

p. 14



2023-34281
11th court

Jamie Phelan <kingwoodkastles@gmail.com>

TRO granted, Stop Sale of 3906 Wildwood Valley Ct. Kingwood, Texas 77339

2 messages

Jamie Phelan <kingwoodkastles@gmail.com>

Mon, Jun 5, 2023 at 1:38 PM

To: Omar Reynosa <oreynosa@ghidottiberger.com>, "Deepta (Ghidotti-Berger Law Firm Amy)" <Deeptahiremath@gmail.com>

Here is a copy of the TRO granted on Friday. I will also be faxing a copy to your office. Also faxing a copy to King Peak, LLC. You must stop the sale immediately and appear in court on the 15th for the TI hearing.

Jamie Phelan
(281) 224-1324

 Marilyn Burgess.pdf
4399K

Omar Reynosa <oreynosa@ghidottiberger.com>

Mon, Jun 5, 2023 at 2:04 PM

To: Jamie Phelan <kingwoodkastles@gmail.com>, "Deepta (Ghidotti-Berger Law Firm Amy)" <Deeptahiremath@gmail.com>

Hello,

Per our phone conversation your email has been received and forwarded to our legal department for review.

Thank you!

Omar Reynosa

Foreclosure Assistant

GhidottiBerger

Email: oreynosa@ghidottiberger.com

Tel: 949.427.2010 EXT 1035

Fax: 949.427.2732



[Quoted text hidden]

Jamie Phelan
(281) 224-1324

JAMIE PHELAN,

Plaintiff,

2023 34281

No.

FILED

Marilyn Burgess
District Clerk

JUN 2-
2023

Time

Harris County, Texas

By.

§

IN THE DISTRICT
COURT

§

§

OF HARRIS COUNTY, TEXAS

KING PEAK, LLC and its assigns and or
successors §

in Interest

Defendant.

1

1.

JUDICIAL COURT

PLAINTIFF'S ORIGINAL PETITION & APPLICATION FOR

TEMPORARY RESTRAINING ORDER

Plaintiff, **Jamie** Phelan, files this original petition and application for temporary
restraining order against defendant, King Peak LLC, and alleges as follows:

DISCOVERY-CONTROL PLAN

1. Plaintiff intends to conduct discovery under Level (2/3) of Texas Rule of Civil Procedure {190.3/190.4} and affirmatively pleads that this suit is not governed by the expedited-actions process in Texas Rule of Civil Procedure 169 because she seeks injunctive relief.

CLAIM FOR RELIEF

2. Plaintiff seeks injunctive, non monetary relief and monetary relief within the jurisdictional limits of the court

PARTIES AND SERVICE OF CITATION

3. JAMIE PHELAN, hereinafter referred to as "Plaintiff," may be served with citation at 3106 Little Bear Drive, Kingwood, Texas 77339.
4. KING PEAK LLC, its assigns and/or successors in interest hereinafter referred to as "Defendant," is a mortgage holder of the property, in question located at 3906 Wildwood Valley Court, Kingwood, Texas 77345. Defendant may be served through its attorney Ghidotti Berger, 9720 Coit Road, Ste 220-228, Plano, Texas 75025.

JURISDICTION AND VENUE

5. The Court has jurisdiction over Defendant because Defendant has done business in the State of Texas, including originating, servicing, and or owning loans, which necessarily involves contracting with Texas Residents or Texas Entities by mail or otherwise when at least one of the parties is to perform the contract in Texas. Further, Defendant's conduct, giving rise to the causes of action set forth herein, occurred in whole or in part in Texas
6. The damages sought in this action are within the jurisdictional limits of the court.

FACTS

7. Plaintiff owns property located at 3906 Wildwood Valley Court, Kingwood, Texas 77345 ("Property").
8. The Property is occupied by tenants of the Plaintiff.

9. Irreparable injury to real property" under Tex. R. Civ. P.
680

9a) No notice given to senior lien holders and low opening bid at sale. Statement of events of events:

There is a potential title issue under Texas law as to whether or not a junior lien holder is required to notify the senior lender of the intent to foreclose. And as to the minimum opening bid in such a case, should it be set above the 1st position note.

The law is clear in regards to the senior lender, absent a contractual agreement to the contrary by the senior lienholder, a senior lienholder has no obligation to notify junior lienholders of a pending foreclosure sale; but as such, a junior lienholder's obligation is not as clear.

