

Affidavit of James and Lori Graveling

We, James and Lori Graveling, are over the age of 19 and live in the state Alabama. We are competent to testify and have firsthand knowledge of the following facts unless otherwise stated. Under oath we state that to the best of our knowledge the following is true, correct, complete, and not misleading:

1. In or near September 2011, a company by the name of Coastal States Mortgage Corporation – hereinafter referred to as "Coastal" – alleged that we owed them a debt.
2. In September 2011, we disputed Coastal's allegation that we owed them, and asked for proof that we owed them.
3. On or about September 28, 2011, Coastal sent us a document they alleged was a copy of a note that they alleged James Graveling had signed. A copy of this document is attached to this affidavit as **exhibit "A"** and will hereinafter be referred to as "**note 1.**"
4. On June 6, 2012, Coastal, by its counsel, Ryan Daugherty, of Sirote and Permutt, PC – hereinafter referred to as "Sirote" – filed a document in St. Clair County Court that they alleged was a copy of the alleged note mentioned above. A copy of this document is attached to this affidavit as **exhibit "B"** and will hereinafter be referred to as "**note 2.**"
5. Near June 6, 2012 another company, BankUnited, N.A. – hereinafter referred to as "BankUnited" – stated that Coastal has sold them the alleged note mentioned above. At this point Coastal, by its attorney Ryan Daugherty or Sirote, stated in court that Coastal had not sold it. Later Ryan Daugherty said they had sold it.
6. On or about November 11, 2012, BankUnited, by its counsel, Ginny Rutledge of Sirote, sent a us a document they alleged was a copy of the alleged note mentioned above. A copy of this document is attached to this affidavit as **exhibit "C"** and will hereinafter be referred to as "**note 3.**"
7. While reviewing our records to prepare this affidavit on October 22, 2015, we found yet another document that BankUnited, by its counsel Ryan Daugherty of Sirote, filed into St. Clair County Court on January 16, 2013. On or near the same date he sent it to us. BankUnited and Ryan Daugherty of Sirote alleged it to be a copy of the alleged note

mentioned above. They filed it in court in a pleading asking the judge to dismiss the Graveling's temporary and injunctive relief petition—which stopped BankUnited from foreclosing. A copy of this document is attached to this affidavit as **exhibit "C2"** and will hereinafter be referred to as **"note 4."**

8. On January 18, 2013, two days after "note 4" was filed in court, BankUnited alleges they foreclosed. We believe this foreclosure was illegal.
9. On June 6, 2012, Coastal, by its counsel, Ryan Daugherty of Sirote, filed a document in St. Clair County Court that was alleged to be a copy of a mortgage that they alleged we had signed. A copy of this document is attached to this affidavit as **exhibit "D"** and will hereinafter be referred to as **"mortgage 1."**
10. On or about November 11, 2012, BankUnited, N.A., by its counsel, Ginny Rutledge of Sirote, sent us a document that was alleged to be a copy of the same alleged mortgage mentioned above. A copy of this document is attached to this affidavit as **exhibit "E"** and will hereinafter be referred to as **"mortgage 2."**
11. On July 29, 2014, Ginny Rutledge of Sirote filed a document into Federal Court that she alleged to be a copy of the alleged mortgage mentioned above. A copy of this document is attached to this affidavit as **exhibit "F"** and will hereinafter be referred to as **"mortgage 3."**
12. The documents mentioned above are different from each other and contradict with each other.
13. The following images are unaltered scans of certain portions of the documents mentioned above. The red borders around them were added by us.

14. The following image is a scan of the top part of the first page of "note 1":

I hereby certify that this
is a true and correct copy
of the original

NOTE

[Signature]
Notary Public

September 28th, 2001
[Date]

Moody
[City]

Alabama
[State]

1670 SIMPSON ROAD, ODENVILLE, AL 35120
[Property Address]

15. The following image is a scan of the bottom part of the last page of "note 1":

(Seal)
Borrower

(Seal)
Borrower

[Sign Original Only]

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16. The following image is a scan of the top part of the first page of "note 2":

A scan of the top part of the first page of "note 2". The document is titled "NOTE" in the center. To the right, the word "Graveling" is handwritten in cursive. Below the title, there are three fields: "September 28th, 2001" with "[Date]" below it, "Moody" with "[City]" below it, and "Alabama" with "[State]" below it. At the bottom, the address "1670 SIMPSON ROAD, ODENVILLE, AL 35120" is printed, with "[Property Address]" centered below it.

