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Postforeclosure EVICTIONS

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Defending Postforeclosure Evictions

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One of many destabilizing by-products of the foreclosure epidemic is the accompanying upsurge in postforeclosure evictions of people living in foreclosed properties. As lenders continue to foreclose and evict instead of aggressively modifying home loans or allowing current occupants to rent back the property, low-income homeowners and tenants are being displaced in increasing numbers. Over the past six months, our relatively small office has received over seventy calls about postforeclosure evictions.

These evictions harm communities as well as individuals and families. The resulting increase in competition for affordable rental housing leads to tighter rental markets and higher rents and, in an alarming number of cases, to homelessness.[1] Moreover, foreclosed properties often sit vacant and untended for long periods after an eviction, leading to vandalism and other forms of blight and driving down property values of nearby homes.[2]

Here we review some of the issues that advocates should consider when representing low-income tenants and homeowners facing postforeclosure unlawful detainer (eviction) actions. First we discuss applying some of the standard eviction defenses in the postforeclosure context. Next we look at some possible defenses that would not necessarily be available in a standard eviction case.

[1]See Bob Erlenbusch et al., National Coalition for the Homeless, Foreclosure to Homelessness: the Forgotten Victims of the Subprime Crisis (2008), www.nationalhomeless.org/publications/foreclosure/foreclosure_report.pdf.

[2]On the impact of nationwide foreclosures on tenants see *Homeowners Are Not the Only Victims of the Mortgage Foreclosure Crisis; Tenants in Foreclosed Rental Properties Are Being Displaced Nationwide: Hearing Before the H. Comm. on Financial Services*, 110th Cong. (2007) (testimony of Judith Liben, Housing Attorney, Massachusetts Law Reform Institute), http://financialservices.house.gov/hearing110/testimony_-_liben_1.pdf.

I. An Eviction Is an Eviction—the Standard Defenses

In many respects an eviction following a foreclosure is like any other eviction. Before filing and serving an unlawful detainer complaint the plaintiff must give the occupants the statutorily required notice.[3] Once the case is filed and documents are served, the proceedings generally move very quickly: the defendant must answer within a matter of days, notice periods for any motions are brief, and trials are set within weeks. The scope of issues is usually narrow, focusing exclusively on the right of possession.

The unprecedented volume of foreclosures over the past couple of years has led to an assembly-line approach to postforeclosure evictions. Foreclosed properties frequently end up in the hands of an absentee investor group or other institutional owner, which hires a local real estate company as property manager, which in turn hires a law firm to handle the eviction. Whether from sheer volume, inattention, or deliberate disregard, many of these firms are preparing eviction notices and complaints that are rife with errors. The law firms are also making other procedural errors, such as failing to serve notices and complaints in a timely fashion (or at all). As a result, many standard eviction defenses—violation of just-cause ordinances, failure to comply with procedure requirements regarding notice and service, and lack of standing—are available to tenants in foreclosed properties.[4]

A. Just-Cause-Eviction Jurisdictions

Several U.S. jurisdictions have state laws or local ordinances that require a just cause to evict tenants from covered rental units. Many of these laws define "landlord" to include a party who acquires the property at a foreclosure sale and exclude foreclosure as a just cause for eviction.

For example, in California a new owner of property covered by rent control may evict tenants only pursuant to the local just-cause ordinance.[5] Similarly the New Jersey Supreme Court barred purchasers of properties in foreclosure from evicting the tenants in those properties without good cause under the state's Anti-Eviction Act.[6] And the District of Columbia Court of Appeals held that eviction restrictions in the D.C. Rental Housing Act of 1980 applied to purchasers of properties at a foreclosure sale.[7]

Despite the clear protections that these just-cause ordinances confer on tenants and courts' affirmation of the protections, tenants in foreclosed properties are being vigorously and unlawfully forced out of their properties through verbal and other threats and through eviction. The

