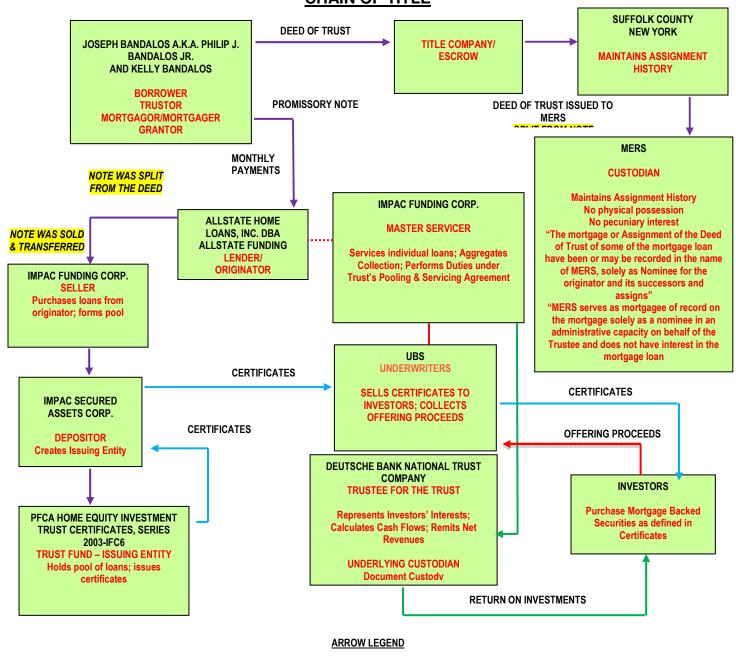
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// PAGE 1



CONCLUSION

CHAIN OF TITLE

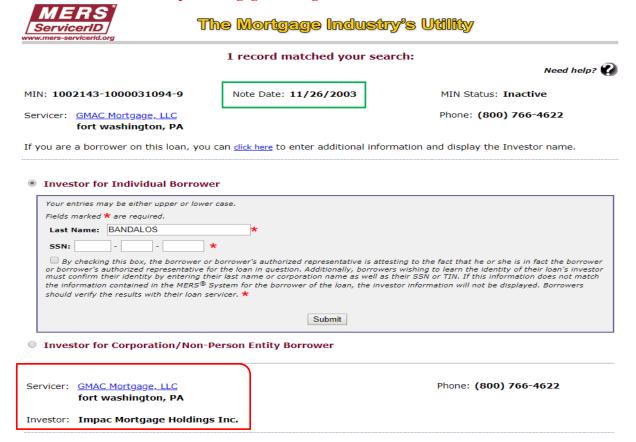


PURPLE - MORTGAGE DOCUMENTS
BLUE - SECURITIES CERTIFICATES
RED - INVESTOR FUNDS
GREEN - BORROWER FUNDS



MERS SEARCH RESULT ON MIN# 1002143-1000031094-9

The loan is <u>registered</u> within the MERS database showing GMAC MORTGAGE, LLC as Servicer and "Impac Mortgage Holdings Inc." as stated Investor.



IMPAC MORTGAGE HOLDINGS, INC.

Impac Mortgage Holdings, Inc. is a publicly traded, recently formed specialty finance company which operates three businesses: (1) long-term investment operations, (2) conduit operations, and (3) warehouse lending operations. The long-term investment operations is a recently-created business that invests primarily in nonconforming residential mortgage loans and securities backed by such loans. The conduit operations, conducted by Impac Funding, primarily purchases and sells or securitizes non-conforming mortgage loans, and the warehouse lending operations provides short-term lines of credit to originators of mortgage loans. These two businesses include certain ongoing operations contributed to Impac Mortgage Holdings by Imperial Credit Industries, Inc., a leading specialty finance company, in November 1995. Impac Mortgage Holdings is organized as a real estate investment trust for tax purposes, which allows it generally to pass through earnings to stockholders without federal income tax at the corporate level.

https://www.sec.gov/Archives/edgar/data/1018905/000088237704000455/d58589_prospectus.txt



 ξ For traditional lending prior to Securitization, the original Mortgage recording was usually the only recorded document in the Chain of Title. That is because banks kept the loans, and did not sell the loan, hence, only the original recording being present in the banks name.

The advent of Securitization, especially through "Private Investors" and not Fannie Mae or Freddie Mac, involved an entirely new process in mortgage lending. With Securitization, the Notes and Mortgages were sold once, twice, three times, or more. Using the traditional model would involve recording new Assignments of the Mortgage and Note as each transfer of the Note or Mortgage occurred. Obviously, this required time and money for each recording.

