

**NO. 2022-71126**

|                             |   |                                    |
|-----------------------------|---|------------------------------------|
| DANIEL J. SHEA,             | § | IN THE DISTRICT COURT OF           |
|                             | § |                                    |
| <i>Plaintiff,</i>           | § |                                    |
| -vs-                        | § |                                    |
|                             | § | HARRIS COUNTY, TEXAS               |
| CLICK 'N CLOSE, INC., F/K/A | § |                                    |
| MID-AMERICA MORTGAGE, INC., | § |                                    |
|                             | § |                                    |
| <i>Defendant.</i>           | § | 55 <sup>th</sup> JUDICIAL DISTRICT |

TO THE HONORABLE JUDGE OF SAID COURT:

**VERIFIED FIRST AMENDED PETITION FOR**  
**DECLARATORY AND INJUNCTIVE RELIEF**  
**TO DELAY OR SET ASIDE JUDICIAL FORECLOSURE**

TO THE HONORABLE JUDGE OF SAID COURT

COMES NOW DANIEL J. SHEA, *Pro Se* Plaintiff herein, who files this his *Verified First Amended Petition for Declaratory and Injunctive Relief to Delay or Set Aside Judicial Foreclosure* set now for Temporary Injunctive relief on November 11, 2022. The November 11<sup>th</sup> setting was apparently set by this Court in a *Temporary Restraining Order* that was then set by the Ancillary Court on October 31, 2022. The Ancillary Court (165 Judicial District Court) also transferred this case to this 55<sup>th</sup> District Court on “case attraction” to 2019-22261. Defendant Mid America Mortgage, Inc. has been succeeded by Click ‘n Close, Inc., as of June 27, 2022. At its core, this case is about FRAUD for failure to disclose that Mid-America, dismissed with prejudice in 2019-22261, was no longer the party against whom suit could proceed. *See* TEX. R. CIV. P. 29. This pleading adopts and incorporates the Original Petition with all its Exhibits and adds an anticipatory cause of action for unjust enrichment which will ripen when the appraisal ordered by the defendant is produced.

## I. DISCOVERY CONTROL PLAN

1. Plaintiff intends that discovery be conducted pursuant to a Level 3 Plan as authorized in TEX. R. CIV. P. 190.4 and hereby moves for that Level and asks the Court to act on this matter as promptly as reasonably possible.

## II. STATEMENT OF THE CASE AND RELIEF SOUGHT

2. This is a case in which Plaintiff is attempting to prevent a wrongful foreclosure. There are multiple note-holder identities which plaintiff has researched. Documents provided herein show that the Attorney(s) for defendant Click N' Close, Inc. have made material misrepresentations of its involvement in a foreclosure proceeding that purport to allow it to foreclose on behalf of Mid-America Mortgage which is a legal entity that no longer exists as of June 27, 2022. The U.S. Veterans Administration is a Guarantor of the original Note and has likewise been materially deceived. According to Secretary of State records

## III. PARTIES, WHETHER REAL OR FRAUDULENT

3. Plaintiff has assembled and attached a list of documents. The tranche is marked as Exhibit "A" and contains 17 pages that are marked as A-1 to 17. These pages arrived at plaintiff's home on or about October 10, 2022 from Myrna Hodge, a VA Appraiser # 5001216. It represents that Ms. Hodge has been assigned by Mid America Mortgage and the VA. Although, as matters progressed, neither Mid America nor the VA had assigned Ms. Hodge.. Mid-America no longer exists. And surrendered its identity to Click 'N Close, Inc. As of June 27, 2022.

4. Without knowledge of the June 27, 2022 replacement of Mid-America, your Plaintiff contacted Sammy Hooda, attorney for Mid America in the closed case 2019-22261. Exhibits A-1 to A-3 demonstrate how operative facts came to Shea's attention. A-4 is Shea's query to Hooda to which he replied (A-5) that Shea had permission to contact his client Mid America Mortgage and its

successor and assigns. The “successor and assigns” did not register as appearing to be boilerplate. Rather than Hooda responding by telephone as requested, at A-6 a new person appeared instead of Hooda, namely, Amanda Hudson ([ahudson@mil-defaultlaw.com](mailto:ahudson@mil-defaultlaw.com)). She confirms that she has consulted with “Our client” and that Myrna Hodge is the assigned appraiser. At this point, both Hooda and Hudson have evaded the question about the identity of Ruben Portugues shown on A-2 and 3. On October 13, Shea contacted Ms. Hodge and set the Appraisal for the following day, October 14. Shea was present for the appraisal and gave Appraiser Hodge a copy of a prior appraisal ordered by Mid-America’s predecessor. It found that as of as of October 2018 some 4 years earlier, the plaintiff’s homestead at 1519 Droxford was worth \$660,000. It is attached at A-7 and 8, The 2018 appraisal was based on improvements, location, and economic analysis. This was provided to Ms. Hodge and your Plaintiff accompanied her on her appraisal. She was thereby able to take into account the location of the homestead on Droxford that explained the property’s elevation that protected it from flooding during Hurricane Harvey. She was also shown construction of 2 new homes on the block that are conservatively worth 1.5 million each. She appeared to be impressed with all the factors. However, unlike the 2018 55 page appraisal that was provided by your Plaintiff to Ms. Hodge, she Hodge declined to provide her findings per the instructions of Ruben Portugues. Discovery of that appraisal is a critical factor in this case that inform the motivation of Click ‘N Close. Plaintiff then requested the payoff requests for the note to provide to one of many investors what have contacted the plaintiff. Pages A-9 and 10 are payoff statements that demand payment to Mid-America (A-11) that again had ceased to be a live entity as of June 27, 2022. Pages A-12 and A13 are a letter in your Plaintiff’s file, dated September 5, 2022 that, under the circumstance, prompted your Plaintiff to contact the VA. The contact ws handled by Mr. Owen Taylor who gave Plaintiff permission to use his name and telephone number (877) 827-3702. Mr. Taylor first

explained the different effect of a CARES ACT application and an application for a “Mortgage Assistance Application.” Unlike the CARES ACT, the Mortgage Assistance Application is a different funding source than the Cares Act. He emphasized that the Mortgage Assistance Application has a different effect than a CARES Act. He emphasized in the strongest terms that your Plaintiff needed to immediately initiate a “Mortgage Assistance Application” that would immediately *stop a foreclosure*. The Application appears to be the “Special Forbearance” shown on A-13. Mr. Taylor also advised Plaintiff that I could expect resistance from a mortgage company under the theory that the CARES ACT controls. It does not according to Taylor By email of October 26, Exh (“A-14”) your Plaintiff communicated with all involved (including Mr. Taylor). Mr. Taylor’s “strong recommendation” was summarized to Messrs. Portugues, Hooda and Taylor. However, the resistance has appeared.. “A-15” is a response from Mr. Hooda on October 27. In a telephone conversation with Mr. Hooda on October 27, Mr. Hooda advised plaintiff to contact his client. That took place on the same date as plaintiff received a telephone call from a Broker, Mr. Landes, who asked for a continuance. That caused plaintiff to contact the “lender” on a 3 way call with Landes to what appeared to be a call to Mid-America Loss Mitigation. That call was transferred to Tasia Anderson as a “Representative” of Click ‘n Close which was recorded by Mr. Landes who can attest to Ms. Anderson’s apparent unauthorized practice of law, now on behalf of Click ‘N Close. His call of October 27, 2020 was crafted and signed by him on October 28. “A-16. Then followed a letter of October 28, 2020 to Messrs. Portugues and Hooda (“A-17”). .

