

CAUSE NO. _____

JOHN P. KLANDER
AND BRIAN A. BREWER - TRUSTEE

§
§
§
§
§
§

IN THE DISTRICT COURT OF

v.

HARRIS COUNTY, TEXAS

NEW PENN FINANCIAL, LLC

_____ JUDICIAL DISTRICT

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

AFFIDAVIT OF JOHN P. KLANDER

BEFORE ME, the undersigned authority, on this day personally appeared John P. Klander who, being duly sworn, deposes and says:

1. "My name is John P. Klander. I am the Plaintiff in the above-captioned lawsuit. I have read the Plaintiff's Original Petition, Application for Injunctive Relief, and Request for Disclosures to which this Affidavit relates and offer this Affidavit in support of the statements and arguments asserted therein.
2. The subject matter of the lawsuit is the real property and the improvements thereon located at 8511 Majesticbrook Drive, Houston, TX 77095 (the "Property").
3. My wife Martha and I purchased the Property on or about March 7, 2012. During the Process of purchasing the Property, I executed a Note in the amount of \$118,960 and a Deed of Trust for which JPMorgan Chase Bank, N.A. is listed as the Lender.
4. Upon information and belief, the Note and Deed of Trust were subsequently transferred to New Penn Financial, LLC ("New Penn") who also acts as the loan servicer.
5. I began to have financial difficulties in the summer of 2016 due to hospitalization and treatment for health problems. As such, I struggled occasionally to pay my mortgage payment in a timely manner but I have never received any correspondence from New Penn informing me that I was behind on or in default of my mortgage.
6. As such, I was unaware of the severity of the situation regarding my mortgage until I was contacted by Brian A. Brewer - Trustee of the Elm Pointe Trust ("Brewer") on March 15, 2018 who informed me that New Penn posted my

Property for foreclosure sale on April 3, 2018. This surprised me because I had not received any correspondence from New Penn informing me that they had initiated the foreclosure process. Apparently, New Penn posted my Property for foreclosure sale on April 3, 2018 without sending me proper and timely notice of default, an opportunity to cure the default, notice of intent to accelerate the debt, notice of acceleration of debt, and notice of substitute trustee's sale prior to the foreclosure sale as required by the Texas Property Code – New Penn violated my due process rights as well as the terms and conditions of the Deed of Trust.

7. Brewer offered to help me with my mortgage issues by paying off my mortgage loan, purchasing the Property from me, and renting the property back to me. To facilitate the process, I executed a Special Warranty Deed whereby I transferred my ownership interest in the Property to Brewer subject to the existing loan with New Penn.

I have read the foregoing Affidavit and attest that the information contained therein is true and correct in all respects based upon my personal knowledge.

John P. Klander
JOHN P. KLANDER

SUBSCRIBED AND SWORN TO BEFORE ME on this the 28 day of March, 2018.

Stewanna Smith
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS
My commission expires:
Oct 3, 2019

