

The pages (PG) and line (Ln) numbers are where to find the testimony in the trial transcription.

The beginning of John Kosogof's testimony.

G1

PG 82 Ln 21-Pg83 Ln 5 – Dwight Thomey question. How did you become aware, there was a problem with the title insurance policy and what the reason was? *John Kosogof Answer- Counsel for it was Friedman & MacFadyen contacted our office, submitted a claim under its policy advising that they believed that the mortgagee, excuse me, the deed of trust was defective and that they believed that all the property shown on the deed by which the Carvers acquired, which would have been the three parcels, although I think their letter referenced four parcels, should have also been encumbered by that same deed of trust.*

G2

PG 88 Ln 19 - PG 89 Ln 3 - Dwight Thomey question. What was the nature of the problem when you looked at your policy? *John Kosogof ANSWER. Well, the claim came in where the lender believed they should have had a lien on all the property that was owned by the Carvers, so one of the first things we would do is take a look at the policy to see what we insured. And when I looked at the policy that was issued by Global Title, I noted that the legal description page was blank. So that, unfortunately, offered no guidance as to what was being insured.*

G3

PG 90 Ln 7 – PG 90 Ln 19 - DWIGHT THOMEY QUESTION. Did you get a copy of the loan origination file? *ANSWER. I'm not sure I got the entire file, but I did get the file, yes.* QUESTION. Did you review the documents that were sent to you? *ANSWER JOHN KOSOGOF. I did.* DWIGHT THOMEY QUESTION. Did that clarify what was supposed to be intended as collateral for the loan? *ANSWER JOHN KOSOGOF. Well, the loan application stated was a refinance loan, take out various loans, I believe there were four previous loans secured by deeds of trust on the property. But other than that, there was nothing within the file to indicate that they intended to limit their collateral to a three acre or three and a half acre parcel.*

G4

PG 91 Ln 1 - 7 – DWIGHT THOMEY QUESTION. Okay. Let's pull out Plaintiff's No. 1. Was there anything on the deed of trust that you felt was helpful or to assist you in determining what was to be the collateral for the loan? *ANSWER John Kosogof Well, the deed of trust contains a legal description, but at best it's an ambiguous description.* **DWIGHT THOMEY QUESTION.** Why is that? *ANSWER. Because it doesn't identify specifically what 3.5 acres was intended as the collateral.*

The **Parcel and TAX ID #02-039818** was listed with **TOTAL ACREAGE 3.505**, at the bottom end of the recorded 41 acre legal description, meets and bounds. There is not ANY OTHER Tax or Parcel ID. Number listed with the DOT in question, and still not a single acknowledgement of the Global Title mistake originally recording the incorrect Non-existent 41 acre legal description.

G5

PG 94 LN 8 – 18 - DWIGHT THOMEY QUESTION - Wasn't there an affidavit of the Carvers? *ANSWER John Kosogof Oh, I'm sorry. Yes, yes. There's an affidavit pursuant to Section 12-108(G) (3) of the tax property article of the annotated code of Maryland. This affidavit is signed both by Lawrence Carver and Nancy Carver. And in that affidavit they are setting forth that they are the original mortgagors of four separate deeds of trust, that that property is the principal residence, and that they are refinancing all four of those deeds of trust with the loan securing the deed of trust that they executed on July 26, 2005, as Plaintiff's Exhibit No. 1.*

The 12-108(G) (3) OF THE TAX-PROPERTY ARTICLE OF THE ANNOTATED CODE OF MARYLAND Lists 1) (quote) all four parcels being paid off. 2) (Quote) –That the mortgaged property is our principal residence; and 3) (quote) that the amount of unpaid principal of the original mortgages/deeds of trust being refinanced (and lists all four

names of the creditors!! This affidavit is blatantly misrepresented by JOHN KOSOGOF in testimony to deliberately mislead the court. The testimony is to further the JOHN KOSOGOF “cover up” agenda. This affidavit is nothing more than a tax – property Article code. The other parcels JOHN KOSOGOF listed, could never be bank approved for collateral for any loan as they were “raw ground” and not improved land for building.

G6

PG 94 Ln 19 – PG 95 Ln 2 - DWIGHT THOMEY QUESTION. Okay. As a result of that, did you go and try to determine -- I think you said you looked at the deed at WAS 277 348. Did you check to see what property the Carvers actually owned at that time in that area? *ANSWER John Kosogof Yes, we did. And since this was a refinance and since it was intended that this deed of trust, according to the refinance affidavit, replaced the other four deeds of trust, we took a look at all four of those and the legal description on all four of those.*

These four DOTs were paid off. The house and 3.50 acre parcel were the INTENDED and ACCEPTED collateral and a mortgage was put on only the 3.50 acre house/parcel. This mortgage paid off those 4 DOTs listed on the affidavit as was intended. Furthermore, JOHN KOSOGOF testified “he took a look at all four of those and legal description. Etc. Listed on the affidavit is Book 875 Page 260. This is an SBA DOT, listed and paid off at Book 1989 Page 001. On the Maryland intake sheet Book 875 Page 271 for this DOT recording, it lists 4 INDIVIDUAL PARCELS. BY ID # MAP # AND PARCEL # THESE ARE ALL OF THE CARVER 4 PARCELS. INCLUDING THE LISTED TAX ID 20-039818, MAP #44 PARCEL #73. THIS IS THE 3.50 ACRE HOUSE/PARCEL that JOHN KOSOGOF is on record saying it doesn’t exist. Is this perjury?