#### IV. PARTIES, JURISDICTION, AND VENUE

5. Plaintiff resides at 1519 Droxford Drive, Houston, TX 77008 at which he holds a valid Texas Driver’s License \*\*\*\*3816. He is a 78 year old military veteran of the U.S. Navy Submarine Service from which he was honorably discharged in 1966 after service on USS Cavalla, (SS-244), and

service as a nuclear plant operator (NEC 3354) on USS U.S. Grant, (SSB[N] 631).

6. Defendant Click 'N Close is what appears to be a successor or Assignee to Mid America Mortgage. The Secretary of State Records reveal that it was actually June 29, 2022 that assumed the corporate identity and replaced Mid America on the tax and federal FEIN numbers. Since this was a mere name change under the same Tax ID and FEIN, TEX. R. CIV. P. 29 does not apply. Upon information and belief from a foreclosure notice, Mid America is the foreclosing party with a named Trustee. The only person who has asserted "Representation" for Click 'N Close is Tasia Anderson, a paralegal, whose who is not a lawyer. The record of a conversation between a Broker, Mr. Joe Landes, Ms. Anderson, and Plaintiff is set forth above at A-16.

7. Mid-America Mortgage, the antecedent to Click 'N Close, has appeared in the prior case 2019-22261 and answered. Acting on information from the Texas Secretary of State, Mid-America Mortgage, Inc.'s legal identity has been extinguished and replaced by Click 'N Close. Yet, Mid America Mortgage alone appears on the filing of the Notice of Foreclosure as the noticing party directing the Notice to Plaintiff and to Roy Crush the Trustee who appears to be an attorney at the Marinosci Law Firm with Mr. Hooda. Thus, Notice can only be achieved through Mr. Hooda whose contact information may be obtained from the Certificate of Service, *infra*. Jurisdiction and Venue are established on the property as locus and place of attempted foreclosure, Harris County.

8. As of this filing, the critical appraisal alleged to be on behalf of Mid\_America and the VA, has not been provided. That alone justifies the grant of a Temporary Injunction at the TI hearing on November 11, 2022.

V. FIRST CAUSE OF ACTION AGAINST CLICK 'N CLOSE: FRAUD

9. Plaintiff re-alleges par. 4-8, *supra*, which is re-alleged here.

10. At time of trial, plaintiff will prove that at all relevant times, Click 'n Close, Inc.

acting through its Attorney Hooda (also the same who represented Mid-America in 2019-22261), made material non-disclosures about the real but putative foreclosing Note Holder, Mid America. Acting through its attorney, Mid-America attempted to divert Plaintiff's attention to itself that had been dismissed with prejudice in case 2019-22261. As a result of this deception by failure to disclose, your Plaintiff will suffer irreparable injury by a forced foreclosure of a 78 year old Veteran from his homestead. A wrongful closure suit likely does not fit the actuarial realities here.

11. Plaintiff pleads for ordinary damages to be determined by a Judicial Determination on the matter of proper party.

12. Plaintiff also pleads the doctrine of *Force Majeure* in his favor. The forces include the oil price collapse and its effect on his home value attributable to a Russia-Ukraine War, the COVID-19 crisis, and most recently, what appears to be an imminent collapse of civil society by the most recent attempt by a depraved MAGA Q-Anon who appeared at the home of our Nation's Speaker with black plastic ties that are connected to the attempt on January 6, 2021 to kidnap Speaker Pelosi ("Where's Nancy?"). In her absence, the burglar assaulted her husband, 82 year old Paul Pelosi savagely enough to result in a fractured skull. As stated in the 2019-22261 pleading, "That spells civil collapse."

13. Plaintiff also pleads the equitable remedy of Unjust Enrichment. That matter is anticipatory since the Appraisal ordered by the defendant has yet to be provided. Without it, Plaintiff cannot proceed to seriously entertain any of the many offers presented to him by mortgage investors. For example, the loan payoff at this time is \$644,957.57 which is some \$15,000.00 *below* the 2018 appraisal of \$60,000.00.

#### VI. REQUEST FOR INJUNCTIVE RELIEF

14. Plaintiff pleads that he is entitled to injunctive relief pursuant to TEX. R. CIV. P. 680

*et seq.* Rule 680 began the TRO process with the preceding verified pleading that immediate and irreparable injury will result to this applicant before notice can be served and a hearing can be had. The injury to plaintiff is imminent, seriously injurious, and without which, plaintiff has a no other remedy at law owing to the lengthy and expensive efforts needed to obtain a wrongful foreclosure. Plaintiff asserts that he is likely to prevail on the merits in this case against either or both Click 'N Close or Mid-America. He also asserts significant public interest in fraud and unauthorized practice of law on which basis he pleads for a *de minimis* bond. In the prior case, 2019-22261, bond was set at \$100.00. The same bond amount was levied by the Ancillary Court when it issued the existing TRO. Plaintiff requests that the court expressly provide in its order that the bond securing the temporary restraining order, if issued, be continued as the bond for the temporary injunction.

15. Plaintiff supports this request with his *Verification by Unsworn Declaration*, below.

#### VII. REQUEST FOR RELIEF

WHEREFORE, PREMISES CONSIDERED, Plaintiff requests that at trial, and in the imminent injunction proceedings, he have all the relief requested herein as pleaded under penalty of perjury against each of the proper parties to be determined by this Court's ultimate Declaration also pleaded here. He also pleads for general and special relief, whether at law, or in equity, including but not limited to TRCP1 and CPRC 5, to which he may show himself to be justly entitled.

Respectfully submitted,

/s/ Daniel J. Shea  
DANIEL J. SHEA  
Tex. Bar. No. 18163850  
1519 Droxford Drive  
Houston, TX 77008-3213  
tel: (832) 647-3612  
[djs7500@aol.com](mailto:djs7500@aol.com)  
PLAINTIFF, *PRO SE*



CERTIFICATE OF SERVICE

This is to certify that the above and foregoing *Verified First Amended Petition for Declaratory and Injunctive Relief to Delay or Set Aside Judicial Foreclosure* was e-filed with the Court on November 8, 2022.

Mr. Samir Hooda  
MARINOSCI LAW GROUP, PC  
D.B.A. MARINOSCI & BAXTER  
14643 Dallas Parkway, Suite 750  
Dallas, TX 75254-8884  
Attorney-in-Charge for Defendant  
CLICK 'N CLOSE, INC.

E-service: [shooda@mlg-defaultlaw.com](mailto:shooda@mlg-defaultlaw.com)

/s/ Daniel J. Shea  
DANIEL J. SHEA

VERIFICATION BY UNSWORN DECLARATION

TEX. CIV. PRAC. & REM. CODE § 132.001(c)

“My name is DANIEL JOSEPH SHEA, my date of birth is December 21, 1943, and my address is 1519 Droxford Drive, Houston, Texas 77008-3213, United States of America. I declare under penalty of perjury that the foregoing is true and correct.

Executed in Harris County, State of Texas, on the 8th day of November, 2022.

  
\_\_\_\_\_  
Daniel Joseph Shea, Declarant”



10/8/22

Daniel Shea,

Please contact me at 832.5886672

I have been assigned by

Mid America Mortgage and the VA  
to appraise

1519 Droxford Dr  
Houston TX 77008

Thank you,

Myrna Hodge

VA Panel Appraiser #E001218

EX# "A-1"

P.1

See attached assignment



**Department of Veterans Affairs** **REQUEST FOR DETERMINATION OF REASONABLE VALUE (Real Estate)**

**EQUAL OPPORTUNITY IN HOUSING**

**NOTE:** Federal laws and regulations prohibit discrimination because of race, color, religion, sex, or national origin in the sale or rental of residential property.

