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Three Governmental Agencies Collude to Take Vet's Home

Bradenton, FL - The Secretary of Veterans Affairs, an Assistant US Attorney for the Department of Justice and Ginnie Mae have colluded to unlawfully take the home of a 100% disabled Veteran, with the Circuit Court's blessing, by entering false evidence in a foreclosure case.

In a case that would make a great mini-series, US Veteran John McKenzie has been through it all, just like every family who has been put through the horrifying events of an illegal foreclosure. Mr. McKenzie, a 100% disabled Veteran, suffers severe terminal heath issues that made living in his family's home impossible. However, he could not sell the home due to title problems that no one could resolve until he was introduced to Donna Steenkamp, an experienced title researcher with a unique approach to identifying title and mortgage fraud.

Using resources and expertise most do not have, Steenkamp investigated the McKenzie transaction, learning that the entity currently claiming ownership of McKenzie's loan was the Secretary of Veterans Affairs.

However, several documents entered into Court records and recorded in county land record also named the “Secretary of Veterans Affairs of Washington DC,” an entity that does not legally exist.

Things did not add up for Steenkamp. The VA was claiming ownership of the McKenzie's loan, yet at the same time, Steenkamp learned that an unknown GinnieMae Trust, Guaranteed REMIC Pass-Through Securities and MX Securities Ginnie Mae REMIC Trust 2002-75, actually owned the loan as of November, 2002 (4 years before the VA) and had been reporting ownership to the IRS, SEC and paying distributions to investors of the MBS continuously for over twenty (20) years.

Ginnie Mae is a governmental agency that underwrites mortgage-backed securities (MBSs), insuring that certificate holders of mortgage-backed securities are paid regardless of any defaults of the underlying loans, different from Fannie Mae and Freddie Mac who insure that banks are protected against defaults.

McKenzie's loan was originated by Pinnacle Financial Corporation in October, 2002, but fell into

default as of March, 2006. Pinnacle Financial failed around the same time that a series of fraudulent documents began to appear in Court and county land records to create a chain of debt and title ownership that did not actually exist, as the loan had already been allegedly sold to the Ginnie Mae trust in 2002.

The fraud began when a false Assignment of Mortgage filed by JPM Chase (as servicer), alleging an ownership transfer of the loan to the VA by way of the Mortgage Electronic Registration System (MERS) "as nominee for Chase Home Finance, LLC," an entity that was a complete stranger to the transaction. The Assignment was later "corrected" in 2013 to replace the incorrect nominee, however the corrected Assignment was still ineffective as the Ginnie Mae trust owned the loan the entire time.

The McKenzies entered into a Loan Modification Agreement on January 27, 2006 with the VA, only it happened BEFORE the VA allegedly came to own the loan by way of the Assignment that was recorded one month later on February 28, 2006. To make matters worse, the VA had no authority to enter into the modification as the lender for the loan was Pinnacle Financial, not the VA. The VA effectively "modified" a loan that belonged to someone else and that they did not own. To be valid, the modification had to be executed by Pinnacle Financial who had not yet failed in 2007, not the VA who only underwrote up to 25% of the loan.

Upon default in 2006, the McKenzies had no idea who to pay as their lender was gone. However, the VA still filed the first attempted foreclosure[1] using false documents and events to support the claim that the loan had been allegedly sold to the VA, only the VA has never provided evidence of the purchase. The McKenzie's title was again made unmarketable for a second time by the VA's false claims.

The VA voluntarily dismissed the 2006 case a short time later and the judgment was vacated, with no further attempts to collect on the debt occurring thereafter from 2006 to 2019. Steenkamp, after having taken title to the property "as is" by purchase from the McKenzies, filed her own action to 'quiet title' to remove the VA's false claim as it became clear that satisfaction of the loan could not be legally filed by any of the alleged entities involved – the debt was unsecured by title.

Steenkamp contacted the VA to obtain information about the loan in an effort to resolve the alleged outstanding debt, but was told by several lower level VA officials who were reading from a computer screen that the loan had been "terminated" by the VA in January, 2006, with no payouts ever being made for underwriting or purchase of the loan, again supporting her allegations that the VA never owned the loan.

