

Recording requested by and when recorded,
Mail this Deed and tax statements to:
Elizabeth Rodriguez
2561 Stockbridge Square SW
Vero Beach, FL [32962]
Original Record: 1983804 - 03/26/2009

QUITCLAIM DEED

TRA: N/A
APN: 33-39-23-00015-0000-00048

For Recorder's Use

- ☐ This transfer is exempt from the documentary transfer tax.
☐ The documentary transfer tax is \$ ___-0-___ and is computed on:
X the full value of the interest or property conveyed.
☐ the full value less the liens or encumbrances remaining thereon at the time of sale.

The property is located in ☐ an unincorporated area X the city of Vero Beach ~~Highland~~.
This is a bona fide gift & the Grantor(s) received nothing in return, R&T Gift: 11-911

NOTICE OF CHANGE RE:

GRANTOR(S)/TRUSTOR(S): ELIZABETH RODRIGUEZ

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged: Elizabeth Rodriguez, single woman, does hereby REMISE, RELEASE, GRANT, AND FOREVER QUITCLAIM to:

"SEBASTIAN A. RODRIGUEZ AND CHRISTIAN D. PRUDEN REVOCABLE LIVING TRUST"
~~This address 2561 Stockbridge Square SW, Vero Beach FL 32962~~

The real property in the City of Vero Beach, County of Indian River, State of Florida described as:

Lot 48, BRADFORD PLACE, according to the Plat thereof as recorded in Plat Book 21,
Page 28, Public Records of Indian River County, Florida.

See also Exhibit "A" attached hereto, as this QUITCLAIM DEED evidences the sole purpose of Notice Of Change in Trustee and Beneficiary appointments ONLY. Dated: August 10, 2009.

Elizabeth Rodriguez
Elizabeth Rodriguez
2561 Stockbridge Square SW
Vero Beach FL 32962
State of Florida

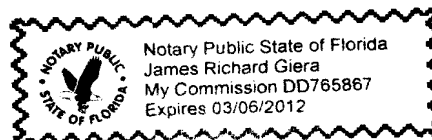
County of Orange

Subscribed and sworn to (or affirmed) before me on this 10th day of August, 2009, by
Elizabeth Rodriguez, proved to me on the basis of satisfactory evidence to be the
person(s) who appeared before me.

Signature James Richard Giera (seal)

Witness: James Giera
James Giera

Witness: Sarah E. Patrick
Sarah E. Patrick



ATTACHMENT/EXHIBIT "A"

Original Deed of Trust Record: 1983804- Dated 03/26/2009

GRANTOR(S)/TRUSTOR(S): Elizabeth Rodriguez

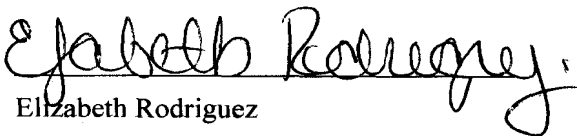
Original Loan #2944075 APN: 33-39-23-00015-0000-00048

1. **Effective immediately,** the undersigned Elizabeth Rodriguez forever removes/releases/discharges all: "Trustee(s), Successor Trustee(s), Substituted Trustee, Agent(s), Servicer(s), Assign(s), Transfer(s), known and unknown", including, AMTRUST BANK; 1801 EAST NINTH STREET SUITE 200, CLEVELAND, OH 44114 FEDERAL SAVING BANK, 1801 EAST NINTH STREET SUITE 200, CLEVELAND, OH 44114; MARIN CONVEYANCING CORP. 981 AIRWAY COURT SUITE E, SANTA ROSA, CA 95403; and, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") PO BOX 2026, FLINT, MI 48501-2026 existing under the laws of Delaware; and, Thereby removing and terminating the same from any/all duties and forever barring/estopping the aforesaid from any further appointments or assignments originally granted or contained within the Deeds of Trusts concerned herein.
2. **Effective immediately,** the undersigned Elizabeth Rodriguez forever Revokes/Cancel/Voids/Rescinds any/all duties, appointments, or assignments originally granted by Revocation of Power of Attorney, Authority, or otherwise granted/granting, and/or signs/signatures, assigned/assigning to any party(ies) including the alleged lender and successors, known and unknown including but not limited to: AMTRUST BANK, FEDERAL SAVING BANK, MARIN CONVEYANCING CORP. and MERS, addresses named above; Thereby removing and terminating the same from any/all duties and forever barring/estopping the aforesaid of any further appointments of any/all "TRUSTEE(S)", "SUCCESSOR TRUSTEE(S)", "SUBSTITUTES", or "BENEFICIARY(S)".