Numerous State statutes and local ordinances also prohibit such discrimination. In addition, section 805 of the Civil Rights Act of 1968 prohibits discriminatory practices in connection with the finance of housing.

If VA finds there is noncompliance with any anti-discrimination laws or regulations, it may discontinue business with the violator.

**SECTION 1: PROPERTY ADDRESS AND DESCRIPTION**

|  |  |  |   |
|--|--|--|---|
| 1A. VA LOAN IDENTIFICATION NUMBER (LIN)<br>LGI 62-62-6-1244119   |  | 1B. APN/LOT NUMBER   | 1C. LATITUDE/LONGITUDE GRID   |
| 1D. PROPERTY ADDRESS LINE ONE<br>1519 DROXFORD DR  |  | 1F. PROPERTY ADDRESS CITY<br>HOUSTON   | 1G. PROPERTY ADDRESS STATE<br>TX  |
| 1E. PROPERTY ADDRESS LINE TWO  |  | 1H. PROPERTY ADDRESS COUNTY<br>HARRIS  | 1I. PROPERTY ADDRESS ZIP CODE<br>77008  |
| 1J. BUILDING TYPE<br><input type="checkbox"/> SINGLE FAMILY RESIDENCE <input type="checkbox"/> MANUFACTURED HOME<br><input type="checkbox"/> CONDO <input type="checkbox"/> MULTI-FAMILY RESIDENCE |  | 1K. PROPERTY LEASEHOLD?<br><input type="checkbox"/> YES <input checked="" type="checkbox"/> NO | 1L. VERIFIED BY USPS?<br><input type="checkbox"/> YES <input type="checkbox"/> NO |

**SECTION 2: LOAN TYPE AND INFORMATION**

|  |   |  |
|--|---|--|
| 2A. APPRAISAL TYPE<br><input type="checkbox"/> PURCHASE<br><input type="checkbox"/> REFINANCE<br><input checked="" type="checkbox"/> LIQUIDATION<br><input type="checkbox"/> OTHER | 2B. LOAN USE (if Applicable)<br><input type="checkbox"/> RENOVATION (Alterations/Repairs)<br><input type="checkbox"/> CONSTRUCTION<br><input type="checkbox"/> ENERGY EFFICIENCY MORTGAGE (EEM)<br><input type="checkbox"/> OTHER | 2C. BUILDING STATUS<br><input type="checkbox"/> PROPOSED<br><input type="checkbox"/> NEW CONSTRUCTION/UNDER CONSTRUCTION<br><input checked="" type="checkbox"/> EXISTING<br><input type="checkbox"/> OTHER |
| 2D. SALES PRICE  |   |  |

**NEW OR PROPOSED CONSTRUCTION - COMPLETE BUILDER INFORMATION 2E THROUGH 2G BELOW**

|                  |                       |  |
|------------------|-----------------------|--|
| 2E. BUILDER NAME | 2F. BUILDER ID NUMBER | 2G. BUILDER TELEPHONE NUMBER (INCLUDE AREA CODE) |
|------------------|-----------------------|--|

**SECTION 3: SPECIAL INSTRUCTIONS AND ADDITIONAL INFORMATION**

|   |   |  |
|---|---|--|
| 3A. SPECIAL INSTRUCTIONS<br><input type="checkbox"/> VETERAN/SELLER WORKS NIGHTS<br><input type="checkbox"/> PETS ON PREMISES<br><input type="checkbox"/> HOUSE ALARM<br><input type="checkbox"/> GATED COMMUNITY<br><input type="checkbox"/> SPECIAL ENERGY EFFICIENCY | 3B. OTHER SPECIAL INSTRUCTIONS OR INVOICE INFORMATION (PLEASE DESCRIBE) | 3C. NUMBER OF PAGES IN UPLOADED SALES CONTRACT |
|---|---|--|

**NOTE: INITIATING THE TIDEWATER PROCESS (VALUE NOT SUPPORTED)**  
 When Purchase Price is not supported, Tidewater is to be sent to Tidewater POC in Section 4.

**SECTION 4: POINT(S) OF CONTACT INFORMATION (PLEASE COMPLETE FOR PROPERTY ACCESS OR NOTIFICATION PURPOSES)**

| LENDER POINT OF CONTACT INFORMATION (POC)                         |  | VETERAN/BORROWER POINT OF CONTACT (POC) INFORMATION       |   |
|---|--|---|---|
| 4A. LENDER POC NAME<br>RUBEN PORTUGUES                            |  | 4D. VETERAN/BORROWER POC NAME                             |   |
| 4B. LENDER POC PHONE NUMBER (INCLUDE AREA CODE)<br>(469) 415-0162 | 4C. LENDER POC E-MAIL ADDRESS<br>ruben.portugues@clicknclose.com | 4E. VETERAN/BORROWER POC PHONE NUMBER (INCLUDE AREA CODE) | 4F. VETERAN/BORROWER POC E-MAIL ADDRESS |
| BUYER AGENT POINT OF CONTACT (POC) INFORMATION                    |  | SELLER AGENT POINT OF CONTACT (POC) INFORMATION           |   |
| 4G. BUYER AGENT POC NAME  |  | 4J. SELLER AGENT POC NAME                                 |   |
| 4H. BUYER AGENT POC PHONE NUMBER (INCLUDE AREA CODE)              | 4I. BUYER AGENT POC E-MAIL ADDRESS                               | 4K. SELLER AGENT POC PHONE NUMBER (INCLUDE AREA CODE)     | 4L. SELLER AGENT POC E-MAIL ADDRESS     |

