US Certified mail # 0000 0000 0000 0000 0000

Attention Foreclosure Department

TIFFANY & BOSCO P.A.

2525 East Camelback Rd 3rd Floor

Phoenix, AZ 85016

**LAWFUL NOTICE**

**DEMAND FOR CANCELLATION OF:**

**NOTICE OF TRUSTEE’S SALE ARIZONA**

DATE: September 10, 2010

NAME: Your Name Here

LOAN NUMBER: 00000000

PROPERTY ADDRESS: Your address here

FORECLOSURE NUMBER: 00-00000

RE: CANCELLATION OF NOTICE OF SALE ARIZONA

**NOTICE TO PRINCIPAL IS NOTICE TO AGENT NOTICE TO AGENT IS NOTICE TO PRINCIPAL**

**You are participating in a process that is legally insufficient and VOID!**

 You are hereby informed of your insufficient process and therefore you must comply with due diligence requirements pursuant to and in accordance with your fiduciary responsibilities to all parties.

 You are hereby demanded to cancel the current **“Notice of Trustee’s Sale Arizona”** which has been unlawfully recorded per the Note and Deed of Trust which may or may not be relevant to the home located at: Your address here.

 There are numerous statutory notice violations and contractual provision violations associated with your fraudulent Trustee’s Sale process against the referenced Deed of Trust. If you proceed with the Trustee’s Sale your actions will be considered an attempt to unlawfully convert real property though the filing of fraudulent documents in a public office.

 The Arizona Supreme Court (and others) has ruled that lenders must strictly comply with Deed of Trust statutes. Further the court has ruled that any Trustee’s Sale which is held without complying with the notice requirements of statutes would be VOID. The court has also ruled that a party availing himself of a contractual provision providing for such forfeiture must comply strictly with all the provisions of the contract.

 Below are the items I have found thus far:

1. According to the referenced Deed of Trust, Section 22, paragraph 1, subsection c and Section 6c of the referenced Note, you are required to initiate a power of sale on “a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured.” You have failed to provide such notice prior to recording the Notice of Trustee’s Sale Arizona.

2. According to the Arizona Supreme Court you are required to “Strictly Comply” with all contract provisions and statutory notice requirements for Trustee’s Sales and forfeitures. One of the statutes states that I shall be given an exact copy of the Appointment of Successor Trustee. I was not given such a copy within the required 5 days after the recording.

 3. According to the Arizona Supreme Court you are required to “Strictly Comply” with all contract provisions and statutory notice requirements for Trustee’s Sales and forfeitures. One of the statutes states that I shall be given an exact copy of the Notice of Trustee Sale. I was not given such a copy within the required 5 days after the recording.

 4. According to the Arizona Supreme Court you are required to “Strictly Comply” with all contract provisions and statutory notice requirements for the Trustee’s Sale to yield a valid sale in the state of Arizona.

 The acknowledgements on all of the documents notarized by Paula Gruntmeir were acknowledged at 07:00am on the same date.

 That is a statistical impossibility and a fraud on the Trustee’s Sale process.

Supporting Cases:

 *See: Patton v. First Federal Savings and Loan Assoc. of Phoenix*

*(118 Ariz. 473, 578 P.2d 152. Mortgages 353 (1978))*

Case HOLDING:

“If a trustee's sale, conducted pursuant to a deed of trust, is held without complying with statutory notice

requirements, such a sale would be VOID, for statutes set forth only procedure for a valid trustee's sale. A.R.S. § 33-801 et seq.”

*See also: LeDesma v. Pioneer National Title Insurance Company*

*(129 Ariz. 171, 629 P.2d 1007. Mortgages 352.1 (1981))*

Case HOLDING:

“Strict compliance with notice requirements is essential to valid sale under deed of trust.”

 *See also: Schaeffer v. Chapman  176 ARIZ .326, 861 P.2d 611 (1993))*

Case HOLDING:

“30-day notice period in deed of trust was separate from 90-day period set forth by statute and lenders' failure to give total of 120-day notice prior to sale was breach of deed of trust”

*See also: Glad Tidings Church of America v. Hinkley*

*(71 Ariz. 306, 226 P.2d 1016 (1951))*

Case HOLDING:

“the law does not favor forfeitures and if a party would avail himself of a contractual provision providing for such a forfeiture, he must comply strictly with all the requirements of the contract.”

You are hereby **demanded** to file in the Maricopa County Recorder’s Office a **CANCELLATION OF NOTICE OF TRUSTEE’S SALE ARIZONA** for the fraudulent Trustee’s Sale on the referenced Deed of Trust within 3 days.

You are also **demanded** to deliver to me a fully executed copy of the same document at the FOLLOWING property address. **c/o Your address here**

 You are hereby **LAWFULLY NOTICED**: you also may be in violation of A.R.S. §§ 39-161, 13-2301 et seq, and others; and you may have committed and/or are a party to, numerous felonious acts committed against the State of Arizona.

 Respectfully,

 Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name Your Name Here

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 Your Name Here

**ACKNOWLEDGEMENT**

State of Arizona )

County of Maricopa )

**Subscribed and Sworn to** (or affirmed) before me a Notary Public in and for said County and State on this 10th day of September, 2010, by Your Name Here personally known to me or was made known to me, who appeared before me and did acknowledge their free act and deed.

 Notary \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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