

("RESPA"); and (7) breach of the duty of cooperation. Plaintiff also seeks attorney's fees, actual damages, nominal damages, mental anguish damages and exemplary damages relief.

2. CMI denies that Plaintiff is entitled to any of the relief she seeks.

BASIS FOR REMOVAL

3. CMI removes the State Court Action to this Court on the basis of federal question and diversity jurisdiction.

(1) Federal Question Jurisdiction

4. CMI removes the State Court Action on the basis of federal question jurisdiction.

5. A case may be removed to federal district court where such a court has original jurisdiction. 28 U.S.C. § 1441(a). Federal district courts have original jurisdiction over "all civil actions arising under the . . . laws . . . of the United States." 28 U.S.C. § 1331. A case arises under 28 U.S.C. § 1331 if a "complaint establishes either that federal law creates the cause of action or that the plaintiff's right to relief necessarily depends on resolution of a substantial question of federal law." See *Empire Healthchoice Assurance Inc. v. McVeigh*, 547 U.S. 677, 689-90 (2006). Further, the Fifth Circuit Court of Appeals has stated that "[t]he assertion of a claim under a federal statute alone is sufficient to empower the District Court to assume jurisdiction over the case and determine whether, in fact, the Act does provide the claimed rights." *Holland/Blue Streak v. Barthelemy*, 849 F.2d 987, 988 (5th Cir. 1988).

6. In this case, Plaintiff sued for violations RESPA. Accordingly, this Court has jurisdiction based on federal question and removal is proper in accordance with 28 U.S.C. § 1441(a) and 28 U.S.C. § 1331.

7. Additionally, this Court should exercise supplemental jurisdiction over Plaintiff's remaining state law claims because they are so related to the federal claims that they form part of

the same case or controversy. See 28 U.S.C. § 1367(a). As noted by the Supreme Court, "Section 1367(a) is a broad grant of supplemental jurisdiction over other claims within the same case or controversy, as long as the action is one in which the district courts would have had original jurisdiction." *Exxon Mobil Corp. v. Allapattah Servs., Inc.*, 545 U.S. 546, 558 (2005); see also *State Nat'l Ins. Co. Inc. v. Yates*, 391 F.3d 577, 579 (5th Cir. 2004) (explaining that 28 U.S.C. § 1367 grants federal courts jurisdiction to hear "claims that do not independently come within the jurisdiction of the district court but form part of the same Article III case or controversy"). Further, it is well-established that federal district courts have supplemental jurisdiction over state law claims that share a "common nucleus of operative fact" with federal claims. *Jamal v. Travelers Lloyds of Tex. Ins. Co.*, 97 F. Supp. 2d 800, 805 (S.D. Tex. 2000) (quoting *City of Chicago v. Int'l College of Surgeons*, 522 U.S. 156, 164-65 (1977)). This principle applies not only to cases originally brought in federal court, but also to those cases removed to federal court. *Id.* at 806.

8. Both the federal law claims and the state law claims revolve around the loan originated by Plaintiff and that encumbers the Property as well as CMI's efforts to exercise its rights under the loan and foreclose. Accordingly, supplemental jurisdiction exists with regard to all of Plaintiff's claims. Thus, removal of the entire State Court Action to this Court is appropriate.

(2) Diversity Jurisdiction

9. The State Court Action is also removable under diversity jurisdiction.

10. A case may be removed to federal court if it could have been brought in federal court originally. 28 U.S.C. § 1441. Lawsuits between citizens of different states in which the amount in controversy exceeds \$75,000 may be brought in federal court. 28 U.S.C. §

1332. Removal is proper in this case because there is complete diversity of citizenship between the parties and the amount in controversy exceeds \$75,000.00. 28 U.S.C. § 1332(a).

11. Removal is proper in this case because there is complete diversity of citizenship between the parties and the alleged amount in controversy exceeds \$75,000, exclusive of interest and costs. 28 U.S.C. § 1332(a).

i. Citizenship of the Parties

12. Plaintiff and CMI are citizens of different states.

13. Tarwonia Albrow is an individual and citizen of Harris County, Texas.

14. CMI is a New York corporation with its principal place of business located in O'Fallon, Missouri. Therefore, CMI is a citizen of New York and Missouri for diversity purposes. 28 U.S.C. § 1332(c).

15. As a result of the foregoing, the Parties are completely diverse.

ii. Amount in Controversy

16. Removal is proper where a defendant can show by a preponderance of the evidence that the amount in controversy is greater than the jurisdictional minimum. *See St. Paul Reinsurance Co. Ltd. v. Greenburg*, 134 F.3d 1250, 1253 n.13 (5th Cir. 1998) (“The test is whether it is more likely than not that the amount of the claim will exceed [the jurisdictional minimum].”); *see also White v. FCI USA, Inc.*, 319 F.3d 672, 675 (5th Cir. 2003) (affirming district court’s conclusion that it was “more probable than not” that damages were over \$75,000 where the total amount of relief was not stated in the petition). A defendant can meet its burden if it is “facially apparent” from the petition that the claims probably exceed \$75,000, or if the defendant introduces other evidence to show that the amount in controversy more likely than not exceeds \$75,000. *Manguno v. Prudential Prop. & Cas. Ins. Co.*, 276 F.3d 720, 723 (5th Cir. 2002); *Ham*

v. Board of Pensions of the Presbyterian Church, No. 3:04-CV-2692-P, 2005 U.S. Dist. LEXIS 3682, at *6-9 (N.D. Tex. Mar. 8, 2005); *Carnahan v. South Pac. R.R. Transp. Co.*, 914 F. Supp. 1430, 1431-32 (E.D. Tex. 1995),

17. Here, the subject of Plaintiff's dispute exceeds \$75,000.00. Plaintiff's claims all relate to CMI's lien on the Property and its ability to foreclose. When a suit seeks declaratory or injunctive relief relating to property, the value of the property determines the jurisdictional amount in controversy. See *Nation Star Mortgage LLC v. Knox*, 351 F. Appx. 844, 848 (5th Cir. 2007) (citing *Waller v. Professional Ins. Corp.*, 296 F.2d 545, 547-48 (5th Cir. 1961)). The Property is currently valued at \$180,413 per the currently available Harris County Appraisal District Records. Further, Plaintiff seeks actual and exemplary damages.