A-1, p.2

| SELLER/HOME OWNER POINT OF CONTACT (POC) INFORMATION  |   | BUILDER SALES OFFICE POINT OF CONTACT (POC) INFORMATION                       |   |
|---|---|---|---|
| 4M. SELLER/HOME OWNER POC NAME<br><br>DANIEL SHEA   |   | 4P. BUILDER SALES OFFICE POC NAME   |   |
| 4N. SELLER/HOME OWNER POC PHONE NUMBER (INCLUDE AREA CODE)<br><br>7138996727  | 4O. SELLER/HOME OWNER POC E-MAIL ADDRESS  | 4Q. BUILDER SALES OFFICE POC PHONE NUMBER (INCLUDE AREA CODE)                 | 4R. BUILDER SALES OFFICE E-MAIL ADDRESS           |
| TIDEWATER POINT OF CONTACT (POC) INFORMATION  |   |   |   |
| 4S. TIDEWATER POC NAME  |   | 4T. TIDEWATER POC PHONE NUMBER (INCLUDE AREA CODE)                            | 4U. TIDEWATER POC E-MAIL ADDRESS                  |
| SECTION 5: REQUESTER INFORMATION  |   |   |   |
| 5A. BUSINESS/LENDER NAME<br><br>MID AMERICA MORTGAGE INC  | 5B. REQUESTER NAME<br><br>RUBEN PORTUGUES   | 5C. REQUESTER TITLE<br><br>FORECLOSURE SPECIALIST                             |   |
| 5D. REQUESTER PHONE NUMBER (INCLUDE AREA CODE)<br><br>(469) 415-0162  |   | 5E. REQUESTER E-MAIL ADDRESS<br><br>ruben.portugues@clicknclose.com           |   |
| 5F. BUSINESS/LENDER STREET ADDRESS LINE ONE<br><br>15301 SPECTRUM DRIVE, SUITE 405  |   | 5H. BUSINESS/LENDER ADDRESS CITY<br><br>ADDISON                               |   |
| 5G. BUSINESS/LENDER STREET ADDRESS LINE TWO   |   | 5I. BUSINESS/LENDER ADDRESS STATE<br><br>TX                                   | 5J. BUSINESS/LENDER ADDRESS ZIP CODE<br><br>75001 |
| 5K. INSTITUTION CASE NUMBER<br><br>2003601651   | 5L. SPONSOR TYPE<br><br><input type="checkbox"/> LENDER <input type="checkbox"/> SERVICER | 5M. SPONSOR ID  |   |
| 5N. CAN ASSISTED APPRAISAL PROCESSING PROGRAM (AAPP) BE UTILIZED ON THIS APPRAISAL ASSIGNMENT ? <input type="checkbox"/> YES <input type="checkbox"/> NO  |   |   |   |
| SECTION 6: VETERAN/BORROWER INFORMATION   |   |   |   |
| 6A. VETERAN NAME (First, Middle Initial, Last)  |   | 6B. OTHER BORROWER NAME(S) (SPOUSE, PARTNER, ETC.)                            |   |
| 6C. VETERAN ADDRESS LINE ONE  |   | 6D. VETERAN ADDRESS LINE TWO  |   |
| 6E. VETERAN ADDRESS CITY  |   | 6F. VETERAN ADDRESS STATE   | 6G. VETERAN ADDRESS ZIP CODE                      |
| 6H. VETERAN PHONE NUMBER (INCLUDE AREA CODE)  |   | 6I. VETERAN E-MAIL ADDRESS  |   |
| CERTIFICATION FOR SUBMISSION TO VA  |   |   |   |
| On receipt of "Notice of Value" or upon advice from the Department of Veterans Affairs that a "Notice of Value" will not be issued, we agree to forward to the appraiser the approved fee which we are holding for this purpose.  |   |   |   |
| 7A. SIGNATURE OF PERSON AUTHORIZING THIS REQUEST<br><br>RUBEN PORTUGUES   | 7B. PERSON AUTHORIZING REQUEST TITLE<br><br>FORECLOSURE SPECIALIST                        | 7C. APPRAISAL REQUEST DATE<br><br>10-04-2022                                  |   |
| VA USE ONLY: TO BE COMPLETED BY THE SYSTEM  |   |   |   |
| 7D. ASSIGNED APPRAISER NAME<br><br>MYRNA F HODGE  |   | 7E. ASSIGNED APPRAISER PHONE NUMBER (INCLUDE AREA CODE)<br><br>(832) 588-6672 |   |
| 7F. ASSIGNED APPRAISER E-MAIL ADDRESS<br><br>hodgeappraisals@gmail.com  |   | 7G. APPRAISER ASSIGNMENT DATE<br><br>10-04-2022                               |   |
| 7H. APPRAISAL ORDER DATE<br><br>10-04-2022  | 7I. APPRAISAL DUE DATE  | 7J. APPRAISAL FEE   |   |
| <b>WARNING:</b> Section 1010 of title 18, U.S.C. provides "Whoever for the purpose of ...influencing such Administration...makes, passes, utters or publishes any statement knowing the same to be false...shall be fined not more than \$5,000 or imprisoned not more than two years or both."   |   |   |   |
| <b>PRIVACY ACT NOTICE:</b> VA will not disclose information collected on this form to any source other than what has been authorized under the Privacy Act of 1974 or Title 38, Code of Federal Regulations 1.576 for routine uses (for example: Authorize release of information to Congress when requested on how many properties have been appraised under the VA Home Loan program) as identified in the VA system of records, 17VA26, Loan Guaranty Program Participant Records - VA, published in the Federal Register. Your obligation to respond is mandatory. Providing personal property information is mandatory as Applicants are required to provide this information under 38 U.S.C. 3702 (d).  |   |   |   |
| <b>RESPONDENT BURDEN:</b> We need this information to request an appraisal on the property for which VA guarantee of the loan is requested (38 U.S.C. 3710(b)). Title 38, United States Code, allows us to ask for this information. We estimate that you will need an average of 12 minutes to review the instructions, find the information, and complete this form. VA cannot conduct or sponsor a collection of information unless a valid OMB control number is displayed. You are not required to respond to a collection of information if this number is not displayed. Valid OMB control numbers can be located on the OMB Internet Page at <a href="http://www.reginfo.gov/public/do/PRAMain">www.reginfo.gov/public/do/PRAMain</a> . If desired, you can call 1-800-827-1000 and give your comments or ask for mailing information on where to send your comments. |   |   |   |

A-1, p.3

Subject: **Shea to Sammy**

Date: 10/10/2022 8:44:31 AM Central Standard Time

From: djs7500@aol.com

To: shooda@mlg-defaultlaw.com

Hello Sammy.

Please see the attached. It looks fishy. In section 4, who us POC for your client? Who is [ruben.portugues@clicknclose.com](mailto:ruben.portugues@clicknclose.com)? Why are there so many blanks?

Please call ASAP.

Dan Shea  
832 647-3612

EXA, P. B4



Subject: **RE: 20-03331 - 2003601651 - Daniel Shea**  
 Date: 10/12/2022 12:11:35 PM Central Standard Time  
 From: shooda@mlg-defaultlaw.com  
 To: djs7500@aol.com  
 Cc: mking@mlg-defaultlaw.com, ahudson@mlg-defaultlaw.com

Dan,

You have written permission to directly communicate with my client, Mid America Mortgage, and its successor and assigns, regarding your mortgage account associated with the Property locate at 1519 Droxford Drive, Houston, TX 77008.

Thank you.

Sammy Hooda

Managing Partner & General Counsel

**Marinosci Law Group, P.C.**

Wellington Centre

14643 Dallas Parkway, Suite 750 | Dallas, TX 75254

D: 972.331.2300 ext. 3002 | M: 214.213.0039 | F: 972.331.5240

[shooda@mlg-defaultlaw.com](mailto:shooda@mlg-defaultlaw.com)



Serving all of your Default needs in:

AR | CT | DE | FL | IL | IN | KS | MA | MO | MS | MT | ND | NH | OK | RI | SD | TN | TX | WI | WY

CONFIDENTIALITY NOTICE:

~~A.S.G.~~ A.B.

This communication, along with any documents, files or attachments, is intended only for the use of the addressee and may contain legally privileged and confidential information. If you are not the intended recipient, you are hereby notified that any dissemination, distribution or copying of any information contained in or attached to this communication is strictly prohibited. If you have received this message in error, please notify the

sender immediately and destroy the original communication and its attachments without reading, printing or saving in any manner. This communication does not form any contractual obligation on behalf of the sender or Marinosci Law Group, P.C. If this communication is concerning the collection of a debt, please be advised that Marinosci Law Group, P.C., is a debt collector attempting to collect a debt and any information obtained may be used for that purpose.

