

EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

RUSSEL A. COX,

Plaintiff,

v.

FIRST UNITED BANK & TRUST,

Defendant.

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Civil Action No. 4:22-cv-310-ALM-KPJ

DECLARATION IN SUPPORT OF SUMMARY JUDGMENT

1. My name is Yolandi Kofi. I am over the age of twenty-one (21), have never been convicted of a felony or crime involving moral turpitude and am fully competent to provide this testimony. I am currently employed by First United Bank & Trust Company (“First United” or “Defendant”) as a Sr. Vice President.

2. In my referenced capacity, I have access to and have reviewed the relevant corporate and business records of Defendant, which includes all mortgage records from any predecessor mortgagee or mortgage servicer, and have had the opportunity to review the business records and account information related specifically to the Loan of Plaintiff (the “Loan Records”) secured by the Property. I am fully authorized to make this declaration on behalf of Defendant in the above-entitled and numbered cause. All statements made herein are true and correct and based upon my personal knowledge gained from my employment and a review of business records of Defendant for the subject loan. My testimony is based upon my familiarity with the business practices, record keeping system and practices of Defendant and my review of Defendant’s business records.

3. Plaintiff Russel A. Cox (“Plaintiff”) executed a Note (“Note”) dated April 28, 2015 in the amount of \$422,647.00 payable to First United in order to purchase the property commonly known as 60 Trailridge Drive, Melissa, Texas 75454 (the “Property”). A true and correct copy of the Note is attached hereto as **Exhibit A-1** and incorporated herein by reference.

4. Contemporaneous with execution of the Note, Plaintiff and non-party Whitney E. Cox (“Borrowers”) executed a Deed of Trust (“Deed of Trust”) on April 28, 2015 to secure payment of the Note by securing the Property. A true and correct copy of the Deed of Trust is attached hereto as **Exhibit A-2** and incorporated herein by reference. The Note and Deed of Trust, along with any amendments and supplements thereto and all other documents that Borrowers executed in connection therewith relating to the Property are referred collectively as the “Loan.”

5. First United is the lender and beneficiary under the Note and Deed of Trust and remains the holder of the Note and beneficiary of the Deed of Trust. Plaintiff’s loan is a conventional loan and is not insured by FHA.

6. Plaintiff ceased making payments on the Note, with the loan being due for the January 1, 2020 payment and all subsequent payments. On January 19, 2022, Notice of Default was mailed to Plaintiff via certified mail. A true and correct copy of the Notice of Default is attached hereto as **Exhibit A-3** and incorporated herein by reference.

7. On March 7, 2022, at the direction of Defendant, Defendant's foreclosure counsel sent Notice of Acceleration and Notice of Sale to Borrowers. True and correct copies of the Notices of Acceleration are attached hereto as **Exhibit A-4** and incorporated herein by reference.

8. The exhibits attached hereto are records kept by Defendant in the regular course of business and were made at or near the time of the acts, events, conditions and/or opinions recorded therein and by an employee or representative of Defendant with knowledge of those matters and/or documents received from third parties that have been incorporated into and are now also part of the business records of Defendant with respect to the Loan. It was the regular business practice of Defendant for an employee or representative with knowledge of the acts, events, conditions and/or opinions recorded in these records to record or transmit the information (included) in these records and/or receive and incorporate them as business records related to the Loan. The exhibits attached hereto are the originals or exact duplicated of the originals, with the exception that portions of the Loan number and/or other sensitive personal identifying information has been redacted.

10. Pursuant to 28 U.S.C (S) 1746, I declare under penalty of perjury that the foreclosing is true and correct. Dated this 7th day of October 2022.



Name: Yolandi Kofi

Title: Sr. Vice President