Steenkamp contacted BSI Financial Services, now servicer for the loan for the VA, in an effort to

1 Sec of VA vs McKenzie, Case # 2006-CA-4718-D, Manatee County Circuit Civil

get a Satisfaction of the mortgage recorded as the FL Statute of Limitations had already run out twice over, in order to collect on the unenforceable debt. BSI took time to respond to Steenkamp's request as they had no idea they even owned the loan as it was part of a pool of loans they bought from failed Ditech Financial Servicing who also did not attempt collection.

Steenkamp was later informed by BSI Financial Services, that a 'magical, single payment' suddenly appeared in the McKenzie's loan's history, allegedly made by the McKenzies in 2014, reactivated the Statute of Limitations deadline[2] - only the McKenzie's never made such a payment as it served no purpose and BSI could not actually accept only a single payment by law for an accelerated loan.

BSI immediately filed the second foreclosure[3] on behalf of the VA in 2019. Seeing several serious problems, Steenkamp arranged to purchase the property herself, as is, with the intention of clearing title.

Steenkamp encouraged the McKenzies to hire an attorney to defend them in the illegal foreclosure case, as there were several false claims being made by an entity that had nothing to do with the loan. The VA attempted to resolve the situation by "correcting" the first false 2006 Assignment while also providing two (2) other false documents, 1) a Lost Note Affidavit and 2) a "Corrective" Assignment that names an entity that does not even exist, per VA officials and the Washington DC Secretary of State – Secretary of Veterans Affairs of Washington DC.

McKenzie contacted attorney Timothy Grogan with whom he had worked with in the past, however after several conversations with Steenkamp who explained in great detail what was happening, the attorney refused to represent the McKenzies in the illegal foreclosure case, stating "you won't get a fair trial in Manatee County, the Courts are corrupt."

Steenkamp attempted to enter into the McKenzie's foreclosure case as a "party of interest" and then an "intervenor" per the Court's own instruction, as she now held title therefore having every right, but her requests were denied by the Court two months later.

Meanwhile, Grogan oddly entered and exited the case at will on three separate occasions, however he was never hired by the McKenzies to represent them in the foreclosure case. Grogan began demanding and threatening Steenkamp several times, verbally and in a series of documented emails, to get her to "return title back to the McKenzies," stating "that the property was already sold," however, no foreclosure sale had yet occurred. Under Grogan's instruction, Realtor Brittney Meyer and other

2 See Bartram v. U.S. Bank National Association, No. SC14-1265, 2016 WL 6538647 (Fla. Nov. 3, 2016)
3 Case # 2019-CA-003843-AX, Manatee County Circuit Civil

contractors were sent out to the property in an attempt to get pictures and estimates for renovation, without permission from Steenkamp or the McKenzies.

Turns out, a contract had been secretly signed and escrow money deposited, selling the property to a Cerberus subsidiary company before the contested foreclosure sale ever happened. The McKenzies were then mislead, being told they'd get a 'large' payout at the closing, for a loan they were upside down in, however the McKenzie's hadn't owned title for over two years and litigation was still pending.

Grogan, as well as BSI's counsel, were made fully aware there was fraud involved with selling a property that the Ginnie Mae Trust held a lien against, not the VA, yet proceeded with the foreclosure sale anyway.

Steenkamp first contacted the US Attorney's Office in Tampa, FL, on October 27, 2021, in hopes to gain their help in stopping the illegal foreclosure sale, as she believed there was an attempt being made to illegally foreclose on a property in the name of the Secretary of Veterans Affairs, for a loan the VA did not own by two authorized vendors for the VA; BSI Financial Services and Vendor Resource Management (VRM) .

Two additional pleas for help were made by Steenkamp on April 26 and July14, 2022, but the US Attorney's Office never investigated Steenkamp's allegations or they would have seen that the VA's own files stated the loan had been terminated" in January, 2006, instead relying on the false documents recorded in county land record that Steenkamp was pointing out as being false.

