



APPLICATION FOR APPEAL

RECEIVED
AUG 09 2011
CITY CLERK

Saint Paul City Clerk
310 City Hall, 15 W. Kellogg Blvd.
Saint Paul, Minnesota 55102
Telephone: (651) 266-8560

The City Clerk needs the following to process your appeal:

- \$25 filing fee payable to the City of Saint Paul (if cash: receipt number _____)
- Copy of the City-issued orders or letter which are being appealed
- Attachments you may wish to include
- This appeal form completed
- Walk-In OR Mail-In

YOUR HEARING Date and Time:
Tuesday, <u>8-23-11</u>
Time <u>11:00 a.m.</u>
Location of Hearing:
Room 330 City Hall/Courthouse

Address Being Appealed:

Number & Street: 1020 Hubbard Ave City: St Paul State: MN Zip: 55104

Appellant/Applicant: Pam Olson Email _____

Phone Numbers: Business LARRY Moloney - Attorney for Olson 651-222-5863 Residence _____ Cell 651-335-0809

Signature: [Handwritten Signature] Date: Aug 9, 2011

Name of Owner (if other than Appellant): Ownership disputed - Record ownership - MERS

Address (if not Appellant's): 1818 Library St Suite 300, Reston Va 20190
Matt Anderson - Attorney for MERS

Phone Numbers: Business 612-305-1401 Residence _____ Cell _____

What Is Being Appealed and Why? *Attachments Are Acceptable*

- Vacate Order/Condemnation/Revocation of Fire C of O See attachments
- Summary/Vehicle Abatement _____
- Fire C of O Deficiency List _____
- Fire C of O: Only Egress Windows _____
- Code Enforcement Correction Notice _____
- Vacant Building Registration _____
- Other _____

Attachment to Appeal by Pam Olson of July 15, 2011 Revocation of Fire Certificate of Occupancy and Order to Vacate for 1020 Hubbard Ave., Saint Paul, MN

On July 15, 2011, A Revocation of Fire Certificate of Occupancy and Order to Vacate was issued to Mortgage Electronic Registration Systems (“MERS”) by Fire Inspector Mr. Mitchell Imbertson with respect to 1020 Hubbard Ave. A Copy of this Order is attached to this Appeal. This letter is submitted in support of an Appeal of this Order by Pam Olson, a woman who has lived in the home for years and is claiming ownership in a pending lawsuit as described below.

The fundamental issue underlying this appeal is that the issue of ownership of the property at issue and the responsibility for the deficiencies outlined in the July 15, 2011 Order is presently before the Ramsey County District Court and unresolved. A copy of the Complaint in the pending suit is attached.

I am Lawrence Moloney, the attorney for Pam Olson, the occupant of the home located at 1020 Hubbard Ave and the plaintiff in the pending lawsuit before the Court. MERS is a defendant in that suit. The lawsuit is a quiet title action which challenges the right of MERS to foreclose on the property based on the claim that when James Rohe entered into a transaction with Pam Olson several years ago, the transaction was an illegal equity stripping transaction which did not have the effect of transferring ownership of the home to Mr. Rohe. Because Mr. Rohe was not the owner, he did not have the authority to grant a security interest in the home to MERS and its associated lender when a mortgage was issued to Mr. Rohe. If the mortgage is not valid, then MERS cannot foreclose on the property.

This is essentially the issue before Judge VanderNorth of the Ramsey County District Court. A trial was recently conducted and an Order was issued by the Court holding that MERS held a valid mortgage. However, under the Minnesota Rules of Civil Procedure, my client can file a motion asking the Court to reverse or modify its Order. Such a motion is being prepared and will be filed before the applicable deadline on August 25, 2011. Until the Order of the Court becomes final and the time for appeal has run, the issues of ownership and responsibility for any deficiencies asserted by the City are unresolved.

During the pendency of the lawsuit, my client does not have any objection to an inspection by the Fire Inspector. For reasons that are unclear, the inspector has apparently had difficulty in gaining access to the home. Undoubtedly part of the problem is that the correspondence from the inspector, attached to this appeal, is directed to MERS located in Reston Virginia while my client is the person in the home here in Saint Paul.

