



**TOM DALY**  
CLERK-RECORDER

PROPERTY RECORDS  
BIRTH AND DEATH RECORDS  
MARRIAGE LICENSES/RECORDS  
PASSPORTS  
FICTITIOUS BUSINESS NAMES  
NOTARY REGISTRATION  
ORANGE COUNTY ARCHIVES

## **NOTICE OF UNRECORDABLE DOCUMENT**

*[Pursuant to Government Code 27203, 27204]*

The document entitled: CORRECTION GRANT DEED

was presented by: Kareem Salessi

on: October 9, 2009, 2:03 p.m.

The Document is: Attached for information

The County Recorder's Department has deemed the document unrecordable for the following reason(s):

- We are not aware of any legal provision for recording a Grant Deed for correction that does not correct a specific error in the original recording. Presentor has not provided sufficient citation of a legal reference which permits or provides for such a recording.

Presentor has a legal right to judicial review of the Recorder's refusal to record the document in a State of California Court of competent jurisdiction.

---

NOTE: It is a public offense to further attempt to record this document without a State of California court order as provided by California Code 27204.

This Notice of Unrecordable Document was given to presentor on October 9, 2009.

Terri Nissen  
Supervising Deputy Recorder

RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:  
Kareem Salessi  
20262 Crown Valley Parkway,  
B-174; Laguna Niguel, Ca. 92677

APN: 637-124-12

### CORRECTION GRANT DEED

Kareem Salessi, named grantee in recorded document # 20020984379 attached, and incorporated herein as (Exhibit-A), GRANTS to:

Kareem Salessi, a/k/a Karim Salessi, in FEE SIMPLE ABSOLUTE, the following described real property located at:

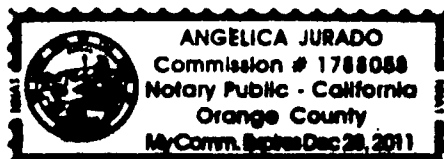
28841 Aloma Ave., Laguna Niguel, California, with this legal description:  
63 OF TRACT 7340, IN THE CITY OF LAGUNA NIGUEL, COUNTY OF ORANGE, CALIFORNIA AS PER MAP  
RECORDED IN BOOK 280, PAGE (s) 1 to 4, INCLUSIVE OF MISCELLANEOUS MAPS IN THE OFFICE OF THE  
COUNTY RECORDER FOR THE SAID COUNTY; Assessor's Parcel No.637-124-12

The (Exhibit-A) Grant Deed was a complete forgery, and a nullity, as documented by the recorded document # 20080000383999 herein attached as (Exhibit-B), and did not pass title to Kareem Salessi who informed Orange County Recorder; Sheriff; and District Attorney, of this forgery in 2007, but they all refused to prosecute the forgeries, in violation of inter alia, Gov. Code §§27203-27203.5, CC §§3412; 3294 et seq, thus liable for all damages.

The sellers and the forgers who were defendants in OSC Case # 04CC11080, and now in Federal Case # SACV 08-01274 DOC (MLGx) have refused to deliver a corrected grant deed to Kareem Salessi, therefore pursuant to Civil Codes §§3387; 3050 GRANTOR/GRANTEE herein records this correction grant deed to become effective retroactively as of 11/5/2002.

This GRANT DEED nullifies any potentially adverse after-acquired claims.

Dated: 10/9/2009



State of California County of  
Orange  
Subscribed and sworn to (or affirmed)  
before me on this 9 day of October, 2009 by  
Kareem Salessi  
proved to me on the basis of satisfactory evidence  
to be the person(s) who appeared before me.  
Signature [Signature]  
(Seal)

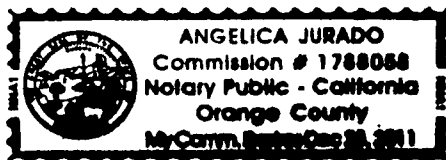
# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

On October 9, 2009 before me, Angelica Jurado, notary public

personally appeared Kareem Saleesi



who proved to me on the basis of satisfactory evidence to be the person(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 authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Signature]