On April 28, 2022, an Assistant US Attorney for the Department of Justice responded with a letter to Steenkamp, telling her that her action to quiet title "*lacks any legal basis and is ill-advised,*" continuing, "*I urge you to dismiss that action (quiet title) voluntarily and promptly before you and any other parties incur unnecessary legal expenses and other costs."*

Meanwhile, the attorney continued his attempts to get the McKenzies to file fraud charges against Steenkamp, but Mr. and Mrs. McKenzie and Mr. McKenzie's brother vehemently refused, stating there was no fraud.

To stave off the first foreclosure sale in January, 2022, at the last minute, Grogan convinced the McKenzies to pay him $1800 to file a Notice of Bankruptcy in order to get the automatic stay to stop the sale.

However, Grogan neglected to ever tell the McKenzies that several documents and information needed to be filed with the Court in order to maintain the bankruptcy case, even meeting with John and his brother at Grogan's office the day before the filing deadline, yet the attorney never mentioned the

impending deadline the next day, instead, again trying to get McKenzie to file charges against Steenkamp. Since the deadline for filing the required documents was subsequently missed, the Court dismissed the bankruptcy case and another sale date was set for April 28, 2022.

Filing the Notice of Bankruptcy gave Grogan a couple of months before the next sale date. Grogan continued to make demands and threats to Steenkamp, although falling on deaf ears. He then stepped up his attempts by filing a false complaint with the FL BAR Association against Steenkamp, a single paragraph riddled with misinformation and misspellings, accusing her of "practicing law without a license" in a effort to scare her. Steenkamp filed her own Complaint with the BAR against attorney Grogan but no work as of yet of an investigation. Grogan's BAR complaint against Steenkamp concluded with no admission of guilt and a Cease & Desist Affidavit that stated Steenkamp understood the BAR's rules.

Representing herself, not being an attorney, Steenkamp had filed a motion to be recognized as a party of interest in the McKenzie's foreclosure case. The Court administration had added Steenkamp to the Court's efile system as a party, whereby Steenkamp subsequently began receiving all filings entered in the McKenzie's foreclosure case.

Believing she was added to the case and desperate to stop the impending sale, Steenkamp filed a request for an emergency injunction until the issues could be resolved properly. It was the request that Grogan had complained about with the BAR. However, her request was denied after Grogan had the ex parte meeting with the Judge, minutes before the January foreclosure sale was to happen, instead filing the Notice of Bankruptcy to stop the sale.

Meanwhile, Steenkamp filed her own Quiet Title action[4] on April 19, 2022 against the VA, claiming that the McKenzie's loan was, in fact, owned by Guaranteed REMIC Pass-Through Securities and MX Securities Ginnie Mae REMIC Trust 2002-75, as of shortly after the loan was signed by the McKenzies in 2002 and that the VA had no claim to title of the property she now owned. Also that the debt no longer was secured by title to the property.

Not only did the VA not legally own the loan but there is no recorded documentation appearing anywhere nor mention of the identity of the Trust that demonstrated the loan was legally and formally transferred into the Trust, despite it being reported as an asset to the Trust since 2002.

This was the first clear break in the chain of title and debt ownership. Pinnacle Financial (loan originator) and GinnieMae neglected to do ANY proper paperwork to memorialize the ownership

4 Case # 2022-CA-1536, Manatee County Circuit Civil

transfer as required by Trust, tax, Federal and State laws, something Steenkamp is an expert in, seeing it every day during the course of her research work.

Steenkamp later obtained screenshots from the actual GinnieMae Investor Portal that were included in an Expert Witness Affidavit, that irrefutably proved the loan was indeed owned by the GinnieMae trust and had been reporting it as an asset since 2002, paying certificate-holders for over 20 years.

However, the Court dismissed Steenkamp's quiet title action, stating she could not challenge the validity of someone else's debt, not being a party to it. Steenkamp pleaded that she was not challenging the validity of the debt, but the events that occurred long before her involvement with the McKenzies or the property that had caused title to have become clouded and unsecured by title. The loan ceased to secure the debt as it was being claimed by two completely different, unrelated alleged owners, neither of which had a valid legal claim as the loan was never legally transferred to either entity. There was no need to challenge it.