According to my records, my office has tried to resolve the communication problem by calling the inspector on three different occasions, on July 21, 2011, August 5, 2011 and August 8, 2011. To my knowledge, we have not received a return phone call.

I will leave it to the City to determine whether it wishes to conduct an inspection while the issue of ownership and responsibility for any deficiencies is pending. I would certainly recommend to my client that she cooperate in providing access to the inspector. Given the communication difficulties, I would suggest that if the inspector wants access to the home, he contact me so I can assist in ensuring that he be given access. I would also cooperate in any effort to address problems identified by the inspector. It may be possible to get the cooperation of MERS in resolving any issues the City might have.

However, we certainly object to the Revocation of Fire Certificate of Occupancy and Order to Vacate which would have the effect of forcing my client to leave her home before the issue of ownership and responsibility has been resolved by the Court.

I would be happy to address any questions or concerns of the City. I can be reached at the offices of Southern Minnesota Regional Legal Services located at 55 East Fifth St. Suite 400, Saint Paul, Minnesota. My phone number is 651-222-5863 and my email address is Lawrence.moloney@smrls.org.

FROM :

FAX NO. :

Aug. 17 2009 01:41PM P2

DEPARTMENT OF SAFETY AND INSPECTIONS
Fire Inspection Division
Ricardo X. Cervantes, Director



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220
Saint Paul, Minnesota 55101-1806

Telephone: 651-266-8989
Facsimile: 651-266-8951
Web: www.stpaul.gov/dsi

July 15, 2011

MORTGAGE ELEC REG SYSTEMS INC
1818 LIBRARY ST SUITE 300
RESTON VA 20190

Revocation of Fire Certificate of Occupancy and Order to Vacate

RE: 1020 HUBBARD AVE
Ref. # 109117

Dear Property Representative:

Your building was inspected on July 15, 2011, for the renewal of the Certificate of Occupancy. Since you have failed to comply with the applicable requirements, it has become necessary to revoke the Certificate of Occupancy in accordance with Section 33.05 and Section 40.06 of the Saint Paul Legislative Code. **A reinspection will be made on August 15, 2011 at 11:00 am or the property vacated.**

The Saint Paul Legislative Code further provides that no building shall be occupied without a Certificate of Occupancy. Failure to immediately complete the following deficiency list or the building vacated may result in a criminal citation.

DEFICIENCY LIST

1. SPLC 34.11 (6), 34.34 (3) - Provide service of heating facility by a licensed contractor which must include a carbon monoxide test. Submit a completed copy of the Saint Paul Fire Marshal's Existing Fuel Burning Equipment Safety Test Report to this office.
2. SPLC 39.02(c) - Complete and sign the provided smoke detector affidavit and return it to this office.
3. SPLC 34.19 - Provide access to the inspector to all areas of the building.-Access throughout building for complete Fire Certificate of Occupancy inspection is required.
4. SPLC 40.06 - Suspension, Revocation and Denial of Fire Certificate of Occupancy -
(a) Grounds for revocation - The fire marshal may, in writing, issue a notice to the owner(s) and the interested parties known to the fire marshal of the city's suspension or revocation of a fire certificate of occupancy issued under the provisions of this code, or deny an application therefore:

FROM :

FAX NO. :

Aug. 17 2009 01:41PM P3

(5) If the owner, in a material matter, fails to comply with the regulations in section 40.09 of this chapter; or in situations where the fire marshal after a good faith effort cannot identify an owner or interested party.

For an explanation or information on some of the violations contained in this report, please visit our web page at: <http://www.ci.stpaul.mn.us/index.aspx?NID=211>

You have the right to appeal these orders to the Legislative Hearing Officer. Applications for appeals may be obtained at the Office of the City Clerk, 310 City Hall, City/County Courthouse, 15 W Kellogg Blvd, Saint Paul MN 55102 Phone: (651-266-8688) and must be filed within 10 days of the date of this order.