PG 96 Ln 6 – PG 100 Ln 16 - DWIGHT THOMEY QUESTION. Now, you had indicated that you also as a result of the affidavit you saw reviewed some deeds of trust that were referenced in that affidavit. Is that correct? *ANSWER John Kosogof. That's correct.*

JOHN KOSOGOF goes on to testify identifying, four Defendants Exhibits (6)–744/860, (7)–756/462, (8)–991/658 and (9)–875/260. JOHN KOSOGOF is questioned and answers basically the same explanation for all four defense exhibits. (PG 99 LN24)

DWIGHT THOMEY QUESTION. Then Defendant's 9 is the deed of trust recorded at 875 260? *ANSWER. That is correct.* DWIGHT THOMEY QUESTION and what **parcels were the collateral** for that loan? *Answer john Kosogof On the legal description for that deed of trust it describes a parcel of 41.072 acres, as well as a parcel of 6.846 acres and a parcel containing 50.321 acres.* DWIGHT THOMEY QUESTION Same being clause basically? *ANSWER John Kosogof of Being all the parcels of tracts of lands which are conveyed to the Carvers and recorded at Liber WLB number Folio excuse me, number 744 Folio 847.* DWIGHT THOMEY QUESTION Did you determine if all of those deeds of trust were subsequently released of record? *ANSWER John Kosogof Yes, I did.* DWIGHT THOMEY QUESTION And were they? *Answer john Kosogof Yes. They are all paid off and satisfied after the settlement on the deed of trust which is marked Plaintiff's Exhibit No. 1.*

Defendant's 9 is the deed of trust recorded at 875 260. This is an SBA Deed of Trust. On the Maryland State intake sheet Book 875 Page 271 for this DOT recording, it lists 4 INDIVIDUAL PARCELS. INCLUDING THE LISTED TAX ID 20-039818 MAP #44 PARCEL #73. THIS IS THE 3.50 ACRE HOUSE/PARCEL. JOHN KOSOGOF testified that only 3 parcels make up this dot. IN FACT, there are FOUR! Is This Perjury? JOHN KOSOGOF deliberately suppresses material facts in his testimony regarding **Def. #6** 744/860 recorded on 8/26/98 and **DEF# 7** 756/462 recorded on 11/2/98. Both of these DOT's were recorded PREVIOUS to the approval and recording of the Minor Subdivision MS 3102 Map 44 Grid 13 Parcel 44 approved in December 1998! Obviously **Def. 6 and 7 ONLY** had 3

parcels recorded because **there were only 3 parcels at that time!!!** Why this was not stated to the court? Kosogof deliberately attempts to confuse the court.

G11

PG 104 Ln 8-10 PG109 Ln 12 - DWIGHT THOMEY QUESTION did you ever come up with anything that encumbered only a three and a half acre parcel OR IDENTIFIED THREE AND A HALF ACRE PARCEL?
ANSWER John Kosogof No.

G21

PG 134 – PG 135 the defense (Dwight Thomey) objected and argues against plaintiff entering exhibit #13 into evidence, Dwight Thomey argues as follows,

Plaintiffs #13 the “easement” is irrelevant, stating JOHN KOSOGOF did research to look for deeds to try to locate any plats to try to locate a 3.5 acre parcel. Further the defense states, there is no deed, there is no plat.

The defense is now engaging in deliberate suppression of the truth and facts. There is a plat and records for this parcel! Plat MS 3102. Parcel 73. Grid 13. Map 44. Parcel ID number 02-039818. In fact, the DEFENSE ATTORNEY HIMSELF AUTHORIZED AND SIGNED APPROVING THE EASEMENT IN 1998 AS HE WAS THE Attorney for the Board of County Commissioners of Cecil County. Also, this easement and Book and page is listed in the title insurance policy! How can this not be collusion to hide facts from the court? **On PG 135 Ln 17 – 18 Defense attorney states in argument, there is NO PLAT.**

Furthermore, he states “the deed of easement is not in land records. I GUARANTEE YOU. I LOOKED” Does this NOT prove that the entire defense presented to the court is predicated on a false narrative and is to hide key and material facts from the court specifically to hide that the 3.50 acre parcel is REAL and John Kosogof had known about it and still rerecorded the counterfeit Deed of trust.

**This would constitute Criminal fraud I believe
But you decide!!!**