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Foreclosure Hospice - Helping Victims Embrace Early Mortgage Death

If you have become a victim of foreclosure, perhaps you should consider **Foreclosure Hospice** to help you embrace, and maybe even take comfort in, the

Early Death of your Mortgage

Foreclosure Hospice isn't a place, a company, or a service. It's just an IDEA intended to get you to think rationally about the chances of saving your home from foreclosure if you know you have not, cannot, or will not make timely mortgage payments. You have virtually no chance at all. No matter what "defense" you put up, your ownership and possession of your home will die an untimely death. As a foreclosure hospice practitioner, I have only one advice for you: Don't drag out the inevitable. Don't hire a lawyer to keep it on life support. Pull the Plug.

I found a riveting definition for "EQUITY" (as in Florida's foreclosure proceedings) in an old dictionary, and relevant laws in the Florida Statutes:

Equity (Aequitas, quasi Aequalitas) Is defined to be a Correction, or Qualification, of the Law generally made, in that Part wherein it faileth, or is too severe. And likewise signifies the Extension of the Words of the Law to Cases unexpressed, yet having the same Reason; so that where one Thing is enacted by Statute, all other Things are enacted that are of the like Degree: For Example; The Statute of Glouc. gives Action of Waite against him that holds Lands for Life or Years; and by the Equity thereof, a Man shall have Action of Waite against a Tenant that holds but for one Year, or Half-Year, which is wiothut the Words of the Act, but within the Meaning of it; and the Words that enact the one, by Equity enact the other. *Terms de Ley* 303, 304. So that Equity is of two Kinds; the one doth abridge and take from the Letter of the Law; and the other inlarge and add thereto. *Aequitas est perfecta quaedam Ratio, quae Jus Scriptum Interpretatur & Emendat. 1 Inst. 24.* And Statutes may be construed according to *Equity*; especially where they give Remedy for Wrong, or are for Expedition of Justice, &c. *1 Inst. 24, 54, 76. 2 Inst. 106, 107, &c. Equity* seems to be the Interposing *Law of Reason*, exercised by the *Lord Chancellor* in extraordinary Matters, to do *equal Justice*, and by supplying the Defects of the Law, give Remedy in all Cases.

A New Law Dictionary, 1750, Giles Jacob, Gentleman (printed by Henry Lintot, Law Printer to the King's Most Excellent Majesty, London)

Florida Statutes

697.02 Nature of a mortgage.—A mortgage shall be held to be a specific lien on the property therein described, and not a conveyance of the legal title or of the right of possession.

702.01 Equity.—All mortgages shall be foreclosed in equity. In a mortgage foreclosure action, the court shall sever for separate trial all counterclaims against the foreclosing mortgagee. The foreclosure claim shall, if tried, be tried to the court without a jury.)

According to definition, a court equitably applies reason to do equal justice and give remedy by supplying the Defects of the Law. Therefore, the absence of any remedy demands that equity supply remedy, for without providing remedy, a law cannot stand as the source of remedy, and equity must intervene. In other words, the absence of remedy puts you on the path to remedy.

As I see it, when law deprives a plaintiff of relief and remedy, the plaintiff may and must demand equitable relief in order to invoke the equitable functioning in and of a court of law. The plaintiff thereby commands the the judge to provide equitable relief, and failure of the judge to do so gives cause for objection, exception, motion to review or vacate, and notice of appeal.

Absent any lender injury to the borrower, equity drives Florida's foreclosure courts to provide relief and remedy to the real mortgage victims: the lenders or assignees/indorsees of the note on which the borrower defaulted. Banks must wait about 9 months to get a foreclosure complaint through to summary judgment. Meanwhile the bank collects no payments or interest on the loan while racking up a mountain of legal fees and related expenses.

An aggressive foreclosure defense attorney can argue lack of standing, broken chain of title, robo-signing, etc., and delay the foreclosure for a year or so while gouging the client upwards of \$20,000 for the privilege of inevitably losing the house. This compounds the injury to the banks.

On top of that, most mortgage loans have gone under water, with the collateral house having dramatically lost value, so by the time the bank finally gets

possession of the house or the proceeds from the foreclosure auction, the bank has lost a lot of money on an investment gone bad.