If you have any questions, email me at: mitchell.imbertson@ci.stpaul.mn.us or call me at 651-266-8986 between 7:30 - 9:00 a.m. Please help to make Saint Paul a safer place in which to live and work.

Sincerely,

Mitchell Imbertson
Fire Inspection

Ref. # 109117

FROM :

FAX NO. :

Aug. 17 2009 01:42PM P4

DEPARTMENT OF SAFETY AND INSPECTIONS
Fire Inspection Division
Ricardo X. Cervantes, Director



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

Telephone: 651-266-8989
Fax: 651-266-8951

May 2, 2011

Mortgage Elec Reg Systems Inc
3300 Sw 34th Ave #101
Ocala FL 34474-4438

INSPECTION APPOINTMENT

Dear Property Owner:

An inspection of your property has been scheduled as follows:

Address: 1020 HUBBARD AVE

Units: 1

Date: June 2, 2011

Time: 1:30 pm

NO SHOW

Inspector: Mitchell Imbertson

Phone: 651-266-8986

Email: mitchell.imbertson@ci.stpaul.mn.us

You or your responsible representative is requested to meet the inspector at the front of the building to admit and accompany the inspector throughout the building, including each rental unit. It is the responsibility of the owner to notify the tenants at least 24 hours in advance that an inspection will be done. Please have keys available to all units and common areas.

Saint Paul Legislative Code authorizes this inspection and it is a criminal misdemeanor violation should you not permit this inspection by failing to appear for this appointment without rescheduling with the inspector. In addition, a **No Entry Fee of \$60.00** may be assessed to the Renewal Fee whenever the owner or responsible representative needs to re-schedule the appointment but fails to notify the inspector, in writing, by 8:00 a.m. on the date of the inspection.

If you no longer own this building, contact the inspector immediately between 7:30 - 9:00 a.m., Monday through Friday.

FOR CONDOS:

The interior of owner-occupied dwelling units are exempt from this inspection. In condominium buildings, only rental units, the common areas, and utility area will be inspected.

FOR APARTMENTS AND DWELLINGS:

A **Smoke Detector Affidavit and an Existing Fuel Burning Equipment Safety Test report must be completed at the time of inspection.** For these forms, information and other inspection handouts, please visit our web page at: <http://www.ci.stpaul.mn.us/index.aspx?NID=211>

Thank you for your co-operation.

By Order of the
City of Saint Paul
Department of Safety & Inspections
Fire Inspection Division
651- 266- 8989

REVOCACTION NOTICE

The Fire Certificate of Occupancy Required for
The Occupancy or Use of This Building, Has been
Revoked. It is unlawful to Use or Occupy this
Building After: August 15, 2011 - 11:00am

Persons Using or Allowing the Use or Occupancy of
This Building are Subject to Criminal Penalties.

Building Address: 1020 Hubbard Ave

Code: SPLC, Art.: 40, Sect. 06.
Inspector: #18, Date: 7/15/11.

Any Person affected by this Order, may file an appeal at the Office of the City Clerk,
Room 310, City Hall, 15 Kellogg Blvd. West, or call (651) 266-8688 within 10 days
of the original notice. The cost to file an appeal is \$25.00 and must include a copy
of the letter of revocation. This letter of revocation is available at: Saint Paul Department
of Safety & Inspections, Fire Inspection Division, 375 Jackson Street Suite #200 Saint Paul, MN 55101

FROM :

FAX NO. :

Aug. 17 2009 01:43PM P5

DEPARTMENT OF SAFETY AND INSPECTIONS
Fire Inspection Division
Ricardo X. Cervantes, Director



CITY OF SAINT PAUL
Christopher B. Coleman, Mayor

375 Jackson Street, Suite 220
Saint Paul, MN 55101-1806

Telephone: 651-266-8989
Fax: 651-266-8951

June 9, 2011

Mortgage Elec Reg Systems Inc
3300 Sw 34th Ave #101
Ocala FL 34474-4438

INSPECTION APPOINTMENT

Dear Property Owner:

An inspection of your property has been scheduled as follows:

Address: 1020 HUBBARD AVE

Units: 1

Date: July 13, 2011

Time: 10:00 am

NO SHOW

Inspector: Mitchell Imbertson

Phone: 651-266-8986

Email: mitchell.imbertson@ci.stpaul.mn.us

You or your responsible representative is requested to meet the inspector at the front of the building to admit and accompany the inspector throughout the building, including each rental unit. It is the responsibility of the owner to notify the tenants at least 24 hours in advance that an inspection will be done. Please have keys available to all units and common areas.