The junior lien holder for untold reasons should indeed notify the senior lien holder of their intention to foreclose on the property, but are they under any legal obligation to do so? This matter in this case is in question. Since the opening bid on this property was set at \$30,000 far short of the obligation on the first note which is just shy of \$225,000. The question of malicious intent by King Peak, LLC is brought up. The attorney's representative Omar stated that his client was under no obligation to notify the senior lien holder of the sale and they had no intention to do so. That this would all be settled after closing. Most likely some legal action would have to be filed or title insurance policy paid for PHH to be made whole on their \$225,000 note. The loan has been modified to a low fixed rate in the 4's and I was in extremely good standing on the loan. completely up to date on my payments (both loans for that matter were in good standing with no missed payments at the time she purchased the note). The only missed payments on the 1st were offered to me by the bank PHH During COVID and I took advantage of the wonderful modification program available at the time. I will probably never be able to get any rate even close to that on any future loans.

When I notified the senior lien holder PHH mortgage of the looming foreclosure, they stated that the junior holder was indeed obliged to notify them in this case prior to the foreclosure sale. The question remains under the circumstances and conduct from King Peak, LLC were they acting in a malicious manner. Especially since they clearly and intentionally failed to follow the law which clearly states at least 21 days notice must be given to cure when served a Notice of Default and Intent to Accelerate. Because of this and her absolute refusal to talk or engage in any dialogue other than demanding full payoff on a note she provided no proof as to where she even got these numbers. Furthermore since the opening bid on this property is set at only \$30,000 from King Peak LLC the senior lien holder PHH mortgage would very likely not be

made whole at closing. And the likelihood of any substantial monetary gain to King Peak, LLC by foreclosing is extremely slim. The tax value of the home is only \$265,000. When you combine this with the overall conduct by King Peak thus far there is a clear pattern of malicious intent

At the time I notified PHH last month of the foreclosure less than 21 days prior to the sale date, they indeed had absolutely no clue of such action. They were also unaware that their note had never been recorded. So there is no public record of their loan. When I informed them of the oversight, they immediately took action to rectify it.

All said it is highly unlikely that King Peak, LLC would gain monetarily by foreclosing on this property and they are simply trying to squeeze out a quick return on the very recent purchase of the note in September 2022. In September I was up to date on the note and had made consistent on-time payments since my COVID deferment ended 11 months earlier. This foreclosure is an attempt to intimidate me into paying off the note in full at almost \$20,000 more than my records show. They have refused to stop the sale for anything less than full payment of the unverified amount of over \$58,000. I have received 2 documents from them:

- 1) "The notice default and intent to accelerate". mailing date the 16th of December 2022. But it was not mailed out until the 19th and didn't arrive in my mailbox until 3 days after Christmas on the 28th of December 2022. I was given until the 30th to pay almost \$10,000 more than I owed on. I had a total of 18 months missing payments due to a COVID sanctioned deferment at \$355 a month I owed \$6390. Not almost \$16,000. The old lender FCI and I were in the process of modifying the note and I have written correspondence from them of intent to modify but what was holding up the modification was the uncertainty of the actual amount owed. The agreement was to actually wave those 18 months missed payments on as part of the modification and reduce the interest rate to the high 4's or low 5's I had several options to choose from as to the exact rate. The only missed payments on this loan were those 18 months. This note has changed hands approximately a dozen times or more since I bought the home in 2007. This second was the 20% lein of the 80/20 program, it has a very high interest rate of 9.9%. These loans were always held by the same lender. These 2nds were intended to be very temporary, just as soon as the home acquired enough equity it would get rolled into the main loan at the original loan's interest rate which was in the 5's. there were no additional qualifications to meet and no closing cost. But that was right around the time when GMAC, the original note holder of both loans, filed for bankruptcy and as a consequence of this the 2nd was sold off and was now a

"[A]n action for accounting may be a suit in equity, or it may be a particular remedy sought *in* conjunction with another cause of action." Wigginton v. Bank of New York Mellon, No. 3:10-CV-2128-G, 2011 WL 2669071, at *4 (N.D. Tex. July 7, 2011) (citing Michael v. Dyke, 41 S.W.3d 746, 754 (Tex. App. -Corpus Christi 2001, no pet.)).