**From:** DanShea <[djs7500@aol.com](mailto:djs7500@aol.com)>  
**Sent:** Wednesday, October 12, 2022 11:49 AM  
**To:** Amanda Hudson <[ahudson@mlg-defaultlaw.com](mailto:ahudson@mlg-defaultlaw.com)>  
**Subject:** Re: 20-03331 - 2003601651 - Daniel Shea

Thank you, Amanda. Does thin cover the VA? Please advise via phone call to (832) 647-3612

Dan Shea

In a message dated 10/11/2022 11:15:06 AM Central Standard Time, [ahudson@mlg-default law.com](mailto:ahudson@mlg-default law.com) writes:

Hello Mr. Shea,

I have confirmed with our client that Myrna F. Hodge is the appraiser assigned to your property. I can be the point of contact if you have any questions or concerns.

Thank You,

Amanda Hudson

Foreclosure Specialist

**Marinosci & Baxter | Marinosci Law Group**

Wellington Center

14643 Dallas Parkway, Suite 750

Dallas, TX 75254

Main (972) 331-2300 ext 3012

[ahudson@mlg-defaultlaw.com](mailto:ahudson@mlg-defaultlaw.com)

A-6



Victory Appraisal Services  
15 N. Hutcheson St  
Houston, TX 77003  
(956) 802-5508

10/30/2018

Nicole Perez  
Barrett Daffin Frappier Turner Engel, LLP - 752308147/VA  
15000 SURVEYOR BLVD STE 100  
Addison, TX 75001

Re: Property: 1519 Droxford Dr  
Houston, TX 77008-3213  
Borrower: Shea Daniel  
File No.: LGI 62-62-6-1244119

Opinion of Value: \$ 660,000  
Effective Date: 10/26/2018

In accordance with your request, we have appraised the above referenced property. The report of that appraisal is attached.

The purpose of the appraisal is to develop an opinion of market value for the property described in this appraisal report, as improved, in unencumbered fee simple title of ownership.

This report is based on a physical analysis of the site and improvements, a locational analysis of the neighborhood and city, and an economic analysis of the market for properties such as the subject. The appraisal was developed and the report was prepared in accordance with the Uniform Standards of Professional Appraisal Practice.

The opinion of value reported above is as of the stated effective date and is contingent upon the certification and limiting conditions attached.

It has been a pleasure to assist you. Please do not hesitate to contact me or any of my staff if we can be of additional service to you.

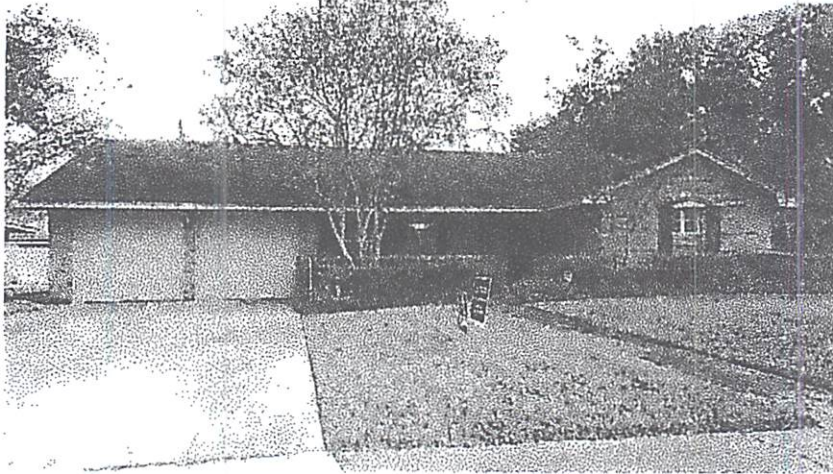
Sincerely,



Edgar A. Herrera  
License or Certification #: TX-1334716-R  
State: TX Expires: 03/31/2019  
victoryapp.services@yahoo.com

EXH "A-7"

**APPRAISAL OF REAL PROPERTY**



**LOCATED AT**

1519 Droxford Dr  
Houston, TX 77008-3213  
Lot 9, Block 1, Timbergrove Manor Sec 11

**FOR**

Barrett Daffin Frappier Turner Engel, LLP - 752308147/VA  
15000 SURVEYOR BLVD STE 100  
Addison, TX 75001

**OPINION OF VALUE**

660,000

**AS OF**

10/26/2018

**BY**

Edgar A. Herrera  
Victory Appraisal Services  
15 N. Hutcheson St  
Houston, TX 77003  
(956) 802-6508  
victoryapp.services@yahoo.com

*Edg. "A.S."*



Gary Marinosci is ONLY licensed to practice law in Massachusetts & Rhode Island

October 20, 2022

DANIEL SHEA  
djs7500@aol.com

RE: Payoff Request  
Our File No.: 20-03331  
Loan Number: 2003601651  
Borrower(s): Daniel Shea  
Property Address: 1519 Droxford Dr  
Houston, TX 77008

**WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. HOWEVER, IF YOU ARE A NON-OBLIGOR, IN BANKRUPTCY, OR HAVE BEEN DISCHARGED IN BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT OF COLLECT, ASSESS OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.**

This letter responds to your request for a payoff amount of the above delinquent loan.

Please be advised that this law firm represents Mid America Mortgage, Inc., (the "Lender"), current holder of that certain deed of trust/mortgage, encumbering that certain real property and improvements thereon located at 1519 Droxford Dr, Houston, TX 77008, which secures that certain promissory note (the "Note") executed by Daniel Shea.

Please be advised that the note is in default for breach of the conditions contained in the Loan Documents, including the failure to make monthly payments due under the Note.

As of 10/31/2022, the amount required to pay off your loan is **\$644,947.57**. However, if you are not prepared to tender the full payoff amount by that date, then the amount that you owe may increase because of additional interest and late charges, as well as legal fees and costs that are incurred as additional steps in the foreclosure process.

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of the debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice, this office will obtain verification of the debt and will mail you a copy of such verification. Upon receipt of your written request within this 30-day period, this office will provide you with the name and address of the original creditor, if different from the current creditor.

Furthermore, you are hereby notified of the law firm's intention to continue foreclosure proceedings against the Property, either through a court action for judicial foreclosure or under the power of sale contained within the Deed of Trust/Mortgage, for failure to pay the principal and interest due under the Promissory Note, payment of which is a condition to the Deed of Trust/Mortgage.

This payoff quote is good through 10/31/2022 (the "Good Through Date"). The payoff amount is itemized as follows:

"A-9"



| <u>Description</u>       | <u>Amount</u> |
|--------------------------|---------------|
| Unpaid Principal Balance | \$483,892.23  |
| Unpaid Interest          | \$83,453.57   |
| MIP / PMI                | \$56,982.36   |
| Corporate Advance        | \$10,488.83   |
| Late Charges             | \$7,602.70    |
| Total Fees               | \$841.00      |
| Attorney Fees            | \$1,445.00    |
| Attorney Costs           | \$241.88      |

**TOTAL PAYOFF GOOD THROUGH 10/31/2022, IS: \$644,947.57**

**PAYMENT INSTRUCTIONS.** Funds must be sent to the Mortgagee or the Mortgage Servicer by certified check or money order drawn on a United States bank and made payable to Mid America Mortgage. Escrow checks will not be accepted under any circumstances. Tendered payoff funds will be returned if any portion of the funds is in the form of a personal check. Please be advised that all default-related processes, including but not limited to the foreclosure sale, will continue until the total payoff funds are received in compliance with the terms of this letter.