Saint Paul Legislative Code authorizes this inspection and it is a criminal misdemeanor violation should you not permit this inspection by failing to appear for this appointment without rescheduling with the inspector. In addition, a **No Entry Fee of \$60.00** may be assessed to the Renewal Fee whenever the owner or responsible representative needs to re-schedule the appointment but fails to notify the inspector, **in writing**, by 8:00 a.m. on the date of the inspection.

If you no longer own this building, contact the inspector immediately between 7:30 - 9:00 a.m., Monday through Friday.

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The interior of owner-occupied dwelling units are **exempt** from this inspection. In condominium buildings, only *rental* units, the common areas, and utility area will be inspected.

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A **Smoke Detector Affidavit** and an **Existing Fuel Burning Equipment Safety Test report** must be completed at the time of inspection. For these forms, information and other inspection handouts, please visit our web page at: <http://www.ci.stpaul.mn.us/index.aspx?NID=211>

Thank you for your co-operation.

From: 'SOUM/01* 001 NBF'

@: Mon 08/08/11, 11:23:55AM, Page: 6

FROM :

FAX NO. :

Aug. 17 2009 01:43PM P6

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT
CASE TYPE: Quiet title

Pamela Olson

Plaintiff,

v.

Case No.

SUMMONS

Jim Rohe, Mortgage Electronic Registration
Systems, Unified Home Solutions, and
Fannie Mae

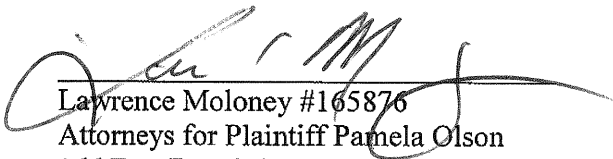
Defendants.

THE STATE OF MINNESOTA TO THE ABOVE-NAMED DEFENDANTS:

YOU ARE HEREBY SUMMONED and required to serve upon Plaintiff's Attorney an Answer to the Complaint which is herewith served upon you, within twenty (20) days after service of the Summons upon you, exclusive of the date of service. If you fail to do so, judgment by default will be taken against you for the relief requested in the Complaint. This is a request for money judgment. This civil action is subject to the Alternative Dispute Resolution processes.

Dated: November 27, 2009

SOUTHERN MINNESOTA REGIONAL
LEGAL SERVICES


Lawrence Moloney #165876
Attorneys for Plaintiff Pamela Olson
166 East Fourth St. Suite 200
St. Paul, MN 55101

STATE OF MINNESOTA
COUNTY OF RAMSEY

DISTRICT COURT
SECOND JUDICIAL DISTRICT
CASE TYPE: Quiet title

Pamela Olson

Plaintiff,

v.

Case No.

COMPLAINT

Jim Rohe, Mortgage Electronic Registration
Systems, Unified Home Solutions, and
Fannie Mae

Defendants.

Comes now the Plaintiff and for his causes of action against the Defendants, states and alleges as follows:

1. Plaintiff Pamela Olson is a resident of Minnesota residing at 1020 Hubbard Ave., St. Paul, MN 55104. She purchased this home around 1994 and has resided there ever since.
2. Defendant James Rohe is a real estate investor who is a resident of Shakopee, Minnesota and who is and had been involved in the real estate investment business.
3. Defendant Unified Home Solutions Inc is a Minnesota Company based in Bloomington, MN which was in the real estate business, and particularly in the business of supposedly saving homes by entering into foreclosure reconveyance agreements.
4. Defendant Mortgage Electronic Registration Systems, Inc. ("MERS") is a corporation organized and existing under the laws of the State of Delaware, with its headquarters at 1595 Spring Hill Rd., Ste. 310, Vienna, Virginia 22182.