18. Plaintiff also seek attorneys' fees. It is well established in the Fifth Circuit that potential attorney's fees are part of the amount-in-controversy calculus. *White v. FCI USA, Inc.*, 319 F.3d 672, 675-77 (5th Cir. 2003) (affirming a district court's finding that attorney's fees are part of the amount in controversy); *Grant v. Chevron Phillips Chemical Co. L.P.*, 309 F.3d 864, 874 (5th Cir. 2002) ("[W]e hold that when there is state statutory authority for the court to award attorney's fees...such fees may be included in the amount in controversy."); *Ray Mart, Inc. v. Stock Building Supply of Texas, L.P.*, 435 F. Supp. 2d 578, 588 (E.D. Tex. 2006) (including potential award of attorney's fees in calculating the amount in controversy).

19. Consequently, based on the relief sought, the amount in controversy exceeds \$75,000.

20. For the reasons stated above, this Court has jurisdiction over this matter by virtue of diversity.

PROCEDURAL REQUIREMENTS

21. Venue is proper in this Court, as the State Court Action is pending within this district and division. 28 U.S.C. § 1441.

22. Pursuant to Southern District of Texas Local Rule 81, and 28 U.S.C. § 1446(a), this Notice of Removal will be accompanied by copies of the following:

- (a) An index of matters being filed is attached hereto as **Exhibit A**.
- (b) The state court docket sheet, all executed process in the case, all pleadings asserting causes of action, e.g. petitions, counterclaims, cross actions, third-party actions, interventions and all answers to such pleadings, all orders signed by the state judge is attached hereto as **Exhibits B.1 – B.12**.
- (c) A list of all counsel of record, including addresses, telephone numbers and parties represented is attached hereto as **Exhibit C**.

23. Simultaneous with the filing of this Notice of Removal, Defendant is filing a copy of the Notice in the 165th Judicial District Court of Harris County, Texas, pursuant to 28 U.S.C. § 1446(d). CMI will promptly give all parties written notice of the filing of this Notice of Removal as required by 28 U.S.C. § 1446(d).

JURY DEMAND

24. Plaintiff did not demand a jury in the State Court Action.

CONCLUSION

25. For these reasons, CMI hereby removes this action from the 165th Judicial District Court of Harris County, Texas to the United States District Court for the Southern District of Texas, Houston Division.

Respectfully submitted,

/s/ Robert T. Mowrey by perm. KLK

ROBERT T. MOWREY

rmowrey@lockelord.com

State Bar No. 14607500

Southern District Number: 9529

LOCKE LORD LLP

2200 Ross Avenue, Suite 2800

Dallas, Texas 75201-6776

(214) 740-8000 – *telephone*

(214) 740-8800 – *facsimile*

**ATTORNEY-IN-CHARGE FOR
DEFENDANT**

OF COUNSEL:

KURT LANCE KROLIKOWSKI

State Bar No. 24074548

Southern District Number: 1146373

RUSSELL A. STOCKMAN

State Bar No. 24110412

Southern District Number: 3351175

LOCKE LORD LLP

600 Travis Street, Suite 2800

Houston, Texas 77002-3095

(713) 226-1200 – *telephone*

(713) 223-3717 – *facsimile*

Unofficial Copy Office of Marilyn Burgess District Clerk

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been sent to all parties shown below, via electronic notification, certified mail return receipt requested, facsimile, or hand delivery on this the 20th day of September, 2019:

Robert C. Vilt
Kerry Prisock
Vilt and Associates, P.C.
7700 San Felipe St, Suite 330
Houston, TX 77063
clay@viltlaw.com
kerry@viltlaw.com
Fax: 713.877.1827

/s/ Kurt Lance Krolikowski
Kurt Lance Krolikowski

Unofficial Copy Office of Marilyn Briggs District Clerk

B.9	Proposed Order Granting Motion to Extend Temporary Restraining Order	9/11/2019
B.10	Order Setting Hearing	9/12/2019
B.11	Order Extending Temporary Restraining Order	9/12/2019
B.12	Defendant's Original Answer	9/13/2019
C	List of Counsel	N/A

Unofficial Copy Office of Marilyn Burgess District Clerk

2019-61600 / Court: 165

CAUSE NO. _____

TARWONIA ALBROW	§	IN THE DISTRICT COURT
	§	
v.	§	HARRIS COUNTY, TEXAS
	§	
CITIMORTGAGE, INC.	§	_____ JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR INJUNCTIVE RELIEF,
AND REQUEST FOR DISCLOSURES**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Tarwonia Albrow, Plaintiff herein, filing this her Original Petition, Application for Injunctive Relief, and Request for Disclosures complaining of CitiMortgage, Inc., Defendant herein, and for causes of action would respectfully show the Court as follows:

DISCOVERY

1. Plaintiff intends to conduct discovery under Texas Rules of Civil Procedure 190.3 (Level 2).

PARTIES

2. Tarwonia Albrow is an individual who resides in Harris County, Texas and may be served with process on the undersigned legal counsel.