[3]On May 20, 2009, President Obama signed the Helping Families Save Their Home Act, Pub. L. No. 111-22, Div. A, tit. VII, 123 Stat. 1660 (2009). The Act grants, among other provisions, new rights for tenants in foreclosed properties nationwide. If a foreclosure occurs after May 20, 2009, tenants with a lease have a right to remain until the end of lease unless the purchaser plans to occupy the property as a primary residence; in this event the lease may be terminated with ninety days' notice. Tenants with expiring or month-to-month leases are entitled to ninety days' notice to quit before the new owner may file an eviction action in court. For Section 8 tenants, the new owner must respect existing Section 8 leases and give Section 8 tenants with expiring leases a ninety-day notice to quit. The contract with the housing agency remains in effect as to the successor in interest (new owner of the property) after foreclosure. On individual states' postforeclosure eviction laws (current through July 2008), see www.nlihc.org/doc/State-Foreclosure-Chart.pdf. These state laws are now presumed to be preempted by the new federal statute, but knowing what the rules were before the new law went into effect may still be useful especially if a client lives in a property foreclosed before May 20, 2009.

[4]By contrast, a tenant's defenses that arise under a lease, such as breach of the warranty of habitability, generally do not survive foreclosure. The rule in most states is that if the mortgage was recorded before the lease was signed, the foreclosure supersedes the lease (this rule is known as "first in time, first in right") (see, e.g., *Dover Mobile Estates v. Fiber Form Products*, 270 Cal. Rptr. 183, 185 (1990)). Massachusetts passed legislation (Nov. 29, 2007, Ch. 206 of the Acts of 2007, *An Act Protecting and Preserving Home Ownership*) that was supposed to increase protection of renters in foreclosed properties, but the legislation's impact is not entirely clear (see www.masslegalhelp.org/housing/landlord-tenant-relationship-after-foreclosure).

[5]California cities with just-cause ordinances include Berkeley, East Palo Alto, Oakland, San Francisco, Santa Monica, and West Hollywood. In *Gross v. Superior Court*, 217 Cal. Rptr. 284, 291 (1985), the court barred the purchaser of a condominium at a trustee's sale (foreclosure sale) from evicting the tenants without good cause as specified in the San Francisco Rent Control Ordinance.

[6]*Chase Manhattan Bank v. Josephson*, 638 A.2d 1301 (N.J. 1994).

[7]*Administrator of Veterans Affairs v. Valentine*, 490 A.2d 1165 (D.C. 1985).

new property owner after foreclosure—frequently a lender, investor group, or other corporate entity—typically hires a local real estate agent to approach tenants and persuade them to vacate the property quickly (sometimes in exchange for a small amount of money). Neither the local realtors nor the attorneys who are hired to bring the eviction tell the tenants of their right under local law to remain in the property. Armed with information about their rights under just-cause laws, tenants in covered jurisdictions should be able to defend themselves successfully against postforeclosure evictions.

B. Strict Construction of Procedural Requirements

A property owner's failure to abide by procedural requirements is a common eviction defense that is also available to tenants who live in foreclosed properties. Common procedural defects that can form the basis for a defense against eviction are (1) a failure to give a required preeviction notice, (2) a failure to specify the correct length of notice time per state or local law, or (3) an improper service of process (gutter service, failure to serve at all).

Because of the summary nature of eviction proceedings, courts consistently find that unlawful detainer (eviction) notice requirements, be they state or local, must be strictly construed.[8] Thus, for example, if a local good-cause eviction ordinance requires that the precomplaint eviction notice contain certain language referencing the ordinance, courts must enforce that requirement strictly. To the extent that the state specifies the length of notice time that landlords must give tenants in non-rent-controlled jurisdictions, that timing requirement is also strictly construed and not allowed to be waived.[9]

C. Lack of Standing or Real Party in Interest

Challenging the named plaintiff's standing—or contending that the plaintiff is not the real party in interest—is another appropriate defense to a postforeclosure eviction. In a typical eviction proceeding, this defense might arise when an on-site property manager brings an eviction in the manager's own name instead of the property owner's name. On the face of such a complaint it appears that the wrong party is bringing the case.

In a postforeclosure eviction the real-party-in-interest defense might present itself when the original property owner signs the original precomplaint eviction notice and loses the property in a foreclosure. At that point the former owner might attempt to pursue the eviction and collect damages; however, with no further possessory interest in the property, the former owner would have no valid claim to damages.

This issue may also arise postforeclosure if the entity named as the buyer of the property at the foreclosure sale (information that would be available in public records recorded in the county where the property is located) is different from the plaintiff in a subsequent eviction case. Absent complaint allegations that explain such a discrepancy, the tenant might assert as a valid defense the failure to plead properly that the plaintiff is the real party in interest.

