

\*VG-352-2023-97030\*

**Denton County  
Juli Luke  
County Clerk**

**Instrument Number: 97030**

Real Property Recordings

NOTICE

Recorded On: September 08, 2023 11:33 AM

Number of Pages: 62

**" Examined and Charged as Follows: "**

Total Recording: \$270.00

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 97030  
Receipt Number: 20230908000267  
Recorded Date/Time: September 08, 2023 11:33 AM  
User: William D  
Station: Station 8

**Record and Return To:**

ZACHARY WHITE



STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX

## Notice to Public of VOID Trustee Sale

I, Zachary-Wayne: White do hereby swear under penalty of perjury that the following statements and annexed documents are true, correct and done in good faith to the best of my knowledge.

This Notice to Public is intended to inform all parties that the Foreclosure and Trustee Sale of the property commonly referred to as 201 N Garza Rd, Shady Shores Texas 76208, and having the legal description of:

**“LOT 1, LEWELLEN PLACE, AN ADDITION TO THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN DOCUMENT NUMBER 2019-497, PLAT RECORDS OF DENTON COUNTY, TEXAS.**

Parcel ID Number: 36105 & 657112”,

That was conducted on September 5th 2023 is null and Void, Having no legal or lawful effect.

The Trustee sale is void for the following reasons:

1. The Deed of Trust was void ab initio because the settlors did not own the property at the time of execution.
2. The debt for which the foreclosure was supposed to collect, has previously been discharged.
3. The Surety for the debt has demanded that the Creditor sue the Principal Debtor without delay and prosecute the claim to judgement and execution.
4. The sureties have on public record, notice of equitable interest for the property that exceeds the alleged debt which has been discharged.

A more in-depth explanation of points 1-4 can be found in the annexed “Notice to Trustee of Invalid, Illegal and Unlawful Trustee Sale ” Annex A dated the 22nd day of August 2023 and Delivered to

AVT Title Services LLC  
5177 Richmond Avenue,  
Suite 12230  
Houston, Texas 77056

Via certified mail # 7021 1970 0000 2044 2551  
on August 25th 2023.

Additionally, An agreement was reached between the Surety and Trustee by way of non-response, acquiescence, Tacit agreement, and dishonor to the annexed Notice. AVT Title Services agrees that AVT Title Services along with their affiliate, Mackie Wolf Zientz and Mann P.C. and their principal, Fifth Third Bank National Association have Joint and Several, Unlimited Liability for Injury caused by said Trustee Sale and violations to the Fair Debt Collection Practices Act.

Further Affiant sayith naught.

By: Zachary White

Zachary-Wayne: White

Authorized Representative/Subrogee

All rights reserved.

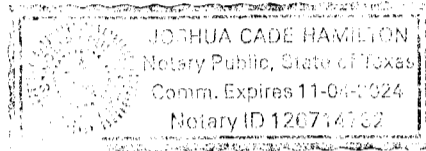
JURAT

State of Texas

County of Denton

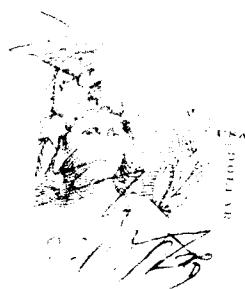
*8th day September*

Sworn to and subscribed before me on the ~~15th day of August~~ 2023, by Zachary-Wayne: White.



*[Signature]* (Seal)  
Notary Public Signature

Zachary-Wayne White  
[201] N Garza Rd  
Shady Shores, Texas [76208]



AVT Title Services LLC  
5177 Richmond Avenue, suite 1230  
Houston, Texas 77056

*certified mail # 7021 19700000 2044 2551*

Notice to Trustee of Invalid, illegal and Unlawful Trustee Sale

Hello Trustee,

Notice to agent is notice to principal.

Notice to principal is notice to agent.

"(b) A trustee or substitute trustee is not a debt collector."

I comprehend that Mackie Wolfe Zients and Mann and AVT Title Services are technically different companies. However, it appears to me that the two companies share offices, leadership, and staff.

I presume the Texas code that says the trustee is not a debt collector, did so to eliminate any potential conflicts of interest. Please correct me if I have it wrong.

I believe it would be difficult and unlikely for a trustee or substitute trustee to have the same people working under the same leadership in the same offices, as a debt collector that was selected to collect a debt on the same account, without having a conflict of interest.

It is important in this case to be a neutral third party because there are valid reasons that the foreclosure and trustee sale of the property at: 201 N Garza Rd, Shady Shores, Texas 76208 should be stopped at once.

The reasons are as follows:

1. The Deed of Trust is void. Not voidable, but void. I have enclosed for you the correction to the Warranty Deed and our acceptance thereof. You will see that the acceptance is dated long after the deed of trust. Which is evidence that we did not own the property at the time we granted the Deed of Trust. It was a mistake on our part to have signed the security agreement when we did not yet own the property. Therefore, the Deed of Trust is void. Also, the correction to the Warranty Deed removed the encumbrance verbiage from the Warranty Deed. There is no encumbrance on the property from the Warranty Deed itself. It also recognizes Alaina and Myself as full Fee Simple Owners of the property. If the Deed of Trust was not void ab initio, there have been other events that have occurred that would have made it void as well. I will be happy to provide a complete list upon request.
2. The debt is discharged. I tendered payment of the full payoff amount on 3/23/2023. I have recorded with Denton County a document titled "Notice to Public of Discharge in the form of an Affidavit". I have enclosed a copy of this document for your review. As you can see, the debt is discharged. Getting Fifth Third Bank to act honorably has proven to be difficult. As you are aware, they maintain that the debt was not discharged. However, they made no objection to the tender, and they kept the instrument tendered in good faith. Therefore, it is discharged. And, Fifth Third Bank is now ESTOPPED from any collection activities and they will incur a harassment fee of \$10,000 per occurrence for any attempts to collection on the debt which is now discharged.

3. I am a surety demanding and by these presents do demand that the creditor bring a legal action against the principal debtor (State of Texas) without delay. Please review "CIVIL PRACTICE AND REMEDIES CODE, TITLE 2. TRIAL, JUDGMENT, AND APPEAL SUBTITLE C. JUDGMENTS CHAPTER 43. PRINCIPAL AND SURETY". I have included a document titled "Private Registered Notice of Stipulations of Surety/Subrogee", please review it as well.
4. If points 1-3 did not exist, Fifth Third Bank would need to compensate my wife and I for the equitable interest that we have accrued in the property as part of foreclosure. I have included another document titled "Revised Notice of equitable interest", please review it. Our interest exceeds the amount that Fifth Third Bank claims we still owe, when in fact it is discharged. So, upon foreclosure, Fifth Third Bank would become liable to pay equitable interest and would not gain legal title to the property.

So, as you can see it is Important for the trustee to act as a neutral third party in this case because an illegal, unlawful and immoral foreclosure in this instance would cause irreparable harm to my wife and myself.

You have now been made aware of points 1-4, unless you respond with an affidavit sworn under penalty of perjury which sufficiently rebuts each point 1-4 prior to the foreclosure and sale of our property, you agree that AVT Title Services and Mackie Wolf Zientz and Mann P.C. along with Fifth Third Bank have joint and several, unlimited liability for injury to my wife and I resulting from the wrongful foreclosure and sale of our property and violations of the Fair Debt Collection practices Act.

A general response is one that does not adequately address points 1-4, or one not sworn under penalty of perjury. A general response is a nullity and considered a non-response.

Non-response is acquiescence, tacit agreement and dishonor.  
This notice will be recorded with Denton County



Zachary-Wayne: White, Authorized Representative / Surety /Subrogee

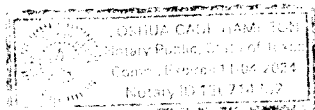
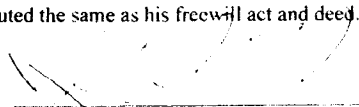
All Rights Reserved.

State of Texas,

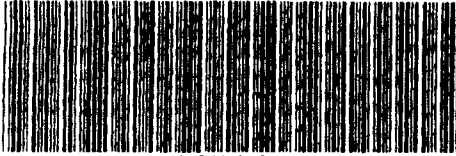
County of Denton

On this 22nd day of August 2023, before me the subscriber, Joshua Calkins, personally appeared Zachary-Wayne: White, to me known to be the living man described in and who executed the foregoing instrument and acknowledged before me that he executed the same as his free will act and deed.

(SEAL)

(NOTARY PUBLIC)



\*VG-352-2023-16876\*

Denton County  
Juli Luke  
County Clerk

**Instrument Number: 16876**

Real Property Recordings

NOTICE

Recorded On: February 23, 2023 12:53 PM

Number of Pages: 3

**" Examined and Charged as Follows: "**

Total Recording: \$34.00

**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 16876  
Receipt Number: 20230223000403  
Recorded Date/Time: February 23, 2023 12:53 PM  
User: William D  
Station: Station 8

**Record and Return To:**

ZACHARY WHITE



STATE OF TEXAS  
COUNTY OF DENTON

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

Juli Luke  
County Clerk  
Denton County, TX

WHEN RECORDED MAIL TO:

Zachary White  
1301 Justin Rd  
Suite 201 PMB 1055  
Lewisville, TX 75077

**NOTICE OF EQUITABLE INTEREST**

This Notice is to serve as an official record that Zachary Wayne White and Alaina Michelle White, husband and wife, have an equitable interest in the amount of \$300,000 in the following real property in Denton County, State of Texas:

**LOT 1, LEWELLEN PLACE, AN ADDITION TO THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN DOCUMENT NUMBER 2019-497, PLAT RECORDS OF DENTON COUNTY, TEXAS.**

Parcel ID Number: **36105 & 657112**

which currently has the address of **201 N GARZA RD SHADY SHORES, TEXAS 76208** ("Property Address")

This equitable interest is due to substantial labor to the maintenance and security of the property as well as numerous improvements to the property. This Notice is effective as of the date of this Notice.