3. CitiMortgage, Inc. is an entity formed under the laws of the State of New York which conducts business in Harris County, Texas and may be served with process as follows:

CitiMortgage, Inc.
 C/O CT Corporation System
 1999 Bryan Street, Suite 900
 Dallas, TX 75201

Exhibit B.1

JURISDICTION AND VENUE

4. The Court has jurisdiction over CitiMortgage, Inc. because the Defendant is an entity formed under the laws of the State of New York which conducts business in Harris County, Texas.

5. The Court has jurisdiction over the controversy because the damages are within the jurisdictional limits of the Court. Venue is mandatory in Harris County, Texas because the subject matter of this lawsuit involves real property which is located in Harris County, Texas. Further, all or a substantial part of the events or omissions giving rise to Plaintiff's causes of action occurred in Harris County, Texas thus venue is proper under §15.002(a)(1) of the Texas Civil Practice and Remedies Code.

RELEVANT FACTS

6. The subject matter of this lawsuit is the real property and the improvements thereon located at 6822 Lost Thicket Drive, Houston, TX 77085 (the "Property").

7. Tarwonia Albrow ("Albrow") purchased the Property on or about August 05, 2005. During the process of purchasing the Property, Albrow executed a Note in the amount of \$114,939.00 as well as a Deed of Trust in which SEACAP Mortgage, Inc. d/b/a Statewide Mortgage and Lending is listed as the Lender. A true and correct copy of the Deed of Trust is attached hereto as Exhibit "1" and incorporated herein for all purposes.

8. Upon information and belief, the Note and related Deed of Trust were subsequently transferred to CitiMortgage, Inc. ("CitiMortgage") for which Cenlar FSB ("Cenlar") acts as the loan servicer.

9. Albrow began to have financial difficulties early 2019. Realizing that she may soon become in default on her mortgage payments, Albrow began researching different loss

mitigation options with Cenlar.

10. Albrow was offered a loan modification review by Cenlar. A Cenlar representative assured Albrow that if she gathered and submitted all of the required documents along with a loan modification application, Cenlar would provide a full and fair review of her loan modification application, approve or deny the loan modification application, and provide an opportunity to appeal that decision if needed. The Cenlar representative also assured Albrow that if she completed the loan modification application with the requested documents, CitiMortgage would not foreclose on her Property until the loan modification process was complete (including the appeal if necessary).

11. In June 2019, Albrow submitted her complete loan modification application packet along with the requested documents.

12. Albrow checked on the status of her loan modification from time to time and provided updated bank statements to Cenlar until she received correspondence from CitiMortgage that her property is posted for a foreclosure sale on September 3, 2019. A true and correct copy of the Notice of Substitute Trustee's Sale is attached hereto as Exhibit "2" and incorporated herein for all purposes.

13. Instead of following proper procedure pursuant to the Texas Property Code as well as the related Deed of Trust, CitiMortgage failed to send a notice of default, provide the opportunity to cure, a notice of intent to accelerate the debt, and notice of acceleration of debt. Instead, CitiMortgage violated Albrow's due process rights by posting her Property for foreclosure sale. Specifically, the foreclosure scheduled to be conducted by CitiMortgage should be void as a matter of law because CitiMortgage did not provide Albrow with the statutory Notices pursuant to Sections 13 of the Deed of Trust. CitiMortgage's failure to provide Albrow

with the statutory Notices deprives Albrow of her due process rights and the opportunity to cure pursuant to Section 18 of the Deed of Trust.

14. Accordingly, Plaintiff alleges that CitiMortgage is about to wrongfully sell her Property at a foreclosure sale on September 3, 2019 in violation of the agreements between the parties, without proper and timely notice as required by Texas Property Code, and in violation of Federal Regulations regarding the loss mitigation process.

CLAIMS

AGENCY & RESPONDEAT SUPERIOR

15. Wherever it is alleged that Defendant did anything, or failed to do anything, it is meant that such conduct was done by Defendant's employees, principals, agents, attorneys, and/or affiliated entities, in the normal or routine scope of their authority, or ratified by Defendant, or done with such apparent authority so as to cause Plaintiff to reasonably rely that such conduct was within the scope of their authority. Plaintiff did rely to Plaintiff's detriment on Defendant's representatives being vested with authority for their conduct. Defendant is vicariously liable for the conduct of their employees, principals, agents, attorneys, affiliated entities, and representatives of Defendant's affiliated entities by virtue of respondent superior, apparent authority, and estoppel doctrines.

FIRST CAUSE OF ACTION: DECLARATORY JUDGMENT

16. To the extent not inconsistent herewith, Albrow incorporates by reference the allegations made in paragraphs 1 through 15 as if set forth fully herein.

17. Plaintiff seeks a determination of the rights of the parties pursuant to Tex. Civ. Prac. & Rem. Code Ann. § 37.001, *et seq.* (West). In particular, Plaintiff seeks a determination that the pending foreclosure sale of her Real Property is wrongful because Defendant failed to

properly follow the procedures as set forth in the Texas Property Code, as well as the Texas Constitution.

18. Further, Plaintiff seeks a determination that the pending foreclosure sale of her Real Property is wrongful because Defendant was enjoined from taking any action whatsoever to foreclose on Plaintiff's Property without first complying with the Texas Property Code.

