SYNDICATE LEGAL ADVISORY SERVICES

MORTGAGE BORROWER PROTECTION

Syndicate Legal Advisory Services – *Mortgage Borrower Protection*

SYNDICATE LEGAL ADVISORY SERVICES

Team of:
Attorneys / Lawyers
Law Clerks
Paralegals
Industry Specialists

Before you enter into any Mortgage Loan Agreement, you should have a Member of Syndicate Legal & Financial review the terms and conditions of the Loan. Not only do we have the legal education and experience to hold Lenders Liable for Negligence, Fraud and Unfair Business Practices; but many of us have also taken state Mortgage Licensing Courses and Licensing Examinations (including various SEC & FINRA financial courses and licensing examinations), so we truly know all sides of the industry (sales, operations & compliance). Because we are not a party to the transaction, we can give you a clear and honest assessment of the mortgage loan being offered to you. This is known as our "**Mortgage Advisory Division**."

We also provide diligent, reliable assistance to victims of lender violations, including negligence, fraud, and unfair business practices through our "**Borrower Advocacy Division.**" Here, clients can use litigation as a leverage to facilitate modifications by enforcing ***borrower rights*** and holding a lender accountable for abuses. Here, we assist clients with their litigation arising from all types of lender violations, including (but not being limited to):

- **Loan Modification Abuse:** Prior to the Homeowner Bill of Rights (HBOR), loan servicers argued successfully for years that they had no duty of care to borrowers, which meant it was hard to sue them in court for negligence related to mortgage servicing and misleading homeowners during loan modification. Since the HBOR was enacted, the courts have begun to impose a duty of ordinary care upon lenders in their dealings with borrowers during the loan modification process and hold servicers accountable for breaches of this duty. See *Jolley v. Chase Home Finance LLC* (2013) 213 Cal.App.4th 872.

- **The Tender Rule**: For years, the tender rule was an obstacle to borrowers arguing that lenders lack standing to foreclose on them due to breaks in the chain of the title; this Tender Rule required that any action for wrongful foreclosure or quiet title be accompanied by a tender of the full amount of the mortgage debt. This Tender Rule obstacle was almost insurmountable since most borrowers were seeking relief to begin with, because of financial hardship with their default causing their credit to be damaged effectively prohibiting them from being able to raise the money to tender the debt. However, since the foreclosure crisis (2007 to 2010), the courts have begun to consider matters of equity (fairness) in applying the tender rule. See *Fonteno v. Wells Fargo Bank, N.A*. (2014) 228 Cal.App.4th 1358.

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- **Robo-Signing:** Robo-signing is a criminal process whereby banks hire employees to robotically sign documents including sworn affidavits without reviewing them. Banks use this process to speed up the foreclosure process by having bank employees in an assembly-line fashion sign documents including affidavits testifying that they have reviewed loan documents and have personal knowledge of the facts included in the affidavit. In fact, they have not reviewed the documents and have no knowledge even of whether the bank owned the mortgage, or the borrower was in default. Robo-signing has led to many mistaken, wrongful and fraudulent foreclosures.

- **Discrimination**: Under the Equal Credit Opportunity Act, lenders cannot make any credit decisions based on race, color, age, gender, national origin, religion, marital status, receipt of public assistance or reporting of discrimination. Race- and age-based discrimination in lending are two of the most common types of lender violations. Racial discrimination may be evidenced by many actions:
    - Different Treatment in person than over the phone
    - Discriminatory Comments
    - Denial of Credit without explanation and even when the borrower qualifies
    - Unfavorable Loan Terms such as a higher rate
    - A Loan that "Sounds too Good to Be True."
    - Pressure to Sign
    - Discouragement from Applying for a Loan

  Penalties for discriminatory lending may include money damages for any harm and injunctive relief to stop the discrimination.

- **Upfront Cash Fees:** It is illegal for a residential mortgage company to charge you upfront fees for a promise to help you get a mortgage loan (this does not include third-party fees such as credit report, appraisal, or certain other fees). If you believe you have been ripped off by a mortgage lender charging you upfront cash fees, please contact us for a review of the situation.

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