

CAUSE NO. _____

DIANE LOPEZ
v.
THE BANK OF NEW YORK MELLON

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IN THE DISTRICT COURT OF
HARRIS COUNTY, TEXAS
_____ JUDICIAL DISTRICT

AFFIDAVIT OF DIANE LOPEZ

STATE OF TEXAS
COUNTY OF HARRIS

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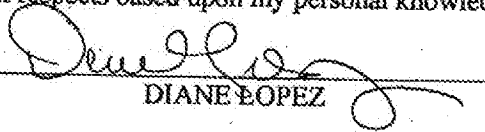
KNOW ALL MEN BY THESE PRESENTS

BEFORE ME, the undersigned authority, on this day personally appeared Diane Lopez who, after being duly sworn, deposes and says:

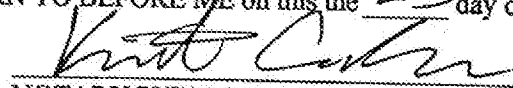
1. "My name is Diane Lopez, I am the Plaintiff in the above-captioned lawsuit. I have read the Original Petition, Application for Injunctive Relief, and Request for Disclosures to which this Affidavit relates and offer this Affidavit in support of the statements and arguments asserted therein.
2. The subject matter of this lawsuit is the real property and the improvements thereon located at 1011 Klamath Lane, Houston, TX 77090 (the "Property").
3. My husband and I purchased the Property on or about December 15, 2006. During the process of purchasing the Property, Lopez executed a Note in the amount of \$190,750.00 as well as a Deed of Trust in which Countrywide Home Loans, Inc. is listed as the Lender.
4. Upon information and belief, the Note and related Deed of Trust were subsequently transferred to The Bank of New York Mellon ("BONY") for which Specialized Loan Servicing, LLC acts as the loan servicer.
5. Due to the COVID-19 pandemic, I contacted Defendant to accept the forbearance plan I was offered. Defendant's representative assured me that after the forbearance period ended, they would attach the arrearages to the end of the note and extend the loan out by the number of months in the forbearance.
6. Once the forbearance period had ended, I contacted Defendant to make sure that the arrearages would be moved to the back of the loan as had been previously promised. However, I was then told that this was not an automatic change and that I would have to fill out a loan modification application.

7. Defendant then denied my modification application with the only reason given was that my arrearages were too much to be put at the back end of the note and that they needed to be paid in one-lump sum or that BONY would initiate the foreclosure process, and then proceeded to post the Property for foreclosure sale.
8. I then received various notices telling me that I was in default and that they would be foreclosing on my home. I tried to reach out to BONY but they refused to work with me.
9. Accordingly, I am alleging that BONY is about to wrongfully sell my Property at a foreclosure sale on March 1, 2022 after fraudulently inducing me into a forbearance plan with the intent to eventually foreclose on me.
10. The latest foreclosure posting has severely affected my personal and professional life. I have trouble sleeping and focusing on simple tasks. My anxiety level as reached a level I have never experienced in my life and my stress level has negatively impacted both my business and my family life.

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.


DIANE LOPEZ

SUBSCRIBED AND SWORN TO BEFORE ME on this the 23 day of February 2022.


NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My commission expires: 10/20/2024