**Made Payable to:**  
Mid America Mortgage

**Mail to:**  
Mid America Mortgage  
Attn: Payment Processing  
1200 E Campbell RD Suite 108  
Richardson, TX 75081

**PLEASE NOTE.** If there is a foreclosure sale date scheduled for the Property, this letter **DOES NOT** extend or change that foreclosure sale date. Therefore, if the Good Through Date for the payoff stated in this letter continues past the scheduled foreclosure sale date, the foreclosure sale will nonetheless occur unless the loan is reinstated or paid off **PRIOR TO** the foreclosure sale as required by applicable law.

You should verify the loan number, the name(s) of the Mortgagor(s), the property address, and the amounts due and owing to ensure that these items are correct. Should you have any questions regarding the above, please do not hesitate to contact this law firm at the telephone number listed in this letter.

Regards,

Amanda Hudson, Foreclosure Paralegal

CKB/ah  
Enclosures  
E-Mail

1 "A-10"

Our Case Number 20 03331-C-3

**NOTICE OF TRUSTEE'S SALE**

WILLIAMS on May 20, 2018 DANIEL SHI A, executed a Deed of Trust Security Instrument conveying to WILLIAM FARRAR, Jr Trustee, the Real Estate hereinafter described, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS), AS BENEFICIARY, AS NOMINEE FOR HANSHIP FINANCIAL GROUP, LLC, ITS SUCCESSORS AND ASSIGNS, in the payment of a debt therein described, said Deed of Trust Security Instrument being recorded under County Clerk Number 20150226807, in Book TR 069 77, at Page 592 in the (Book) OF TRUST OR REAL PROPERTY RECORDS OF HARRIS COUNTY, TEXAS and

WILLIAMS default has occurred in the payment of said indebtedness and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness.

WILLIAMS, the undersigned has been appointed Substitute Trustee in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust Security Instrument, and

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **TUESDAY, NOVEMBER 1, 2022** between ten o'clock AM and four o'clock PM and beginning not earlier than 10:00 AM or not later than three hours thereafter, I will sell said Real Estate at Bayou City Event Center 9401 Knight Road, Houston TX 77045 in HARRIS COUNTY, TEXAS to the highest bidder for cash. The sale will be conducted in the area of the Courthouse designated by the Commissioners' Court, of said county, pursuant to Section §51.002 of the Texas Property Code as amended, if no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this notice was posted.

Said Real Estate is described as follows: LOT NINE (9), IN BLOCK ONE (1), OF TIMBERGROVE MANOR, SECTION ELEVEN (11), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAN THEREOF RECORDED IN VOLUME 57, PAGE 69 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.


Property Address 1519 DROXFORD DR, HOUSTON, TX 77008  
Mortgage Servicer: MID AMERICA MORTGAGE  
Noteholder MID AMERICA MORTGAGE, INC.  
1200 E CAMPBELL ROAD, RICHARDSON, TX 75071

The Mortgage Servicer is authorized to represent the Noteholder by virtue of a servicing agreement with the Noteholder. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan

**ACTIVE MILITARY SERVICE NOTICE**

Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

WITNESS MY HAND this 6 day of Oct, 2022

  
\_\_\_\_\_  
Roy Crush, Erica Kallahaer, Jean Crush,  
Marmosei Law Group PC

Substitute Trustee Address:  
Marmosei Law Group, P.C  
14643 Dallas Parkway, Suite 750  
Dallas, Texas 75254  
(972) 331-2300

Blumberg No. 5208  
**EXHIBIT**  
*Shea MUI*  
*A-11*

TENESHIA HUDSPETH, COUNTY CLERK, HARRIS COUNTY, TEXAS

FRCL-2022-4908

FILED 10/6/2022 8:39:17 AM







**U.S. DEPARTMENT OF VETERANS AFFAIRS**  
**Regional Office, Denver -339**  
**Box 25126**  
**Denver, CO 80225**

September 05, 2022

2087161\_269\*\*\*\*\*SNGLP

DANIEL SHEA  
 1519 DROXFORD DR  
 HOUSTON, TX 77008-3213

T1 P0

In Reply Refer To:  
 62-62-6-1244119



Dear Sir/Madam:

The Department of Veterans Affairs (VA) understands that many homeowners are experiencing financial hardship due to the national COVID-19 emergency. Homeowners financially impacted by COVID-19 may contact their mortgage company and request a CARES Act forbearance. A forbearance doesn't forgive mortgage payments but allows a period of time during which the mortgage company doesn't expect mortgage payments and gives you time to recover from a hardship.

VA wants to ensure you are given every reasonable opportunity to make up any missed payments when your financial circumstances improve. Your mortgage company has the primary responsibility of servicing the loan, however, in cases where the servicer is unable to assist you, we encourage you to contact VA. All VA Loan Technicians specialize in assisting borrowers like yourself to ensure you understand your VA loan.

**What You Should Do**

*Mr. Assi aya*



If you have not done so already, you should contact MID AMERICA MORTGAGE INC at the number provided on your mortgage statement. It is important for you to discuss with your mortgage company your individual circumstances. If you have been impacted by the COVID-19 emergency, you can request a forbearance period(s) through your mortgage company under the Coronavirus Aid, Relief, and Security (CARES) Act. **If you have requested forbearance under the CARES Act and do not have any concerns, you may disregard this letter and there is no need to contact VA at this time.**

If you have not been adversely affected by the COVID-19 emergency and the reason you are unable to make payments is for another reason, you must be prepared to provide detailed information about your present income and monthly expenses and how these might change in the near future. Your mortgage company will work with you to keep you in your home whenever possible, but if you have been unable to make suitable arrangements with them, please feel free to call me at the number on the back of this letter.

**Home Retention Options and Alternatives to Foreclosure**

Some of the options available to you for making up missed payments are outlined on the last page of this letter. Please read them carefully. There are several options that can assist you and additional options if you will not be able to resume making payments in the future.







## ALTERNATIVES TO CONSIDER ON DELINQUENT LOANS

### REPAYMENT PLAN

Depending upon your financial circumstances, you may be able to set up a payment arrangement with your mortgage company. If your mortgage company agrees, this repayment plan will require you to submit additional funds with your regular mortgage payment each month.

### SPECIAL FORBEARANCE

*Ms Saline wants me to do this.*

Special forbearance is an agreement between you and the mortgage company to suspend or reduce payments for an agreed to period of time. This additional time can be used to catch up on past due payments, refinance, or sell your property. VA can work with you and your servicer to determine if forbearance is a good option.

### LOAN MODIFICATION

Your mortgage servicer has the ability to change the terms of your loan in an effort to bring your account up to date. These changes could include a change in your interest rate, adding the missed payments to the loan balance, and extending the amount of time required to pay your loan in full. VA cannot require your servicer to modify your loan, but we may be able to assist you with requesting the modification.

### SELLING YOUR HOME

If you cannot afford your home, you should consider selling it to protect your investment, your credit rating and your VA entitlement. There are two ways to sell your home. The buyer can get a loan to pay your loan in full or take over (assume) your loan. If the buyer wants to assume your loan, you must first obtain approval from the mortgage company.

### SHORT SALE

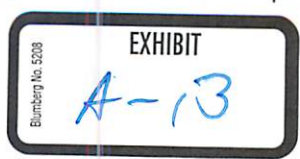
If you owe more than your house is worth, you may still be able to sell your house. This option is reviewed when you receive a purchase offer that will not result in a full payoff of your mortgage debt. This option is called a "short sale". Please call your mortgage company before you attempt to sell your home.

### VOLUNTARY TRANSFER OF TITLE (DEED-IN-LIEU OF FORECLOSURE)

If you cannot sell your home, VA or the mortgage company may consider accepting transfer of the property from you to the mortgage company to avoid foreclosure. The mortgage company must consider all other options and determine that they are not feasible before considering a deed-in-lieu of foreclosure.

