



24.

Indeed CitiMortgage has already judicially admitted the assignment of Chung's note from MERS to itself is a fabrication. In the declaration of John Linnenbrink he declares, under the penalty of perjury, that the note was endorsed to CitiMortgage on October 28, 2008 directly from the originator Just Mortgage, Inc. (See declaration filed with Defendant's MTD ¶ 5). Moreover, MERS has no authority to transfer the note to any party because MERS was only the nominee with respect to the security deed. Chung and the putative Plaintiff's, as well as the originator of the loans, never authorized MERS to sell or assign their respective notes. Finally the allonge to the note was supposedly created seven (7) days after the signing of the instrument by the Plaintiff, yet Chung's initials appear at the bottom of the page. Chung has never seen the original note after it was signed.

**The Foreclosures By CitiMortgage Were Wrongful Because CitiMortgage Was Not The Holder Of The Promissory Note At The Time Of Foreclosure And Therefore Lacked The Authority Under Georgia Law To Foreclose**

25.

The foreclosures by CitiMortgage were wrongful because CitiMortgage was not the holder of the promissory note at the time of foreclosure and therefore lacked the ability under Georgia law to foreclose.

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(5) Files or causes to be filed with the official registrar of deeds of any county of this state any document such person knows to contain a deliberate misstatement, misrepresentation, or omission.