LET IT BE KNOWN

All above named "Trustee, Successor Trustee(s), Beneficiary(s)", or Assigns, Substitutes, known or unknown in clauses 1 and 2 above, are hereby directed to immediately **CEASE** and **DESIST** any further actions through said appointments/assignments granted in or from Record 1983804, dated 03/26/2009. **ANY** such continued or further action by **ANY** of the above named parties may result in legal actions against them.

Be it further known, GRANTOR(S)/TRUSTOR(S): ELIZABETH RODRIGUEZ do hereby QUITCLAIM all aforementioned duty(s) and benefit(s) of "Trustee" and "Beneficiary" regarding original Deed of Trust No. 1983804, to: Elizabeth Rodriguez (Trustees) of the "SEBASTIAN A. RODRIGUEZ AND CHRISTIAN D. PRUDEN SON REVOCABLE LIVING TRUST".


Elizabeth Rodriguez

APN: 33-39-23-00015-0000-00048
When Recorded Return to:
Elizabeth Rodriguez
2561 Stockbridge sq
Vero Beach, Fl 32962

REVISED FULL RECONVEYANCE

This Revised Full Reconveyance is to replace Full Reconveyance; Instrument No. 1983804; recorded March 26, 2009.

The **TRUST DEED** released by this instrument is as follows:

TRUSTORS(s): Elizabeth Rodriguez single Woman.

SUCCESSOR IN INTEREST TO GRANTOR, if any: NONE

BENEFICIARY: AmTrust Bank a Federal Saving Bank

DATE EXECUTED: April 20, 2006

DATE RECORDED: April 28, 2006

DEED OF TRUST NO: 1983804

COUNTY: INDIAN RIVER

This Full Reconveyance secured by said **TRUST DEED** has been fully **SATISFIED**.

DATE Satisfied: August 10, 2009 for consideration of \$ 248, 000.00

SATISFACTION MADE BY: AmTrust Bank.

This Full Reconveyance was satisfied, which also satisfied any lien and any return of any money was held by lender AmTrust Bank / MERS and **SUCCESSOR(s)**. Property is currently held in Grantor's possession without further obligation. This Deed of Trust No. **1983804** was Void at inception based on fraud by alleged Lender. No rebuttal to allegations have ever been made no written objection to the execution or re-recording of this release and reconveyance has been received from any and all entitled parties after **DUE NOTICE** being mailed on August 10, 2009. The **TRUST DEED** set forth herein is **FULLY RELEASED** and **SATISFIED**. The **PROPERTY DESCRIPTION** is listed under the commonly known address of: 2561 Stockbridge sq SW, Vero Beach, Fl 32962, the same being **FULLY** and **COMPLETELY RECONVEYED** to **ELIZABETH RODRIGUEZ**, as new **TRUSTOR** and made pursuant to all **AUTHORITY VESTED IN SAID TRUSTEE, AS RELEASING AUTHORITY BY THE DEED OF TRUST DESCRIBED ABOVE: SAID** property described as follows:

Lot 48, Bradford Place, according to the Plat thereof as recorded in Plat Book 21, Page 28, Public Records of Indian River County, Florida.