Zachary Wayne White  
Zachary Wayne White

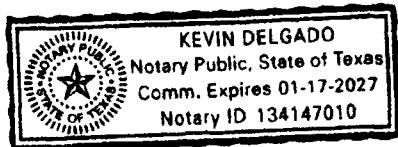
Alaina Michelle White  
Alaina Michelle White

**JURAT**

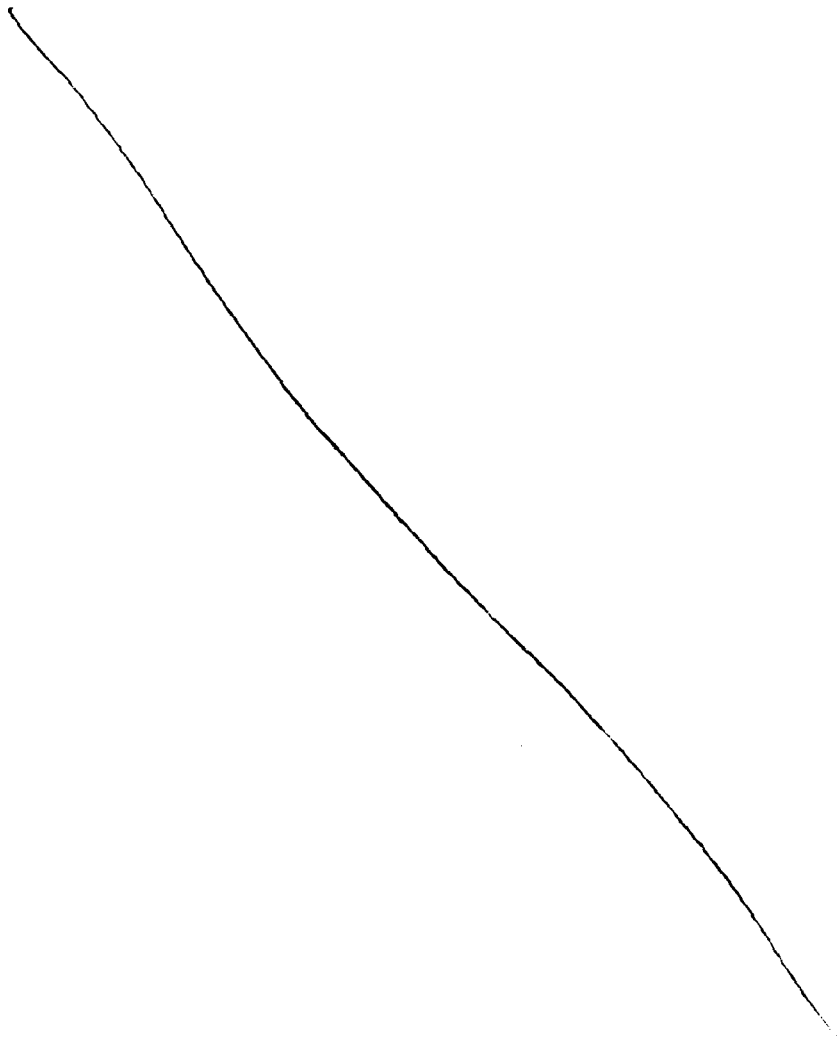
STATE OF TEXAS §  
§  
§  
COUNTY OF DENTON

Before me Kevin Delgado, on this day personally appeared Zachary-Wayne and Alaina-Michelle of the family White, proved to me through presentation of Texas Driver's Licenses to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 22<sup>nd</sup> day of February, A.D., 2023.



Kevin Delgado



2/27/23  
Zach







Zachary Wayne White and

Alaina Michelle White,

c/o [201] N Garza Rd

Shady Shores, Denton County, Texas [76208]

## Correction Of Warranty Deed

STATE OF TEXAS  
COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS:

This is a Correction of Deed to that certain General Warranty Deed with Vendor's Lien dated 12/23/2019, executed by Grantor to Grantee, and recorded with Denton County Recording Division and bearing document number 164257, for the purpose of correcting the following: Grantee's wish to Acknowledge and Accept the Warranty Deed, free of encumbrances, as bona fide, fee simple Owners. Other than this stated correction, this Correction of Warranty Deed is intended to restate in all respects the corrected Warranty Deed, and the effective date of this Correction of Warranty Deed relates back to the effective date of the corrected Warranty Deed.

### Assignee Verification

Zachary Wayne White & Alaina Michelle White, Living Principles in the capacity of ZACHARY WAYNE WHITE AND ALAINA MICHELLE WHITE and Assignee herein, autographing hereunder, does herewith state, declare, and asseverate, as express voluntary act and deed, that all statements made herein are true, correct, and complete in accordance with the best of Living Principle's knowledge and understanding.

### NOTARY CERTIFICATE OF ACKNOWLEDGEMENT

**Notice:** Use of Notary shall not be construed against Authorized Representative as adhesion, indicia, or submission to any foreign, domestic, or municipal jurisdiction.

The State of Texas)  
Denton county)

KNOW ALL MEN BY THESE PRESENTS

Subscribed, verified, and asseverated before Bill Grimaldi testifying herewith as a duly commissioned and sworn notary public in and for the County of Denton, State of Texas, by

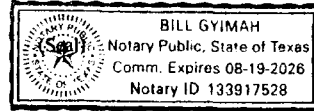
Zachary Wayne White & Alaina Michelle White who proved to this agent on the basis of satisfactory evidence and personal knowledge that Zachary Wayne White & Alaina Michelle White moves into the record this CORRECTION OF WARRANTY DEED WITH ACKNOWLEDGMENT & ACCEPTANCE and I attest that Zachary Wayne White & Alaina Michelle White have read the contents of this instrument, verified the completeness and accuracy thereof, and moves same by free voluntary act, will, and conviction in express, plenary capacity.

I further attest that both **Zachary Wayne White & Alaina Michelle White** appear to be of sound mind and not under or subject to duress, fraud, intoxicating or undue influence; and I have inspected the document and ascertained there are no interlineations, erasures or other changes.

So done in my presence and attested to this twenty second day of June,  
two thousand and twenty three A. D.

In witness whereof, I hereunto set my hand and official seal:

Notary signature Bill Gyimah  
My Commission Expires 08-19-2026  
Notary Name Bill Gyimah



Third party witness #1      Third Party Witness #2      Third Party Witness #3  
Name Josiah Hamilton      Name Carson Weiss      Name David Yancy  
Signature [Signature]      Signature [Signature]      Signature [Signature]

Date: June 19th in the Year of Our Lord, 2023, nunc pro tunc

### ACKNOWLEDGMENT & ACCEPTANCE OF DEED

I, **Zachary Wayne White** the living man, & I, **Alaina Michelle White** the living woman, in the capacity of **ZACHARY WAYNE WHITE** and **ALAINA MICHELLE WHITE** are recorded as the assignees /grantees on the warranty deed for the land described on deed recorded on 12/23/19 with Denton County Recording Division bearing document number 164257.

On and For the Record, It is our freewill act and deed, to acknowledge our acceptance of the Warranty Deed and lawful ownership of the land, under the terms of the instrument. We ask that the record on file in the Office of Denton County Recording District be updated to show our acknowledgment & acceptance of the Correction of Warranty Deed, and the lawful owners of the land.

This our freewill act and deed, under our hand and seal

By: Zachary White      By: Alaina Michelle White

Zachary Wayne White/Grantee absolute

Alaina Michelle White/grantee absolute

All rights reserved, nunc pro tunc,

All Rights reserved, nunc pro tunc

All transactions demanded to

All transactions demanded to

be redeemed in lawful money.

be redeemed in lawful money.



(Seal)



(Seal)

WHEN RECORDED MAIL TO:  
Zachary White  
1301 Justin Rd  
Suite 201 PMB 1055  
Lewisville, TX 75077



## REVISED NOTICE OF EQUITABLE INTEREST

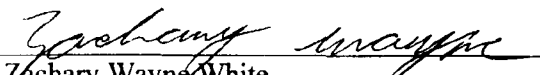
This REVISED NOTICE OF EQUITABLE INTEREST is to serve as an official record that Zachary Wayne White and Alaina Michelle White, husband and wife have additional interest in in the following real property in Denton County, State of Texas:

**LOT 1, LEWELLEN PLACE, AN ADDITION TO THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN DOCUMENT NUMBER 2019-497, PLAT RECORDS OF DENTON COUNTY, TEXAS.**

Parcel ID Number: **36105 & 657112**

which currently has the address of **201 N GARZA RD SHADY SHORES, TEXAS 76208** ("Property Address")

In addition to the previously recorded labor cost of \$300,000 for maintenance, security and improvements there is also material cost and equipment cost \$125,000 for maintenance, security and improvements to the property. Also, \$65,000 per year for landscaping, landscaping equipment and labor. Pest control incurred a cost of \$25,000 per year all inclusively. As of 4/1/23 the total accrued equitable interest is equal to \$717,500.

  
Zachary Wayne White

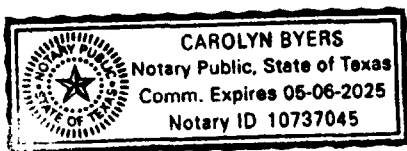
  
Alaina Michelle White

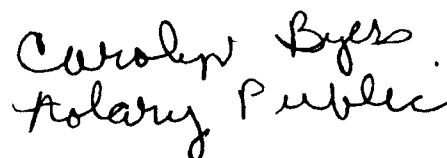
### JURAT

STATE OF TEXAS      §  
                                 §  
                                 §  
COUNTY OF DENTON

Subscribed and sworn to before me Carolyn Byers, on this day personally appeared Zachary Wayne White and Alaina Michelle White, proved to me through presentation of Texas Driver's Licenses to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 12 day of May, 2023 A.D.,



  
Carolyn Byers  
Notary Public

WHEN RECORDED MAIL TO:

Zachary White  
1301 Justin Rd  
Suite 201 PMB 1055  
Lewisville, TX 75077


## NOTICE OF FINDINGS BY PRIVATE INVESTIGATOR

I, Zachary-Wayne of the White family, am over the age of eighteen, of sound mind, and have personal knowledge of the matters set forth in this affidavit.

I, Zachary-Wayne, along with my wife Alaina, hired Joseph Esquivel, a private investigator, to investigate the documentation related to the purchase of our home.

An investigation for the documentation for real property located at 201 N Garza Rd, Shady Shores, Texas by Joseph Esquivel was conducted. An Affidavit from Joseph Esquivel can be found in Annex A, which details the findings of the investigation. Annex A is attached herein without its respective annexes. Those documents are readily available in the public record.

Joseph Esquivel also provided a document titled "No One Can Claim the Right to Enforce the White Note". This document is Joseph Esquivel's analysis of the situation as it is affected by relevant laws. This document can be found in Annex B.