Place Notary Seal Above

## OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### Description of Attached Document

Title or Type of Document: Correction Grant Deed

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

Signer's Name: \_\_\_\_\_

- ☐ Individual  
☐ Corporate Officer — Title(s): \_\_\_\_\_  
☐ Partner — ☐ Limited ☐ General  
☐ Attorney in Fact  
☐ Trustee  
☐ Guardian or Conservator  
☐ Other: \_\_\_\_\_

Signer Is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER  
Top of thumb here

# **Exhibit-A**

RECORDING REQUESTED BY

AND WHEN RECORDED MAIL TO:

Kareem Saleesi

28841 ALOMA AVE  
LAGUNA NIGUEL, CA  
92677

RECORDING REQUESTED BY:  
COMMONWEALTH LAND TITLE

This Document was electronically recorded by  
Common Wealth

Recorded in Official Records, County of Orange  
Darlene Bloom, Clerk Recorder



28.00

20020984379 04:19pm 11/07/02

118 4 G02 2

243.65 243.65 0.00 20.00 2.00 0.00 0.00 0.00

A.P.N.: 637-124-012

Order No.: 2207951-1

Escrow No.: 454-1152

## GRANT DEED

THE UNDERSIGNED GRANTOR(S) DECLARE(S) THAT DOCUMENTARY TRANSFER TAX IS: COUNTY \$487.30 & CITY \$0.00

- ☒ computed on full value of property conveyed, or  
☐ computed on full value less value of liens or encumbrances remaining at time of sale,  
☐ unincorporated area; ☒ City of Laguna Niguel, and

FOR A VALUABLE CONSIDERATION, Receipt of which is hereby acknowledged,  
Patrick Ortiz and Debbie Ortiz, husband and wife as joint tenants

hereby GRANT(S) to Kareem Saleesi, a married man as his sole and separate property

the following described property in the City of Laguna Niguel, County of Orange State of California;

Lot 63 of Tract 7340, in the City of Laguna Niguel, County of Orange, California as per map recorded in Book 280, Page(s) 1 to 4, Inclusive of Miscellaneous Maps in the Office of the County Recorder of said County.

Patrick Ortiz

Debbie Ortiz

Document Date: November 06, 2002

STATE OF CALIFORNIA )SS

COUNTY OF ORANGE

On NOVEMBER 5, 2002 before me, ANN E. SKINNER,

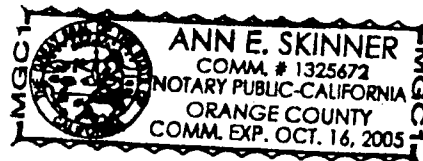
personally appeared PATRICK ORTIZ AND DEBBIE ORTIZ,

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

This area for official notarial seal.



Mail Tax Statements to: SAME AS ABOVE or Address Noted Below

## CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

STATE OF CALIFORNIA  
COUNTY OF CRANGE

On NOVEMBER 5, 2002 before me, ANN E. SKINNER

personally appeared KAREEM SALESSI

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(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 authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature



### OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

### DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signature(s) other than named above \_\_\_\_\_

### CAPACITY (IES) CLAIMED BY SIGNER(S)

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S)  
TITLE(S) \_\_\_\_\_
- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN OR CONSERVATOR
- ☐ OTHER \_\_\_\_\_

Right Thumbprint
of Signer
Top of Thumb Here

- ☐ INDIVIDUAL
- ☐ CORPORATE OFFICER(S)  
TITLE(S) \_\_\_\_\_
- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL
- ☐ ATTORNEY-IN-FACT
- ☐ TRUSTEE(S)
- ☐ GUARDIAN OR CONSERVATOR
- ☐ OTHER \_\_\_\_\_

Right Thumbprint
of Signer
Top of Thumb Here

### SIGNER IS REPRESENTING:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# **Exhibit-B**

**RECORDING REQUESTED BY:**  
**And when recorded return to:**  
**Kareem Salessi**  
**28841 Aloma Ave.,**  
**Laguna Niguel, Ca. 92677.**  
**(949) 218 7666**