Over the past few years, numerous banks, lenders, and servicers have entered into consent judgments or decrees with the United States and/or the attorneys general of various states, including Texas. See JPMorgan Chase Bank, N.A. v. Shatteen, No. 4:12-CV-579, 2013 WL 607837, at *1 (E.D. Tex. Feb. 19, 2013); Daniels v. JPMorgan Chase, N.A., No. 4:11-CV-616, 2011 WL 7040036, at *1 (E.D. Tex. Dec. 14, 2011). In general, the consent judgments provide the details of the services' financial obligations under the agreements, which include payments to foreclosed borrowers and new standards the servicers will be required to implement regarding loan servicing and foreclosure practices.

Plaintiff contends that the defendants violate the consent judgments or decrees by, among *other* things not presenting all loss mitigation to her before acceleration. 3:10-CV-2128-G, 2011 WL 2669071, (N.D. Tex. July 7, 2011) (citing Michael v. Dyke, 41 S.W.3d 746, 754 (Tex. App.-Corpus Christi 2001, *no pet.*)). The trial court has dis-ordered them before acceleration. *not* creation to order an accounting, but should do so responding to their applications for loan modification only when "the facts and accounts in issue are so complex that adequate relief cannot be obtained under the federal Home Affordable Modification Program, or simultaneously pursued at law." Wigginton, 2011 WL 2669071 Reynolds v. Bank of America, N.A., No. 3:12-Antonio 1994, writ denied; I.E. W. Management- CV-1420, 2013 WL 1904090, at *10 (N.D. Tex. May 8, 2013) Shatten 2013 WL 607837 Daniels, 2011 WL 7040036

9c) Failed to provide notice as new mortgage servicer within 30 days of transfer

Borrower has the right to pursue statutory damages up to twice the amount of any

finance charge in connection with the transaction. 15 U.S.C. § 1640(a) section 1641 (g) requires that "not later than 30 days after the date on which a mortgage loan is sold or otherwise transferred or assigned to a third party, the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer and provide certain disclosures. 15 U.S.C.

§ 1641(g) (1): see also *Martinez-Bey*, 2013 WL 3054000, at *6; *Sigaran v. U.S. Bank National Ass'n.* No. H-12-3588. 2013 WL 2368336, at *8 (S.D. Tex. May 29, 2013).

gage Services, 707 F.3d 255, 261 (3d Cir. 2013) (holding that borrower timely asserted his right to rescission by validly notifying creditor of intent to rescind), and *Gilbert v. Residential Funding LLC*, 678 F.3d 271, 277 (4th Cir. 2012) (same).

The Eighth Circuit has held that a borrower must file suit on a TILA rescission claim before the property is foreclosed. *Hartman v. Smith*, 734 F.3d 752, 760 (8th Cir.

2013). However, in *Jesinoski v. Countrywide Home Loans, Inc.*, 135 S. Ct. 790 (2015), the Supreme Court held that a borrower exercising his right to rescind under TILA need only provide written notice to his lender within the three-year period, not file suit within that period. I absolutely will follow through on this promise.

9d) Failed to reply to my written request for information with a Qualified Written Request

RESPA defines a "qualified written request" as "a written correspondence" that " (i) includes, or otherwise enables the servicer to identify, the name and account of the borrower; and (11) Includes a statement of the reasons for the belief of the borrower, to the extent applicable, that the account is in error or provides sufficient detail to the servicer regarding other information sought by the borrower." 12 U.S.C. § 2605(e)(1)(B). The qualified written request must relate to the "servicing" of the loan which is defined as "receiving any scheduled periodic payments From a borrower" and "making the payments. Not responding to my request is a clear violation of this code

9e) Recovery of Damages under
RESPA

To recover damages under RESPA § 2605(e), a borrower must show that he made a qualified written request to a loan servicer and that he suffered actual damages as a result of the defendant's failure to comply with RESPA in responding to the qualified written request. U.S.C. § 2605(1)(1)(A) ("Whoever fails to comply with any provision of this section shall be liable to the borrower for ... any actual damages to the borrower as a result of the failure...."); see also *Kareem v. American Home Mortgage Servicing, Inc.*, 479 F. App'x 619, 620 (Sth Cir. 2012) (per curiam); *Holliday*

v Bank of America. N.A., No. SA-11-CV-1133
2013 WL 1704905. at *6 (S.D. Tex. Apr.
19.

2013); Collier v. Wells Fargo Home Mortgage. No. 7:04 CV-086-K, 2006 WL 1464170, at *3
(N.D. Tex. May 26, 2006).

9f) Violation of Fair Debt Collection Practices Act

The purpose of the Fair Debt Collection Practices Act (FDCPA) is to "eliminate abusive debt collection practices by debt collectors, to ensure that those debt collectors who refrain from using abusive debt collection practices are not complying with this law.