17. The notary signature that was on "note 1" does not appear on "note 2," but the handwritten word "Graveling" appears on the front of "note 2"! Also, "note 2" shows two holes in the top of the page, which weren't on "note 1."

18. The following is a scan of the bottom part of the last page of "note 2":

A scan of the bottom part of the last page of "note 2". The document features two horizontal lines at the top, each with "(Seal)" and "-Borrower" written below it. In the center, there is a large, bold, and somewhat distorted stamp that reads "PAY TO THE ORDER OF" followed by "Coastal Savings & Loan Corporation" in a script font, then "WITHOUT RESCOURSE" and "FASILE MORTGAGE CORPORATION". Below this stamp, the name "GEORGE C. HAWKINS, JR." is printed, with "PRESIDENT" below it. To the right of the stamp, the text "[Sign Original Only]" is printed. At the bottom left, there is a small circular logo with "BN (0005)" next to it. At the bottom center, it says "Page 3 of 3". At the bottom right, it says "Form 3200 1/01".

19. On "note 2" there is an endorsement – something that shows the alleged note was transferred – that was not on "note 1." This endorsement supposedly took place years before the dispute over the alleged debt, but was not on "note 1."

20. The following image is a scan of the top part of the first page of "note 3":

I hereby certify that this
is a true and correct copy
of the original.

[Signature]
Notary Public

September 28th, 2001
[Date]

Moody
[City]

Alabama
[State]

1670 SIMPSON ROAD, ODENVILLE, AL 35120

NOTE

21. The handwritten "Graveling" is gone, but the notary's signature is back.

22. The following image is a scan of the bottom part of the last page of "note 3":

(Seal) _____
-Borrower

(Seal) _____
-Borrower

PAY TO THE ORDER OF
TAL STATES Mortgage Corporation
WITHOUT RECOURSE
FILE MORTGAGE CORPORATION

GEORGE C. HANNONS, III
PRESIDENT

PAY TO THE ORDER OF _____ [Sign Original Only]
WITHOUT RECOURSE
COASTAL STATES MORTGAGE
CORPORATION
CLARA KEVIA, VICE PRESIDENT

N (0005)

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Form 3200 1/01

23. On "note 3" there is a new endorsement. But the endorsement on the left is different than it was on "note 2": The way "Coastal States Mortgage Corporation" is written is different—Look at the space between "states" and "mortgage" and then look how the word mortgage is written and compare the two documents.

24. The following image is a scan of the top part of the first page of "note 4":

107139804

NOTE *Gravelings*

September 28th, 2001 [Date] Moody [City] Alabama [State]

1670 SIMPSON ROAD, ODENVILLE, AL 35120 [Property Address]

107139804

25. On this document – "note 4" – a handwritten word that seems to be "Gravelings" appears. It is written differently and is in a different location than it was in "note 2." It is different from "notes 1-3" in that it has something that looks like a barcode and the number 107139804 and the same number handwritten on it.

26. The following image is a scan of the bottom part of the last page of "note 4":

(Seal) (Seal)
-Borrower -Borrower

PAY TO THE ORDER OF
COASTAL STATES Mortgage Corporation
WITHOUT RECOURSE
TASTLE MORTGAGE CORPORATION

GEORGE C. HARRIS, III
PRESIDENT

PAY TO THE ORDER OF [Sign Original Only]
WITHOUT RECOURSE
COASTAL STATES MORTGAGE
CORPORATION
CLARA HEVIA, VICE PRESIDENT

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27. The bottom part of the last page of "note 4" seems similar to "note 3", but of course, because the front pages are contradictory, is a distinct document.