Recorded in Official Records, Orange County  
Tom Daly, Clerk-Recorder

30.00

2008000383999 02:15pm 08/12/08

230 200 N03 9

0.00 0.00 0.00 0.00 24.00 0.00 0.00 0.00

**Indexing instructions:**  
**This notice must be indexed**  
**as follows:**  
**Grantor and grantee index-**  
**Each claimant is a grantor.**

### **NOTICE OF INTENT TO PRESERVE INTEREST**

**This notice is intended to preserve an interest in real property from extinguishment pursuant to Title 5 (commencing with Section 880.020) of Part 2 of Division 2 of the Civil Code (Marketable Record Title).**

**CLAIMANT:**

**KAREEM SALESSI**  
**- 30262 Crown Valley Parkway,**  
**B-174, Laguna Niguel, Ca. 92677**

**INTEREST:**

**FEE SIMPLE ABSOLUTE, FREE & CLEAR OF ALL CLAIMS.**  
**Per Documents # 20020984379, # 2007000735305,**  
**#2008000267078, # 2008000125844, in official records**  
**of County of Orange; O.C. Sheriff Crime Report# 06-058562;**  
**OSC Cases 04CC11080, 30-2008-00107531; Appellate Cases #**  
**G038002, G040713; Grant deeds and loan documents were**  
**forged by First Team Real Estate & Coast Cities Escrow, in**  
**Nov. 2002, & are void, Penal Codes §§115.5; 470-480, et seq.**  
**28841 Aloma Ave. Laguna Niguel, Ca. 92677; OR:**  
**LOT 63 OF TRACT 7340, IN THE CITY OF LAGUNA NIGUEL,**  
**COUNTY OF ORANGE, CALIFORNIA AS PER MAP**  
**RECORDED IN BOOK 280, PAGE (s) 1 to 4, INCLUSIVE OF**  
**MISCELLANEOUS MAPS IN THE OFFICE OF THE COUNTY**  
**RECORDER FOR THE SAID COUNTY;**  
**Assessor's Parcel No.637-124-12**

**SEE EXHIBITS:** ←

**A, B, C, D, E**

**PROPERTY:**



# **Exhibit-C**

they look at the record or not, and has priority over any other transfer. See CC §1214; *Triple A Mgmt. Co., Inc. v Frisone* (1999) 69 CA4th 520, 81 CR2d 669. By contrast, if a buyer fails to record the deed, subsequent bona fide purchasers or encumbrancers who first record will gain priority over the prior unrecorded deed. *Wilson v Nichols* (1940) 39 CA2d 527, 103 P2d 1007.

### §13.87 C. Defects or Exceptions to Constructive Notice

Not every document recorded provides constructive notice. Surveys do not impart constructive notice, because a record of survey is not an instrument or a conveyance under CC §§1213, 1215. *Stearns v Title Ins. & Trust Co.* (1971) 18 CA3d 162, 95 CR 682. Nor do recorded notices of default or notices of sale relating to nonjudicial foreclosures provide constructive notice. CC §2924b(f); *Glavinich v Commonwealth Land Title Ins. Co.* (1984) 163 CA3d 263, 209 CR 266.

Certain defects in a recorded document may result in that document providing no constructive notice. For example, a deed that incorrectly describes the land it is intended to convey does not give constructive notice of the transfer of that land (*Davis v Ward* (1895) 109 C 186, 41 P 1010), nor would recording a forged instrument give constructive notice of its existence (*Hopkins v Fresno County Abstract Co.* (1918) 36 CA 699, 173 P 106). With respect to defects in the execution of an instrument, or in the certificate of acknowledgment or lack of a certificate, CC §1207 provides generally that, if otherwise properly recorded, such instruments give constructive notice one year after recordation, despite the defect.