This defense may appropriately be raised in the form of a demurrer or motion to dismiss the complaint, as opposed to an answer or other type of response based on the merits of the case.

II. Defenses Specific to Postforeclosure Evictions

Tenants may have other eviction defenses that are specific to the postforeclosure context: (1) defects in the perfection of title, (2) possession of a lease senior to the mortgage or deed of trust used to foreclose, (3) lawful possession under the terms of a "cash for keys" agreement, and (4) invalid foreclosure based

[8]See, e.g., *Kwok v. Bergren*, 181 Cal. Rptr. 795 (1982), and *Superior Motels v. Rinn Motor Hotels*, 241 Cal. Rptr. 487 (1987).

[9]Other states that strictly construe procedural requirements in favor of the tenant are Washington (see *Housing Authority of Seattle v. Silva*, 972 P.2d 952 (1999)) and Colorado (see Colo. Rev. Stat. §§ 13-40-106, 13-40-107(2), and 13-40-108 (2008)).

on lack of standing or procedural defects or both.

A. Failure to Perfect Title

In some states a new property owner, before evicting tenants, must perfect title after foreclosure. Challenging the failure to perfect title has nothing to do with whether the foreclosing entity was the rightful owner of the mortgage debt. Rather, this challenge raises the question of whether the foreclosing entity took the steps required by state law to complete transfer of title to itself after purchase of the property at the foreclosure sale. The meaning of "perfecting title" varies. In some states merely recording a deed in the name of the new owner in the county in which the property is located satisfies the requirement. In other states the new owner must pay property tax liens first before title is considered perfected.

In California a postforeclosure eviction may be pursued only "where the property has been sold in accordance with Section 2924 of the Civil Code … and the title under the sale has been duly perfected."[10] We encourage you to familiarize yourself with the relevant requirements in your state so that you can determine whether this type of defense is available.

B. Lease Senior to Mortgage and Purchaser Taking Subject to Lease

In some states, if a tenant's lease agreement predates the foreclosing party's mortgage, the tenant may have another defense to a postforeclosure eviction. In other states the purchaser of a property at a foreclosure sale may take possession subject to the lease, regardless of when the lease was executed.

In Colorado the tenant can protect a tenancy by filing with the sheriff, before the new owner takes title, a statement that affirms the tenant's wish to maintain the tenancy.[11] In Ohio foreclosure extinguishes a lease that was subordinate to the mortgage, whether or not the tenants were joined in the foreclosure case.[12] In California a lease entered into before the mortgage that is the subject of the foreclosure remains in effect.[13]

C. Lawful Possession Pursuant to a "Cash for Keys" Agreement

In nearly every foreclosure we have seen in recent months the occupant of the property—whether the homeowner or a tenant—has been offered some sort of "cash for keys" deal. A local realtor generally communicates an offer to pay the occupant a modest sum to vacate the premises by a date certain. Sometimes these agreements are in writing; sometimes they are not. Either way, if an occupant of a foreclosed property accepts such an offer and is served with an unlawful detainer complaint before the deadline to vacate, raising in the answer the issue that eviction is being sought before the date agreed in the "cash for keys" deal is appropriate. Once a "cash for keys" agreement is made, the occupant's continued possession of the property is not an "unlawful" detainer until the deadline in that agreement has passed.[14]

D. Lack of Standing to Foreclose

One additional postforeclosure eviction defense we are exploring involves challenging the new owner's right to evict based on lack of standing to foreclose in the first instance. In recent months,

[10]Cal. Civ. Proc. Code § 1161a(b) (West 2009); *Cheney v. Trautzettel*, 153 P.2d 616 (1937); see also *Evans v. Superior Court*, 136 Cal. Rptr. 596 (1977).

[11]Colo. Rev. Stat. § 38-38-501 (2008).

[12]See *New York Life Insurance v. Simplex Products Corporation*, 21 N.E.2d 585 (1939).

[13]See *R-Ranch Markets No. 2 v. Old Stone Bank*, 21 Cal. Rptr. 2d 21 (1993). As a practical matter, however, even if a tenant moved into a property before the mortgage was recorded, in California and many other states most leases are month-to-month after the first year of tenancy; a senior position assures the tenant of thirty days' notice only.