10. Defendant should not be allowed to Accelerate foreclosure on the Plaintiff's Property without giving 21-day minimum notice period. Plaintiff received the Demand Letter and Intention to Accelerate Notice Only 11 days before acceleration. Further, the payoff amount of debt is incorrect with two years of missing payment records and an incorrect amortization table and no payment schedule has been provided.

11. Plaintiff is in the process of selling or refinancing the loan, but this issue is preventing the transaction from closing before June 6, 2023

12. Plaintiff has different records of payoff amount than Defendant and has made multiple requests for supporting documentation to support Defendant's payoff discrepancy.

13. Plaintiff has also made a complaint to Consumer Financial Protection Bureau (CFPB):
Case no

230308-10 5 4 3 4 8.7

10543487

14. Plaintiff has no other adequate remedy at law, but to seek the equitable relief requested herein.

BREACH OF CONTRACT

15. To establish standing in a breach of contract action, Plaintiff must show either privity or third-party beneficiary status. *Brown v. Mesa Distribs.*, 414 S.W. 3d 279,284 (Tex. App. - Houston [1st Dist.] 2013, no pet.) One consideration in determining whether breach is material is the extent to which the nonbreaching party will be deprived of benefit that it could have reasonably anticipated from full performance. *E. Friedman & Assocs. V. ABC Hotel & Rest. Supply, Inc.*, 412 S.W. 3d 561, 565 (Tex. App. Amarillo 2013, no pet.) Elements of breach of contract are: (1) existence of a valid contract between Plaintiff and Defendant; (2) Plaintiff performed or tendered performance under contract; (3) Defendant breached contract; and (4)

Plaintiff was damages as a result of breach. *Holloway v. Dekkers*, 380 S. W. 3d 315, 324 (Tex. App. - Harris 2012, no pet.); *Hunn v. Dan Wilson Homes, Inc.*, 789 F. 3d 573, 579 (5th Cir. 2015)

16. Notice of Acceleration was not given to Plaintiff within minimum standard legal notice requirement time period. Thus, proper acceleration of the loan did not take place. As such, Defendant cannot seek foreclosure of the property, and must be stopped from selling it at the June 6, 2023 foreclosure sale.

DECLARATORY JUDGMENT: Failure to Properly Send Notice of Foreclosure

17. Defendant has failed to properly notify the Plaintiff of the default, so Defendant does not have standing to seek foreclosure of the Property on June 6, 2023.

18. Pursuant to Chapter 37 of the Tex. Civ. Prac. & Rem. Code (and if necessary, the Federal Declaratory Judgment Act), Plaintiff respectfully requests that this Court issue a declaratory judgment specifying Plaintiff's and Defendant's rights in connection with the Deed of Trust.

19. Specifically, the Plaintiff seeks a determination from this court as to whether Defendant followed the proper procedure pursuant to the Deed of Trust, the Texas Property Code and the Texas Rules of Civil Procedure. Plaintiff seeks a declaration to determine if the Defendant has the authority to foreclose and remove the Plaintiff from the Property. Plaintiff is a proper party to seek a declaratory judgment to resolve these issues and the Court is vested with the power to declare and adjudicate the rights and other legal relationships of the parties to this action.

20. Thus, Plaintiff seeks a declaration that Defendants do not have the power of sale as to the Plaintiff for the June 6, 2023 foreclosure for failure to properly send a Notice of Foreclosure.

TEMPORARY RESTRAINING ORDER AND INJUNCTION

21. The Plaintiff has and will continue to be damaged and injured by Defendant's conduct in as much as he has had to incur attorney's fees and costs to defend against the wrongful foreclosure of his property and will lose the Property that was purchased in 2007.

22. The Plaintiff requires a Temporary Restraining Order, or any other injunctive relief the Court deems necessary, requiring Defendant, or any person or entity acting in concert with them, including but not limited to its attorneys, agents, servants, servicers, trustees, employees, successors, heirs and assigns, to desist and refrain from:

a. Proceeding with the scheduled foreclosure sale of Plaintiff's property;

b. Entering and taking possession of the property or otherwise interfering with Plaintiff's right to the quiet

separate note at a very high interest rate and with rates rising and our financial position at the time, we were unable to qualify to refinance both loans into one as was originally planned. It has been an unending cycle of frequently changing lenders most often with inaccurate information from the old lender ever since. Thus the confusion about the true payoff on the note.