Not all defects are caused by the parties. The county recorder may improperly index an instrument with the result that the instrument provides no constructive notice. See *Hochstein v Romero* (1990) 219 CA3d 447, 268 CR 202. The recorder may be held liable for damages if the recorder acts willfully or negligently in recording or indexing a document. Govt C §§27203-27203.5.

### D. Procedures for Recording

#### §13.88 1. Form of Instrument

Government Code §27361.6 requires a special format for docu-

RECORDED'S LIABILITY

<http://www.leginfo.ca.gov/cgi-bin/waisgate?WAISdocID=0191636410+0+0+0&WALSaction=retrieve>

# **CALIFORNIA CODES GOVERNMENT CODE SECTIONS:**

**27203.** Any recorder to whom an instrument proved or acknowledged according to law or any paper or notice which may by law be recorded is delivered for record is liable to the party aggrieved for the amount of the damages occasioned thereby, if he or she commits any of the following acts:

(a) (1) Neglects or refuses to record the instrument, paper, or notice within a reasonable time after receiving it. This subdivision shall not apply to an instrument, paper, or notice that the recorder has determined to be an unrecordable document pursuant to this chapter. Nothing in this subdivision shall preclude the application of Section 27201.

(2) The recorder may provide, to any person presenting a document the recorder determines to be an unrecordable document, a form stating that the person has the right to judicial review in a court of competent jurisdiction of the recorder's refusal to record the document. The form shall include a section stating the recorder's reason for refusing the document. The form shall provide notice that it is a public offense to further attempt to record the document without an order of the court as provided by Section 27204. The recorder shall keep a correct copy of the refused document. In the event the document is determined by the court to be a recordable document, the recorder shall pay the filing fees for the review, and shall record the document within a reasonable time.

(b) Records any instrument, paper, or notice, willfully or negligently, untruly, or in any manner other than that prescribed by this chapter.

(c) Neglects or refuses to keep in his office or to make the proper entries in the indices required by this chapter.

(d) Alters, changes, obliterates or inserts any new matter in any records deposited in his office. The recorder may make marginal notations on the records in his office indicating the affixing of internal revenue stamps to documents subsequent to recordation or the affixing of such stamps to original deeds on file in the office of the registrar of titles.

**27203.5.** If the recorder willfully and maliciously commits any of the acts described in Section 27203 or if he derives a personal financial benefit from committing any of those acts, he is liable to the party aggrieved for three times the amount of damages occasioned thereby.

10-29-2009

Mr. Tom Daly,  
Orange County Clerk-Recorder  
12 Civic Center Plaza, Room 101  
Santa Ana, Ca. 92701  
(714) 834 2500/834 2675

1  
Kareem Salessi  
Bank Fraud & forgery victim  
30262 Crown Valley Blvd. B 174

**RE: NOTICE OF UNRECORDABLE DOCUMENT, dated 10/9/09**

Dear Mr. Daly:

On 10/9/09 I presented for recording to your above address a "CORRECTION GRANT DEED" to my house located at 28841 Aloma Ave., Laguna Niguel, Ca. 92677. For reference, I attached the first page of another document I had recorded on 8/12/08 at your office. The 8/12/08 document provides proof of fact that the original purported grant deed to me of this property had been a complete forgery. Your office rejected the corrective deed documents and mailed me a NOTICE from you with the following bullet point:

"We are not aware of any legal provision for recording a Grant Deed for correction that does not correct a **specific error** in the original recording."

According to your above notice, you had no objections to the recording of a correction but that I had not specified a **specific error** that I wanted to be corrected. On the contrary, I had provided this specificity by attaching the 8/12/08 document. However, I can understand that your staff obviously did not take it upon herself to cross check what is to be corrected, although it had been explained with legal citations on the face of the DEED. However, I herewith try to fully document, with legal points and authorities, what specific details were errors in the original forged grant deed recorded on 11/7/02, as it appeared in (Exhibit-A) of the rejected DEED. Please see the forensic handwriting expert's certification of the forgeries attached as exhibits, and incorporated herein with this reference as if set forth in full. The forgeries, as quoted from my operative federal complaint # SACV 08-01274 DOC (MLGx) are described in pages 48-50 as follows:

**COUNT-6:**

**FOR PREPARATION & RECORDATION OF FALSE DOCUMENTS**

**SALESSI v. Commonwealth, Skinner, Coast Cities Escrow; Cameron Merage; Golden West; World Savings; Wachovia; County of Orange:**

- 135-** The general allegations and the allegations contained in all the above paragraphs, inclusive are incorporated in this cause of action.
- 136-** On, or about, 11-7-2002 defendants, without Plaintiff's knowledge or consent, fabricated and recorded at least two forged Grant Deeds, and at least two Forged Deeds of Trust,. The said Deeds had been forged by defendants in the following way:
- 137-** All the signatures, and mandatory details, appearing on the Aloma property's GRANT-DEED are forgeries. These forgeries include, but are not limited to, the following material items each of which items, on its own, rendered the GRANT-DEED null and void by the operation of law, as of the date of recording by Commonwealth, on 11/7/2002:
- a. the purported signatures of Patrick Ortiz (a fictitious name);
  - b. The purported name of seller Patrick Ortiz, who does not exist;
  - c. the purported signature of Debbie Ortiz (a fictitious name);
  - d. the purported name of seller Debbie Ortiz, who does not exist. The true names of the purported grantors were Patrick F. Ortiz and Debra A. Ortiz;
  - e. notary acknowledgement of defendant Skinner who was in Florida on the date of acknowledgement;
  - f. notary stamps and signatures purportedly of Ann E. Skinner, Coast's manager, are all forgeries, evident even to untrained eyes, and in comparison to her signatures on her notary oath, and bond.
  - g. The Assessor's Parcel Number 637-124-012 is false;
  - h. The dates appearing as the date document created and the date executed are in reverse order and render the deed void by itself.
- 138-** As a result of the above detailed forgeries the forged Grant Deed did not pass legal title to Plaintiff Salessi, and as such legal title still remains in the names of defendant Ortizes, as in when they purchased the property in 1997

with the Grant-Deed. Defendants thus violated the California common laws as set forth below:

**139-** The subject property forged Grant Deeds is void, in the Salessi case: A forged deed is completely void and ineffective to transfer any title to the grantee<sup>1</sup>, here Salessi. A subsequent title derived through a forged instrument is completely unenforceable, even if recorded and held by a bona fide purchaser.<sup>2</sup> Therefore, as a matter of law the Grant Deed from the Ortizes purporting to grant title to Salessi is completely void and the Ortizes must be ordered to deliver to plaintiff a legally acknowledged, and notarized, Grant Deed, signed, notarized and acknowledged at plaintiff's presence. In the alternative, the court should issue a judicial fee-simple title in plaintiff Salessi.

**140-** By the multiple known acts of forgery and recordation, defendants also violated Title 18 USC §1341 (mail fraud), in addition to Title 18 USC §1343 (wire fraud), in four counts. By these acts they established a pattern of such criminal conduct, and thus satisfied the violation of RICO Title 18 USC §1961-1968, with mail and wire frauds as its predicate acts.

**141-** Against these defendants Salessi is entitled to at least \$40,000. of civil damages for four counts of felonious recordations, pursuant to PC §115. Further, Salessi is probably entitled to four times \$75,000. as criminal penalties for each count of felonious recordation. The state has waived its rights by refusing to take any action, and thus siding with the defendants here, therefore, Salessi believes that this court can render such judgment for Salessi.

**142-** Salessi further seeks RICO damages against these defendants for their criminally-patterned acts in this regard, pursuant to 18 USC 1962.

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<sup>1</sup> Wutzke v. Bill Reid Painting Service, Inc. (1984) 151 Cal.App.3d 36, 43 [198 Cal.Rptr. 418]; Forte v. Nolfi (1972) 25 Cal.App.3d 656, 674 [102 Cal.Rptr. 455] (note and deed of trust); West's Key Number Digest, Deeds ¶56(5), 70, 196(2), 211(3) [Miller & Starr: § 8:53. Forgery].