As with most mortgage loans in the US, the McKenzie's loan simply fell into oblivion, with ownership becoming “forever unknown.” (term used by FBI/DOJ after investigation to see if they could determine loan ownership for several MBSs). Steenkamp has been able to prove by recorded documentation that nearly all the MBSs she's researched over the years, (100's), legal recorded and a properly executed transfer of the loans never actually, legally occurred despite the Trust reporting a loan as an asset on their books. This is proven in every county land record in the US if one knows how to look for the information.

The Note, Mortgage and Title went in three different directions of alleged ownership, while the only constant was title, which remained with the McKenzies, then from where Steenkamp derived her title.

Steenkamp filed a Motion for Reconsideration, after the Court instructed that the McKenzies must file a Rule 1.540 Motion to Vacate the Judgment and Trustee's Deed first, which was held on December 27, 2022. The Court still ruled against them, allowing the illegal sale to continue.

BSI and Assistant US Attorney (AUSA) for the Department of Justice, representing the VA as counsel in Steenkamp's quiet title action, subsequently filed their Objection to Steenkamp's Motion to Reconsider. The AUSA also filed their response by entering their own Expert Witness Declaration by Paul St. Laurent, a senior executive at GinnieMae to refute Steenkamp's Expert Witness Affidavit.

However, St. Laurent's testimony actually proved Steenkamp's allegation that the loan was indeed sold into the GinnieMae REMIC Trust 2002-75 trust in 2002, less than 40 days after it was

executed, only the Court at no time, ever acknowledged this fact. However, that is where the truth of the St. Laurent Declaration stopped.

St. Laurent, continued in his Declaration, stating that the loan was then taken out of the REMIC Trust 2002-75, "l*iquidated on or about October, 2003*," due to "*Repurchase of Delinquent Loan.*" Had this actually happened, it would have occurred exactly one year after the loan was signed on October 15, 2002, however there is no record of this occurring in county land record, any Court filings or in the screenshots Steenkamp's expert witness had pulled from the Ginnie Mae investor portal in July, 2022.

St. Laurent elaborated that the unidentified "Issuer" would have had to buy the loan back from Ginnie Mae. The "issuer" required to buy back the loan was never identified in his Declaration and no evidence was provided to support any of St. Laurent's claims, nor was the VA ever mentioned as 'buyer' of the McKenzie's loan. It was learned that the unidentified "Issuer" was JPM Chase Bank NA, who filed the first erroneous Assignment of Mortgage in 2006, alleging to transfer the loan to the VA.

The most egregious statement made by St. Laurent was that the McKenzie's loan went into default in 2003, when in fact the default occurred in March, 2006, three (3) years later, as demonstrated by the VA's own Court and county land record filings, to include; 1) the Final Judgment, 2) a Lost Note Affidavit, 3) the false loan modification, 4) an affidavit from the McKenzies and 5) servicer BSI's own accounting presented as evidence.

Being informed of all the indisputable evidence, the AUSA caused false evidence to be entered into both the foreclosure and Steenkamp's quiet title actions, of which the Court never acknowledged or included in its final opinion.

The Secretary of Veterans Affairs, an ASUA for the DOJ and GinnieMae had colluded to fabricate false evidence that painted a picture that did not exist in response to Steenkamp's expert witness testimony entered into two cases, causing both cases to fail and ruled improperly. St. Laurent's Declaration appeared to be written to specifically to address every allegation made by Steenkamp.

As a result of the VA's Objection to Steenkamp's Motion to Reconsider that described in detail, with supporting evidence, how the St. Laurent Declaration was indeed false evidence, the Court denied Steenkamp's Motion, canceling the hearing that was set to hear the evidence, dismissing her quiet title action without considering Steenkamp's response and indisputable evidence to refute the false St. Laurent testimony.

The property was sold in an online auction on April 28, 2022 that the VA won by a continuously upped, automatic proxy bid, paying the Public Trustee using a "credit bid" (no money paid except doc stamps) as they claimed they already owned the loan.