(The selling or transferring of the Note is not to be confused with the selling of Servicing Rights, which is simply the right to collect payment on the Note, and keep a small portion of the payment for Servicing Fees. Usually, when a homeowner states that their loan was sold, they are referring to Servicing Rights.)

ξ Securitizing a Loan

Securitizing a loan is the process of selling a loan to Wall Street and private investors. It is a method with many issues to be considered. The methodology of securitizing a loan generally followed these steps:

- A Wall Street firm would approach other entities about issuing a "Series of Bonds" for sale to investors and would come to an agreement. In other words, the Wall Street firm "presold" the bonds.
- The Wall Street firm would approach a lender and usually offer them a warehouse Line of Credit. The Warehouse Credit Line would be used to fund the loan. The Warehouse Line would be covered by restrictions resulting from the initial Pooling & Servicing Agreement Guidelines and Mortgage Loan Purchase Agreement. These documents outlined the procedures for the creation of the loans and the administering of the loans prior to, and after, the sale of the loans to Wall Street.
- The Lender, with the guidelines, essentially went out and found "buyers" for the loans, people who fit the general characteristics of the Purchase Agreement. (Guidelines were very general and most people could qualify." The Lender would execute the loan and fund it, collecting payments until there were enough loans funded to sell to the Wall Street firm who could then issue the bonds.
- Once the necessary loans were funded, the lender would then sell the loans to the "Sponsor", usually a subsidiary of the Wall Street firm, of a specially created Corporation of the lender. At this point, the loans are separated into "tranches" of loans, where they will be eventually turned into bonds.



- Next, the loans were "sold" to the "Depositor." This was a "Special Purpose Vehicle" designed with one purpose in mind. That was to create a "bankruptcy remote vehicle" where the lender or other entities are protected from what might happen to the loans, and/or the loans are "protected" from the lender. The "Depositor" would be, once again, created by the Wall Street firm or the lender.
- Then the "Depositor" would place the loans into the Issuing Entity, which is another entity created solely for the purpose of selling the bonds.
- Finally, the bonds would be sold, with a Trustee appointed to ensure that the bondholders received their monthly payments.

ξ ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING was a "correspondent lender" that originated mortgage loans. These loans, in turn, were sold and transferred into a "federally-approved Private Placement" trust named the PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6.

ξ The Note and Mortgage have taken two distinctly different paths. The Note was securitized into a Private Placement PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6.

 ξ In view of the foregoing, the Assignment of Mortgage executed after the Trust's Closing Date would be a void act for the reason that it violated the express terms of the Trust instrument.

 ξ The loan was originally made to ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING and was sold and transferred to a Private Placement PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6. There is no record of Prospectus and Pooling and Servicing Agreement.



AFFIDAVIT OF FACTS

STATE OF FLORIDA)

) sv.: AFFIDAVIT

PALM BEACH COUNTY)

RE: JOSEPH BANDALOS A.K.A. PHILIP J. BANDALOS JR. AND KELLY BANDALOS

- I, Steven W. Bernstein, hereby declare as follows:
 - 1. I am a Juris Doctor since 1993 and a Board-Certified Bloomberg Securitization Auditor at ForeclosureDefenseLLC.net that has performed over 550 Audits since 2009. I also have a B.A., M.B.A. I have had a real estate license for 28 years. I graduated from a course in March, 2011 in Del Mar, California where I became a Certified Forensic Loan Auditor through CFLA, Los Angeles, Ca. I was a Hilton Hotel owner since 2005-2018.
 - 2. I am over the age of eighteen years, am of sound mind, having never been convicted of a felony or a crime or moral turpitude. I am competent in all respects to make this Declaration. I have personal knowledge of the matters declared herein, and if called to testify, I could and would competently testify thereto.
 - 3. I acted as a Mortgage loan officer for Washington Mutual from 1988 to 1990, and for Georgia Mortgage & Realty, LLC from 1990 to 2009. My Resume ("CV") is attached as Plaintiff's "Exhibit 23.".
 - 4. I have worked exclusively over the last _11 years investigating foreclosure fraud, chain of title, and issues related to the securitization of residential and commercial mortgage loans, and have spent more than 10,000 hours conducting investigatory research specifically related to mortgage securitization and chain of title analyses. I have performed such analyses for residential real estate located in many states, including, but not limited to Washington, Oregon, California, Arizona, Nevada, Florida, Ohio, Montana, New Jersey, New York, Connecticut, Georgia, North Carolina, South Carolina and several other states¹
 - 5. As of this date, I have conducted nearly 1,000 investigations in this area and put in over 20,000 hours.
 - 6. Because of my education and experience I am familiar with and have sufficient training and expertise to qualify as an expert, and I have testified as an expert in state and federal judicial proceedings in various jurisdictions throughout the United States.
 - 7. My analysis in this matter is factual, and not considered scientific in nature.
 - 8. My specific areas of expertise that have been deemed qualified by the courts are as follows:
 - Knowledge of the "Pooling & Servicing Agreements" and various Securities & Exchange Commission (SEC) filings associated with mortgage-backed securitized trusts.