<sup>2</sup> AS ABOVE

**143-** These defendants have jointly, and severally, been the actual and proximate cause of Salessi's damages in the past 6+ years, therefore, Salessi is entitled to relief against them. **[END OF QUOTE]**

In August 2008, my recorded document of 8/12/08, appearing in (Exhibit-B) of my rejected DEED, had also been served to counsel for defendants of First Team Real Estate, and World Savings, in Appellate Case # G038002. The document was uncontested and one year has already passed, which by the operation of law makes it a proof of fact, since defamation by publication has a one year statute of limitation. Therefore pursuant to both federal and state codes of evidence, including Evidence Code § 602, the 8/12/08 document established an undeniable proof of fact, is self-authenticating, and inexpugnable even by court order. Also, having proved the voidness original grant deed pursuant to Evidence Code § 606, I have established that the recorder must do all it takes to expunge it from the record, pursuant to CC § 3314, and take the initiative to correct it.

3412

Since at all times the fraudulent sellers of the house, namely the Ortizes, had refused to prepare and deliver to me a true grant deed, I never acquired legal title and have been irreparably harmed pursuant to California Civil Code § 3387 which provides:

***"It is to be presumed that the breach of an agreement to transfer real property cannot be adequately relieved by pecuniary compensation. In the case of a single family dwelling which the party seeking performance intends to occupy, this presumption is conclusive. In all other cases, this presumption is a presumption affecting the burden of proof."***(Emphasis added) [see also ¶139 above]

Therefore, it is clear that with my "CORRECTION GRANT DEED", notarized on 10/9/09, I was attempting to exercise my legal rights to replace the original void grant deed with the corrected one, pursuant to, inter alia, California Civil Code § 3050 (Purchaser's lien) which provides:

***"One who pays to the owner any part of the price of real property, under an agreement for the sale thereof, has a special lien upon the property, independent of possession, for such part of the amount paid as he may be entitled to recover back, in case of a failure of consideration."***

See also these applicable citations:

- This statute, giving a lien for the purchase money paid for land where there is a failure of consideration, was not intended to be exclusive, and to abrogate previously established rules of equity on the subject, and does not prevent a lien for the purchase money paid after the purchaser rescinds for the vendor's fraud.

Montgomery v. Meyerstein (1921) 186 Cal. 459, 199 P. 800. Vendor And Purchaser 337

- A purchaser of realty who rescinds a contract for the vendor's fraud is entitled to a lien on the property for the portion of the purchase price paid before the rescission. Montgomery v. Meyerstein (1921) 186 Cal. 459, 199 P. 800. Vendor And Purchaser 337

### **Other supporting information:**

On, or about, 2/6/08, the county recorder's staff notified me that the signatures of the purported Notary Public, namely Ann E. Skinner, of First Team Real Estate, and Coast Cities Escrow, were forged on all the four documents recorded on 11/7/02. This included the forged original grant deed. I requested that the county staff certify that the signatures do not match. They refused. Thereafter I told them, in public forum, that the documents were all recorded in violation of numerous penal codes including PC §115.5, and PC §§470:480 of which they were unaware, and had to look it up in Westlaw books. I then told them that the Orange County Recorder was the hub and center of the real estate organized crime / fraud to which they did not express any defenses. I stated that it was worse than a Mafia, to which they did not contest. Here is a great proof of my uncontested accusations against your crime/fraud hub:

Pursuant to Government Code §27279.3, throughout California, only Orange and San Bernardino Counties (highest fraud counties) permit title companies to record, by email (or fax), any documents, without proof of authenticity. Three title insurers even have their own web-links on your website's homepage! Which itself implies that they own you as I have pleaded in my lawsuit. The said title insurers have recorded hundreds of thousands of forged property instruments in the past 10 years, some of which forgeries your office has known about. However, instead of initiating criminal proceedings against forgers, which are the title companies acting as facilitators of other criminals, your County Recorder office aids and abets these criminals by every possible means, including by preventing corrections of their forgeries, as in here. Therefore you become liable for full damages of crime/fraud victims, like me, as provided by Government Code §27203.5.