- 2) The second and only other correspondence I received was right under the deadline of 21 days prior to the sale date "The notice of foreclosure sale".

Please be aware I was literally given no other documents:

Not an introduction letter: i. e. Hi I'm your new lender. Here's where to submit your payments. No payment statement.

Absolutely no communication between her or her attorney as to where she came up with these numbers or dates of missing payments which are completely inaccurate. I have the statements to prove it. No payment history. Zero paperwork but the two above mentioned documents.

In addition, all of my phone calls have lasted less than 20 seconds with one of 2 responses either "you call old lender for payment information" and a rude Hangup.

Or "you call an attorney for that". My response: But it was the attorney who told me to call you for this information. "Doesn't matter, I have an attorney you call attorney" and again the immediate hang up.

All written requests have gone unanswered as well.

As a result I have now been forced to sell my property to avoid a foreclosure.

She has refused to accept anything less than her stated amount of over \$58,000 period, not even the P and S was acceptable when there was just not enough time to get a payoff statement and clear title. Her direct refusal to provide a recent payoff statement has been an ongoing issue.

Since I have already paid almost \$50,000 on this note that was originally \$40,000 and *my* records indicate I still owe just under \$38,000. not almost \$55,000 as she has started with absolutely no paperwork to back up her claim. and absolutely no dialogue. My only option has been to sell

my property and take a huge loss in equity to avoid a foreclosure on my record; see attached P and S.

See sections 64.091 and 64.092 of the Texas Civil Practice and Remedies Code. See Tex. Civ. Prac. & Rem. Code §§ 64.091, 64.092; see generally *Jones v. Colle*, 727 S. W.2d 262 (Tex. 1987) Harper 925 S.W.2d 649 (Tex. 1996).

Upon the sale of a receivership asset, a superior lien is entitled to be paid in full before receivership fees are paid, unless the lienholder asked for or consented to the receivership.

Chase Manhattan Bank v. Bowles, 52 S.W.3d 871 (Tex.App. -Waco 2001, no pet.). Any objections to receivership fees and expenses must be made in the trial court to preserve an objection on appeal. *Jocson v. Crabb*, 133 S. W.3d 268 (Tex. 2004).

If there appears to be no equity in the receivership encumbered property, the mortgagee should consider vacating the receivership. *Couch Mortgage Co. v. Roberts*, 544 S.W.2d 944 (Tex. Civ. App. -Houston [1st Dist.] 1976, writ dismissed). Generally, borrowers use the "irreparable injury to real property" under Tex. R. Civ. P. 680 as grounds for a temporary restraining order.

A person seeking a temporary restraining order must verify the petition by affidavit and present a plan and intelligible statement of the grounds for relief. Tex. R. Civ. P. 682; *Atkinson v. Arnold*, 893 S.W.2d 294, 297 (Tex. App. -Texarkana 1995); *Ex parte Rodriguez*, 568 S.W.2d 374 (Tex. Civ. App. -Fort Worth 1978, no writ).

If there appears to be no equity in the receivership encumbered property, the mortgagee should consider vacating the receivership. *Couch Mortgage Co. v. Roberts*, 544 S.W.2d 944 (Tex. Civ. App. -Houston [1st Dist.] 1976, writ dismissed); *Best Investment Co. v. Whirley*, 536 S. W.2d 578 (Tex. Civ. App. -Dallas 1976, no writ); *King Land & Cattle Corp. v. Fikes*, 414 S.W.2d 521 (Tex. Civ. App. -Fort Worth 1967, writ refused n.r.).

9b)Accounting

Violation

The amount claimed due on their loan is incorrect and that King Peak, LLC should account for the arrearage because, among other things, I was not credited for payments sent, payments were misapplied, amortization tables were wrong.

Plaintiff is seeking an order for an accounting of all transactions on this loan with the defendant to determine whether the payment obligations on the promissory note have been satisfied

enjoyment and use of the property:

c. Proceeding with or attempting to evict anyone from the property;

d. Attempting to purchase, transfer, assign or collect on the mortgage; and

e. Charging Plaintiff's account for attorney's fees in connection with this action

23. Plaintiff's application is authorized by Tex. Civ. Prac. & Rem. Code § 65.011 because the Plaintiff have alleged a cause of action against the Defendant, and as indicated in this petition, the Plaintiff have shown a probable right of recovery and likelihood of success on the merits, the Plaintiff will suffer imminent, irreparable harm without Court intervention, and there is no adequate remedy at law.