- Specific language in the PSA's and Prospectus / Prospectus Supplements involving securitization participants, key dates, "Servicer Advances," sources of third-party payments, and transfer and conveyancing requirements to name a few.
- Knowledge and use of Bloomberg's Data and the interpretation of its internal accounting data showing as well as other information specific to accounting, chain of title, and other aspects of securitization.
- Chain of Title analyses based upon publicly recorded documents, documents produced in discovery, and documents attached as exhibits to foreclosure complaints. Documents typically included mortgages, deeds of trust, assignment, notes, and allonges; in addition to documents filed under penalty of perjury with the SEC
- 9. In developing the opinions in this declaration, I relied upon documents filed under penalty of perjury with the U.S. Securities & Exchange Commission (SEC), documents available from public and governmental websites, documents provided by my client, and data using "MBSData;" a globally recognized software program utilized by institutional investors in mortgage-backed securities. "MBSData" is relied upon by investors for its accuracy, requires an annual subscription fee of up to \$75,000.00, and is not a resource readily available to the general public. In fact, homeowners cannot access "MBSData" without going through a professional source such as myself
- 10. On March 16, 2023, I researched the Bloomberg online Database at the request of JOSEPH BANDALOS A.K.A. PHILIP J. BANDALOS JR. AND KELLY BANDALOS whose property address is 3 Beech Drive, Ronkonkoma, NY 11779.
- 11. Based on the information I was provided, JOSEPH BANDALOS A.K.A. PHILIP J. BANDALOS JR. AND KELLY BANDALOS signed a Promissory Note in favor of ALLSTATE HOME LOANS, INC. DBA ALLSTATE FUNDING on November 26, 2003.
- 12. Loan was identified in the PFCA HOME EQUITY INVESTMENT TRUST CERTIFICATES, SERIES 2003-IFC6 with the Master Servicer being IMPAC Funding Corp.; the Sponsor / Seller being IMPAC Funding Corp. and the Depositor being IMPAC SECURED ASSETS CORP.

By:	
STEVEN BERNSTEIN	_
Certified Mortgage Securitization Auditor / Bloomberg Specialist	



A Notary public or other completing this certificate verifies only the identity of the individual who signed the document, to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF FLORIDA)
) sv.: AFFIDAVIT PALM BEACH COUNTY)
On, 2023 before me,(Notary Public)
personally, appeared STEVEN BERNSTEIN , who proved to me on the basis of satisfactory evidence to be the man whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument under the penalty of perjury.
I certify under PENALTY OF PERJURY under the laws of the State of Florida that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.
Signature (Seal)
My commission Expires



Exhibit I

TRANSACTION HISTORY - Pg 1 of 1

Transaction History Report

3 Beech Dr, Ronkonkoma, NY 11779-3101

APN: 0500-022-00-02-00-005-001

Suffolk County Data as of: 06/14/2019

Current Owner: Beech Drive Trust

Vesting: Trustee 2009 - Present



	CONVEYANCES								
	Date	Rec Date	Verified	Price	Туре	Title Company	Buyer	Seller	Document #
	10/12/2008	03/25/2009					Beech Drive Trust	Bandalos, P & A	12583.801



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PAGE 1 OF 1

Title information data source: First American Title www.datatree.com

- 1. Page 1 Line 1. Robert Jones and David Jones acquired the property on November 26, 2003 for \$463,000.00. This primary active loan which was recorded on April 26, 2004 is the subject of this report.
- 2. Page 1 Lines 2 & 3. Invalid foreclosure action. Assignments made approximately 6-10 years after loan origination. Examiner recommends immediate rescission of document for rightful foreclosure to proceed; and production and review of all purchase documents and then notarized note endorsements among all relevant parties.
- 3. Foreclosure action dependent upon invalid Assignment of Mortgage.