Further, the serious patterns of RICO activity establishes colossal violations of Title 18 USC §§1961-1969, implicating yourself and your entire operational staff of criminal racketeering activities in the systemic theft of real estate across Orange County. Your office is also criminally liable, including for its violations of a host of other state and federal laws, including but not limited to some listed in the attached FBI page titled:



**"MORTGAGE FRAUD IS INVESTIGATED BY THE FBI".**

6

I also have first hand knowledge that your office has been recording thousands of fraudulent deeds of reconveyance by email/fax in the name of fictitious, or fictional, names and addresses, in violation of inter alia, 18 USC §1342. The said fraudulent deeds have been recorded under pretexts of non-judicial foreclosures, without actual foreclosures, but only with the ongoing and fully engineered schemes to fabricate pretexts of foreclosures solely to record a piece of fraudulent paper recorded by your public office, thus leading to what some congressmen called a national coup d'état. As you can see in a few pages of my original 2004 lawsuit (herein attached), against this organized crime industry, in 2002, I had discovered this homeland terrorist coup d'état plan with county recorders' offices as the central hubs of their organized crime networks.

To mitigate my damages I am hereby demanding that you immediately launch a criminal investigation and prosecution of the ongoing forgeries regarding my case, starting with your demanding the sellers (the Ortizes) to give me a true grant deed. Further, I demand that you take any intervening actions necessary to protect my legal, and equitable, title against any fraudulent intervening claimants, including one with a fictional name under: **"WACHOVIA MORTGAGE, FSB FKA WORLD SAVINGS BANK, FSB, A FEDERAL SAVINGS BANK"**, a fictional non-entity pursuant to their fraud in violation of fictitious business name statutes, including: California Civil Codes §§2466; 2468; 2469, and the case of NATIONAL CITY FINANCE CO. et al. v. LEWIS, 216 Cal. 254, 14 P.2d 298, which elaborates on similar fictional name violations. A fraudulent such deed was recorded in your office in the above name dated 7/18/08, and you have a public office duty to expunge it.

The violations of the above criminal syndicate is compounded by the violation of California's Business and Professions Code § 7503 (no license shall be issued to collection agency or repossession agency with fictitious name similar to any governmental function or agency or to any existing licensee, or with name that may tend to describe function not performed by licensee or that **may otherwise be deceptive or misleading**); See Annotated, Incorporation of Company Under Particular Name as Creating Exclusive Right to Such Name, 68 A.L.R.3d 1168 (1976).

In fact deception and misleading has been the prime purpose of the former, and bankrupted, Wachovia Corporation managers in its use of this unregistered artifice. "...one lacks standing to sue when it has neither suffered, nor is about to suffer, injury and thus has no right to relief in court." (Pillsbury v. Karmgard (1994) 22 Cal.App.4th 743, 757-758, 27 Cal.Rptr.2d 491; Stocks v. City of Irvine (1981) 114 Cal.App.3d 520, 531, 170 Cal.Rptr. 724.) The above artifice can not claim an

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injury as it was never a beneficiary, nor an assignee, to have a right to a claim of title to anything, particularly to realty by committing criminal acts in recording fraudulent documents as deeds to itself, a self which never existed.

Thousands of ~~fraudulent~~ such fraudulent deeds have been recorded in the Orange County Hall of Records in violation of inter alia: section 17918 of the Business and Professions Code (B & P) which states in most part:


**"§ 17918. Actions barred until statement filed**

No person transacting business under a fictitious business name contrary to the provisions of this chapter, or his assignee, may maintain any action upon or on account of any contract made, or transaction had, in the fictitious business name in any court of this state until the fictitious business name statement has been executed, filed, and published as required by this chapter. For the purposes of this section, the failure to comply with subdivision (b) of Section 17917 does not constitute transacting business contrary to the provisions of this chapter."

