



## Glaski Quick Search Report by Info To fight Foreclosure

August 15, 2013

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**RE:** Assignment of Deed of Trust, Doc. Number REDACTED; Deed of Trust Doc. REDACTED

Following below is the information identified in your Glaski Quick Search.

### A. Documents evaluated

The original Deed of Trust, signed on September 1, 2005 identified the following parties:

1. New Century Mortgage Corporation as the “Lender”
2. MERS as the beneficiary of the Deed of Trust, as nominee of New Century Mortgage
3. Fidelity National as the Trustee of the Deed of Trust

### B. Assignment Details

The assignment of Deed of Trust, signed on March 12, 2011 and recorded on April 1, 2011 shows the following parties:

1. MERS as beneficiary on behalf of New Century Mortgage assigns, grants, and conveys to
2. Deutsche Bank National Trust Company as Trustee of the Morgan Stanley Capital 1, Inc. Loan Trust 2006-2
3. Signer – Anita Antonelli, Assist Vice President (Wells Fargo, N.A. signing as MERS officer)
4. Notary – Howard Idolie, Notary in South Carolina (Wells Fargo, N.A.)
5. Document created by LPS



### C. The Pooling & Servicing Agreement (attached as exhibit 1)

1. The Trust is a Real Estate Mortgage Investment Conduit (See page **XX**)
2. The Trust is governed by IRC 860A to 860G (See page **XX**)
3. The Trust had a cutoff date of September 1, 2005 (See page **XX**)
4. The Trust has a closing date of September 30, 2005 (See page **XX**)
5. The Trust is governed by New York Law (See Section 11; page **XX**)
6. The identified Servicer is Wells Fargo, N.A. (See page **XX**)
7. The Depositor is Morgan Stanley Capital 1, Inc. (See page **XX**)
8. The identified Trustee is Deutsche Bank National Trust Company (See page **XX**)

### D. Prohibited Transactions

Section 8.11 Tax Matters. It is intended that the assets with respect to which any REMIC election pertaining to the Trust Fund is to be made, as set forth in the Preliminary Statement, shall constitute, and that the conduct of matters relating to such assets shall be such as to **qualify such assets as, a "real estate mortgage investment conduit" as defined in and in accordance with the REMIC Provisions.** In furtherance of such intention, the Trustee covenants and agrees that it shall act as agent (and the Trustee is hereby appointed to act as agent) on behalf of each Trust REMIC and that in such capacity it shall:

Neither the Servicer nor the Trustee shall (i) permit the creation of any interests in any Trust REMIC other than the regular and residual interests set forth in the Preliminary Statement, (ii) receive any amount representing a fee or other compensation for services (except as otherwise permitted by this Agreement or the related Mortgage Loan documents) or (iii) **otherwise knowingly or intentionally take any action, cause the Trust Fund to take any action or fail to take (or fail to cause to be taken) any action reasonably within its control and the scope of duties more specifically set forth herein, that, under the REMIC Provisions, if taken or not taken, as the case may be, could (i) endanger the status of any Trust REMIC as a REMIC or (ii) result in the imposition of a tax**



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upon any Trust REMIC or the Trust Fund (including but not limited to the tax on "prohibited transactions" as defined in Section 860F(a)(2) of the Code and the tax on contributions to a REMIC set forth in Section 860G(d) of the Code, or the tax on "net income from foreclosure property") unless the Trustee receives an Opinion of Counsel (at the expense of the party seeking to take such action or, if such party fails to pay such expense, at the expense of the Trust Fund, but in no event at the expense of the Trustee) to the effect that the contemplated action will not, with respect to the Trust Fund, any Trust REMIC created hereunder, endanger such status or result in the imposition of such a tax).

### E. Glaski Quick Search Results

1. The assignment is 5 years, 5 months, and 2 weeks later than the cut of date. This is a violation of IRC **REDACTED** which mandates the substantially all of the REMIC trust assets must consist of qualified mortgage (IRC **REDACTED** or permitted investments which are acquired by the startup date and transferred within 90 days of the closing date. Pursuant to IRC **REDACTED** a qualified mortgage (not foreclosure) transferred after the startup day is subject to 100% tax.
2. The assignment is completed by MERS on behalf of New Century Mortgage Corporation into the Trust. The assignment into the Trust must be completed by the Depositor Morgan Stanley Capital 1, Inc. This is a violation of Internal Revenue Code. (See **REDACTED**)
3. Violations of the IRC's jeopardize the special purpose vehicle which is a prohibited act. (Please reference Section x of this report) . Prohibited acts according to the NYEPL **REDACTED** is considered an ultra vires act and is void. (See **REDACTED** Ruling; See **REDACTED** ruling, attached)
4. In California the following rulings may help you determine if you can challenge the assignment. (See **REACTED** Ruling; See **REDACTED** Ruling; See **REDACTED** Ruling; See **Redacted** Ruling attached)

RESEARCH COMPLETED ON AUGUST 14, 2013 by **REDACTED**

**LEGAL DISCLAIMER:** This report is for information purposes and is not to be construed as legal advice.