A. Notice of Trustee's Sale

19. Section 51.002 of the Texas Property Code governs the sale of real property under deeds of trust or other contract liens. Tex. Prop. Code Ann. § 51.002 (West); *Holy Cross Church of God in Christ v. Wolf*, 44 S.W.3d 562, 569 (Tex. 2001). In particular, section 51.002(d) provides that "[n]otwithstanding any agreement to the contrary, the mortgage servicer ... shall serve a debtor in default ... with written notice by certified mail stating that the debtor is in default ... and giving the debtor at least 20 days to cure the default before notice of the sale can be given." *Id.* § 51.002(d). Section 51.002(b) states that notice of sale, in turn, must be given at least twenty-one days before the date of the sale and specifies various locations where the notice must be made available. *Id.* §§ 51.002(b)(1)-(3). In addition to the minimum statutory requirements, the deed of trust executed by the debtor-mortgagor usually details the agreed contractual terms and conditions for foreclosure of real property.

B. Amount of Debt

20. If the note secured by the property is an installment note payable in periodic payments, acceleration of an installment debt requires demand be made and an opportunity to cure the default be given. If the notice does not inform prospective bidders of the terms, conditions and amounts of the outstanding indebtedness, it can be argued the notice is ipso facto invalid. Even strong supporters of creditor's rights suggest the better practice is to detail the

default to the extent necessary to provide the mortgagor an opportunity to cure the default in the notice of sale. *See* Baggett, Texas Foreclosure Law and Practice, § 2.27 (1984).

**SECOND CAUSE OF ACTION:
BREACH OF CONTRACT**

21. To the extent not inconsistent herewith, Albrow incorporates by reference the allegations made in paragraphs 1 through 20 as if set forth fully herein.

22. The actions committed by CitiMortgage constitute breach of contract because:

- A. There exists a valid, enforceable contract between Albrow and CitiMortgage;
- B. Albrow has standing to sue for breach of contract;
- C. Albrow performed, tendered performance, or was excused from performing her contractual obligations;
- D. CitiMortgage breached the contract; and
- E. The breach of contract by CitiMortgage caused Albrow's injury.

**THIRD CAUSE OF ACTION:
PROMISSORY ESTOPPEL**

23. To the extent not inconsistent herewith, Albrow incorporates by reference the allegations made in paragraphs 1 through 22 as if set forth fully herein.

24. The actions committed by CitiMortgage constitute promissory estoppel because:

- A. CitiMortgage made a promise to Albrow whereby CitiMortgage agreed to provide Albrow with a good faith loan modification review;
- B. Albrow reasonably and substantially relied on the promise to her detriment;
- C. Albrow's reliance was foreseeable by CitiMortgage; and

D. Injustice can be avoided only by enforcing CitiMortgage's promise.

**FOURTH CAUSE OF ACTION:
VIOLATIONS OF THE DECEPTIVE TRADE PRACTICES ACT**

25. To the extent not inconsistent herewith, Albrow incorporates by reference all facts alleged above, herein, and below,

26. The Texas Deceptive Trade Practices Act ("DTPA") grants "consumers" a cause of action for false, misleading, or deceptive acts or practices. See Tex. Bus. & Com. Code § 17.50(a)(1). The DTPA defines a "consumer" as "an individual who seeks or acquires by purchase or lease, any goods or services." Tex. Bus. & Com. Code § 17.45(4); *Amstadt v. U.S. Brass Corp.*, 919 S.W.2d 644, 649 (Tex.1996). Additionally, the DTPA tie-in statute, § 17.50(h) of the Business & Commerce Code, grants a private right of action under the DTPA to a claimant seeking to recover under the TDCA. See Tex. Bus. & Com. Code § 17.50(h); Tex. Fin. Code § 392.404.

27. Plaintiff is a consumer as defined under the DTPA because Plaintiff's objective in acquiring the Loan from Defendant was the purchase of Plaintiff's home, a good as defined by the DTPA.

28. Plaintiff's claims under the DTPA arise from the same improper conduct discussed above in Plaintiff's TDCA claims against Defendant.

29. Defendant's actions in violations of the DTPA caused Plaintiff actual damages, all actual direct and indirect economic damages, damages for lost time, damages for mental anguish and emotional distress, damages resulting from payment of excess or additional interest, and any consequential damages, which are more particularly described in the Damages section below. Plaintiff is also entitled to exemplary damages and attorneys' fees.

**FIFTH CAUSE OF ACTION:
VIOLATIONS OF THE TEXAS DEBT COLLECTION ACT**

30. To the extent not inconsistent herewith, Albrow incorporates by reference the allegations made in paragraphs 1 through 29 as if set forth fully herein.

31. This includes an action for violations of the Texas Debt Collection Act ("TDCA") against Defendant. *See* Tex. Fin. Code §§ 392.001 et seq.

32. Plaintiff is a "consumer" within the meaning of Section 392.001 of the Texas Finance Code, and the debt in question relating to the Property is a "consumer debt" within the meaning of such statute.

33. Defendant is a debt collector. "Debt collection" is defined as the act or practice "in collecting, or in soliciting for collection, consumer debts that are due or alleged to be due a creditor." A "debt collector" therefore includes a creditor who is collecting its own debt. *Smith v. Heard*, 980 S.W.2d 693, (Tex. App.—San Antonio, 1998, pet. denied) (A creditor is not excused from following the provisions of the TDCA on the basis that the debt is owed directly to the creditor).