In the above code maintain means: "to commence, institute, begin, or bring." (Creditors' Adjustment Company v. Rossi (1915) 26 Cal.App. 725, 727 [construing Civ.Code, § 2468, from which Bus. & Prof.Code, § 17918 is derived].) Alternatively, maintain means to continue the action, rather than to commence it. (See American Alternative Energy Partners II v. Windridge, Inc. (1996) 42 Cal.App.4th 551, 562.) In either case, all the reconveyance deeds under the above named artifice in the this county, or anywhere else, are fraudulent and void.

In my federal case # **SACV 08-01274 DOC (MLGx)**, and other pending actions I have brought this colossal crime-fraud to the fore but law enforcement has acted with utmost cowardice in taking any action against the criminals behind the above named artifice, probably because many government insiders are involved. The criminals, I believe, include some nationwide county recorder staffs who know that the above name is a bogus artifice and do nothing to stop the crime, possibly in return for bribes. Needless to repeat, all these violations directly implicate county recorders.

Thank you.

  
Margaret Salessi,  
Crime/Fraud & forgery victim

10/29/2009

**EXPERT OPINION OF QUESTIONABLE DOCUMENTS  
EXAMINATION BY MICHAEL MATOFF, PER CALIFORNIA  
EVIDENCE CODE SEC.1418:**

**CLIENT'S NAME: KAREEM SALESSI**

**CASE # 04CC11080; Orange County Central Court;**

**CASE # G038002; 4<sup>th</sup> Appellate District, Division Three;**

**SUBJECT: Examination of Signatures & Handwritings on  
questionable documents of record in the above civil cases  
pertaining to a residential property located at:**

**28841 Aloma Ave., Laguna Niguel, Ca. 92677:**

**Conclusive Opinions:**

- 1- Sellers' signatures on recorded GRANT-DEED are forgeries;**
- 2- Signature of Ladan Fonooni, client's wife, on "PRELIMINARY  
CHANGE OF OWNERSHIP REPORT" is forged;**
- 3- Client's handwritings, and markings, on a document dated  
"October 18, 2002" faxed from 949-349 0612 are forgeries.**
- 4- Client's two undated signatures on the above faxed form may  
be photocopies of his actual signatures on other documents.  
(Client states he had declined to sign this document.)**

**I, Michael Matoff, declare under penalty of perjury of the laws of  
California, that the above conclusions are my true expert  
opinions and will testify to that in any court of law. The  
documents examined for coming to these conclusions are listed  
on the next page.**

**Dated: October 27, 2007  
Santa Monica, Ca.**

 **10-27-07**  
**Michael Matoff**

# MORTGAGE FRAUD IS INVESTIGATED BY THE FBI



Mortgage Fraud is investigated by the Federal Bureau of Investigation and is punishable by up to 30 years in federal prison or \$1,000,000 fine, or both. It is illegal for a person to make any false statement regarding income, assets, debt, or matters of identification, or to willfully overvalue any land or property, in a loan and credit application for the purpose of influencing in any way the action of a financial institution.

*Some of the applicable Federal criminal statutes which may be charged in connection with Mortgage Fraud include:*

- 18 U.S.C. § 1001 - Statements or entries generally
- 18 U.S.C. § 1010 - HUD and Federal Housing Administration Transactions
- 18 U.S.C. § 1014 - Loan and credit applications generally
- 18 U.S.C. § 1028 - Fraud and related activity in connection with identification documents
- 18 U.S.C. § 1341 - Frauds and swindles by Mail
- 18 U.S.C. § 1342 - Fictitious name or address
- 18 U.S.C. § 1343 - Fraud by wire
- 18 U.S.C. § 1344 - Bank Fraud
- 42 U.S.C. § 408(a) - False Social Security Number

*Unauthorized use of the FBI seal, name, and initials is subject to prosecution under Sections 701, 709, and 712 of Title 18 of the United States Code. This advisement may not be changed or altered without the specific written consent of the Federal Bureau of Investigation, and is not an endorsement of any product or service.*