Exactly how just does that seem? Not very, in my book. The new Florida law should speed things up. But it also should make it easier (unfortunately it doesn't) for foreclosure victims to sue their foreclosure defense attorneys for malpractice because those attorneys only delayed the inevitable while swallowing up precious money the victim needed to relocate. And the attorneys virtually never bothered examining the mortgage, note, and circumstances of the loan for evidence of fraud, torts, breaches, or errors by the lender or lender's agents at the inception of the deal.

Why Foreclosure Courts Always Foreclose

In any case, the definition of equity and the Florida Statute above conspire to explain precisely why courts give frivolous securitization arguments (they are all frivolous), and other typical foreclosure defenses, such short shrift. Florida's foreclosure court judges have paramount in their minds the ideals of fairness. All but the stupidest, most corrupt borrowers readily admit they took out the loan, received the money, used it, and failed to make timely payments, thereby invoking the mortgage remedy. Therefore, in spite of numerous defects in the plaintiff bank's case, equity demands that the court grant the foreclosure and order the auction of the mortgaged property or give it to the plaintiff to discharge all or part of the debt. And that explains why virtually every foreclosure effort ultimately succeeds.

Foreclosure Pretense Defense - the ULTIMATE Hospice for your Home

That's right. You read correctly. Foreclosure Pretense Defense attorneys have played the role of foreclosure hospice service providers for a decade. Clients come to them complaining that the bank sent them a foreclosure notice because they breached the note by not making timely payments. Instead of looking to find where the lender or lender's agents cheated and injured the mortgagor, they get busy copying one another's pleadings and filing frivolous answers to foreclosure complaints or frivolous quiet title actions. Sometimes they luck out by getting the court temporarily to dismiss the case, but the bank nearly always corrects the paperwork, lines up the right plaintiff, refiles the foreclosure complaint, and wins.

That, of course, guarantees that you, the mortgagor and victim client, will spend tens of thousands of precious, hard-earned savings dollars so that useless and incompetent foreclosure pretender defender can stall the foreclosure a little while longer. But just like all hospice workers, the foreclosure pretender defender knows that as surely as the sun will come up tomorrow, YOU, the mortgage victim in foreclosure, will lose your house and the life savings you poured into equity along with it.

Loan Modification – Absolutely Insane

A Loan modification does not mean "refinance" but it has a similar effect because it stops the foreclosure. Unfortunately many servicers lie to mortgagors, telling them they must fail to make 3 payments in order to qualify (and similar nonsense). Mortgagors who follow this insane advice breach the note in so doing, and that justifies a foreclosure. Furthermore, loan mods nearly always add on all the expenses of foreclosure PLUS an enormous amount in loan origination fees, schedule repayment based on 40-year amortization and schedule a huge balloon payment a few years hence, all to get the payments low enough to afford.

Most mortgagors who do this foolish maneuver end up owing double to triple the actual value of the house. I consider that insane because it constitutes a bad investment, you will never pay off the balloon, and the lender will end up foreclosing anyway.

Come to Grips with Reality - Pull the Plug

I think it high time that mortgagors who cannot repay their mortgage debt timely, and who refuse to find out how attack the lender for injuring them, consider this little FORECLOSURE HOSPICE advice:

Your equitable ownership and possession of your house will soon come to an end, whether you litigate or not. But you'll make it a lot easier on yourself if you PULL THE PLUG RIGHT NOW rather than hiring a useless foreclosure defense/hospice attorney to keep you on LIFE SUPPORT till the very end.

1. Deed in lieu of foreclosure -you sign over the deed without requiring any further foreclosure effort from the lender, and the lender forgives any deficiency.
2. Keys for Cash - same as deed-in-lieu but the note holder also gives you cash to leave the house "broom-clean" without dispute or delay.

3. Short sale - sell the house for less than the loan balance, with the note holder's cooperation

The Only Foreclosure Exception that Can Give You Financial Compensation or the House Free and Clear

The only way you mortgagors can keep your house free and clear or obtain financial compensation lies in proving that THE LENDER OR AGENTS INURED YOU.

If you can do that, you can get a settlement or a damages judgment or set-off, possibly your house free and clear.

If you cannot do that, give up the ghost, pull the plug, say "*Sayonara, do svidania, tschüß, adios, adieu, seeya,*" and kiss the house good-bye.

Incidentally, if you want to learn about the methodology for obtaining proof that the lender or agents cheated or injured you, call me at 727 669 5511 or [Email Me](#). It won't cost you a penny to expand your knowledge. And you'll find that you don't need Foreclosure Hospice after all.

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