34. The acts, omissions, and conduct of Defendant, as alleged above, herein, and below, constitute violations of the following provisions of the TDCA:

a. Threatening to take an action prohibited by law, specifically seeking to sell the Property at a foreclosure sale in violation of state law. *See* Tex. Fin. Code §§ 392.301(a)(8).

b. Using a fraudulent, deceptive, or misleading representation that misrepresent[s] the character, extent, or amount of a consumer debt." Tex. Fin. Code § 392.304(a)(8).

- c. Misrepresenting the status or nature of the services rendered by the debt collector. *See* Tex. Fin. Code § 392.304(a)(14).
- d. Using other false representation or deceptive means to collect a debt. *See* Tex. Fin. Code § 392.304(a)(19).

35. Defendant seeks to sell the Property at a foreclosure sale prior to giving the proper notices as required by Texas law. Therefore, by moving forward with foreclosure proceedings, Defendant threatened to take an action prohibited by law.

36. As a result of these violations of the TDCA, Plaintiff is entitled to relief provided by Section 392.403, including but not limited to recovery of all actual damages sustained as a result of violations of the TDCA, all actual direct and indirect economic damages, damages for lost time, damages for mental anguish and emotional distress, damages resulting from payment of excess or additional interest, and any consequential damages. Plaintiff is also entitled to exemplary damages and attorneys' fees. *See* Tex. Fin. Code § 392.403.

**SIXTH CAUSE OF ACTION:
VIOLATION OF RESPA/REGULATION X**

37. To the extent not inconsistent herewith, Albrow incorporates by reference the allegations made in paragraphs 1 through 36 as if set forth fully herein.

38. The Real Estate Settlement Procedures Act ("RESPA") dictates that "[a] loan servicer shall exercise reasonable diligence in obtaining documents and information to complete a loss mitigation application." 12 C.F.R. § 1024.41(b)(1). Additionally, a loan servicer must "[n]otify the borrower in writing within 5 days after receiving the loss mitigation application ... that the servicer has determined that the loss mitigation application is incomplete". *Id.* § 1024.41(b)(2)(i)(B).

39. Further, RESPA prohibits a loan servicer from *making* the first notice or filing required by applicable law for any judicial or non-judicial foreclosure process if the borrower submits a "complete loss mitigation application" during the 120-day pre-foreclosure review period or before the servicer has made the first notice of filing. *Id.* § 1024.41(f). Additionally, RESPA prohibits a loan servicer from *moving* for foreclosure if the borrower submits a "complete loss mitigation application" after the servicer has made the first notice or filing but more than 37 days before a foreclosure sale unless:

- (a) the servicer has sent the borrower a notice that the borrower is not eligible for any loss mitigation option and the appeal process of the pertinent section is not applicable;
- (b) the borrower has not requested an appeal within the applicable time period, or
- (c) the borrower's appeal has been denied. *Id.* § 1024.41(f) - (g).

40. As such, the actions committed by CitiMortgage is a violation of RESPA because:

- A. Albrow was working with CitiMortgage pursuing loss mitigation options;
- C. Albrow submitted a complete loss mitigation application prior to CitiMortgage's first notice of filing;
- D. Alternatively, Albrow submitted a complete loss mitigation application more that 37 days prior to the foreclosure sale;
- E. CitiMortgage failed to provide formal notice of acceptance or denial of the loan modification application and the required 30-day appeal period (if needed) prior to the foreclosure sale;
- F. CitiMortgage completed the violation by posting Albrow's Property for foreclosure sale on September 03, 2019.

**SEVENTH CAUSE OF ACTION:
BREACH OF DUTY OF COOPERATION**

41. To the extent not inconsistent herewith, Albrow incorporates by reference the allegations made in paragraphs 1 through 40 as if set forth fully herein.

42. Texas law recognizes a duty to cooperate that "is implied in every contract in which cooperation is necessary for performance of the contract." This duty "requires that a party to a contract may not hinder, prevent, or interfere with another party's ability to perform its duties under the contract." *Case Corp. v. Hi-Class Bus. Sys. of Am., Inc.*, 184 S.W.3d 760, 770 (Tex. App.—Dallas 2005, pet. denied).

43. As described above, CitiMortgage misled Albrow with oral and written representations regarding the Loan, representations that were untrue. CitiMortgage did not provide Albrow with the information needed to properly perform the obligations of the Loan. CitiMortgage has therefore breached the implied duty of cooperation. Albrow has suffered damages as a result as described in the Damage section below.

**DAMAGES:
ACTUAL DAMAGES**

44. Plaintiff is entitled to recover her actual damages from Defendant for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

INTENTIONAL INFLECTION OF EMOTIONAL DISTRESS

45. Plaintiff endured stress, anxiety, and loss of sleep as a result of Defendant's misconduct. Accordingly, Plaintiff is entitled to recover mental anguish damages from these Defendant, for which she pleads in an amount which does not exceed the jurisdictional limits of this Court.

NOMINAL DAMAGES

46. Plaintiff is entitled to recover her nominal damages from Defendant associated with Plaintiff's cause of action for Violation of RESPA/Regulation X for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

EXEMPLARY DAMAGES

47. Plaintiff is entitled to recover her exemplary damages from Defendant for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

ATTORNEYS' FEES

48. Pursuant to Section 392.403 of the Texas Finance Code, Plaintiff is entitled to recover attorneys' fees reasonably related to the amount of work performed and costs, for all actions in the trial court, the Court of Appeals, and the Texas Supreme Court.