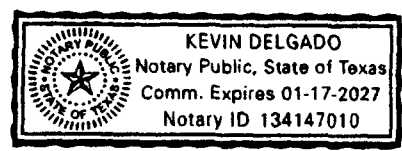
  
Zachary-Wayne: White

STATE OF TEXAS       §  
                                  §  
                                  §  
COUNTY OF DENTON

Before me Kevin Delgado, on this day personally appeared Zachary-Wayne of the family White, proved to me through presentation of Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

(Seal) Given under my hand and seal of office this 22<sup>nd</sup> day of February,  
A.D., 2023 .       County of Denton

sworn to and subscribed before me on  
the 22<sup>nd</sup> day of February, 2023  
Kevin Delgado  
Notary Public, State of Texas  
01-17-2027



---

## ANNEX A

1 **REPORT REQUESTED BY:**  
2 Alaina Michelle White and Zachary Wayne White  
3 201 N. Garza Road  
4 Shady Shores, TX 76208  
5  
6

7 **AFFIDAVIT OF JOSEPH R. ESQUIVEL JR.**  
8

9 I, Joseph R. Esquivel Jr, declare as follows:

- 10 1. I am over the age of 18 years and qualified to make this Affidavit.  
11 2. I am a licensed private investigator of in the State of Texas, License # A20449.  
12 3. I make this Affidavit based on my own personal knowledgc.  
13 4. I make this Affidavit in support of Mortgage Compliance Investigations Chain of Title  
14 Analysis & Mortgage Fraud Investigation requested by Alaina Michelle White and Zachary  
15 Wayne White regarding the Loan Instruments and the associated real property located at 201  
16 N. Garza Road, Shady Shores, TX 76208, as referenced in the Denton County Record.  
17 5. I have no direct or indirect interest in the outcome of the case at bar for which I am offering  
18 my observations.  
19 6. I have personal knowledge and experience in the topic areas related to the securitization of  
20 mortgage loans, real property law, Uniform Commercial Code practices, predatory lending  
21 practices, assignment and assumption of securitized loans, creation of trusts under deeds of  
22 trust, pooling and servicing agreements, issuance of asset-backed securities and specifically  
23 mortgage-backed securities by special purpose vehicles in which an entity is named as trustee  
24 for holders of certificates of mortgage backed securities, the foreclosure process of securitized  
25 and non-securitized residential mortgages in both judicial and non-judicial states, and the  
26 various forms of foreclosure-related fraud.  
27 7. I perform my research through the viewing of actual business records and Corporate/Trust  
28 Documents.  
29 8. I perform my research through the viewing of actual business records and Corporate/Trust  
30 Documents that have been obtained by Housing Mortgage Consultants (William McCaffrey).  
31 I then analyze the information for the purpose of the investigation.

- 32 9. I have the training, knowledge and experience to perform these searches and understand the  
 33 meaning of these records and documents with very reliable accuracy.
- 34 10. I am available for court appearances, in person or via telephone for further clarification or  
 35 explanation of the information provided herein, or for cross examination if necessary.
- 36 11. Mr. McCaffrey of Housing Mortgage Consultants is also available for court appearances, in  
 37 person or via telephone, for further clarification or explanation of the information provided  
 38 herein, or for cross examination if necessary.
- 39 12. I have been hired by Alaina Michelle White and Zachary Wayne White to investigate and  
 40 review documents pertaining to the property located at 201 N. Garza Road, Shady Shores, TX  
 41 76208. These documents have been obtained from the Denton County office of the recorder,  
 42 the property closing documents signed at the time of closing and from Fifth Third Bank on  
 43 January 8, 2022. Those documents are as follows:

Exhibit	Document Name	Date Recorded	Document Number
A	Note – From closing documents	- Not Recorded -	1907060435
B	Note – Received from Fifth Third Bank on January 8, 2022	-Not Recorded	1907060435
C	Deed of Trust	December 26, 2019	164257

- 44
- 45 13. On December 16, 2021, the Alaina Michelle White and Zachary Wayne White Loan was  
 46 identified in the Guaranteed REMIC Pass-Thru Certificates Fannie Mae REMIC Trust  
 47 2020-009 ("FNMA 2020-009 Trust") This trust is a Special Purpose Vehicle (SPV) which  
 48 was created for the purpose of issuing mortgage-backed securities.
- 49 14. The returns that are paid on the mortgage-backed securities are derived from "slices"  
 50 ("tranches") of the pool of comingled payments. "Pooling" (commingling) these trust assets  
 51 to back financial instruments purportedly serve as the foundation for the instruments (as  
 52 "securities") being offered and sold to secondary-market investors, in the process known as  
 53 "securitization."
- 54 15. The information contained herein was derived by research through professional services, and  
 55 by reviewing the Loan Level Data obtained from the Fannie Mae Pool Talk Portal Online  
 56 Portal on December 16, 2021, by independent third-party securitization and banking expert,  
 57 William McCaffrey (Housing Mortgage Consultants Inc.), who specializes in locating

58 Residential Mortgage-Backed Securities, (RMBS), and VA, FHA and GSE loans. Several  
59 identifying loan indicators were researched, including the loan number for the Alaina  
60 Michelle White and Zachary Wayne White Loan (located on the Note, attached hereto as  
61 Exhibits "A" and "B").

62 16. Based on the research that I have conducted, the evidence shows, that the Alaina Michelle  
63 White and Zachary Wayne White Loan is currently in the Guaranteed REMIC Pass-Thru  
64 Certificates Fannie Mae REMIC Trust 2020-009 as shown by the information below, as of  
65 December 16, 2021.

66 The loan level data for the Alaina Michelle White and Zachary Wayne White loan is shown  
67 below and was taken from the Fannie Mae Pool Talk portal by an independent third party  
68 (Housing Mortgage Consultants Inc.) that specializes in GSE (Government Sponsored  
69 Enterprises) loans on December 16, 2021  
70

71  
72 |1965398|N|1907060435|RETAIL |GREAT WESTERN FINANCIAL SERVICES|FIFTH  
73 THIRD BANK | 4.125| 4.125| 5.5000| 000408500.00| 000408500.00|360|02/2020|  
74 000|360|01/2050|090|090|01| |679|NO |PURCHASE|SF |1|PRINCIPAL|TX|76208 |FRM| |NO  
75 |1979.79 | P | |2020-009 | | |  
76

77 The information below was taken from above and the information was cross indexed with the  
78 Alaina Michelle White and Zachary Wayne White Note and Deed of Trust as to show the  
79 matching indicators information

80 |  
81 |965398 - ID number for Trust  
82 |N  
83 |1907060435 - - **Corresponding Loan number On Note**  
84 |RETAIL - Classification of Loan – (Retail, wholesale or corresponding)  
85 |GREAT WESTERN FINANCIAL SERVICES - **Seller of Loan to Fannie Mae**  
86 |FIFTH THIRD BANK - Current Servicer  
87 | 4.125 - the actual interest rate that the loan was purchased at  
88 | 4.125 - Original Interest Rate on Note -**Matches**  
89 | 5.5000 - Triad Coupon Rate  
90 | 000408500.00 - Original loan amount – **Matches Note**  
91 | 000408500.00 - Premium Price sold to Federal National Mortgage Association  
92 |360 - length of loan in months – **Matches Note**  
93 |02/2020 - 1st payment date for loan – **Matches Note**  
94 | 000  
95 |360  
96 |01/2050 - Date of Maturity – **Matches Note**  
97 |090 - LTV  
98 |090 - LCTV



99 |01 – No Prepay  
100 |  
101 |679 – FICO Score at time of signing  
102 |NO - Refinance  
103 |PURCHASE -(Type of Loan) vs Rcfinance  
104 |SF - Single Family Residence  
105 |1 - 1 would be Primary or (2 would be 2nd home and 3 would be investor  
106 |PRINCIPAL - Primary home no second home or investor  
107 |TX - State Abbreviation – **Matches Note**  
108 |76208 – Property Zip Code – **Matches Note**  
109 |FRM – Fixed Rate Mortgage vs ARM if it was a Adjustable Rate Mortgage – **Matches Note**  
110 |  
111 |NO  
112 |1979.79 – Monthly Payment – **Matches Note**  
113 |P  
114 |  
115 |2020-009 – Trust Series that loan is located in  
116 |  
117 |  
118 |  
119 |  
120 |

121 17. “Loan Level Data” refers to specific loan characteristics of the loan. Examples of different  
122 types of specific data types would be “Loan number,” “Original Balance,” “Maturity Date,”  
123 “Property State,” “Property Zip Code,” “Property City,” “Pool Number,” and many more.  
124 Depending on the information that was available when the information was inputted and  
125 entered into the data platform, some loans would have more data available, and others would  
126 have less.

127 18. Securitization is the process of “aggregating” (i.e., commingling) the payments from a large  
128 number of mortgage loans into what is called a “mortgage pool” and then selling “shares”  
129 (called “certificates”) to investors, who then receive “returns” over a specific time period. The  
130 “pool” of commingled mortgage payments is “sliced” into “tranches” from which many  
131 different “classes” of investments (with varying rates of “returns”) are created, and  
132 subsequently offered for sale by way of a “prospectus.” Based on this information, Alaina  
133 Michélie White and Zachary Wayne White’s mortgage payments ultimately flowed to and/or  
134 through the “pool” created by or on behalf of the Guaranteed REMIC Pass-Thru Certificates  
135 Fannie Mae REMIC Trust 2020-009. However, in my opinion, it is impossible to determine  
136 the exact amounts from any mortgage payment paid out to any specific investor, as this was

137 done *after* Alaina Michelle White and Zachary Wayne White's payments were commingled  
138 with other monies.

139 19. The indicators pertaining to the Alaina Michelle White and Zachary Wayne White loan show  
140 that the loan was securitized; and that the Federal National Mortgage Association paid value  
141 for the Alaina Michelle White and Zachary Wayne White debt which was the right to collect  
142 future payments for the Alaina Michelle White and Zachary Wayne White mortgage loan

143 20. The purpose of filing into public record is to memorialize such transactions and that  
144 Guaranteed REMIC Pass-Thru Certificates Fannie Mae REMIC Trust 2020-009 paid value  
145 for the Alaina Michelle White and Zachary Wayne White debt which was the right to collect  
146 future payments for the Alaina Michelle White and Zachary Wayne White mortgage loan  
147 which purportedly translates to the right to collect future payments for the Alaina Michelle  
148 White and Zachary Wayne White loan.

149 21. I have examined the most current copy of the Alaina Michelle White and Zachary Wayne  
150 White Promissory Note (which was obtained by the borrower from Fifth Third Bank the  
151 current "servicer" of the loan, on or about January 8, 2022 ); the Alaina Michelle White and  
152 Zachary Wayne White Deed of Trust; and the public record of the Alaina Michelle White and  
153 Zachary Wayne White Deed of Trust, and have found that the Guaranteed REMIC Pass-Thru  
154 Certificates Fannie Mae REMIC Trust 2020-009 is not named in any manner on any of the  
155 instruments (see attached Exhibits "A" through "C");

156  
157 22. I have examined a purported to be true and correct copy of a Promissory Note of Alaina  
158 Michellie White and Zachary Wayne White dated December 23, 2019, regarding a loan for  
159 \$408,500.00. The Original Lender of the December 23, 2019, White loan is Great Western  
160 Financial Services, Inc. This copy of the Note is from the closing documents that were signed  
161 at closing. (See Exhibit "A" attached within)

162 a. This copy of the Alaina Michelle White and Zachary Wayne White Note  
163 shows an unsigned allonge to the Note, from Great Western Financial Services,  
164 Inc., naming Frederick E. McDonald IV as Vice President, needing missing  
165 information to be filled in.

166           b.    The Guaranteed REMIC Pass-Thru Certificates Fannie Mae REMIC Trust  
167                    2020-009 are not named in any way on the Alaina Michelle White and Zachary  
168                    Wayne White Note.

169

170   23. I have examined a purported to be true and correct copy of a Promissory Note of Alaina  
171       Michelle White and Zachary Wayne White dated December 23, 2019, regarding a loan for  
172       \$408,500.00. The Original Lender of the December 23, 2019, White loan is Great Western  
173       Financial Services, Inc. (See Exhibit "B" attached within)

174           c.    This copy of the Alaina Michelle White and Zachary Wayne White Note is  
175                    missing the allonge page that was with the copy of the Note from the closing  
176                    documents.