28. The following image is a scan of the top part of the first page of "mortgage 1":

983-01
1028258
5003

Return To:
Castle Mortgage Corporation
#2 Metroplex Drive
Ste 200
Birmingham, AL 35209

2001 36305
Recorded in the above
12/10/01 Book & Page
12-10-2001 10:34:46 AM
Notary Public by - Probate Judge
- Elbert County, Alabama

[Space Above This Line For Recording Data]

MORTGAGE

29. The following image is a scan of the top part of the first page of "mortgage 2":

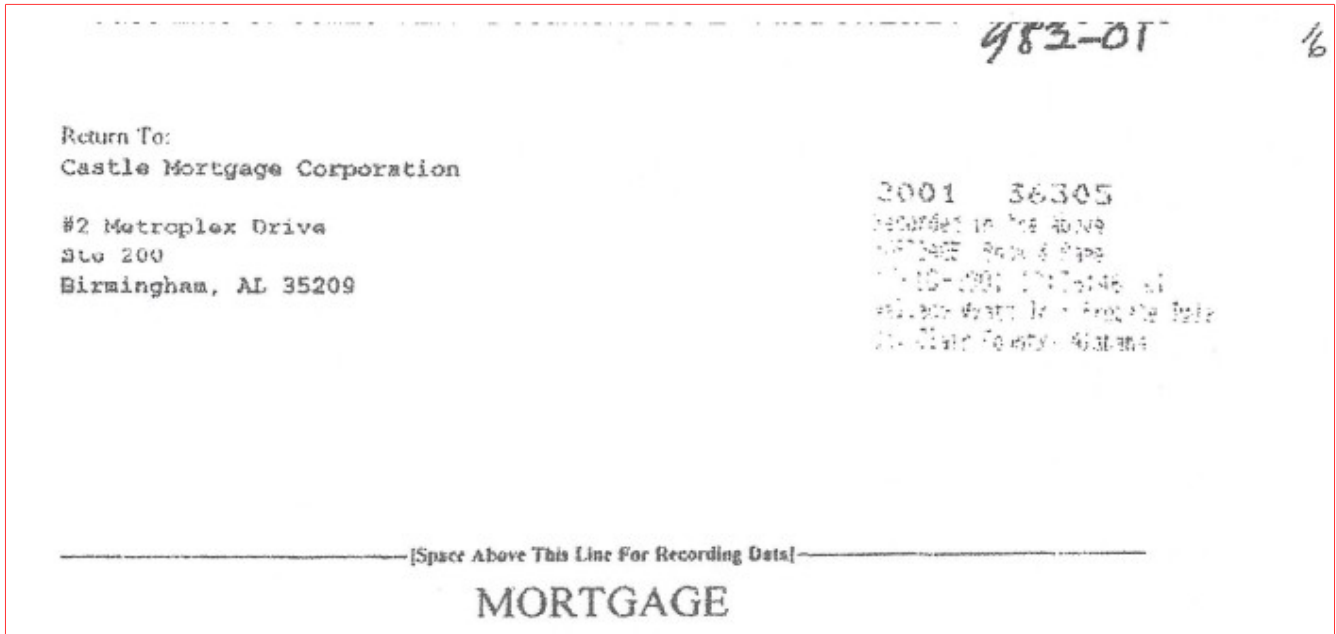
Return To:
Castle Mortgage Corporation
#2 Metroplex Drive
Ste 200
Birmingham, AL 35209

I hereby certify that this
is a true and correct copy
of the original.
[Signature]
Notary Public

[Space Above This Line For Recording Data]

MORTGAGE

30. The recording stamp and the scribbled numbers that were on "mortgage 1" are not on "mortgage 2" but on "mortgage 2" there is what appears to be a notary's signature.
31. The following image is a scan of the top part of the first page of "mortgage 3":



32. On "mortgage 3" the notary signature is gone, the recording stamp is back, and some of the numbers from "mortgage 1" are back, but not all of them.
33. These documents were all alleged to be "true and correct copies of the original." And they were sent to prove that Coastal and/or BankUnited were owed by us.
34. BankUnited's attorney, Ryan Daugherty of Sirote, once sent two different versions of these documents in the same envelope, stating that they were both true and correct copies of the original note and mortgage!
35. In September 2013 we wrote Ryan Daugherty, Ginny Rutledge, and BankUnited telling them that their documents contradicted and gave clear proof of forgery, alteration, and fraud. At that time we had only received ~~three~~ four contradictory documents alleged to be copies of the alleged note and two different documents alleged to be copies of the alleged mortgage.

