

EXHIBIT "1"

CAUSE NO. _____

EDDIE C. LINDSEY

v.

WBL SPO I, LLC AND WORLD
BUSINESSLENDERS, LLC

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

_____ JUDICIAL DISTRICT

AFFIDAVIT OF EDDIE C. LINDSEY

STATE OF TEXAS

COUNTY OF HARRIS

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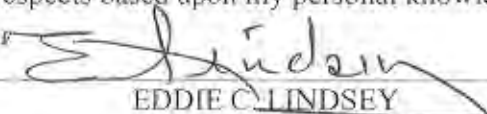
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, the undersigned authority, on this day personally appeared Eddie C. Lindsey who, after being duly sworn, deposes and says:

1. My name is Eddie C. Lindsey. I am the Plaintiff in the above-captioned lawsuit. I have read the Original Petition, Application for Injunctive Relief, Demand for an Accounting, 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 this lawsuit is the real property and the improvements thereon located at 2700 Spring Creek Drive, Spring, TX 77373 (the "Property").
3. I purchased the Property on or about May 15, 2020. During the process of purchasing the Property, I in my capacity as CEO of Legacy Airways, LLC executed a Business Promissory Note and Security Agreement ("Note") in the amount of \$220,000.00 as well as a Deed of Trust, Assignment of Leases and Rents and Security Agreement ("Deed of Trust") in which Axos Bank is listed as the Lender.
4. Upon information and belief, the Note and related Deed of Trust were subsequently transferred to World Business Lenders, LLC ("Defendant") which also services the Loan.
5. During the term of the Note, I reviewed the paperwork that Lender rushed me into signing and realized that I had been deceived into signing off on a Note that violates the anti-usury laws of the Texas Finance Code. In particular, I noticed that the terms of the Note require that I pay interest at the rate of 52.2542% - nearly **double the maximum lawful rate of interest for a consumer credit card.**
6. Defendant, World Business Lenders, LLC, had not accounted for my payments on the loan and subsequently determined I was in default on my loan and proceeded to post Plaintiff's Property for a foreclosure sale.

7. Instead of following proper procedure pursuant to the Texas Property Code as well as the related Deed of Trust, World Business Lenders, LLC failed to send a notice of default, provide the opportunity to cure, a notice of intent to accelerate the debt, and notice of acceleration of debt. Instead, WBL SPO I, LLC violated my due process rights by posting my Property for foreclosure sale. Moreover, the foreclosure scheduled to be conducted by WBL SPO I, LLC should be void as a matter of law because WBL SPO I, LLC does not have standing to foreclose since they are not the lender of record nor did they provide me with the statutory Notices pursuant to Texas Real Property Code. Defendants' failure to provide Plaintiff with the statutory notices deprives me of my due process rights and the opportunity to cure pursuant to Section 18 of the Deed of Trust.
8. Upon further review of the Notice provided to me by counsel, the Notice is defective for the following reasons: (a) the listed lender on the Notice of Substitute Trustee Sale is not consistent with the Assignment of the Deed of Trust as recorded in the Real Property Records of Harris County and (b) I never received notices from the alleged Lender's attorney.
9. Accordingly, I allege that Defendants are about to wrongfully sell my Property at a foreclosure sale on September 06, 2022 without standing and in violation of my due process rights as well as the Note and Deed of Trust.

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.


EDDIE C. LINDSEY

SUBSCRIBED AND SWORN TO BEFORE ME on this the 30 day of August, 2022.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My commission expires:
10-02-2024