[14]We have found in several cases that the new owner's "cash for keys" agreement permits them to pursue eviction proceedings notwithstanding the agreement. If you cannot get the new owner to remove this permission from a "cash for keys" agreement, you can still raise the "lawful possession" defense and argue that the provision permitting parallel eviction proceedings is not enforceable because the occupant agreed to it only under duress and because it is unconscionable. After all, why should a person who agrees to move out by a date certain still have to defend an eviction action and risk having the matter appear on a credit report that landlords will review?

challenging standing has become a popular means of defending against foreclosure actions. CNN reports, blogs, and websites have been promoting what they have tagged the "produce the note" strategy as a magic bullet for homeowners facing foreclosure.[15] As we discuss below, this strategy can be a potent tool for certain homeowners, but it is not the universal solution some have claimed.

Our legal analysis also suggests that raising this issue as a defense to a postforeclosure eviction helps only in a very limited number of cases. Nonetheless we believe it presents a valuable avenue to research as you develop an eviction defense strategy.

For some context, we turn here to three related topics: (1) the rules governing assignment of negotiable instruments, (2) the securitization of mortgage loans, and (3) the use of standing challenges to defend against foreclosure actions. We offer a brief, by no means exhaustive, overview of these topics.

1. Assigning a Negotiable Instrument

A negotiable instrument is a transferable, signed document containing a promise to pay the bearer a fixed sum of money at a future date or on demand. A promissory note signed in connection with a home loan is a common example of a negotiable instrument.

Negotiable instruments are governed primarily by state statutory law. With some modifications, every state has adopted Article 3 of the Uniform Commercial Code (U.C.C.) as the law governing negotiable instruments.[16]

Under the U.C.C. an original payee who wishes to transfer to another party the right to enforce a promissory note must "negotiate" the instrument. For a promissory note payable to a specific party, such as the original lender in a home loan transaction, "negotiation" requires a physical transfer of the document and an endorsement over to the new payee made on the document itself.[17] If the endorsement cannot be placed on the back of the document, it must be made on another paper affixed to the original document.

While the rules governing the transfer of negotiable instruments may seem arcane in our high-tech age, they do serve a very important purpose. Unless the party seeking to enforce a negotiable instrument is required to show possession of the original document, the borrower who signs a promissory note could end up being sued by multiple parties, each of whom has a different copy of the document endorsed to him. (This has in fact happened to a number of homeowners around the country.) It would be as if two or more people obtained copies of a check you had written and then tried to cash the copies.

2. The Mortgage-Backed Assets Boom—Assignments Galore

Back in the not-so-distant mortgage lending free-for-all of the early and mid-2000s, a huge number of home loans were converted into securities, often referred to as mortgage-backed assets, and sold to investors soon after they were made.[18] A borrower might get a loan from one lending institution, say Washington Mutual, only to see the right to receive payments under the promissory note she signed transferred through a series of financial vehicles controlled or administered by one or more other institutions. As a result, the promissory note the borrower signed in favor of Washington Mutual would actually end up assigned to and owned by individual or institutional investors and held in a trust administered by, for example, Deutsche Bank.

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[15]See, e.g., Associated Press, *New Foreclosure Defense: Prove I Owe You*, MSNBC, Feb. 17, 2009, www.msnbc.msn.com/id/29242063/; Diane Tuman, *Foreclosure Fighting Words: "Produce the Note,"* Zillow Blog, June 24, 2008, www.zillow.com/blog/foreclosure-fighting-words-produce-the-note/2008/06/.

[16]See www.law.cornell.edu/ucc/3/.

[17]U.C.C. § 3-201(b). By contrast, "bearer paper" payable to the bearer of the instrument may be transferred simply by transferring possession of the document to another party.

[18]For a more detailed overview of the history of mortgage loan financing in the United States, we highly recommend Christopher L. Peterson, *Predatory Structured Finance*, 28 Cardozo Law Review 2185 (2007).

The extraordinarily high volume of these transactions, coupled with the large number of institutions involved in each securitization deal, meant that the relevant documents passed through multiple hands. Moreover, after the initial transfer of ownership rights in the loan, those rights—or subsets of the rights—might be resold again (and again) to other investors or converted into increasingly exotic derivatives.[19] Not surprisingly, the people handling these transactions got sloppy. In many cases they failed to comply with the basic legal requirements for assigning negotiable instruments. Possession of the original document was never transferred and, or instead, no proper endorsements were made on the original documents. In other cases the original promissory note signed by the borrower was simply lost or destroyed in the rush to repackage, dissect, and resell the loan again and again.