49. Plaintiff was forced to employ the undersigned attorneys and has agreed to pay them reasonable attorneys' fees for their services. Plaintiff is entitled to recover reasonable attorneys' fees pursuant to Chapter 38 of the Texas Civil Practices & Remedies Code for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

CONDITIONS PRECEDENT

50. All conditions precedent to the Plaintiff's right to bring these causes of action have been performed, have occurred, or have been waived.

REQUEST FOR DISCLOSURES

51. CitiMortgage, Inc. is hereby requested to disclose to Tarwonia Albrow, within 50 days of service of this request, the information and material described in Rule 194 of the Texas Rules of Civil Procedure.

APPLICATION FOR TEMPORARY RESTRAINING ORDER

52. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraph 1 through paragraph 51 as if set forth fully herein.

53. Unless Defendant is enjoined, Plaintiff will suffer probable harm which is imminent and irreparable since Defendant is about to sell Plaintiff's Property at a foreclosure sale on September 3, 2019 thereby depriving Plaintiff of ownership of the Property. Further, Defendant may take legal action to evict or otherwise cause Plaintiff to be dispossessed of the Property. Plaintiff has no adequate remedy at law because the subject matter is real property and any legal remedy of which Plaintiff may avail herself will not give her as complete, equal, adequate, and final a remedy as the injunctive relief sought in this Application.

54. Therefore, Plaintiff request that this Court issue a Temporary Restraining Order and, thereafter, a Temporary Injunction, to restrain Defendant from selling the real property which is the subject matter of this lawsuit commonly known as 6822 Lost Thicket Drive, Houston, TX 77085 as well as from taking any legal action to evict Plaintiff and any other occupants from, or enforcing a writ of possession regarding, the aforementioned property.

55. Plaintiff further requests that, upon trial on the merits, Defendant be permanently enjoined from the same acts listed in Paragraph 54 above.

56. Plaintiff is likely to prevail on the merits of the lawsuit as described above.

57. The granting of the relief requested is not inconsistent with public policy considerations.

BOND

58. Plaintiff is willing to post a reasonable temporary restraining order bond and requests that the Court set such bond.

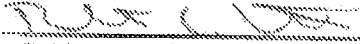
PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that:

- A. Defendant be cited to appear and answer herein;
- B. The Court conduct a hearing on Plaintiff's Application for Injunctive Relief;
- C. A Temporary Restraining Order be issued restraining Defendant, its agents, employees, officers, directors, shareholders, and legal counsel, and those acting in concert or participation with them who receive actual notice of the Order, by personal service or otherwise, from selling the real property which is the subject matter of this lawsuit and is commonly known as 6822 Lost Thicket Drive, Houston, TX 77085 as well as taking any legal action to evict Plaintiff and any other occupants from, or enforcing a writ of possession regarding, the aforementioned property;
- D. A Permanent Injunction be entered enjoining Defendant from the same acts listed in Paragraph C above; and
- E. Upon final hearing or trial hereof, the Court order a judgment in favor of Tarwonia Albrow against CitiMortgage, Inc. for her actual damages, mental anguish damages, nominal damages, exemplary damages, reasonable attorneys' fees, all costs of court, and such other and further relief, both general and special, at law or in equity, to which Plaintiff may be entitled.

Respectfully submitted,

VILT AND ASSOCIATES, P.C.

By: 

ROBERT C. VILT

Texas Bar Number 00788586

Email: clay@viltlaw.com

KERRY PRISOCK

Texas Bar Number 24082005

Email: kerry@viltlaw.com

5177 Richmond Avenue, Suite 1142

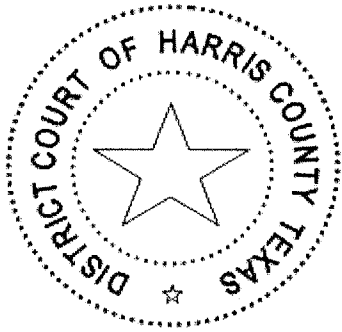
Houston, Texas 77056

Telephone: 713.840.7570

Facsimile: 713.877.1827

ATTORNEYS FOR PLAINTIFF

Unofficial Copy Office of Marilyn Burges District Clerk



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this September 11, 2019

Certified Document Number: 86894480 Total Pages: 15

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

requested documents, CitiMortgage would not foreclose on my Property until the loan modification process was complete (including the appeal if necessary).

7. In June 2019, I submitted my complete loan modification application packet along with the requested documents.
8. I checked on the status of my loan modification from time to time and provided updated bank statements to Cenlar until I received correspondence from CitiMortgage that my property is posted for a foreclosure sale on September 3, 2019.
9. Instead of following proper procedure pursuant to the Texas Property Code as well as the related Deed of Trust, CitiMortgage failed to send a notice of default, provide the opportunity to cure, a notice of intent to accelerate the debt, and notice of acceleration of debt. Instead, CitiMortgage violated my due process rights by posting my Property for foreclosure sale. Specifically, the foreclosure scheduled to be conducted by CitiMortgage should be void as a matter of law because CitiMortgage did not provide me with the statutory Notices pursuant to Sections 13 of the Deed of Trust. CitiMortgage's failure to provide me with the statutory Notices deprives me of my due process rights and the opportunity to cure pursuant to Section 18 of the Deed of Trust.

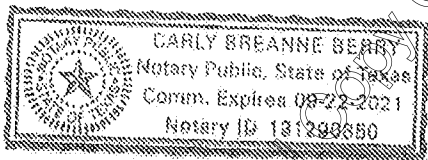
I have read the foregoing Affidavit and attest that the information contained therein is true and correct in all respects based upon my personal knowledge.