Dated 8/10/2009

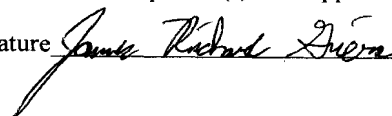
AmTrust Bank

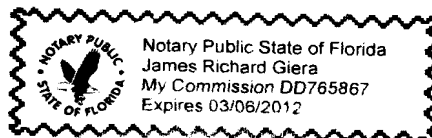

ELIZABETH RODRIGUEZ

State of Florida)

County of Orange)

Subscribed and sworn to (our affirmed before me on this 10th day of August 2009, by Elizabeth Rodriguez as releasing agent, as being Conveyed To, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature  (seal)



APN: 33-39-23-00015-0000-00048

After Recording and Until a Change is requested

All tax Statements shall be sent to the following:

Elizabeth Rodriguez

2561 Stockbridge sq

Vero Beach, FL 32962

REVISED GRANT DEED

THIS GRANT DEED IS TO REVISE DOCUMENT RECORDED INSTRUMENT NO. 1983804; Dated 03/26/2009 at THE RECORDERS OFFICE IN INDIAN RIVER COUNTY, FLORIDA.

Computed on full value of property conveyed, AND
FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

AMTRUST BANK A FEDERAL SAVING BANK

hereby **GRANT(S)** to

ELIZABETH RODRIGUEZ

The following described real property in the City of Vero Beach, County of INDIAN RIVER, State of Florida:

Commonly known as: 2561 Stockbridge sq SW, Vero Beach, FL 32962.

Lot 48, Bradford Place, according to the Plat thereof as recorded in Plat Book 21, Page 28, Public Records Of Indian River County, Florida.

Date: AUGUST 10, 2009

AMTRUST BANK A FEDERAL SAVING BANK

BY: Elizabeth Rodriguez

State of Florida)

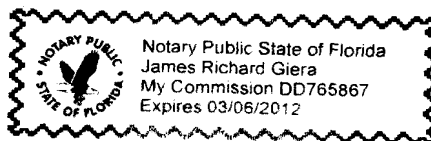
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County of ORANGE)

On August 10, 2009 before me James Giera a Notary Public personally appeared ELIZABETH RODRIGUEZ as Grantor(s)/Trustor(s) who proved to be on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to within instrument and acknowledged to me that he/she/ they execute the name in his/her/ their authorized capacity(ies) and that by his/her/their signature in the instrument the person(s) acted or executed the instrument. I certified under PENALTY OF PERJURY under the laws of the State of FLORIDA, for the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature James Richard Giera (seal)



NOTICE OF REVOCATION OF POWER OF ATTORNEY

ATTENTION: All Respondents listed above.

ELIZABETH RODRIGUEZ DOES HEREBY DECLARE:

That, due to the discovery of various elements of fraud, fraudulent inducement, fraudulent misrepresentation, entrapment and non disclosure resulting in the deprivation of my property by AMTRUST BANK audit and close perusal of the purported Loan, Trust of Deed, and Security Agreement. I, ELIZABETH RODRIGUEZ do hereby refuse to knowingly accept or otherwise participate in ANY part of fraud and other wrongful actions involving the purported Promissory Note/Security Instrument/Trust Deed; and, further do hereby revoke, rescind, and terminate all our signatures relating to any and all said deeds, notes, and agreements from their inception.