MERS is listed as the "Mortgagee" in the mortgage that is the subject of this lawsuit and MERS is the entity that is foreclosing upon Ms. Olson's home. Its registered agent is RK Arnold III, 8201 Greensboro Drive, Ste. 350, McLean, VA 22102.

5. Fannie Mae is a federal agency and government sponsored enterprise involved in mortgage lending. The loan on the home at issues here has a Fannie Mae loan.
6. Plaintiff purchased the home located at 1020 Hubbard Ave., Saint Paul, Minnesota in 1994 or 1995. She has lived in the home continuously since that time.
7. In 2002, plaintiff refinanced the home and obtained a mortgage loan from Lendsource, Inc in the amount of \$74,250.00. This loan was subsequently assigned to MERS and Fannie Mae.
8. During 2006, plaintiff became financially stressed and fell behind in her mortgage payments. A foreclosure process was initiated and a sheriff's sale was scheduled for November 9, 2006. Prior to the sale, plaintiff was approached by Unified Home Solutions which was a business which promised to save plaintiff's home from foreclosure.
9. Defendant Unified Home Solutions was and is a foreclosure consultant as defined in Minn. Stat. §325N.01 et. seq.
10. Defendant Unified Home Solutions introduced plaintiff to defendant Jim or James Rohe who was in the real estate business. Under the transaction proposed to plaintiff by Unified Home Solutions and James Rohe, Rohe would pay the amount necessary to get the home out of foreclosure, receive the deed to the

- home, enter into a foreclosure reconveyance agreement with plaintiff which would transfer the deed back after she paid back Rohe
11. On October 12 and 13, plaintiff Pamela Olson entered into what was characterized as a “Residential Purchase Agreement” which stated that Rohe was the “Buyer” and Olson was the “Seller.” The price for the home was stated as \$170,000. This agreement was signed by Ms. Olson on October 12, 2006 and by Mr. Rohe on October 13, 2006. Based on the appraisal done at the time of the transaction, Ms. Olson had equity in her home of approximately \$50,772.86.
 12. Attached to the purchase agreement was a document entitled Notice of Cancellation which partially filled out, missing the date by which the “Seller” might cancel and the date on which the contract was signed. The Notice of Cancellation violated the requirements of Minn. Stat. §325N.03 and Minn. Stat. §325.14. The right to cancel the contract continues to run until “the foreclosure purchaser has complied with this section [325N.14.]” Plaintiff Pamela Olson has cancelled the contract pursuant to this provision.
 13. In entering into the October 2006 transaction, it was never plaintiff’s intent to sell her home. The purpose of the transaction, to the contrary, was to save her home and to allow her to continue living in it. The transaction was essentially intended to be a loan facilitated by defendant Unified Home Solutions and made to plaintiff by defendant James Rohe that would be paid back by plaintiff through a foreclosure reconveyance agreement as defined under Minn. Stat. §325N.10.
 14. Under the terms of the October 2006 transaction, \$15,934.14 of the equity went to an escrow account which was to be used to pay real estate taxes, insurance and

“rent” for one year. The balance of the equity went to defendant Rohe which he used to make a payment on a mortgage loan which he obtained. Unified Home Solutions received a fee of \$4950. In addition a “Risk Fee” was paid by plaintiff, which apparently went to defendant Rohe.

15. Part of the agreement was a “lease-with –purchase contract” which has Olson paying a monthly amount of \$1716.90 per month for twelve months. After the year, plaintiff was required to obtain permanent financing and perform on the foreclosure reconveyance agreement. If she did not, she would lose her home although she would receive a portion of the proceeds of the sale of the home.
16. Plaintiff was not able to get financing but the home was never sold and plaintiff never received any of her \$50,000 equity in the home but for approximately \$500, which she received from the escrow account after the one-year term of the foreclosure reconveyance transaction.
17. On July 31, 2009, defendant James Rohe filed for bankruptcy, Case No. 09-35309. One the real properties listed in Schedule A of the filing was plaintiff’s home at 1020 Hubbard Ave., St. Paul, MN 55104. In the Schedule A listing, this property is identified as a “Residence in Foreclosure according to Minn Stat 325N.10.” Rohe also admits in this Schedule that he, “Debtor engaged in a foreclosure reconveyance to foreclosed property owners, Pamela Olson; debtors interests in the property are subject to the rights of the foreclosed homeowner per the foreclosure reconveyance.”
18. The home at issue is the subject of a foreclosure pursued by defendant Mortgage Electronic Registration Services with respect to a mortgage and note reportedly owned