### SCRA (SERVICEMEMBERS CIVIL RELIEF ACT)

Veteran borrowers may be able to request relief pursuant to the Servicemembers Civil Relief Act (SCRA). SCRA is intended to ease the economic and legal burdens on military personnel during their active service. In order to qualify for certain protections available under the Act, the borrower must request protection under the Act, and the loan must have originated prior to the current period of active military service. SCRA may provide for a lower interest rate or prevent foreclosure or eviction up to nine months from the period of military service.



DANIEL J. SHEA, P.C.  
1519 Droxford Drive, Houston, TX 77008-3213  
Telephone: (832) 647-3612 ♦ djs7500@aol.com

DANIEL J. SHEA, J.D.  
ALSO ADMITTED:  
IN MA AND NY

October 26, 2022

Mr. Ruben Portugues, POC  
Click 'N Close., Inc.  
f/k/a Mid America Mortgage, Inc.  
([ruben.portugues@clicknclose.com](mailto:ruben.portugues@clicknclose.com))

Mr. Samir Hooda  
Attorney for Mid-America  
([shooda@mlg-defaultlaw.com](mailto:shooda@mlg-defaultlaw.com))

Mr. Owen Taylor  
Veterans Administration  
([owen.taylor@va.gov](mailto:owen.taylor@va.gov))

RE: Loan No. 2003601651

Gentlemen:

I write per information provided to me today by Mr. Owen Taylor of the U.S. Department of Veterans Affairs with regard to a scheduled foreclosure on the above cited loan on my home at 1519 Droxford Drive, Houston, TX 77008. Mr. Taylor's strong recommendation to me is that I immediately and respectfully demand that, whichever of you is the note holder, accept this letter as my formal legal demand for the initiation of a "Mortgage Assistance Application." Mr. Taylor further advises me that initiation of this Application will stop the foreclosure scheduled for November 1, 2022. He also advises that you may not pre-judge the outcome of this Application. He may be contacted at (877) 827-3702 in Denver.

As an additional legal demand, I hereby represent that on or about October 10, 2022, I requested of Mr. Hooda, copies of the current loan balance as well as the reinstatement amount. That demand, from whichever of you is now in charge, is that you immediately comply with this request. It is past the 6-10 day response time for this particular matter. It is also an indication of bad faith.

Finally, please provide in writing to this email address that the foreclosure of November 1, has been withdrawn. Do not hesitate to contact me by telephone if you have any questions.

Very truly yours,

  
DANIEL J. SHEA





Subject: **RE: CNC\_MAM\_MortAsstApp Loan No. 2003601651**  
 Date: 10/27/2022 1:53:02 AM Central Standard Time  
 From: shooda@mlg-defaultlaw.com  
 To: djs7500@aol.com, ruben.portugues@clicknclose.com, owen.taylor@va.gov

Dan,

The reinstatement and payoff quotes were sent to you via email on October 20, 2022 – see below email. I have attached copies of both for your reference.

From: Amanda Hudson  
 Sent: Thursday, October 20, 2022 11:56 AM  
 To: `djs7500@aol.com` [djs7500@aol.com](mailto:djs7500@aol.com)  
 Subject: Reinstatement/Payoff Letter for Daniel Shea | 1519 Droxford Dr | File: 20-03331

Hello,

Please see the attached Reinstatement and Payoff Letter. Please note the Good Through Date of October 31, 2022. Please reach out if you have any questions.

Thank you,

Amanda Hudson  
 Foreclosure Specialist



Sammy Hooda  
 Managing Partner & General Counsel  
**Marinosci Law Group, P.C.**  
 Wellington Centre  
 14643 Dallas Parkway, Suite 750 | Dallas, TX 75254  
 D: 972.331.2300 ext. 3002 | M: 214.213.0039 | F: 972.331.5240  
[shooda@mlg-defaultlaw.com](mailto:shooda@mlg-defaultlaw.com)



Serving all of your Default needs in:

Directed Realty

October 28, 2022

Mr. Miguel NLN  
Click 'N Close., Inc.  
f/k/a Mid America Mortgage, Inc.  
([miguel.m@clicknclose.com](mailto:miguel.m@clicknclose.com); [customerservice@clicknclose.com](mailto:customerservice@clicknclose.com))

Mr. Samir Hooda  
Attorney for Mid-America  
([shooda@mlg-defaultlaw.com](mailto:shooda@mlg-defaultlaw.com))

RE: Loan No. 2003601651, Representative Tasia Anderson. #9905

Dear Mr. Miguel:

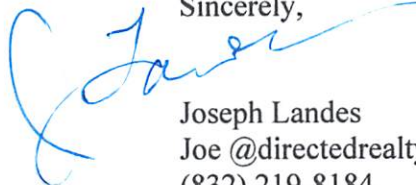
I write this letter at the direction of your "Representative," Tasia Anderson who, in a 3 way telephone call today with Mr. Daniel Shea, refused to get you on the telephone in that she, as a Representative of Click 'n Close would not accede to a request for time extension on a foreclosure for Mr. Shea. Also, she would not get you on the phone in spite of my repeated requests. Significantly, under clarification questions of Mr. Shea, Ms. Anderson admitted that she was acting as a "Representative" and that her "would nots" were not "could nots." Mr. Shea made it clear that she could not act as a corporate decision maker nor attorney. She also admitted she was not a lawyer. She stood on that position in spite of Mr. Shea's statement that she could not practice law.

The request was perfectly appropriate given the apparent failure of communication between Mr. Shea and Mr. Hooda, the latter who represents himself as an attorney for Mid-America Mortgage. On June 27, 2022, Mid America Mortgage, relinquished its corporate identity to Click 'n Close. Thus, the identity of the parties was ambiguous.

I tried to get a reset of a foreclosure of Mr. Shea's property in light of the fact that I have a buyer under circumstances favorable to him as well as Click 'n Close, Inc. As a Broker, I found Ms. Anderson to be unprofessional to the extent that she was arguing for a fight in spite of Mr. Shea's assurance that he and I were trying to resolve a legitimate problem without the necessity of litigation.

I informed her that like her company, I too was recording the conversation with Mr. Shea's permission.

Sincerely,



Joseph Landes  
Joe @directedrealty.com  
(832) 219-8184  
DOB 12/13/1980



DANIEL J. SHEA, P.C.  
1519 Droxford Drive, Houston, TX 77008-3213  
Telephone: (832) 647-3612 ♦ djs7500@aol.com

DANIEL J. SHEA, J.D.  
ALSO ADMITTED:  
IN MA AND NY

October 28, 2022

Mr. Ruben Portugues, POC  
Click 'N Close., Inc.  
f/k/a Mid America Mortgage, Inc.  
([ruben.portugues@clicknclose.com](mailto:ruben.portugues@clicknclose.com))  
Mr. Samir Hooda  
Attorney for Mid-America  
([shooda@mlg-defaultlaw.com](mailto:shooda@mlg-defaultlaw.com))

RE: Loan No. 2003601651

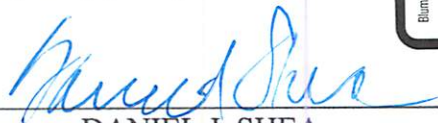
Dear Mr. Hooda

I write further to my letter to you and Messrs. Portugues and Taylor of October 26, 2022 and our telephone call on this date. I now have in hand the Payoff Letter on my loan, dated October 20, 2022, a copy of which is attached. The letter states, in pertinent part, "Unless [I] notify [your] office within 30 days after receiving this notice that [I] dispute the validity of the debt or any portion thereof, [your] office will assume this debt is valid. If [I] notify [your] office in writing within 30 days from receiving this notice, [your] office will obtain verification of the debt and will mail [me] a copy of such verification. Upon receipt of your written request within this **30-day period**, this office will provide you with the name and address of the original creditor, if different from the current creditor."