177           d.    This copy of the Alaina Michelle White and Zachary Wayne White Note  
178                    shows an endorsement, on the Note itself, from Texas Capital Bank, NA As  
179                    Attorney-in-Fact for Great Western Financial Services, Inc., signed by Carolyn  
180                    Davidson as Vice President, made payable to Fifth Third Bank, N.A., being  
181                    named as payee.

182           e.    This copy of the Alaina Michelle White and Zachary Wayne White Note also  
183                    has an incomplete stamping on the Note itself from Fifth Third Bank, signed  
184                    by Chris Shroat as SVP, made payable to an as of yet unnamed payee.

185   24. The Guaranteed REMIC Pass-Thru Certificates Fannie Mae REMIC Trust 2020-009 are not  
186       named in any way on the Alaina Michelle White and Zachary Wayne White Note.

187           a.    The Federal National Mortgage Association is not named or referenced in any way on  
188                    the Alaina Michelle White and Zachary Wayne White Note.

189   25. There is no evidence that Guaranteed REMIC Pass-Thru Certificates Fannie Mae REMIC  
190       Trust 2020-009 ever received an ownership interest in the Alaina Michelle White and Zachary  
191       Wayne White Note.

192   26. Paragraph 1 of the Alaina Michelle White and Zachary Wayne White Note states "*I*  
193       *understand that the Lender may transfer this Note. The Lender or Anyone who takes this*  
194       *Note by transfer and who is entitled to receive payments under this Note is called the*

195            *"Noteholder."*

196        27. I have examined a Deed of Trust of Alaina Michelle White and Zachary Wayne White dated  
197            December 23, 2019 and filed in the Official Records of the Denton County Recorder's Office  
198            on December 26, 2019 as ins# 164257. (See Exhibit "C" attached within)

199            a. The **Guaranteed REMIC Pass-Thru Certificates Fannie Mae REMIC Trust**  
200                **2020-009** are not named in any way to the Alaina Michelle White and Zachary  
201                Wayne White Deed of Trust

202            b. The Federal National Mortgage Association is not named or referenced in any way  
203                on the Alaina Michelle White and Zachary Wayne White Deed of Trust

204        28. I have examined the Denton County Record relating to the Alaina Michelle White and Zachary  
205            Wayne White Deed of Trust dated December 23, 2019. The Denton County Record shows no  
206            Assignments of Deed of Trust for this loan filed into public record.

207        29. Based on my examination of the Alaina Michelle White and Zachary Wayne White loan  
208            instruments, and all available documents recorded in the Denton County records associated  
209            therewith, there is no evidence or indication that Guaranteed REMIC Pass-Thru Certificates  
210            Fannie Mae REMIC Trust 2020-009 ever acquired ownership rights to the Alaina Michelle  
211            White and Zachary Wayne White loan, note, Deed of Trust, the debt purportedly 'evidenced'  
212            thereby, and/or the real property purportedly 'secured' thereby.

213        30. Based on my examination, as Guaranteed REMIC Pass-Thru Certificates Fannie Mae REMIC  
214            Trust 2020-009 has never acquired rights to the Alaina Michelle White and Zachary Wayne  
215            White Note and Deed of Trust, those rights can not be transferred to another party.

216        31. In my professional opinion, all the available evidence that I have examined lacks proof, or even  
217            a showing, of any proper transfer of the debt obligation (purportedly evidenced by the note)  
218            along with proper transfer of collateral rights in the real property (purportedly evidenced by  
219            the Deed of Trust). In fact, there is no evidence that suggests the Alaina Michelle White and  
220            Zachary Wayne White note was properly transferred simultaneously with any purported  
221            transfer of the beneficial rights in the Alaina Michelle White and Zachary Wayne White Deed  
222            of Trust.

223 32. The transfer and sale of all Beneficial Interest of the Alaina Michelle White and Zachary  
224 Wayne White Deed of Trust to Guaranteed REMIC Pass-Thru Certificates Fannie Mae  
225 REMIC Trust 2020-009 should have been done on or before the Closing Date of the  
226 Guaranteed REMIC Pass-Thru Certificates Fannie Mae REMIC Trust 2020-009 which was  
227 January 01, 2020. (See Exhibit (D) attached within)

228

229 The above statements are affirmed by me under penalty of perjury under the laws of the  
230 State of Texas to be true and correct to the best of my knowledge and belief, are based on my  
231 own personal knowledge, and I am competent to make these statements.

232

FURTHER THE AFFIANT SAYETH NAUGHT.

233

By:

Joseph R Esquivel Jr

234

Joseph R Esquivel, Jr.  
Private Investigator License # A20449  
Mortgage Compliance Investigations LLC

235

236

237

238

STATE OF TEXAS )

239

240

COUNTY OF TRAVIS )

241

Subscribed and sworn before me, Lori M. Esquivel, Notary Public, on this

242

23<sup>rd</sup> day of February, 2022 by Joseph R Esquivel, Jr proved to me on the

243

basis of satisfactory evidence to be the person(s) who appeared before me.

244

WITNESS my hand and official seal.

245

246

247

248

249



Lori M. Esquivel  
Notary Public

## ANNEX B

## No One Can Claim the Right to Enforce the White Note

The White Note has been indorsed by the Original Lender, Texas Capital Bank, NA As Attorney-in-Fact for Great Western Financial Services, Inc., signed by Carolyn Davidson as Vice President. The endorsement states "Pay to the Order of Fifth Third Bank, N.A.. without Recourse". This constitutes a negotiation under V.T.C.A. B&C § 7.501 concerning negotiable instruments with the intent of Texas Capital Bank, NA As Attorney-in-Fact for Great Western Financial Services, Inc., transferring ownership to Fifth Third Bank, N.A., With Fifth Third Bank, N.A., named as Payee. clearly Texas Capital Bank, NA As Attorney-in-Fact for Great Western Financial Services, Inc., has released all interest in the White Note.

*V.T.C.A. B&C § 7.501, Form of Negotiation and Requirements of Due Negotiation*

*(a) The following rules apply to a negotiable tangible document of title:*

*(1) If the document's original terms run to the order of a named person, **the document is negotiated by the named person's endorsement and delivery**... (emphasis added)*

The White Note has also been signed by Fifth Third Bank, signed by Chris Shroat as SVP. The instructions preceding the signature state "Pay to the Order of \_\_\_\_\_ without Recourse", where Fifth Third Bank has elected to transfer the White Note **by possession alone** by virtue of an endorsement made pursuant to V.T.C.A., Bus. & C. § 3.205 (b) With the White Note indorsed in blank, only **contractual** rights of the White Note would have been transferred, WITHOUT acquiring rights of enforcement as defined in V.T.C.A. B&C § 3.203 (a), as there is a lack of Agency relationship between the White Note and the White Deed of Trust filed of record, since a party cannot establish an Agency relationship with an as-of-yet-unnamed payee.

*V.T.C.A., Bus. & C. § 3.205. Special Endorsement; Blank Endorsement; Anomalous Endorsement*

*(b) If an endorsement is made by the holder of an instrument and it is not a special endorsement, it is a "blank endorsement." When indorsed in blank, an instrument becomes payable to bearer and may be negotiated by transfer of possession alone until specially indorsed.*

*V.T.C.A. B&C § 3.203. Transfer Of Instrument; Rights Acquired By Transfer.*

*(a) An instrument is transferred when it is delivered by a person other than its issuer for the purpose of giving to the person receiving delivery the right to enforce the instrument.*

The White Deed of Trust filed of record is unperfected, as one can not perfect an instrument to an as-of-yet-unnamed payee. For the White Note to remain a perfected public County record, the secured Deed of Trust requires the identity of the subsequent payee(s) to be on the face of the

White Note an assignment of the Deed of Trust rights needs to be properly and timely filed of record in the Official Records of the Denton County Recorder's Office.

Fifth Third Bank, along with signing away all rights to the White Note, wrote instructions that made its intention of negotiation of the White Note clear. The clear intention was that Fifth Third Bank's negotiation of the White Note will only be complete when the payee is named. The White Note with an as-of-yet-unnamed payee is not and can not be treated as a "bearer" instrument as no person will acquire any right to the White Note until a payee is named. The White Note with an as-of-yet-unnamed payee is an incomplete instrument pursuant to V.T.C.A. B&C § 3.115.

*V.T.C.A. B&C § 3.115. Incomplete Instrument*

*(a) "Incomplete instrument" means a signed writing, whether or not issued by the signer, the contents of which show at the time of signing that it is incomplete but that the signer intended it to be completed by the addition of words or numbers.*

*V.T.C.A. B&C § 3.110. Identification Of Person To Whom Instrument Is Payable*

*(a) The person to whom an instrument is initially payable is determined by the intent of the person, whether or not authorized, signing as, or in the name or behalf of, the issuer of the instrument. The instrument is payable to the person intended by the signer even if that person is identified in the instrument by a name or other identification that is not that of the intended person...*

Under V.T.C.A. B&C § 3.203 (a) a transfer of the White Note through which rights can be acquired by a transferee is defined as a delivery from one person to another person.

*V.T.C.A. B&C § 3.203. Transfer Of Instrument: Rights Acquired By Transfer.*

*(a) An instrument is transferred when it is delivered by a person other than its issuer for the purpose of giving to the person receiving delivery the right to enforce the instrument.*

When Fifth Third Bank signed away all rights to the White Note to an as-of-yet-unnamed payee, Fifth Third Bank did not deliver the White Note to another person as required of a transfer through which rights can be acquired.

Beside the fact that all rights were released upon signature, or that the signing away of all rights did not accomplish a negotiation of the White Note, Fifth Third Bank no longer has the entire rights to the White Note. Fifth Third Bank must have an entire interest in the White Note for a negotiation to occur. The intangible interest in the White Note has been transferred to the FNMA 2020-009 Trust. Fifth Third Bank can no longer claim the entire rights to the White Note.



Fifth Third Bank can not accomplish a negotiation of the White Note.

Under V.T.C.A. B&C § 7.501 Fifth Third Bank is now the only party that can accomplish a negotiation of the White Note. Under V.T.C.A. B&C § 3.203 (d), a negotiation of the White Note can not occur until Fifth Third Bank regains an entire interest in the White Note. Fifth Third Bank can not accomplish a negotiation of the White Note because Fifth Third Bank can no longer claim the entire rights to the White Note. A negotiation of the White Note can not occur until Fifth Third Bank regains the entire rights to the White Note.

*V.T.C.A. B&C § 7.501, Form of Negotiation and Requirements of Due Negotiation*

*(a) The following rules apply to a negotiable tangible document of title:*

*(1) If the document's original terms run to the order of a named person, **the document is negotiated by the named person's endorsement and delivery**... (emphasis added)*

*V.T.C.A. B&C § 3.203. Transfer Of Instrument; Rights Acquired By Transfer.*

*(d) If a transferor purports to transfer less than the entire instrument, negotiation of the instrument does not occur. The transferee obtains no rights under this chapter and has only the rights of a partial assignee.*

Great Western Financial Services, Inc., transferred the rights to the White Intangible Obligation to Fannie Mae, and Fifth Third Bank released the rights to the White Note without naming a transferee. The rights to the White Intangible Obligation were transferred to the FNMA 2020-009 Trust so the White Note will travel on without the rights to the White Intangible Obligation. Whoever becomes the transferee of the White Note, through being named payee, will not acquire the right to enforce the White Note.