As a result, when the time came to enforce the promissory note, the original document was often missing or deficient. A recent study of more than 1,700 bankruptcy cases stemming from home foreclosures found that the original note was missing more than 40 percent of the time.[20] Anecdotal evidence also suggests that a large proportion of the promissory notes sloshing around in securitized pools were never properly endorsed over to the parties who claim the right to enforce them.

To complicate matters further, several years ago the mortgage industry created an entity called Mortgage Electronic Registration Services (MERS) to facilitate the assignments that are so crucial to securitization. State law requires that the assignment of a promissory note secured by a mortgage or deed of trust must be recorded. To circumvent this unwieldy requirement and the associated recording fees, in local land records lenders often designate MERS as the owner of the "legal title" in a mortgage or deed of trust, as "nominee" for the actual lender. Each time a MERS loan is assigned to a different entity, the assignment is registered with MERS but not recorded in local (public) land records; in those records MERS continues to appear as the mortgagee regardless of how many times ownership is transferred.[21] MERS never acquires any actual ownership or beneficial interest in the promissory notes secured by the mortgages recorded in its name. Nonetheless MERS often initiates judicial foreclosure proceedings in its own name.

3. Lack of Standing as a Defense to Judicial Foreclosure

As foreclosures began to accelerate in recent years, a handful of attorneys representing homeowners in states with judicial foreclosure procedures started demanding that the plaintiff banks be required to produce original, properly endorsed promissory notes to establish their standing. When MERS appeared as the plaintiff, these attorneys also pressed the courts to rule that MERS lacked standing because no promissory notes were ever assigned to MERS.

Judges in several jurisdictions around the country are persuaded that a party who cannot produce the original, properly endorsed promissory note does not have standing to enforce the note through foreclosure.[22] Some courts have held that MERS and its assignees do not

[19]To avoid complicating things unnecessarily, we do not delve here into the myriad forms of mortgage-backed assets developed and sold to investors.

[20]See Katherine Porter, *Misbehavior and Mistake in Bankruptcy Mortgage Claims*, 87 Texas Law Review 121 (2008); *Policing Lenders and Protecting Homeowners: Hearing Before the S. Subcomm. on Administrative Oversight and Courts*, 110th Cong. (2008) (testimony of Katherine Porter, Associate Professor, University of Iowa College of Law).

[21]Some have raised questions about the legality of this arrangement (see, e.g., Mike McIntire, *Tracking Loans Through a Firm that Holds Millions*, New York Times, April 23, 2009, www.nytimes.com/2009/04/24/business/24mers.html?partner=rss&emc=rss), but such questions are beyond our scope here.

[22]See, e.g., *In re Foreclosure Cases*, 521 F. Supp. 2d 650, 653 (S.D. Ohio 2007); *Wells Fargo Bank v. Jordan*, 2009-Ohio-1092; *Bellistri v. Ocwen Loan Servicing Limited Liability Company*, No. ED91369, 2009 Mo. App. Lexis 219 (E.D. Mo. Ct. App. March 3, 2009) (Order); *Aurora Loan Services v. Grant*, 17 Misc. 3d 1102A (N.Y. Sup. Ct. Kings County 2007) (plaintiff that received an assignment of the promissory note and accompanying mortgage only *after* commencing the foreclosure proceedings failed to show standing).

have standing to bring foreclosure actions in their own name.[23]

However, many other courts have given foreclosure plaintiffs the benefit of the doubt, accepting often dubious affidavits of lost notes, endorsements dated after the cases were filed, or even "blank" endorsements as sufficient evidence of note-holder status. In one recent case an Ohio court granted a bank summary judgment based solely on a copy of a "blank" endorsement that the bank claimed showed that the promissory note had been converted to bearer paper (i.e., an instrument owned by the holder), apparently without requiring the bank to produce the original note. The *pro se* homeowner-defendant lost on appeal.[24]

Moreover, even when a foreclosure action is delayed, dismissed, or withdrawn because of questions about the plaintiff's status as true holder of the note, that is not necessarily the end of the story. If the party claiming note-holder status can come up with the required paperwork, it can maintain a pending action or refile later. In other cases the correct party may be substituted. And even when the paperwork cannot be found or corrected to the court's satisfaction, the lender may still have a claim for an equitable mortgage.