36. After September 2013, Ginny Rutledge filed another document – "mortgage 3" – on Federal Court that she alleged to be a copy of the mortgage that she alleged we had signed.
37. After September 2013, BankUnited, Ginny Rutledge, Ryan Daugherty, and others alleged that the documents sent to us were copies of the note and mortgage they alleged we had signed.
- 38. These representations of instruments that were sent to us are contradictory and therefore can only be forged; copies of a document could have *differences* if things were added to it but could never be *contradictory*.** If the alleged note did exist, new copies of it could be different from older copies of it if things were added to it such as endorsements, but the new copies could never contradict the older copies.
39. We may or may not have personal knowledge of the following. We believe the following to be true and correct:
1. Forgery has no statute of limitations in Alabama, and is a crime. The definition of forgery is clear:
ALABAMA CODE § 13A-9-3 – FORGERY IN THE SECOND DEGREE:
(a) A person commits the crime of forgery in the second degree if, with intent to defraud, he falsely makes, completes or alters a written instrument which is or purports to be, or which is calculated to become or to represent if completed:
(1) A deed, will, codicil, contract, assignment or a check, draft, note or other commercial instrument which does or may evidence, create, transfer, terminate or otherwise affect a legal right, interest, obligation or status;
 2. The documents sent to us are clearly forged because they contradict and therefore must have been falsely made, completed, or altered.
 3. The documents sent to us represent the note and mortgage that we are alleged to have signed. These documents would clearly evidence, create, transfer, terminate or otherwise affect a legal right, interest, obligation or status – for example, whether we owed BankUnited a debt and whether BankUnited could foreclose our home.
 4. The following law makes it clear that alleging that a forged document is a true

document, with the intent to defraud, is a crime:

ALABAMA CODE § 13A-9-6 – CRIMINAL POSSESSION OF FORGED INSTRUMENT IN THE SECOND DEGREE:

(a) A person commits the crime of criminal possession of a forged instrument in the second degree if he possesses or utters any forged instrument of a kind specified in Section 13A-9-3 with knowledge that it is forged and with intent to defraud.

(b) Criminal possession of a forged instrument in the second degree is a Class C felony.

5. Coastal, BankUnited, Sirote, Ginny Rutledge, Ryan Daugherty, and others all alleged – uttered – the contradictory documents they sent us to to be true and correct copies of the note and mortgage they alleged we had signed. They did so in an attempt to make us believe they had sent true and correct copies of the note and mortgage they alleged we had signed, and therefore had the right to debt collect, foreclose, and sell our property. They also continued to do so even after we had informed them that the documents they had sent were contradictory.
6. Therefore it is clear that Coastal, BankUnited, Sirote, Ginny Rutledge, Ryan Daugherty, and others committed the crime of possession of a forged instrument in the second degree.
7. These parties have committed other wrongs – and perhaps other crimes – against us such as breach of contract, securitization fraud, intimidation, harrasement, unlawful debt collecting, and illegal actions despite constant warnings. They continue to allege that the counterfiet securities they sent us are copies of the note and mortgage they allege we signed.
8. We believe the following sections of law are relevant and may be helpful to those investigating this matter. They are printed out and enclosed with this Affidavit as **exhibit "G"**:

18 U.S. Code § 1341 - Frauds and swindles (1 page, 1 sheet)

18 U.S. Code § 1962 - Prohibited activities (1 page, 1 sheet)

18 U.S. Code § 1963 - Criminal penalties (6 pages, 3 sheets)

18 U.S. Code § 513 - Securities of the States and private entities (2 pages, 2 sheets)

18 U.S. Code § 472 - Uttering counterfeit obligations or securities (1 page, 1 sheet)

40. BankUnited illegally foreclosed our home based on the forged documents mentioned herein—four different contradictory documents they alleged were a note James Graveling had signed and three different contradictory documents they alleged were a mortgage we had signed.

41. Based on its forgery-based foreclosure, BankUnited purportedly sold our home to Roll Tide Homes, LLC for \$55,000.00.

42. Roll Tide Homes, LLC brought an action against us trying to take possession of our home.

Sworn to on October ____, in the year of our Lord Jesus Christ 2015 by:

James Graveling

Lori Graveling

Subscribed and Sworn before me on the ____ day of October, 2015

Notary Public

Seal:

My commission expires: _____