**The Terms of the White Deed of Trust have been Violated and the White Deed of Trust is Unenforceable**

Fifth Third Bank has released all rights to the White Note to an as-of-yet-unnamed payee. The White Deed of Trust as a contract can only enforce its contractual terms against the obligation evidenced by the White Note.

The White Deed of Trust is governed by Texas Law. Texas Law and Federal Law recognize and require proper recordation of assignment to transfer ownership of the White Deed of Trust.

From the White Deed of Trust:

*16. **Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract.*

There is no assignment of the White Deed of Trust recorded in the Denton County Recorder's Office. Therefore, Great Western Financial Services, Inc., still has the rights to the White Deed of Trust. However, having released, through signature, rights to the White Note evidencing the obligation, those rights now have nothing to enforce the White Deed of Trust contractual terms against. The White Deed of Trust is an unenforceable contract.

Under long existing contract law, if the terms of a contract are violated, affecting the conditions under which the Payor is obligated, without the properly evidenced consent of the Payor, that contract is void and cannot be returned to without the consent of the Payor. Even if the rights to the White Note and the rights to White Deed of Trust could be rejoined, the White Deed of Trust, as a now unenforceable contract, no longer being tied to an obligation to enforce its contractual terms over, can not be returned to being an enforceable contract without Alaina Michelle White and Zachary Wayne White's consent.

The FNMA 2020-009 Trust has rights to the White Intangible Obligation. the FNMA 2020-009 Trust is not named as payee on the White Note and does not now have rights to the White Note. For the FNMA 2020-009 Trust to gain rights to the White Note, the FNMA 2020-009 Trust would each and all have to be named payee.

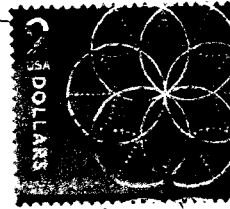
Because the rights to the White Deed of Trust were separated from the rights to the White Intangible Obligation, and will remain separate, the White Deed of Trust is left with no way to

enforce its conditions over the obligation which should be evidenced by the White Note, making the White Deed of Trust an unenforceable contract.

. The Interest in the White Intangible Obligation was separated from the rights to the White Note and the rights to the White Deed of Trust, leaving the White Note no Intangible Obligation to evidence and the White Deed of Trust no Intangible Obligation to enforce conditions over.

. Great Western Financial Services, Inc., retained no beneficial interest in the White Intangible Obligation after selling the White Intangible Obligation to Fannie Mae shortly after the December 23, 2019 signing. No acceptable assignments of the White Deed of Trust to the FNMA 2020-009 Trust have been recorded into the Official Records of the Denton County Recorder's Office. There is no evidence of negotiations of the White Note to the FNMA 2020-009 Trust. With no properly-recorded owner of the White Deed of Trust, there is no one to enforce the conditions over the White Intangible Obligation which is no longer evidenced by the White Note. The White Intangible Obligation is no longer secured by the White Property.

. Having no specific properly secured owner of the limited beneficial interest of the White Note, there is no way to enforce the stripped-away White Intangible Obligation through the White Note.



2/8/23

Private Registered Notice of Stipulations of Surety Subrogee

RF 386 680 155 US

To: Daniel Avita, Executive Director  
Texas Department of Motor Vehicles  
1000 Jackson Ave  
Austin, Texas 78731

Greetings Daniel,

I, Zachary Wayne of the Family White (hereinafter "Orator"), of sound mind and body, competent of handling my affairs, do hereby state the following is true and correct to the best of my knowledge and ability.

Orator is authorized representative and surety for Principal Debtor, ZACHARY WAYNE WHITE. It is Orators freewill act and deed to mandate Notice of the following:

1. State of Texas Certificate Of Live Birth (Annex A)
2. State of Texas Driver's License (Annex B)
3. United States Social Security Card (Annex C)

Stipulations

I, hereinafter "Surety" am not a volunteer to all accounts herein pertaining to the Social Security Identifier ending in 2722. And, these arrangements, without other sufficient consideration, enforced by your bond statutes, codes, regulations and Emergency Banking Relief Act of 1933, whereby I am excluded, devolves upon me as secondarily liable for the above-named accounts and surety thereof creating an equitable suretyship for which Surety entitled to require the following non-negotiable and irrevocable stipulations:

4. Surety is not the Registered Agent for accounts (Annex A-C) and that all service of process be served upon the Principal Debtor of the State of Texas identified in Annex A.
5. If any claim, citation, infraction, assessment, charge, levy, lien or encumbrance be brought against Surety or Surety's property to satisfy any of the above-listed account liability where its is shown that the Principal Debtor refuses to pay or is insolvent, Surety shall require that all due process be brought within the protections and security of private civilian due process of law protected under the written Constitution of the United States of America of Article III, sec. 2, sub. 1;
6. That any military or municipal jurisdiction proceeding by Creditors against Surety or military or municipal mode of acquiring jurisdiction over Surety to be void and abated on their face in violation of number 5, above.
7. Subrogee shall not be held liable in any court for or in respect to anything done or omitted in pursuance of any order, rule, or regulation made by the President under the authority of the Executive order 2010, et al.

If any of these stipulations are violated then the Creditor shall immediately exonerate me as secondarily liable of these accounts, releasing me from any liability whatsoever and all Surety's interest from subrogation to the above-listed Accounts shall stay in effect.

Silence is Acquiescence to these stipulations; a general response on your part is a nullity and deemed acquiescence.

This is my freewill act and deed, under my hand and seal:



Zachary-Wayne White, Authorized Representative for ZACHARY WAYNE  
WHITE TRUST



*[Handwritten Signature]*

3<sup>RD</sup> PARTY WITNESS

*[Handwritten Signature]*

3<sup>RD</sup> PARTY WITNESS

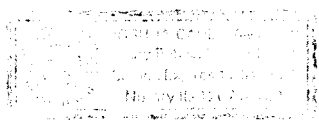
*[Handwritten Signature]*

3<sup>RD</sup> PARTY WITNESS

State of Texas,

County of Denton,

On this 2nd day of August 2023, before me the subscriber,  
(Sheri L. Hanson), personally appeared ZACHARY WAYNE WHITE, to  
me known to be the living man described in and who executed the foregoing  
instrument and acknowledged before me that he executed the same as his freewill  
act and deed.



*[Handwritten Signature]*  
\_\_\_\_\_  
(NOTARY PUBLIC)



28 5/8/23

**Notice to the Public of Discharge in the form of an Affidavit.**

I, Zachary-Wayne: White do hereby swear under penalty of perjury that the following statements and annexed documents are true, correct and done in good faith to the best of my knowledge.

This document is intended to notify all interested parties that a lawful discharge of the debt associated with the property at 201 N Garza Rd, Shady Shores Texas 76208,

And having the description:

**LOT 1, LEWELLEN PLACE, AN ADDITION TO THE TOWN OF SHADY SHORES, DENTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN DOCUMENT NUMBER 2019-497, PLAT RECORDS OF DENTON COUNTY, TEXAS.**

Parcel ID Number: **36105 & 657112**  
has occurred.

I, Zachary-Wayne: White, attest that I made a Tender of Payment to Fifth Third Bank, National Association for the entire payoff amount of \$506,357.64 in the form of a Silver Surety Bond.

The stamp tax was paid in full on this document by affixing \$255 of \$5 stamps to the document and cancelling each stamp out as prescribed in the "COMPLETE SCHEDULE OF STAMP DUTIES, AS AMENDED BY THE ACTS OF CONGRESS, APPROVED MARCH 3<sup>RD</sup>, 1863".

A duplicate original without stamp duty affixed, and additional documents included with the Tender of Payment are provided in ANNEX A. Proof of delivery is provided in ANNEX B.

The Tender was delivered to Fifth Third Bank, National Association via registered Mail # "RF386 680 01 4US" in good faith on 3/23/2023 at the following address:

Fifth Third Bank  
5001 Kingsley Drive  
MD 1MOBAL.  
Cincinnati, OH 45227

The Instrument was made payable to the order of Fifth Third Bank, National Association.

Fifth Third Bank made no objection to the Tender of Payment at the time of tender.

Fifth Third Bank did not credit the account with the funds tendered.

Fifth Third Bank has failed to provide a receipt for the Tender of payment.

I have made multiple requests for a receipt. Fifth Third Bank has not made any statement refusing to provide a receipt for the Tender of Payment, they simply have not sent one.

Fifth Third Bank continues to attempt to collect the debt for which the tender was made.

Three notices have been delivered to Fifth Third Bank regarding the Tender of Payment. Copies of those notices along with their proof of delivery to Fifth Third Bank are provided in ANNEX C, ANNEX D, and ANNEX E respectively.

Fifth Third Bank has made general responses which are without coherence to the issue. The responses did not address the Tender made in good faith. The responses also lacked the

credibility which is gained using a notary. Furthermore, the general responses were not sent to the address specified in my notices.

Ample time was given with each notice for Fifth Third Bank to respond in a valid way.

Neither I, nor my notary, have received a single valid response to any of the notices I have sent regarding the Tender of Payment, Discharge of the Debt, or closure of account ending in 6072.

Considering that no objection of any kind has been made to the Tender, either at the time of Tender, or afterwards, and the instrument was not returned, one can only presume that Fifth Third Bank has sold the instrument or kept it and is using it for their own purpose.

Whether they sold it or kept it for their own purpose is not important. Either way, the debt for which the instrument was tendered must be discharged.

A Final Statement of Discharge was sent for the subject debt to Fifth Third Bank NA. The Final Statement of Discharge was sent to:

Lisa D. Office of the President  
Fifth Third Bank  
5050 Kingsley Dr.  
Cincinnati, OH 45263

The Final Statement of Discharge along with the proof of delivery is provided in ANNEX F.

Fifth Third Bank has been notified that any further attempts to collect the debt which is now discharged will result in a Harassment Fee of \$10,000 per occurrence.

By: Zachary-White

Zachary-Wayne: White

Authorized Representative/Subrogee

All rights reserved.

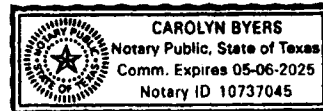
**JURAT**

State of Texas  
County of Denton

Sworn to and subscribed before me on the 15<sup>th</sup> day of August 2023, by Zachary-Wayne: White.

(Seal)

Carolyn Byers  
Notary Public Signature





---

# Annex A

Registration number: RF386680080US

# SILVER SURETY BOND

County of Denton  
State of Texas



I, zachary-wayne of the white family, hold in my possession United States minted silver coin (see affidavit of silver surety recorded with county of Denton) and do hereby enter myself security for ZACHARY WAYNE WHITE costs related to account C080165-2 at Shady Shores Municipal Court and acknowledge myself bound to pay or cause to be paid (effect payment) the sum certain amount:

Three hundred Twenty <sup>00</sup>/<sub>100</sub> dollars (\$ 320.00)

to Shady Shores Municipal Court. I underwrite with my private exemption, ZACHARY WAYNE WHITE #463952722, the aforementioned cost.