To conclude,

- the VA paid nothing to obtain ownership initially,
- never paid the Ginnie Mae Trust to purchase the defaulted loan,
- never paid any claims for underwriting (only up to 25%) as the loan was “terminated' before their alleged recorded ownership,
- fraudulently modified a loan they did not originate or own
- fabricated a false payment history, claiming it was the homeowner's
- collected on a debt that was unsecured by title
- enforced an debt that fell years outside the state of limitations to collect
- took several contracts for $400,000 from buyers wanting to purchase the loan that will now be executed
- sold an asset belonging to someone else, without their knowledge, by entering false evidence to so

The actions of the three governmental agencies and the lengths they went to in order to literally steal the home of a disabled Veteran, now rendering him homeless, is unimaginable and unconscionable.

Steenkamp also believes this case demonstrate patterns of illegal behavior that runs much deeper as it makes no sense why so many would put their careers on the line and go to such lengths for a single foreclosure property? Steenkamp pleaded with AUSA Harden to investigate but he never did or he would have never pursued the unlawful foreclosure and the fraud would have been exposed.

Steenkamp had allowed the McKenzies to remain in the home, rent-free the entire time, never taking any money from them, incurring all Court and other costs herself to defend this injustice until the matters could be properly resolved. Only Steenkamp was shut down at every turn.

To add insult to injury, the hearing on a Rule 1.540 Motion to Vacate the Judgment and Public Trustee's Deed in the foreclosure case that was heard on December 27, was also ruled erroneously, so justice was still not served.

The Order from the court denying the motion to vacate the judgment stated that the “*conflicting evidence*” didn't rise to an “*inescapable conclusion that a party misled the Court,*” ignoring the fact that the St. Laurent Declaration presented by the VA directly contradicted the VA's own evidence and recorded documentation over the years.

The Order continued, stating that "*no evidence was offered in support of their Motion*" to vacate the Judgment and is "*therefore denied,*" however, every document recorded in county land record by the VA that was false was clearly demonstrated, showing intent to mislead the Court at every turn. The VA has never proffered any evidence to support their claim that they purchased or took over the mortgage. The Court Order inconceivably stated that "*it didn't rise to the level of fraud*."

The conclusion at this point to this incredible story is that a 100% disabled Veteran, as well as a courageous seeker of truth, have suffered a form of domestic terrorism by the very entity and government McKenzie defended by his service. A disabled Veteran becomes homeless due to provable, demonstrated fraud by the very entity chartered to protect him and a Court system that let everyone down. It appears that Grogan was right – there was no justice in Manatee County Courts in this case.

The foreclosure and judgment placed against the McKenzies still stands and Steenkamp temporarily lost title ownership of the property, of which the cases will be appealed and/or other legal action will be sought. The "authorized vendor" VRM, who entered false documentation into the cases, had posted a notice on the home for Mr. McKenzie to vacate the property or be legally removed.

# # #

Steenkamp has since organized OPERATION HOME FREEDOM, launching soon to raise money to help pay for legal and research costs involved in defending illegal foreclosures for Veterans and others unable to defend themselves against this form of domestic terrorism – using the government as a weapon against its own citizens. Visit www.operationhomefreedom.com (coming soon)

his brother at Grogan's office the day before the filing deadline, yet the attorney never mentioned the impending deadline the next day, instead, again trying to get McKenzie to file charges against Steenkamp. Since the deadline for filing the required documents was subsequently missed, the Court dismissed the bankruptcy case and another sale dale was set for April, 2022.

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Believing she was added to the case and desperate to stop the impending sale, Steenkamp filed a request for an emergency injunction until the issues could be resolved properly. It was the request that Grogan had complained about with the BAR. However, her request was denied after Attorney #1 had the ex parte meeting with the Judge minutes before the January foreclosure sale was to happen, instead the attorney filed the Notice of Bankruptcy to stop the sale that he allowed to be dismissed. Meanwhile, Steenkamp filed her own Quiet Title action4 on April 19, 2022 against the VA,
claiming that the McKenzie's loan was, in fact, owned by Guaranteed REMIC Pass-Through Securities and MX Securities Ginnie Mae REMIC Trust 2002-75, as of shortly after the loan was signed by the McKenzies in 2002 and that the VA had no claim to title of the property she now owned.

However, not only did the VA not legally own the loan but there is no recorded documentation appearing anywhere nor mention of the identity of the Trust that demonstrated the loan was legally and formally transferred into the Trust, despite it being reported as an asset to the Trust since 2002.
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