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18-2-00464-23  
MTAF 35  
Motion and Affidavit Declaration  
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SUPERIOR COURT OF WA.  
SHARON K. FOSB

BY BP4 DEPUTY

**IN THE SUPERIOR COURT OF WASHINGTON  
FOR MASON COUNTY**

WILMINGTON SAVINGS FUND  
SOCIETY, FSB, AS TRUSTEE OF  
STANWICH MORTGAGE LOAN  
TRUST A,

Plaintiffs,

v.

THE ESTATE OF BARRY MORRIS;  
THE UNKNOWN HEIRS,  
DEVISEES AND ASSIGNEES OF  
BARRY MORRIS; MAUREEN  
ROSAS; LOUIS MORRIS;  
JENNIFER SEACHRIST; REBECCA  
L. GUY; TIMBERLAKE  
COMMUNITY CLUB, INC.,  
DYNAMIC COLLECTORS, INC.,  
AND OTHER PERSONS OR  
PARTIES UNKNOWN CLAIMING  
ANY RIGHT, TITLE, LIEN, OR  
INTEREST IN THE REAL  
PROPERTY COMMONLY KNOWN  
AS 230 E. STAVIS ROAD,  
SHELTON, WA 98584;

Defendants.

NO. 18-2-00464-23

MOTION AND DECLARATION  
FOR JOINDER, CR 19

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**I. MOTION**

Defendant and Counterclaimant Plaintiff Timberlake Community Club moves for joinder of a party needed for a just adjudication, to wit, CFNA Receivables (MD), Inc., a Maryland corporation. Timberlake has pled foreclosure of its lien. In order to clear title at Sheriff's sale, this party must be joined. In its absence, complete relief cannot be accorded among those already parties.

**II. DECLARATION**

1. My name is Robert Wilson-Hoss. I am the attorney for Timberlake Community Club, and am personally familiar with the facts set forth below.

2 There have been two prior lawsuits that relate to this subject matter. This is the third. Although the original Complaint in this third lawsuit does not name CFNA Receivables (MD), Inc., a Maryland corporation, it is necessary to join this entity in order to afford complete relief to Defendant/Counter-Claimant Timberlake.

3. CFNA Receivables (MD), Inc., is a Maryland corporation. The record title includes an unreconveyed deed of trust in favor of CitiFinancial, Inc., filed with the Mason County Auditor on July 27, 2007 under file number 1901866. Based on my internet research of both Washington State and Maryland Secretary of State websites, we know that CitiFinancial, Inc. was registered as a corporation with the Washington State Secretary of State at the time of this deed of trust recordation. However, on August 22, 2016, CitiFinancial, Inc. filed with the Washington Secretary of State a Statement of Withdrawal of Foreign Registration, providing as required the address for service of process Citi Legal Department - Kimberly Hall, 1000 Technology

1 Drive, MS 140, O'Fallon, Mo, 63368. CitiFinancial, Inc. remains the record  
2 holder of the subject trust deed, and remains as a Maryland corporation. On  
3 September 3, 2013, it filed with the Maryland Secretary of State an Article of  
4 Amendment, changing its name from CitiFinancial, Inc. to CFNA Receivables  
5 (MD), Inc.; this name has endured through multiple mergers with other CFNA  
6 entities as filed with the Maryland Secretary of State; and as such, it filed with  
7 the Maryland Secretary of State, on September 29, 2016, a change in registered  
8 agent address so that its current registered agent is The Corporation Trust Inc.,  
9 at 14700 Citicorp Drive, Hagerstown, MD 21742. However, the Maryland  
10 Secretary of State currently shows this as the address for CFNA Receivables  
11 (MD), Inc.; and the resident agent as The Corporation Trust Incorporated, 351  
12 West Camden Street, Baltimore, MD 21201.

13 4. Therefore, by September 3, 2013, CitiFinancial, Inc. no longer  
14 existed, and its name became CFNA Receivables (MD), Inc.


15 5. However, by Assignment of Deed of Trust, recorded on March 19,  
16 2018, under Auditor's file number 2089613, CitiFinancial Servicing, LLC  
17 purported to assign the beneficial interest in the subject deed of trust to  
18 Wilmington Savings Fund Society, FSB as Trustee of Stanwich Mortgage Loan  
19 Trust A. CitiFinancial Servicing, LLC is a corporation organized under the laws  
20 of Maryland, formed/registered on February 5, 2013. It therefore existed for a  
21 short time at the same time as CitiFinancial, Inc. But there is no record that the  
22 rights to the subject deed of trust were ever transferred to CitiFinancial  
23 Servicing, LLP. Therefore, when the deed of trust at issue in this lawsuit was  
24 assigned by CitiFinancial Servicing, LLP to Wilmington Savings Fund Society,  
25 (1) CitiFinancial Servicing, LLP had no interest to transfer; and (2) the actual  
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1 owner of the beneficial interest was an entirely different corporation, by merger  
2 with CitiFinancial, Inc. - CFNA Receivables (MD), Inc.

3 6. It is well understood that the holder of a promissory note has the  
4 right to foreclose a deed of trust, even without recordation of a transfer from the  
5 original note payee/deed of trust beneficiary. Wilmington Savings Fund Society  
6 may actually be the holder of the note and have the right to the relief it requests,  
7 as a matter of Deed of Trust statutory requirements. But this has nothing to do  
8 with Timberlake's need to create a clear title post-Sheriff's sale; deed of trust  
9 statutes do not apply to Timberlake's lien foreclosure, and it must name, serve  
10 and address the interests of all entities on title, including CitiFinancial, Inc.

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13 I declare under penalty of perjury under the laws of the State of  
14 Washington that the foregoing is true and correct.

15  
16 DATED this 23<sup>rd</sup> day of July, 2019.

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20 Robert D. Wilson-Hoss, WSBA #8620  
21 Attorney for Timberlake Community  
22 Club