Dated this 30th day of March 2023 A.D.

Zachary-Wayne White  
Zachry-Wayne of the White family, Authorized Representative/Subrogee

All rights reserved

Pay to the order of:  
Shady Shores Municipal Court

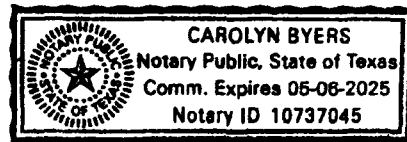
County of Denton                    )  
  )            Jurat  
State of Texas                        )

Personally appeared this day before me, zachary-wayne of the white family, of the County and State aforesaid, to me known to be the living man described in and who executed the foregoing instrument, surety on the bond of ZACHARY WAYNE WHITE AND ALAINA MICHELLE WHITE, HUSBAND AND WIFE, being duly sworn, deposes and says that he is of sound mind and body and does enter himself as surety under his own freewill.

Subscribed and sworn to before me, Carolyn Byers, a Notary Public in Texas.

Carolyn Byers  
Signature of Notary

Date May 6, 2025  
My commission expires:





Registration number: RF 386 680 014 US

# SILVER SURETY BOND

County of Denton  
State of Texas



I, zachary-wayne of the white family, hold in my possession United States minted silver coin (see affidavit of silver surety) and do hereby enter myself security for costs related to account # 300316072 (also known as loan #1907060435 or MIN: 100534300000603305) at Fifth Third Bank, National Association and acknowledge myself bound to pay or cause to be paid (effect payment) the sum certain amount: five hundred and six thousand three hundred and fifty seven dollars and sixty four cents (\$506,357.64) to Fifth Third Bank, National Association. I underwrite with my private exemption, ZACHARY WAYNE WHITE #463952722, the aforementioned cost.



Dated this 20th day of March 2023 A.D.

*Zachary Wayne White*

Zachry-Wayne of the White family, Authorized Representative Subrogee



rights reserved

Pay to the order of:  
Fifth Third Bank, National Association



County of Denton )  
) Jurat  
State of Texas )

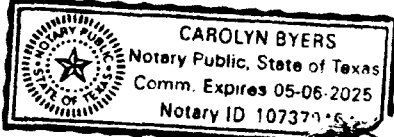


Personally appeared this day before me, zachary-wayne of the white family, of the County and State aforesaid, to me known to be the living man described in and who executed the foregoing instrument, surety on the bond of ZACHARY WAYNE WHITE AND ALAINA MICHELLE WHITE, HUSBAND AND WIFE, being duly sworn, deposes and says that he is of sound mind and body and does enter himself as surety under his own freewill.



Subscribed and sworn to before me, *Carolyn Byers* a Notary Public in Texas.

*Carolyn Byers*  
Signature of Notary Date 3/20/2023  
My commission expires: June 6, 2025



**PROJECT**



Registered mail # *RF 386 680 014 49*

From/ respond to:

Zachary-Wayne: White

[201] n Garza Rd

Shady Shores, Texas [76208]



## Notice Tender of Payment Valid

Notice to Agent is Notice to Principal  
Notice to Principal is Notice to Agent

To: Timothy N. Spence

CEO Fifth Third Bank, NA

Enclosed, you will find a Registered Silver Surety Bond. I have sent it to you as Tender of Payment of the full amount in accord and satisfaction for account # 300316072. The documentary stamp tax has been paid, a copy of this correspondence and a copy of the bond has been sent to the IRS to ensure it is easy for you to redeem the bond. Please settle and close the account. Please refund via check or money order any amount in excess of the amount due.

There are no legitimate reasons to dishonor the enclosed Negotiable Instrument. It is presented under the authority of House Joint Resolution 192, Public Law 73-10, UCC 3-104(c), *Spencer v. Sterling Bank*, 63 Cal Ap. 4th 1055 (1998), *Guaranty Trust Co. Of NY v. Henwood et al*, 307 U.S. 247 (FN3),

Seventy two (72) hours form the delivery of this tender of payment, It is considered accepted. Please send receipt for discharge to the address on file within 5 working days.

As everyone should know, lawful money was removed from our economy by congress in 1933 by HJR 192 (House Joint Resolution) and replaced with negotiable instruments. These negotiable instruments are considered as legal tender on the same par and category as Federal Reserve notes. They represent a mortgage on all the homes and personal property of all the American people. This mortgage was placed without proper legal authorization by congress and the Supreme Court required that a remedy had to be given to the American people who were principals and sureties for the national debt. This remedy is to discharge debt for the people who demanded it. We the People were made private bankers according to the law with the authority to issue notes to discharge lawful debts. This must remain in effect until lawful money and the property is returned to, We the People without any encumbrances.

HJR-192, Public Law 73-10 and Title 31 USC 5118 prohibits Banks/creditors from demanding any specific specie of payment. All Banks must process lawful United States currency. Failure to do so is "interference

with commerce", a felony under the RICO ACT, 18 USC 1951. If you believe you have a lawful reason to "Dishonor" this negotiable instrument you must return it to the address above with lawful reason(s) fully stated and cited, sworn under your unlimited liability. Failure to provide lawful reason(s), or to misdirect this instrument, is grounds for a complaint to the FTC under the FDCPA (Fair Debt Collection Practices Act), 15 USC 1692a1. It is your duty to honor this instrument for payment, to know, abide by and operate under the law. 18 USC 8 applies. Commercial instruments are legal tender for the payment of debt in accordance with 31 USC 5118 and other statutes/code. Failure to process and credit the intended account will result in a request of the Postal Inspectors office to investigate the present situation. I will also inform the IRS, via form 3949A Information referral to the CID (Criminal Investigation Division).

Failure to accept this Note for deposit and discharge of this debt is lawfully considered theft, fraud, conspiracy, collusion, racketeering, and denial of due process. I believe there is no evidence to the contrary. Otherwise, provide lawful proof of claim by presenting to me lawful document/s that show that you have the lawful authority to dishonor my bond. Failure to provide lawfully documented evidence that is certified lawful, true, and correct by notarized affidavit that is signed under penalties of the law including perjury will be default. Failure to honor this legal tender requires you to; Surrender all public hazard bonds, corporate bonds, blanket bonds, insurance policies, CAFR funds, 401-k(s), 801k(s), retirement funds, personal wealth and properties, or any other source of revenue as needed to cure your dishonor in commerce and submit to the authorities for criminal prosecution.

Evidences of debt are not money and are not legal tender (checks, credit cards, lines of credit, demand deposits, credit, letters of credit, and checkbook money). Howard & Foster Co. v. Citizens National Bank of Union. 33 S.C. 202, 130 S.E. 758

Norton Grocery Co. v. Peoples' Nat. Bank, 144 S.E. 501, 151 Va 195

"Checks, drafts, money orders, and bank notes are not lawful money of the United States". State v. Neilon 73, Pac. 3211, 43 Ore. 168

"A national bank cannot lend its credit to another by becoming surety, endorser, or guarantor for him, such an act being ultra vires." Merchants Bank v. Baird 160 F. 642

Please take note:

The rights of "presentment and notice of dishonor" per the typical meaning, are intact for the agreement between the parties. It has come to my attention that there was a waiver on the note:

"9. WAIVERS

I and any other person who has obligations under this Note waive the rights of Presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid."

Only the right to require the Note Holder to demand payment and the right to require the Note Holder to give notice to other persons that amounts due have not been paid are waived. All other rights remain intact.

I will expect the foreclosure to be cancelled prior to March 31st 2023.

I will call AVT title services on Monday April 3rd. If the trustee sale is still scheduled, criminal complaints will be submitted with the appropriate organizations and civil actions will be started with the local United States District Court by the end of the day. As the man who is ultimately responsible for the actions of Fifth Third Bank, and the man in receipt of this notice and tender of payment. You (among others) will be named specifically on claims and complaints. Please understand this document is not intended to threaten, harass, hinder, or obstruct any lawful operations. It is for the purpose of obtaining lawful and legal remedy as is provided by law and tendered with honorable intent.

Silence is Acquiescence, Agreement, and Dishonor

Date 3/20/23

By: Zachary Wayne White  
zachary-wayne: white

Authorized representative/Subrogee.  
All rights reserved.

CERTIFICATE OF ACKNOWLEDGMENT

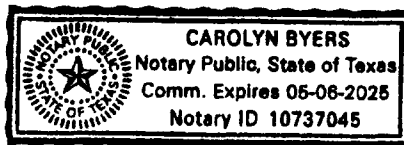
The State of Texas  
County of Denton

Before me, Carolyn Byers Notary Public

on this day personally appeared zachary-wayne: white known to through Texas Driver's License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

(Seal)  
Given under my hand and seal of office this 20 day of March, 20 23

Carolyn Byers  
(Notary's Signature)  
Notary Public, State of Texas





Zachary-Wayne: White  
[201] N Garza Rd  
Shady Shores Texas [76208]

**AFFIDAVIT OF SILVER  
SURETY**

State of Texas

County of Denton

**Introductory Certification**

Zachary-Wayne: White, the Undersigned Affiant, hereinafter "Affiant," does hereby solemnly affirm, declare, and state as follows:

1. Affiant is competent to state the matters set forth herewith.
2. Affiant has personal knowledge of the facts stated herein.
3. All the facts stated herein are true, correct, complete and not frivolous, in accordance with Affiant's best firsthand knowledge and understanding, and if called upon to testify as a witness Affiant shall so state.

**Plain Statement of Facts**

1. On **March 17th in the year of our lord 2023** I, Affiant, did count out twenty-one (21) united States of America silver dollars in the presence of witnesses, Kevin Delgado of Denton and Lauren Rodriguez of Swager
2. All twenty-one (21) united States of America silver dollars in coin where dated pre-1933 issue.
3. Affiant had both witnesses verify the count of twenty-one (21) united States of America silver dollars.
4. Affiant had the witnesses verify the dates on each coin, as pre-1933 issued united States of America silver dollars.
5. Affiant did take back all twenty-one (21) united States of America silver dollars into his possession to be held indefinitely.
6. Affiant, does hereby make this surety, pledge, bond under My seal, as full faith and credit guarantee under Seal in Lawful money of account to any Lawful Bill duly presented to the undersigned, in the matter of correct public judicial actions in the forum of Original Rules, Original Jurisdiction, for the

benefit and credit of the particular private party listed above.

- 7. Affiant's stated use for the united States of America silver dollars is to be as a silver dollar bond establishing by witness of the undersigned, the good credit, in the sum certain amount of at least twenty-one (21) dollars in silver coinage, .900 fine, minted by the American Treasury, united States of America, pre-1933 issue, Lawful specie dollars of the united States of America, available to bond the actions of the private party listed as Affiant while in the State of Texas and/or United States.
- 8. The Affiant now has a bond in tender of twenty-one (21) silver dollars, Coinage Act of A.D. 1792, Bond of Identity and Character as proof positive, competent evidence, that Affiant cannot be bankrupt, the causa debeni, cannot be under the doctrine of cession bonorum, or a forma pauperis, dolus trust.