Advocates also must understand the limitations of this strategy in nonjudicial foreclosure states such as California, where foreclosures are generally conducted by trustee's sale without any judicial involvement. In judicial-foreclosure states, the homeowner, as the defendant in the foreclosure action filed by the lender, has an opportunity to litigate the standing issue. But, in nonjudicial-foreclosure states, a homeowner facing foreclosure would have to initiate an affirmative lawsuit to challenge the foreclosing entity's note-holder status.

Suspicion that the lender's paperwork may not be in order, without more, is in our view insufficient by itself to support an affirmative lawsuit. Only in cases with other strong legal claims therefore—claims based, for example, on Truth in Lending Act violations or fraud—will there be an opportunity to test the lender's note-holder status.[25] By contrast, a homeowner sued in a judicial foreclosure action may raise this issue as a defense even if no other defenses are available.

The need to file an action to raise this standing issue also means that a homeowner needs to find (and possibly pay) an attorney willing to prepare and file a case. Given the complexities, attempting to litigate this type of issue *pro se* would be unwise particularly when attorney fees may be assessed against the homeowner if the lender prevails. As a practical matter, then, challenges based on lack of note-holder status are much rarer in nonjudicial- than in judicial-foreclosure states.

III. Raising Lack of Standing to Foreclose in a Postforeclosure Eviction

A homeowner facing eviction after a nonjudicial foreclosure may be able to raise questions about note-holder status in conjunction with other challenges to the foreclosure. If these issues had not been litigated, the appropriate procedure would be to file an affirmative action challenging the foreclosure and ask the court hearing the eviction case either to stay that proceeding pending resolution of the affirmative case or to consolidate the two actions. With an action pending,

[23]See, e.g., *Mortgage Electronic Systems v. Albertson*, No. 04781 (Iowa Dist. Ct. Pottawattamie County March 16, 2009) (Order) (Mortgage Electronic Registration Services (MERS) not a real party in interest); *Saxon Mortgage Services v. Hillery*, 2008 U.S. Dist. LEXIS 100056 (N.D. Cal. Dec. 9, 2008) (granting motion to dismiss claim brought by an assignee of MERS).

[24]*U.S. Bank National Association v. Marcino*, 2009-Ohio-1178. The case underscores the complexity of the legal issues involved in this kind of challenge. Successfully challenging the standing of the foreclosing entity due to lack of proof of note-holder status demands a sophisticated understanding of both the practicalities of securitization and the requirements of assigning negotiable instruments. Homeowners representing themselves in court are likely to have a very difficult time prevailing on this ground.

[25]For more on foreclosure defenses under the Truth in Lending Act, see Mark Ireland, *Foreclosure Defense: Understanding TILA Basics Is Essential*, 43 Clearinghouse Review 20 (May–June 2009).

the homeowner is in a position to discover whether the foreclosing party can actually establish that it had the right to foreclose. If that party cannot do so, both the foreclosure and the resulting eviction would be in jeopardy.

In judicial-foreclosure states, these issues are likely barred by res judicata or issue preclusion. However, in nonjudicial-foreclosure states, a homeowner who did not previously file an action to stop the trustee's sale may challenge both the foreclosure and the resulting eviction.

When the defendant in a postforeclosure eviction is a tenant, the options are narrower. A tenant is unlikely to have much of the information necessary to challenge the foreclosure procedurally (e.g., for failure to put down the correct reinstatement amount in a notice of default) or substantively (e.g., for failure to state the required disclosures when the loan was taken out). Moreover, the narrow scope of most eviction proceedings may present obstacles to challenging the underlying foreclosure directly. But if a tenant is on good terms with the landlord, and the landlord is already challenging the foreclosure, incorporating the issues raised in the landlord's separate action to defend against the postforeclosure eviction makes sense for the tenant. As with a homeowner facing eviction after a foreclosure, the tenant may request a stay or consolidation based on the pendency of the landlord's related action.

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Because our office does not directly represent clients in eviction cases, we have not had an opportunity to test all of the strategies described above. We welcome your comments and feedback regarding your experiences in using defenses that we describe here as well as any defenses that you are using in the postforeclosure context.

COMMENTS?

We invite you to fill out the comment form at http://tinyurl.com/JulyAugustSurvey. Thank you.

—The Editors

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