Furthermore, I, ELIZABETH RODRIGUEZ do hereby revoke, terminate and rescind all Powers of Attorney, in fact or otherwise, previously assigned by us, implied in law, by trust or otherwise, with or without our consent and or knowledge, as such pertains to any property, real or personal, promissory note, deed of trust and mortgage signed on the date of MARCH 18, 2009.or otherwise, under Deed of Trust Record No. **1983804**; Recorded Date: MARCH 26, 2009; APN: 33-39-23-00015-0000-00048 involving said property more commonly known and identified as: 2561 Stockbridge sq, Vero Beach, FL 32962

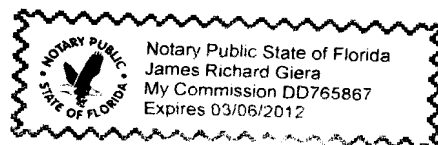
Elizabeth Rodriguez
ELIZABETH RODRIGUEZ

Acknowledgment

State of Florida)
)
County of Orange)

Subscribed and sworn to (or affirmed) before me on this 10th day of August, 2009 by Elizabeth Rodriguez, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature James Richard Giera (seal)



NOTICE OF REMOVAL

To: ALL RESPONDENTS ADDRESSED ABOVE

TRUSTOR(s)/GRANTOR(s): ELIZABETH RODRIGUEZ does hereby give reference to the Deed of Trust drawn and executed by **ELIZABETH RODRIGUEZ**, as Trustor(s)/Grantor(s)/Creator(s) with further given to the following described real property situated in:

**LOT 48, BRADFORD PLACE, ACCORDING TO THE PLAT, THEROF AS
RECORDED IN PLAT BOOK 21, PAGE 28, PUBLIC RECORDS OF INDIAN
RIVER; COUNTY OF INDIAN RIVER, STATE OF FLORIDA.**

The street address or other common designation, if any, of the real property described above is purported to be: 2561 Stockbridge sq, Vero Beach, FL 32962

GRANTOR(s)/TRUSTOR(s): ELIZABETH RODRIGUEZ by actual and Constructive Notice does hereby declare:

- 1) Effective Immediately**, the undersigned **ELIZABETH RODRIGUEZ**. forever removes/releases/discharges all "Trustees, Successor Trustees, Substituted Trustees, Agents, Servicers, Assigns, Transfers, known and unknown, including: **AMTRUST BANK, FEDERAL SAVING BANK; COSMOPOLITAN TITLE AGENCY, INC. FIDELITY NATIONAL DEFAULT SOLUTIONS TUSTIN; EXECUTIVE TRUSTEE SERVICES, LLC., and MERS** existing under the laws of Delaware; and thereby removing and terminating the same from any and all duties forever barring and stopping the aforesaid from any further appointments or assignments originally granted or contained within the Deeds of Trusts concerned herein.
- 2) Effective immediately**, the undersigned **ELIZABETH RODRIGUEZ** forever revokes/cancels/voids/rescinds any and all duties appointments or assignments originally granted by the Revocation of Power of Attorney, Authority or otherwise granting and or

signatures, including, but not limited to: AMTRUST BANK and MERS, and any addresses named above; thereby removing and terminating the same from all duties and forever barring and stopping the aforesaid of any further appointment of any and all Trustees, Successor Trustees, "Substitutes" or "Beneficiary(s)".

LET IT BE KNOWN that all the above mentioned: Trustee, Successor Trustee(s), Beneficiary(s), Assigns, Substitutes, known or unknown in clauses 1 and 2 above are hereby directed to immediately **CEASE** and **DESIST** any further actions through said appointments/assignments granted in or from original Record No. **1983804**, dated **MARCH 26, 2009**. Any such continued or further action by **ANY** of the above named parties may result in legal actions against them.

BE it Further known, GRANTORS, TRUSTORS: **ELIZABETH RODRIGUEZ** does hereby declare that: Effectively immediately, all duties and benefits of "Trustee" and "Beneficiary" as set forth in the original Deed of Trust, are hereby reassigned by Quitclaim to **ELIZABETH RODRIGUEZ**. (Trustee(s), **ELIZABETH RODRIGUEZ**).