and held by Fannie Mae. A sheriff sale has been conducted and the end of the redemption period is December 2, 2009. The primary purpose of this quiet title action is to resolve the issue of Pam Olson's ownership interest and James Rohe's interest in the home. It is plaintiff's assertion, as articulated below, that the October 2006 transaction was improper under Minn. Stat. §325N and has been rescinded pursuant to that statute. Moreover, plaintiff asserts, as explained below, that the October 2006 transaction was not a sale of property but rather a loan transaction, which created an equitable mortgage. Since Rohe did not become the legal owner of the home, he could not grant a security interest in the home when he obtained his mortgage. Accordingly, MERS and Fannie Mae cannot properly foreclose in the home or become the legal owner at the end of the redemption period.

19. Plaintiff has filed or will file a Notice of Lis Pendens asserting plaintiff's claimed interest in the home with the Ramsey County Recorder's Office prior to December 2, 2009.

20. Due to the pendency of defendant Rohe's bankruptcy suit, plaintiff is asserting no money claims against defendant Rohe in this suit. As stated below, the bankruptcy trustee in that suit, Ms. Patti J. Sullivan, has abandoned the property at issue and the court has approved the abandonment. Counsel for plaintiff has notified the office of the trustee of the instant lawsuit.

COUNT I

Minnesota Statute §§325N.02, 325N.03, 325N.13, 325N.14 and §325N.17 Violations

21. Plaintiff re-alleges and incorporates by reference the previous allegations as though fully set forth herein.

22. Plaintiff has the right to cancel any contract with defendants, the foreclosure purchaser and the foreclosure investor under Minnesota Statute §§ 325.02, Subd.

(a) and 325N.13. Subds. (a)(d), Minnesota Statute 325N.13, Subds. (a)(d)

provides, in relevant part:

(a) In addition to any other right of rescission, the foreclosed homeowner has the right to cancel any contract with a foreclosure purchaser until midnight of the fifth business day following the day on which the foreclosed homeowner signs a contract that complies with sections 325N.10 to 325N.15 or until 8:00 a.m. on the last day of the period during which the foreclosed homeowner has a right of redemption, whichever occurs first.

(d) Within ten days following receipt of a notice of cancellation given in accordance with this section, the foreclosure purchaser shall return without condition any original contract and any other documents signed by the foreclosed homeowner.

23. Defendants Rohe and Unified Home Solutions violated Minnesota Statute

§325N.03 by not providing the requisite Notice of Cancellation

24. Defendants Unified Home Solutions violated Minnesota Statute §325N.14, subd.

(b)(c) which provides, in relevant part:

(b) The contract must be accompanied by a completed form in duplicate, captioned "notice of cancellation" in a size equal to a 12-point boldface type if the contract is printed, or in capital letters, if the contract is typed, followed by a space in which the foreclosure purchaser shall enter the date on which the foreclosed homeowner executes the contract. This form must be attached to the contract, must be easily detachable, and must contain in type of at least 10 points, if the contract is printed or in capital letters if the contract is typed, the following statement written in the same language as used in the contract:

"NOTICE OF CANCELLATION

(Enter date contract signed)

You may cancel this contract for the sale of your house, without any penalty or obligation, at any time before

(Enter date and time of day)

To cancel this transaction, you may use any of the following methods: (1) mail or otherwise deliver a signed and dated copy of this cancellation notice; or (2) e-mail a notice of cancellation to

(Name of purchaser)

at

(Physical address of purchaser's place of business)

(E-mail address of foreclosure consultant's place of business)

NOT LATER THAN

(Enter date and time of day)

I hereby cancel this transaction

(Date)

(Seller's signature)"

(c) The foreclosure purchaser shall provide the foreclosed homeowner with a copy of the contract and the attached notice of cancellation at the time the contract is executed by all parties.

