

GENERAL AFFIDAVIT

State of Texas §  
County of Harris §

BEFORE ME, the undersigned Notary, Kevin Bierwirth on this 2nd day of October 2022 personally appeared Markayla Lewis, known to me to be a credible person of lawful age, who being by me first duly sworn, on his oath, deposes and says:

1. I am of sound mind and capable of making this affidavit. I have personal knowledge of the facts stated below. I am the heir of my mother's estate, the Estate of Georgia Lewis. I understand that I can be held criminally responsible if I lie in this statement. This statement is true.
2. The October 4, 2022, scheduled substitute trustee sale of the Property (the "Substitute Trustee Sale") is unlawful; because the Defendant breached the Deed of Trust (DOT), by refusing to give the Plaintiff an accurate, itemized, payoff statement to pay off the Note; additionally, the 736 Order, required to foreclose on a Reverse Mortgage is automatically stayed upon the filing of this Petition.

Factual Background

**The Property**

8. The Plaintiff is the owner of 12107 Redfern Drive, Houston, Texas 77048 ("Homestead" or "Property" or "real property"). The Plaintiff resides at this address, which is her homestead and the homestead of the Estate of Georgia Lewis.

**The Deed of Trust**

3. October 7, 2009, Georgia Lewis closed on a Reverse Mortgage for \$123,450, securing the Reverse Mortgage by a Deed of Trust ("DOT"). See Exhibit A
4. The Defendant's Reverse Mortgage is a lien created under Texas Constitution, Article XVI, §50a(7). See Exhibit B
10. The original mortgagee is Metlife Home Loans, a Division of MetLife Bank, N.A.
11. Robert K Fowler is the original Trustee.
12. The current mortgagee is MORTGAGE ASSETS MANAGEMENT, LLC.
13. The current loan servicer is PHH Mortgage Corporation.
14. Attorneys of the Mackie Wolf Zientz & Mann, P.C. are designated as the purported Current Trustee.
15. Recently, the purported substitute trustee filed a notice of the Substitute Trustee Sale with the County Clerk of HARRIS County.
16. According to a recent Broker's Price Opinion (BPO), the current market value of the property is \$150,000.
17. The monthly payment is \$673.
18. The approximate payoff is \$85,000.
19. The Plaintiff has approximately \$65,000 of equity in the Property.

GENERAL AFFIDAVIT continued

- 20. The Plaintiff has a buyer under contract, ready, willing, and able to close within 30 days. See Exhibit C
- 21. The Plaintiff, nor her father, have never applied for a TRO or filed bankruptcy to stop a foreclosure.
- 22. Monday, September 26, 2022, the Plaintiff informed the loan servicer that the Plaintiff has a buyer ready, willing, and able to purchase the Property and close in October 2022, and requested an accurate, itemized, payoff statement to pay off the Note.
- 23. Since Plaintiff has requested a payoff statement and tendered paying the Note in full, the Defendant nor the loan servicer have sent the Plaintiff a payoff statement.
- 24. If the October 4, 2022 substitute trustee sale transpires, the Plaintiff stands to suffer irreparable harm, because the Plaintiff will lose title to her homestead and \$65,000, of equity in the Property.

TRCP 736 Order

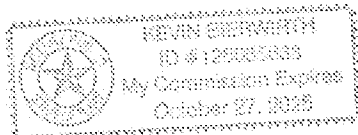
- 25. In order to foreclose under a lien created under Texas Constitution, Article XVI, §50a(7), such as the Defendant's Reverse Mortgage, the Defendant must obtain a court order, and the Texas Legislature prescribed Texas Rules of Civil Procedure (TRCP), Rule 736 Orders for this purpose. See Exhibit D
- 26. August 22, 2022, the Defendant obtained a 736 Order. See Exhibit E
- 27. Under TRCP 736.11, entitled "Automatic Stay and Dismissal, If Independent Suit Filed," a Rule 736 Order to foreclose is automatically stayed upon the borrower filing an independent original petition in a court of competent jurisdiction that puts in issue any matter related to the origination, servicing, or enforcement of the loan agreement, contract, or lien sought to be foreclosed prior to 5:00 p.m. on the Monday before the scheduled foreclosure sale. See Exhibit F
- 28. The alleged breach of the DOT, as stated above, relates to the enforcement of Defendant's Reverse Mortgage. Therefore, the Rule 736 Order is automatically stayed.

*ML*

Markayla Lewis  
12107 Redfern Drive  
Houston, Texas 77048

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Sworn to and subscribed before me on the 2 day of ~~September~~ <sup>October</sup> 2022, by Markayla Lewis.



*[Signature]*  
Notary Public, State of Texas  
My Commission Expires: \_\_\_\_\_