ACTUAL AND CONSTRUCTIVE NOTICE

All trustee(s), Successor Trustee(s) and Beneficiary(s) named in the Deed of Trust as Trustor(s) dated **MARCH 18, 2009**, and recorded **MARCH 26, 2009** under original Deed of Trust Instrument No. **1983804** **ARE** hereby Removed/ Released/ Dismissed of all duties, expressed or implied, effective immediately. The aforesaid trustee(s), Successor Trustee(s), and Beneficiary(s) are expressly directed to **CEASE** and **DESIST** any further duties and action of said appointment(s) and or assignment(s), including debt collection and any foreclosure actions under any number. Any continued actions of any nature against the property described above may result in legal actions being taken.

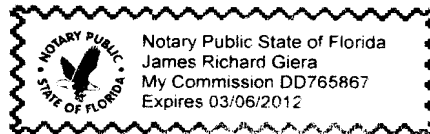

ELIZABETH RODRIGUEZ

ACKNOWLEDGMENT

State of Florida)
)
County of ORANGE)

Subscribed and sworn to (or affirmed) before me on this 10th DAY of August 2008, by Elizabeth Rodriguez, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature James Richard Giera



**NOTICE OF
REVOCATION OF POWER OF ATTORNEY**

Elizabeth Rodriguez DO HEREBY DECLARE:

That, due to the discovery of various elements of fraud, fraudulent inducement, fraudulent misrepresentation, entrapment, and nondisclosure resulting in the deprivation of our property by AMTRUST BANK and/or by any of its agents and/or assignees; and, after a recent review/audit and a close perusal of the purported Loan, Trust Deed, and Security Agreement records - We, Elizabeth Rodriguez do hereby refuse to knowingly accept, or otherwise participate in ANY part of fraud and other wrongful actions involving the purported Promissory Note/Security Instrument/Trust Deed; and, further do hereby revoke, rescind, and terminate all our signatures relating to any/all said deeds, notes, and agreements from their inception.

Furthermore, We, Elizabeth Rodriguez, do hereby revoke, terminate, and rescind all Powers of Attorney, in fact or otherwise, previously assigned by us, implied in law, by trust or otherwise, with or without our consent and/or knowledge, as such pertains to any property, real or personal, promissory note, deed of trust and mortgage signed on the date of March 18, 2009 or otherwise, under Deed of Trust Record #1983804 and Recorded 3/26/2009, involving the property specifically addressed and identified as 2561 Stockbridge sq SW, Vero Beach, FL 32962.

Elizabeth Rodriguez

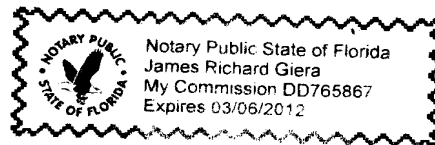
JURAT

State of Florida

County of Orange

Subscribed and sworn to (or affirmed) before me on this 10th day of August, 2009, by Elizabeth Rodriguez, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature James Richard Giera (seal)



From: Elizabeth Rodriguez
2561 Stockbridge Square SW
Vero Beach, FL [32962]

Date: August 10, 2009

To: AMTRUST BANK
1801 EAST NINTH STREET SUITE 200
CLEVELAND, OH 44114

AMTRUST BANK
P.O. BOX 11041
Orange, CA 92856-8141

Re: Original Loan # 2944075 APN#33-39-23-00015-0000-00048
Commonly Known Address: 2561 Stockbridge Square SW, Vero Beach, FL [32962]
Deed of Trust Record: #1983804 - Record Date 03/26/2009

Notice of Right to Cancel

*Notice to Agent is Notice to Principal
Notice to Principal is Notice to Agent*

Parties: Elizabeth Rodriguez (Alleged Borrower(s) hereinafter **Borrower(s)** and, Amtrust Bank., (Alleged Lender(s) – hereinafter **Lender**)

Attention: Amtrust Bank

This communication will serve as our **Notice of Right to Cancel** dated August 6, 2009. TILA (Truth in Lending Act, 15 USC §1601 et seq; 12 CFR Part 226) allows three (3) years to review Disclosure Documents. The referenced 'Three Day Right to Cancel must have a trigger to begin. That trigger, is when the Lender has provided the Borrower with ALL of the required Disclosures under TILA, and that the same are true, complete, accurate, and timely provided.