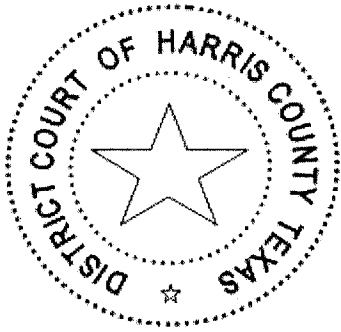
Farwonia Albrow
FARWONIA ALBROW

SUBSCRIBED AND SWORN TO BEFORE ME on this the 28 day of August, 2019.

Carly Breanne Berry
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

My commission expires: 9/24/21





I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this September 11, 2019

Certified Document Number: 86894481 Total Pages: 2

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

2019-61600 / Court: 165

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08/17/05 100892797

\$38.00

AFTER RECORDING, RETURN TO:
GENERAL AMERICAN TITLE
110 CYPRESS STATION, STE. 101
HOUSTON, TEXAS 77090

Return to:
SAECAP MORTGAGE, INC DBA STATEWIDE MORTGAGE & LENDING
10900 NORTHWEST FREEWAY, SUITE 221
HOUSTON, TEXAS 77092

FHA Case No.

493-8064362-703

Loan Number 002002992191

[Space Above This Line For Recording Data]

DEED OF TRUST

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or Your Driver's License Number.

THIS DEED OF TRUST ("Security Instrument") is made on AUGUST 5, 2005. The grantor is CALVIN ALBROW and TARWONIA ALBROW HUSBAND AND WIFE whose address is 6822 LOST THICKET DRIVE, HOUSTON, TEXAS 77085 ("Borrower"). The trustee is THOMAS E. BLACK, JR whose address is 2905 CORPORATE CIRCLE, FLOWER MOUND, TEXAS 75028 ("Trustee"). The beneficiary is SAECAP MORTGAGE, INC DBA STATEWIDE MORTGAGE & LENDING, which is organized and existing under the laws of TEXAS, and whose address is 10900 NORTHWEST FREEWAY, SUITE 221, HOUSTON, TEXAS 77092 ("Lender"). Borrower owes Lender the principal sum of ONE HUNDRED FOURTEEN THOUSAND NINE HUNDRED THIRTY-NINE AND 00/100ths Dollars (U.S. \$114,939.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on SEPTEMBER 1, 2035. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in HARRIS County, Texas:

LOT FORTY-TWO (42), IN BLOCK TWO (2) OF SOUTHWEST CROSSING, SECTION FOUR (4) AN ADDITION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 317, PAGE 65, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

FILED FOR RECORD
8:00 AM

AUG 17 2005

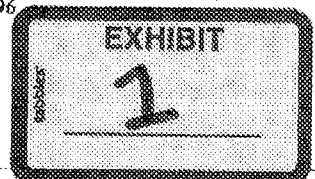
Conrad K. Johnson
County Clerk, Harris County, Texas

which has the address of 6822 LOST THICKET DRIVE HOUSTON
Texas 77085 ("Property Address");
[Street] [City]
[Zip Code]

Borrower Initials CA T.A

Page 1 of 8

FHA Texas Deed of Trust
6/96



RE 010-09-0689

Certific

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. **Monthly Payment of Taxes, Insurance, and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under Paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. § 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. **Application of Payments.** All payments under Paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

Borrower Initials

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FHA Texas Deed of Trust

4. **Fire, Flood and Other Hazard Insurance.** Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in Paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in Paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in Paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in Paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. **Charges to Borrower and Protection of Lender's Rights in the Property.** Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in Paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

Borrower Initials

CA TA

If Borrower fails to make these payments or the payments required by Paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in Paragraph 2.

Any amounts disbursed by Lender under this Paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement at the Note rate, and at the option of Lender shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including section 341(d) of the Garn-St Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property, but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

Borrower Initials

CA TA

FHA Texas Deed of Trust

10. **Reinstatement.** Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorney's fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower Initials

CA T.A.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this Paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and recording the notice at least 21 days prior to sale as provided by applicable law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Sale shall be made at public vendue between the hours of 10 a.m. and 4 p.m. on the first Tuesday in the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Borrower Initials

CA T.A.

If the Property is sold pursuant to this paragraph 18, Borrower or any person holding possession of the Property through Borrower, shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. **Release.** Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument to Borrower. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee paid is paid to a third party for services rendered and the charging of the fee is permitted under applicable law.

20. **Substitute Trustee.** Lender, at its option and with or without cause, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. **Subrogation.** Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

22. **Partial Invalidity.** In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

23. **Purchase Money; Vendor's Lien; Renewal and Extension.** The Note secured hereby is in renewal and extension, but not in extinguishment, of that certain indebtedness described in the attached Renewal and Extension Information made a part hereof.

24. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument.