Zachary Wayne White  
 Zachary-Wayne: White  
 [201] N Garza Rd  
 Shady Shores Texas [76208]

Kevin Delgado  
 Witness signature  
Kevin Delgado  
 Name  
1501 S Loop 238 #104  
Denton, Texas 76205  
 Address

Lauren Rodriguez  
 Witness signature  
Lauren Rodriguez  
 Name  
Sanger, TX 76266  
 Address

Dated this 17<sup>th</sup> (A2) day of the month of March, 2023

Further Affiant saith naught.  
 Without prejudice.

Zachary Wayne White  
 Affiant's Name, Authorized Representative

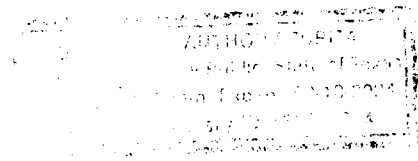
NOTARY'S ACKNOWLEDGMENT.

"The State of Texas,  
 "County of Denton,  
 "Before me Anthony Zerk A Notary on this day personally appeared zachary-wayne:white,



known to me through Texas Drivers License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

*Colby Smith* (Seal)  
"Given under my hand and seal of office this 17th day of March, A.D., 2023



55  
USA  
3/20/23

Fifth Third Bank  
5001 Kingsley Drive  
MD 1MOB19  
Cincinnati, OH 45227-5300

*Tender of Payment*  
*Enclosed*



FIFTH THIRD BANK

ZACHARY WAYNE WHITE  
ALAINA MICHELLE WHITE  
201 N GARZA RD  
SHADY SHORES TX 76208

Date: 3/14/23  
Account: \*\*\*\*\*6072  
Collateral: 201 N GARZA RD  
SHADY SHORES, TX 76208

**Important Information Regarding Your Loan Payoff**

Dear ZACHARY WAYNE WHITE and ALAINA MICHELLE WHITE.

We appreciate having you as our customer and are responding to your recent request for the payoff amount for the loan referenced above. Please review the information below, as there are additional steps you need to take related to paying off your loan. **If you have any questions about this process, please contact us at 800-375-1745, option 3.**

**Your payoff calculation**

Please note that this payoff is subject to final verification by Fifth Third Bank.

Interest is paid through:	11/01/20	
Payoff amount good through:	04/03/23	
Current principal balance:		\$ 402,654.44
Total interest owed through:	04/03/23	\$ 40,230.49
Pre-payment penalty:		\$ 0.00
Past due escrow / impound required:		\$ 41,325.49
FHA / Mortgage Insurance premium:		\$ 381.26
Optional insurance:		\$ 0.00
Late charges due:		\$ 395.92
Fees required with payoff funds:		\$ 30.00
Fees & costs currently assessed:		\$ 21,340.04
Outstanding attorney fees & costs:		\$ 0.00
Unapplied funds / funds to be credited:		\$ 0.00
<b>Total Payoff Amount:</b>		<b>\$ 506,357.64</b>

\*Interest on construction loans is based on an actual calendar month, all other loans are calculated on a 30-day period.

**Making your payment**

Please note the following about making your payment:

- Additional fees and costs may be incurred after we have issued your payoff quote. Therefore, when you are ready to make your payment, you will need to verify the final payoff amount by calling us at 800-375-1745, option 3.
- You can make your payment in any of the following ways: cashier's check, certified check, wire transfer or attorney's escrow check made payable to Fifth Third Bank, N.A. Please include your account number, name and/or attorney's name and phone number with all payments.

- **If sending a cashiers check or official check**  
Make the check payable to Fifth Third Bank, N.A. and be sure to include a copy of this statement.

**Mail to:** Fifth Third Bank  
5001 Kingsley Drive  
MD 1MOBAL  
Cincinnati, OH 45227

- **If transmitting funds by Western Union Quick Collect**  
Be sure to include your Fifth Third loan account number, and use this information to send your payment:

**Payable to:** Fifth Third Bank, N.A.  
**Code City:** NCC  
**Code State:** OH  
**Reference:** 300316072

- Payments cannot be made at Fifth Third offices.
- If we will not receive the payoff before your next payment due date, you will need to make that month's payment to avoid late charges or interest that is accrued on a monthly basis.

#### **Cancelling your automatic payments**

If you're having your monthly payments made automatically, these will continue to be deducted from your account until you contact us to cancel. Please call Fifth Third Auto BillPayer® at 800-837-2000 to discontinue these payments so that they do not continue after your loan is paid in full.

#### **Your responsibility for property taxes and insurance**

Once your loan is paid off, we will close your escrow account as well as the loan. You will need to contact your city or county taxing authority to determine if any upcoming taxes are unpaid; get copies of any outstanding tax bills; and make arrangements to have all future tax billing sent to directly you.

Likewise, please contact your insurance agent so that future billing for homeowners and/or flood insurance is also sent to you directly.

#### **Escrow funds**

We will send any overpayment or remaining funds in your escrow account to you within 10 business days of receipt of your payoff.

#### **How to reach us**

If we can provide assistance in any way, please contact us at 800-375-1745, option 3, Monday through Friday, 8 a.m. to 5 p.m., ET.

Again, thank you for banking with us.

Sincerely,

Fifth Third Bank

**BANKRUPTCY NOTICE.** To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this letter is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, Creditor retains rights under any security instrument that may exist related to this account, including the right to foreclose its lien (if applicable). Any negotiations or arrangements entered into do not constitute a waiver of your discharge, an attempt to collect against you personally or an attempt to revive your personal liability for the debt.

**Fax Opt-Out Disclosure:** If you wish to discontinue receiving future faxed messages or advertisements from Fifth Third Bank NA or its affiliates, please send your request to us marked "Fax Opt-Out Request" by email at [www.53.com](http://www.53.com) using the **Contact Us** link, by fax at (513) 358-6020, or by phone via Customer Service at (800) 972-3030. You must specify the fax machine phone number covered by your request. Your request will be processed within a reasonable time period. Thank you for your assistance.

**Confidentiality Disclosure:** This transmission contains information that is confidential and may be privileged. It is intended only for the addressee(s) named within. If you receive this message in error, please do not read, copy or disseminate it in any manner. If you are not the intended recipient, any disclosure, copying, distribution, or use of the contents of this communication is prohibited. Please reply to the message immediately by informing the sender that the message was misdirected. After replying, please destroy the message and erase it from your computer system. Your assistance in correcting this error is appreciated.

**IRS Circular 230 Disclosure:** To ensure compliance with requirements imposed by the IRS, we inform you that any U.S. tax advice contained in this communication (including any attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Service code or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein. Thank you.

# Annex B

Tracking Number:

Remove X

## RF386680014US

Copy

Add to Informed Delivery (<https://informedelivery.usps.com/>)

### Latest Update

Your item has been delivered and is available at a PO Box at 12:13 pm on March 23, 2023 in CINCINNATI, OH 45263.

### Delivered

Delivered, PO Box

CINCINNATI, OH 45263

March 23, 2023, 12:13 pm

[See All Tracking History](#)

Feedback

---

**Text & Email Updates**



---

**Product Information**



**See Less ^**

Track Another Package

Enter tracking or barcode numbers

## Need More Help?

Contact USPS Tracking support for further assistance.

# Annex C

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To whom it may concern,

The duplicate original of the document titled "Re: Dispute of Account #300316072 under Title (12 CFR 1026.13)" and corresponding certificate of non-response were accidentally destroyed. Therefore, a copy could not be produced.

The purpose of including a copy of that notice is to record the content of the notice and to prove that it was received by Fifth Third Bank. The destroyed document, being the first of 3 notices on the same issue, can reasonably be presumed to be consistent with the other 2 notices in content. I offer a general response from Fifth Third Bank to the letter as my proof of delivery.

---

Zachary-Wayne White

Authorized Representative, Subrogee

All Rights Reserved





## FIFTH THIRD BANK

5050 Kingsley Drive  
MD 1MOCOP  
Cincinnati OH 45263

Zachary White  
201 North Garza Road  
Shady Shores TX 76208

Date: May 26, 2023  
Account: \*\*\*\*\*6072

### Regarding Your Mortgage Loan

Dear Zachary White:

Thank you for your letter to the Bank concerning your Mortgage Loan. In order to fully respond to your concerns, we have opened issue #2023052300305. A letter providing more information will be mailed to you at the address on file within fifteen (15) to twenty-five (25) days.

While Fifth Third Bank is the authorized mortgage servicer with rights to enforce the Note, Fannie Mae is the owner of the loan. If you have any additional questions while we research your concerns, please feel free to contact me directly at the number below. I would be happy to address any additional requests.

If you would like to contact the owner of your loan directly, please contact Fannie Mae directly at the address listed below:

Fannie Mae  
3900 Wisconsin Avenue, NW  
Washington DC 20016  
800-232-6643

We appreciate your patience while we research your request. If I could be of further assistance to you, please call me at 616-653-2084, or toll free at 866-360-5353, Monday through Friday, 8 a.m. to 5 p.m., ET.

Sincerely,

A handwritten signature in cursive script that reads "Lisa D.".

Lisa D.  
Office of the President

---

## Annex D

6/22/23

Zachary-wayne: white

[1301] Justin Rd

Suite [201] PMB1055

Lewisville Texas [75077]

certified mail # 7021 1970 0000 2044 4104



Lisa D., Office of the president

Fifth Third Bank

5050Kingsley Dr.

Cincinnati, OH 45263

**Re: Dispute of Account #300316072 under Title (12 CFR 1026.13) second notice. / Response to your letter titled: Regarding Your Mortgage Loan, and dated June 12<sup>th</sup>2023**

I am writing again to confirm that in good faith that I have tendered an instrument of payment to you in accord and satisfaction of the debt owed on account #300316072

This letter serves as a second formal notice of my dispute and request for the immediate discharge of the account #300316072 Amount \$506,357.64 as of date 03/23/2023.

The account should have been discharged and closed. A release of mortgage document should have been sent from Fannie Mae and Fifth Third Bank. That is, If Fannie Mae is actually the party that was named on the Fifth Third Indorsement of the promissory note. Fifth Third Bank has never proved that it is entitled to enforce the note. But, that is a topic for another time.

If the instrument received by Fifth Third Bank on March 23<sup>rd</sup> 2023 is insufficient or defective in some way for any reason, it is your responsibility to return the instrument at once. The fact that you have not done so, makes your letter titled "Regarding Your Mortgage Loan" and dated June 12, 2023, absurd on its face. The claims you have made therein are hereby rejected. I find it interesting that you sent this letter via UPS and not USPS. It makes me wonder if you sent the letter via UPS to avoid committing mail fraud.