Being as the entire purported loan/mortgage process and Deed of Trust referenced herein and throughout, was obtained by wrongful acts of fraud, fraudulent inducement, concealment, and fraudulent misrepresentation, the borrower has other recourse, right, and cause of action under numerous state and federal statutes. Acts of fraud taint/void everything it touches as the US Supreme Court has declared: "***There is no question of the general doctrine that fraud vitiates the most solemn contracts, documents, and even judgments.***" (United States v. Throckmorton, 98 U.S. 61)

To this date, Lender has never provided Borrower with true, complete, accurate or timely documents as required. **ONLY AFTER** such provision has been done, can the '3 DAY RIGHT TO CANCEL' period begin. If the required full Disclosure(s) have not been provided, then the period in which to Cancel is extended for up to three (3) years, OR until Lender moves to foreclose.

The records, thus far evidence, that **Borrower** has requested to cancel within the stipulated three year time period, while still waiting to receive all Truth-in-Lending disclosures as required by Federal Law, the same of which have never been received.

A close perusal/audit of Borrower's mortgage documents has revealed certain Disclosure Violations; and, that the Borrower has the remedial right and remedy (UCC 1-201 (32) (34)), *inter alia*, to invoke their Right of Rescission (ROR) as further evidenced by the original NOTICE OF RIGHT TO CANCEL. You will also please find Borrower's signed and dated NOTICE to the Lender(s), Successor(s) and Beneficiary as stated on the NOTICE OF RIGHT TO CANCEL, if provided in the loan package. If such Notice was not provided, **this written Notice of communication is provided in lieu thereof.**

After sufficient NOTICE has been given to Lender, the Lender is required by Federal Law to CANCEL any lien(s) and to CANCEL any security interest on the Borrower's home within twenty (20) days. The Lender must also return any money, interest, fee, and/or property to Borrower, as well as any money/funds given to any persons or other fiction in law/entity in connection with said transaction.

In accordance with both State and Federal law or until the Lender complies, Borrower may retain the proceeds of the transaction. If it should be 'impractical' or 'unfair' for the Borrower to return the property when gross discrepancies, fraud, or other wrongful acts are discovered - then he/she/they may offer its 'Reasonable Value'.

In the event the Lender should fail or refuse to take possession of the property or return the borrower's money offer within twenty (20) days. Borrower may then regain/acquire all rights to clear title and re-conveyance under Federal Law and provisions of TILA.

Additionally, Borrower has the right to offer Lender a Reasonable Value. **However**, the penalty that a bank can face for violations of TILA and other State and Federal law can be as much as triple damages . . . i.e., triple the amount of the interest the bank stood to fraudulently make off of the mortgage/loan transaction. Therefore, the borrowers hereby in good faith make the following offer: Borrowers will forgive AMTRUST BANK. Any liability incurred by its wrongful actions, provided AMTRUST BANK rightfully forgive Borrowers the full amount of mortgage/credit you fraudulently allege to have given. In addition, Borrowers make the one time demand of \$150,000.00 for any loss, damage, and injury they have sustained; and, that AMTRUST BANK. Also remove all/any negative comments on Borrower's credit report attributed to this transaction.

Any default, failures, or non-compliance on the Lender's part to perform as herein directed within twenty (20) days of receipt shall constitute this Notice of Right to Cancel as valid and fully agreed/accepted pursuant to the terms and conditions as set forth herein and throughout.

Sincerely,

Elizabeth Rodriguez

Elizabeth Rodriguez

ACKNOWLEDGMENT

State of Florida)

)

County of Orange)

Subscribed and sworn to (or affirmed) before me on this 10th DAY of August 2009, by Elizabeth Rodriguez proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature

James Richard Giera