(d) The five business days during which the foreclosed homeowner may cancel the contract must not begin to run until all parties to the contract have executed the contract and the foreclosure purchaser has complied with this section.

25. Defendant Unified Home Solutions failed to provide Plaintiff with copies of the attached required notices of cancellation when the contract was executed by the parties or at any other time.
26. Defendant Unified Home Solutions violations of Minn. Stat. §325N.entitles Plaintiff to remedies pursuant to Minn. Stat. §8.31 Subd. 3(a), including exemplary damages. Plaintiff is not asserting damages against defendant Rohe in this suit due to the pendency of a bankruptcy suit filed by Rohe.

27. Defendant Unified Home Solutions violation of Minn. Stat. §325N entitles Plaintiff to remedies pursuant to Minn. Stat. §325N.18, including exemplary damages.

COUNT IV
Equitable Mortgage

27. Plaintiff reasserts the allegations in paragraphs 1 through 26 as if they are restated.
22. Plaintiff entered into a transaction with Defendants which resulted in a loan from Defendant Rohe to Plaintiff.
23. As a result of the loan, secured by real property, Defendant Rohe did not obtain ownership of Plaintiff's home but rather an equitable mortgage.
24. As a result of the fact that Plaintiff took only an equitable mortgage, defendant Rohe does not and did not, under Minnesota law, own the home at issue and had no right to grant a security interest in the home to a mortgage lender, including defendant MERS and defendant Fannie Mae. .
25. Plaintiff's interest in the property at issue can not be extinguished by a foreclosure action by defendants MERS or Fannie Mae

WHEREFORE, Plaintiff prays that the Court issue an Order:

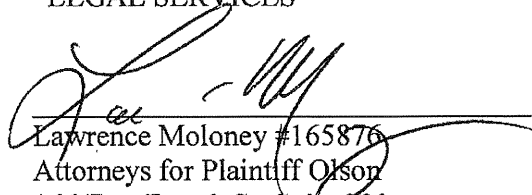
- A. Entering an Order declaring that the October 2006 transaction between plaintiff and defendant Rohe was not the sale of the residence but rather merely created an equitable mortgage;
- B. Entering an Order declaring that the defendants MERS and Fannie Mae do not have a valid security interest in the home at issue and that therefore the

foreclosure action pursued by these defendants with respect to plaintiff's home is improper, illegal, ineffective and null and void.

- C. Enjoining the Defendants from prosecuting any unlawful detainer action against plaintiff;
- D. Enjoining any sale of the Property to a third-party;
- E. Declaring that the October 2006 transaction is rescinded and null and void.
- F. Awarding Plaintiff joint and several damages against Defendant Unified Home Solutions based upon the claims set forth above in an amount to be determined at trial but in excess of \$50,000;
- G. Granting Plaintiff such other and further equitable relief as the Court deems just and equitable.

Dated: November 27, 2009

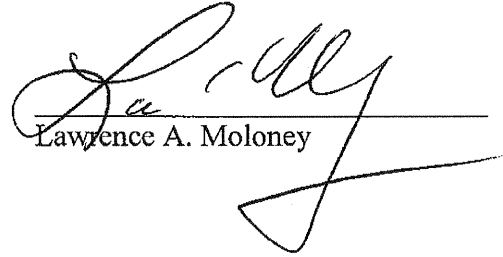
SOUTHERNN MINNESOTA REGIONAL
LEGAL SERVICES



Lawrence Moloney #165876
Attorneys for Plaintiff Olson
166 East Fourth St. Suite 200
St. Paul, MN 55101

ACKNOWLEDGEMENT

The undersigned hereby acknowledges that costs, disbursements and reasonable attorney and witness fees may be awarded pursuant to Minn. Stat. §549.21, Subd. 2, to the party against whom the allegations in this pleading are asserted.


Lawrence A. Moloney