If it is your position that the instrument, I tendered in good faith is invalid [which you have not said], Then explain in writing what about it is not valid. Take that statement to a notary public and swear under penalty of perjury that you are telling the truth and send me the resulting affidavit along with my instrument. [keep two points in mind: 1) I have read the laws statutes and codes pertaining to this topic and I am cognizant of the fact that a National Association Bank such as Fifth Third can easily treat my instrument as a cash item 2) 18 U.S. Code § 1621 Provides for up to 5 years imprisonment for perjury] Do not do anything short of that is acquiescence, tacit agreement and dishonor.

Also, there are a few facts that I must bring to your attention:

The Master Mortgage agreement and the trust indenture have been withheld from me. This is my formal written request for a copy of each.

A general response, such as a phone call, a written response which does not adequately address the subject at hand or one not sworn under penalty of perjury in front of a notary is a nullity. Failure to submit a written response certified and sworn in front of a notary under penalty of perjury within 14 days of verifiable delivery of this letter will result in a Certificate of Non-response to Second Notice. Non-response is acquiescence, tacit agreement and dishonor.

This is your second notice. You have 14 days to submit a valid response. Failure to do so will result in a Certificate of Non-response for Second Notice and a Third Notice. Continued non-response will result in a Certificate on Non-response to Third Notice and Final Statement of Discharge. Final statement of Discharge together with Notices and their Certificates of Non-response will become a Notice to Public of Discharge in the form of affidavit and will be recorded with Denton County.

To ensure that your valid response is received, you are hereby recommended to send 1 copy to me at the address at the top of this letter and one copy to my notary at the following address via certified or registered mail.

Justina Cole Hamlin  
PACK N MAIL  
4251 Fm 2161 St 230  
CORINTH TX 76020



zachary-wayne: white

Subrogee

all rights reserved.

**CERTIFICATE OF ACKNOWLEDGMENT**

The State of Texas

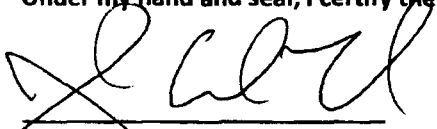
County of Denton

Notary's Certificate of Non-response to Second Notice

I JOSHUA CADE HAMILTON Notary public, attest that I have first-hand knowledge that the document "Dispute of Account #300316072 under Title (12 CFR 1026.13) second notice. / Response to your letter titled: "Regarding Your Mortgage Loan", dated June 12<sup>th</sup> 2023", Was delivered to the recipient's address.

(Note: The tracking information from certified mail # 7021 1970 0000 2044<sup>4/04</sup> incorrectly shows that the second notice was not delivered yet. It has been delivered and Fifth Third Bank has sent a general response which does not address the topic of discussion and was not sworn under penalty of perjury. Therefor it is considered a non-response per the stipulations in the second notice.)

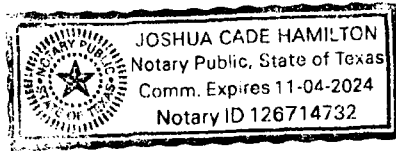
Under my hand and seal, I certify the above statements to be true and correct.



Notary signature

Date 7/21/2023

(Seal)



---

# Annex E



6/22/23

Zachary-wayne: white

[1301] Justin Rd

Suite [201] PMB1055

Lewisville Texas [75077]

certified mail # 7021 1970 0000 2044 ~~4104~~

4111

Lisa D., Office of the president

Fifth Third Bank

5050Kingsley Dr.

Cincinnati, OH 45263

**Re: Dispute of Account #300316072 under Title (12 CFR 1026.13) Third notice. / Response to your letter titled: Regarding Your Mortgage Loan, and dated July 6<sup>th</sup>2023.**

I am writing again to confirm that in good faith that I have tendered an instrument of payment to you in accord and satisfaction of the debt owed on account #300316072

This letter serves as a third formal notice of my dispute and request for the immediate discharge of the account #300316072 Amount \$506,357.64 as of date 03/23/2023.

The account should have been discharged and closed. A release of mortgage document should have been sent from Fannie Mae and Fifth Third Bank. That is, If Fannie Mae is actually the party that was named on the Fifth Third Indorsement of the promissory note. Fifth Third Bank has never proved that it is entitled to enforce the note. I would like Proof that Fifth Third is entitled to enforce the note as part of your response.

The Master Mortgage agreement and the trust indenture have been withheld from me. This is my second formal written request for a copy of each.


I received your general response which does not adequately address the subject at hand and is not sworn under penalty of perjury in front of a notary. Therefor it is a nullity.

Enclosed, You will find your copy of the certificate of non-response to second notice. This is your Third Notice. Failure to submit a written response certified and sworn in front of a notary under penalty of perjury within 14 days of verifiable delivery of this letter will result in a Certificate on Non-response to Third Notice and Final Statement of discharge.

The Final Statement of Discharge together with Notices and their Certificates of Non-response will become a Notice to Public of Discharge in the form of affidavit and will be recorded with Denton County and will sufficiently prove the satisfaction of all debt and obligation.

To ensure that your valid response is received, you are hereby recommended to send 1 copy to me at the address at the top of this letter and one copy to my notary at the following address via certified or registered mail.

Joshua Cade Hamilton  
PO Box N Mail  
4251 Fm 2181 STE 230  
Georgetown TX 76210



zachary-wayne: white

Subrogee

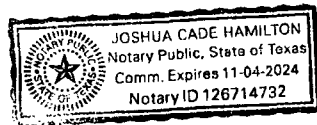
all rights reserved.

**CERTIFICATE OF ACKNOWLEDGMENT**

The State of Texas

County of Denton

Before me, Joshua Cade Hamilton on this day personally appeared zachary-wayne: white, proved to me through Texas Drivers License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.



(Seal)

Given under my hand and seal of office this 13 day of Nov, 2023.

(Notary's Signature)

Notary Public, State of Texas

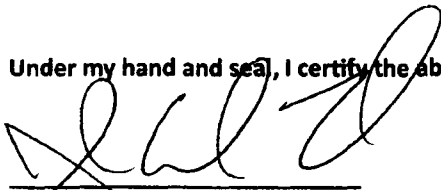


Notary's Certificate of Non-response to third Notice

I Joshua Cade Hamilton Notary public, attest that I have first-hand knowledge that the document "Dispute of Account #300316072 under Title (12 CFR 1026.13) third notice. / Response to your letter titled: "Regarding Your Mortgage Loan", dated July 6<sup>th</sup> 2023", Was delivered to the recipient's address on July 25<sup>th</sup> 2023.

I attest that the recipient was instructed to send a copy of the valid response to my mailing address. It has been at least 14 days since July 25<sup>th</sup> 2023 and I have not received a valid response to the subject letter.

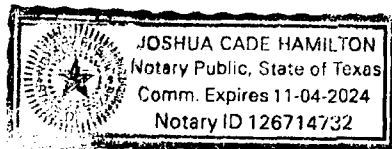
Under my hand and seal, I certify the above statements to be true and correct.



Notary signature

Date 8/10/23

(Seal)



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# Annex F

20  
[Redacted]  
9/8/23

From:  
Zachary-Wayne White  
[201] n Garza rd  
Shady Shores, Texas [75077]

To:  
Lisa D Office of the president  
Fifth Third Bank  
5050 Kingsley Dr.  
Cincinnati, OH 45263

7082 3330 0000 1092 4907

Final Statement of Discharge

Hello Lisa,

I have received your letter titled "Regarding your Mortgage Loan" dated July 7, 2023 along with the letter concerning Referral to Homeowners Assistance Department Dated July 18<sup>th</sup> and a copy of your June 12 letter titled "regarding you mortgage loan". I must tell you it is odd that they would all come in one envelope. Another oddity: I received a statement from the homeowners assistance team dated July 19<sup>th</sup> 2023 along with a letter with the same date in the same envelope instructing me to make trial payments in August September and October of 2021.

At this time, I am wondering if you all are working too many hours? Or, if you are confused about the issue at hand concerning my account.

I will address your letters one at a time:

1. The statement dated 7/19/2023

This should not have been generated or sent to me. My account should have been discharged and closed when you received my Tender of Payment

2. Letter dated 7/19/2023 instructing me to make plan payments in 2021

This should not have been generated or sent to me. My account should have been discharged and closed when you received my Tender of Payment. If I had not already tendered payment, this would still not be valid because I would not have been able to make payments two years before I received the letter instructing me to pay.

3. Letter dated 6/12/2023 Titled "Regarding Your Mortgage Loan",

You sent me this letter in the past. I have already responded to it.

To summarize my response: your letter is absurd on its face because you did not address the Tender of Payment and you did not have it notarized under penalty of perjury. Your claims of fraud were rejected. And, in case you meant to dispute the validity of my Tender of Payment, I gave very clear instructions to follow in order to properly do so.

Because you have not objected to the Tender of Payment in any way, I can only presume that it was accepted.

4. Letter dated 7/7/23 You referenced the Letter dated 6/12/2023 Titled "Regarding Your Mortgage Loan",

Please see response to 3 above.

You stated: "Further correspondence from you about this matter will be reviewed but not necessarily acknowledged" because you consider this issue closed.

This letter is your Final Statement of Discharge. There will be no further correspondence about this topic. We consider this issue closed. Further attempts to collect on this debt which is now discharged will result in a Harassment Fee of \$10,000 Per occurrence.

In final summary:

Fifth Third has received my Tender of Payment for \$506,357.64 (payoff amount).

I have proof it was delivered on 3/23/23.

Fifth Third bank has never disputed the fact that the Tender of Payment was Received.

Fifth third bank has not returned the instrument I tendered.

Fifth Third Bank has made no objection to the instrument I tendered.

Fifth Third Bank has made general responses which are without coherence to the issue. The responses also lacked the credibility which is gained using a notary. Furthermore, the general responses were not sent to the address specified in my notices.

I have now sent 3 notices. Each with ample time to respond in a valid way.

Neither I nor my notary have received a single valid response to any of the notices I have sent regarding the Tender of Payment, discharge of the debt and closure of account ending in 6072.

Therefore, the debt is discharged. Fifth Third Bank is estopped from any further collection activities regarding the debt that is now discharged. Any attempts to collect this debt, which is discharged, will result in a harassment fee of \$10,000 per occurrence.

Thank you for your time and attention to this matter.

  
all rights reserved

#### CERTIFICATE OF ACKNOWLEDGMENT

The State of Texas

County of Denton

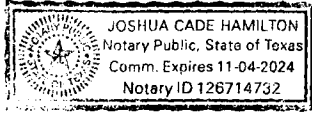
Before me, Joshua Coe Hamilton on this day personally appeared zachary-wayne: white, proved to me through Texas Drivers License to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

(Seal)

Given under my hand and seal of office this 9 day of August, 2023.

(Notary's Signature)

Notary Public, State of Texas



Tracking Number:

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## 70223330000010924907

[Copy](#)

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### Latest Update

Your item has been delivered to an agent for final delivery in CINCINNATI, OH 45263 on August 14, 2023 at 9:14 am.

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### Delivered to Agent

**Delivered to Agent for Final Delivery**

CINCINNATI, OH 45263

August 14, 2023, 9:14 am

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