Consequently, this letter is my written notice to you in writing, as attorney for Click 'Close, Inc., f/k/a Mid America Mortgage, Inc. that I dispute the validity of the debt or any portion thereof and request that you provide me with the *verification* of the name and address of the original creditor under an affidavit that verifies the relevant information. According to the Texas Secretary of State, Mid America Mortgage, Inc. is no longer the legal note holder as of June 27, 2022 – a material fact that you did not disclose to me in your email to me of October 12, 2022.

Under the circumstances, I also demand that you cancel the foreclosure now scheduled for November 1, 2022.

Very truly yours,

  
DANIEL J. SHEA



P.2

7019 2970 0001 3562 2017

CAUSE NO. 202271126

RECEIPT NO. 981454  
\*\*\*\*\*

75.00 CTM  
TR # 74075223

PLAINTIFF: SHEA, DANIEL J  
vs.  
DEFENDANT: MID AMERICA MORTGAGE INC

In The 55th  
Judicial District Court  
of Harris County, Texas  
55TH DISTRICT COURT  
Houston, TX

CITATION (CERTIFIED)

THE STATE OF TEXAS  
County of Harris

TO: CLICK 'N CLOSE INC (SUCCESSOR TO MID-AMERICA MORTGAGE INC) CAN BE  
SERVED THROUGH ATTORNEY FOR CLICK 'N CLOSE INC (ACTING AS AGENT)

14643 DALLAS PARKWAY SUITE 750 DALLAS TX 75254 - 8884

Attached is a copy of EMERGENCY VERIFIED ORIGINAL PETITION FOR DECLARATORY AND INJUNCTIVE  
RELIEF TO DELAY OR SET ASIDE JUDICIAL FORECLOSURE

This instrument was filed on the 31st day of October, 2022, in the above cited cause number  
and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a  
written answer with the District Clerk who issued this citation by 10:00 a.m on the Monday  
next following the expiration of 20 days after you were served this citation and petition,  
a default judgment may be taken against you. In addition to filing a written answer with the  
clerk, you may be required to make initial disclosures to the other parties of this suit. These  
disclosures generally must be made no later than 30 days after you file your answer with the  
clerk. Find out more at TexasLawHelp.org.

TO OFFICER SERVING:

This citation was issued on 8th day of November, 2022, under my hand and  
seal of said Court.



*Marilyn Burgess*

MARILYN BURGESS, District Clerk  
Harris County, Texas  
201 Caroline, Houston, Texas 77002  
(P.O. Box 4651, Houston, Texas 77210)

Issued at request of:  
SHEA, DANIEL J.  
1519 DROXFORD DRIVE  
HOUSTON, TX 77008  
Tel: (832) 647-3612  
Bar No.: 18163850

Generated By: JACKSON, MONICA I8V//12148040

CLERK'S RETURN BY MAILING

Came to hand the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and executed by  
mailing to Defendant certified mail, return receipt requested, restricted delivery, a true  
copy of this citation together with an attached copy of  
EMERGENCY VERIFIED ORIGINAL PETITION FOR DECLARATORY AND INJUNCTIVE RELIEF TO DELAY OR SET  
ASIDE JUDICIAL FORECLOSURE  
to the following addressee at address:

\_\_\_\_\_  
\_\_\_\_\_  
(a) ADDRESSEE  
\_\_\_\_\_

ADDRESS

Service was executed in accordance with Rule 106  
(2) TRCP, upon the Defendant as evidenced by the  
return receipt incorporated herein and attached  
hereto at

on \_\_\_\_\_ day of \_\_\_\_\_,  
by U.S. Postal delivery to \_\_\_\_\_

This citation was not executed for the following  
reason: \_\_\_\_\_

MARILYN BURGESS, District Clerk  
Harris County, TEXAS

By \_\_\_\_\_, Deputy



7019 2970 0001 3562 2017

CAUSE NO. 202271126

RECEIPT NO. 981454

75.00 CTM

\*\*\*\*\*

TR # 74075223

PLAINTIFF: SHEA, DANIEL J  
vs.  
DEFENDANT: MID AMERICA MORTGAGE INC

In The 55th  
Judicial District Court  
of Harris County, Texas  
55TH DISTRICT COURT  
Houston, TX

CITATION (CERTIFIED)

THE STATE OF TEXAS  
County of Harris

TO: CLICK 'N CLOSE INC (SUCCESSOR TO MID-AMERICA MORTGAGE INC) CAN BE  
SERVED THROUGH ATTORNEY FOR CLICK 'N CLOSE INC (ACTING AS AGENT)

14643 DALLAS PARKWAY SUITE 750 DALLAS TX 75254 - 8884

Attached is a copy of EMERGENCY VERIFIED ORIGINAL PETITION FOR DECLARATORY AND INJUNCTIVE  
RELIEF TO DELAY OR SET ASIDE JUDICIAL FORECLOSURE

This instrument was filed on the 31st day of October, 2022, in the above cited cause number  
and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a  
written answer with the District Clerk who issued this citation by 10:00 a.m on the Monday  
next following the expiration of 20 days after you were served this citation and petition,  
a default judgment may be taken against you. In addition to filing a written answer with the  
clerk, you may be required to make initial disclosures to the other parties of this suit. These  
disclosures generally must be made no later than 30 days after you file your answer with the  
clerk. Find out more at TexasLawHelp.org.

TO OFFICER SERVING:

This citation was issued on 8th day of November, 2022, under my hand and  
seal of said Court.



*Marilyn Burgess*

MARILYN BURGESS, District Clerk  
Harris County, Texas  
201 Caroline, Houston, Texas 77002  
(P.O. Box 4651, Houston, Texas 77210)

Issued at request of:  
SHEA, DANIEL J.  
1519 DROXFORD DRIVE  
HOUSTON, TX 77008  
Tel: (832) 647-3612  
Bar No.: 18163850

Generated By: JACKSON, MONICA I8V//12148040

CLERK'S RETURN BY MAILING

Came to hand the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, and executed by  
mailing to Defendant certified mail, return receipt requested, restricted delivery, a true  
copy of this citation together with an attached copy of  
EMERGENCY VERIFIED ORIGINAL PETITION FOR DECLARATORY AND INJUNCTIVE RELIEF TO DELAY OR SET  
ASIDE JUDICIAL FORECLOSURE  
to the following addressee at address:

\_\_\_\_\_  
  
\_\_\_\_\_  
(a) ADDRESSEE  
  
\_\_\_\_\_

ADDRESS

Service was executed in accordance with Rule 106  
(2) TRCP, upon the Defendant as evidenced by the  
return receipt incorporated herein and attached  
hereto at

on \_\_\_\_\_ day of \_\_\_\_\_,  
by U.S. Postal delivery to \_\_\_\_\_

This citation was not executed for the following  
reason: \_\_\_\_\_

MARILYN BURGESS, District Clerk  
Harris County, TEXAS

By \_\_\_\_\_, Deputy