24. Plaintiff has a probable right to relief because Defendant failed to meet one or more of the conditions precedent to foreclose. As a direct and proximate result of the Defendant's wrongful actions as alleged, the Plaintiff has suffered and will continue to suffer imminent injury that will be irreparable and for which no remedy at law exists without the protections of a temporary restraining order and injunctive relief. There is no necessity for a bond to facilitate the injunctive relief requested. A minimal amount is requested.

PRAYER

For these reasons, plaintiff asks that defendant be cited to appear and answer and, on final trial, that plaintiff be awarded a judgment against defendant for the following:

a. Declaring that Defendant cannot proceed with foreclosure of the Plaintiff's home scheduled for June 6 2023;

b. A temporary restraining order, and upon hearing, a preliminary injunction for the relief

requested above;

c. Upon final trial, judgment against the Defendant for full permanent injunctive relief, and for

the full amount of Plaintiff's actual damages as found by the trier of fact as consequence of the Defendant's conduct;

d. Prejudgment interest as provided by law;

e. Post-judgement interest as provided by law;

f. The Plaintiff's reasonable and necessary attorney's fees in prosecuting its claim(s) through

trial and, if necessary, through

appeal;

g. All costs of suit; and

h. Such other and further relief, at law or in equity, to which the Plaintiff may show itself

justly
entitled

Respectfully
Submitted:

Jame m.
Phelan

Jamie Phelan

3106 Little Bear Drive

Kingwood, Texas
77339

281-224-1324

kingwoodkastles@ma
il.com

Plaintiff

Defendants address:

Deepta Hiremath

% King Peak, LLC

P.O. Box 594

Horsham,
PA

19044

Unsworn Declaration under Penalty of Perjury

My name is Jamie Marla Phelan,

I was born in Santa Monica California on September 6, 1962 I'm currently 60 years
old and I reside at my home located at:

3106 Little Bear Drive
Kingwood, Texas
77339

I am a mother, homemaker and part time landlord.

Under penalty of perjury, do hereby certify that the foregoing information is true and correct.

My home where I raised my children is currently set to be Auctioned off the coming Tuesday

June 6, 2023.

I was not given proper notice as stated by law, a party attempting to foreclose must give adequate notice of at least 21 days prior to intent to accelerate. In my case technically I was given only 11 days notice from the time the document arrived without any prior introduction of who this person was. She was demanding a figure \$10,000 over the amount I knew to be in arrears, these were arrears obtained during COVID they had actually been authorized by my prior lender. Plus I got behind a few months because the property was supposed to be sold to the tenant. When that happened I needed to modify the loan to get caught up. The main delay with this was the complete uncertainty as to what the true dollar amount owed was. The paperwork was mailed on 12/19/22 and terminated 12/30/22 New Year's Eve. No payment statement was included or any information as to how it was produced. Due to the mail slowdown's and timing of the Christmas holiday I didn't actually receive it the notice until 12/28. Which gave me actually one day in which come up with the money. A figure almost 3 times what I was behind at the time she purchased the note. She refused to give any information about the figures and provided absolutely no documentation to back up her claims. She furthermore refused to discuss any type of settlement. The demand was for the full almost \$55,000 she claimed I owed on the note anything less and she would proceed with the sale. Her attorney finally responded to my complaint that was filed with CFPB where he again made reference to a non-existent document regarding the payment history and payment statement. His response stated that his firm always makes sure to include this and that it was done and included. No new payoff statement was issued after it expired on 12/30/22. To this day nothing of the sort has been produced. According to my calculations that figure should have been closer to \$38,000 to pay this loan completed off. Many many violations have occurred on the service of this loan as further outlined in the TRO.

I'm being financially as well as emotionally hurt by this unlawful action and losing all the equity in my home. That income was vitally important to my husband's retirement. He has recently had a stroke and is no longer able to work so this is a double blow to us financially.

Once again under penalty of perjury I believe all the above statements to be true to the very best of my knowledge and statements of events that took place. If this foreclosure is allowed to proceed it would cause me and my family untold harm and financial ruin. I have no issues paying on this note. I have sold the house as outlined in the P and S to make sure this note gets paid, first and foremost an actual accounting of where method and information was used to determine this number and these dates. I have mortgage statements showing payments in direct conflict to her statements.

Signed this day June 2, 2023 under penalty of
perjury by:

Jam

e

Judge

Jamie Marla Phelan

Marle Phela