[Check applicable box(es)]

Condominium Rider

Growing Equity Rider

Adjustable Rate Rider

Planned Unit Development Rider

Graduated Payment Rider

Renewal & Extension Addendum

Borrower Initials

CA T.H.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

CALVIN ALBROW 8/5/05 (Seal)
Borrower

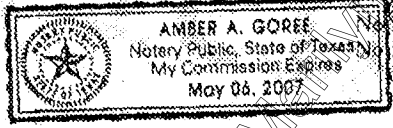
TARWONIA ALBROW 8/5/05 (Seal)
Borrower

(Seal) Borrower (Seal) Borrower

State of TEXAS
County of HARRIS

This instrument was acknowledged before me on August 5, 2005 by CALVIN ALBROW and TARWONIA ALBROW HUSBAND AND WIFE (Seal)

My commission expires: May 06, 2007



Amber A. Goree
Notary Public, State of TEXAS
Notary's typed or printed name:

Unofficial Copy Office of M... Business District

RP 018-09-0696

PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 5TH day of AUGUST, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to SAECAP MORTGAGE, INC DBA STATEWIDE MORTGAGE & LENDING ("Lender") of the same date and covering the Property described in the Security Instrument and located at:

6822 LOST THICKET DRIVE, HOUSTON, TEXAS 77085

[Property Address]

The Property Address is a part of a planned unit development ("PUD") known as

SOUTHWEST CROSSING, SECTION FOUR (4)

[Name of Planned Unit Development]

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

- A. So long as the Owners Association (or equivalent entity holding title to common areas and facilities), acting as trustee for the home owners, maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy insuring the property located in the PUD, including all improvements now existing or hereafter erected on the mortgaged premises, and such policy is satisfactory to Lender and provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and other hazards included within the term "extended coverage," and loss by flood, to the extent required by the Secretary, then: (i) Lender waives the provision in Paragraph 2 of this Security Instrument for the monthly payment to Lender of one-twelfth of the yearly premium installments for hazard insurance on the Property, and (ii) Borrower's obligation under Paragraph 4 of this Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy. Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage and of any loss occurring from a hazard. In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by this Security Instrument, with any excess paid to the entity legally entitled thereto.
- B. Borrower promises to pay all dues and assessments imposed pursuant to the legal instruments creating and governing the PUD.

Borrower Initials CA T.A.

HP 010-09-0697

Certific

C. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph C shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

Calvin Albrow 8/5/05 (Seal)
CALVIN ALBROW Borrower

Tarwonia Albrow 8/5/05 (Seal)
TARWONIA ALBROW Borrower

Unofficial Copy Office of Marilyn Burgess Electric Clerk

RP 018-09-0698

ADJUSTABLE RATE RIDER

THIS ADJUSTABLE RATE RIDER is made this 5TH day of AUGUST, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note ("Note") to SAECAP MORTGAGE, INC. DBA STATEWIDE MORTGAGE & LENDING (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

6822 LOST THICKET DRIVE, HOUSTON, TEXAS 77085

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT THE BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE THE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Date

The interest rate may change on the first day of SEPTEMBER, 2006, and on that day every 12th month thereafter. "Change Date" means each date on which the interest rate could change.

(B) The Index

Beginning with the first Change Date, the interest rate will be based on an Index. "Index" means the weekly average yield on United States Treasury Securities adjusted to a constant maturity of one year, as made available by the Federal Reserve Board. "Current Index" means the most recent Index figure available 30 days before the Change Date. If the Index (as defined above) is no longer available, Lender will use as a new Index any index prescribed by the Secretary. As used in this Rider, "Secretary" means the Secretary of Housing and Urban Development or his or her designee. Lender will give Borrower notice of the new Index.

(C) Calculation of Interest Rate Changes

Before each Change Date, Lender will calculate a new interest rate by adding a margin of TWO percentage point(s) (2.00%) to the Current Index and rounding the sum to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Paragraph (D) of this Rider, this rounded amount will be the new interest rate until the next Change Date.

(D) Limits on Interest Rate Changes

The existing interest rate will never increase or decrease by more than ONE percentage point(s) (1%) on any single Change Date. The interest rate will never be more than FIVE percentage points (5%) higher or lower than the initial interest rate stated in Paragraph 2 of the Note.

Borrower initials

CA TA

RE 019-09-0699

Certif

(E) Calculation of Payment Change

If the interest rate changes on a Change Date, Lender will calculate the amount of monthly payment of principal and interest which would be necessary to repay the unpaid principal balance in full at the maturity date at the new interest rate through substantially equal payments. In making such calculation, Lender will use the unpaid principal balance which would be owed on the Change Date if there had been no default in payment on the Note, reduced by the amount of any prepayments to principal. The result of this calculation will be the amount of the new monthly payment of principal and interest.

(F) Notice of Changes

Lender will give notice to Borrower of any change in the interest rate and monthly payment amount. The notice must be given at least 25 days before the new monthly payment amount is due, and must set forth (i) the date of the notice, (ii) the Change Date, (iii) the old interest rate, (iv) the new interest rate, (v) the new monthly payment amount, (vi) the Current Index and the date it was published, (vii) the method of calculating the change in monthly payment amount, and (viii) any other information which may be required by law from time to time.

(G) Effective Date of Changes

A new interest rate calculated in accordance with paragraphs (C) and (D) of this Rider will become effective on the Change Date. Borrower shall make a payment in the new monthly amount beginning on the first payment date which occurs at least 25 days after Lender has given Borrower the notice of changes required by paragraph (F) of this Rider. Borrower shall have no obligation to pay any increase in the monthly payment amount calculated in accordance with paragraph (E) of this Rider for any payment date occurring less than 25 days after Lender has given the required notice. If the monthly payment amount calculated in accordance with paragraph (E) of this Rider decreased, but Lender failed to give timely notice of the decrease and Borrower made any monthly payment amounts exceeding the payment amount which should have been stated in a timely notice, then Borrower has the option to either (i) demand the return to Borrower of any excess payment, with interest thereon at the Note rate (a rate equal to the interest rate which should have been stated in a timely notice), or (ii) request that any excess payment, with interest thereon at the Note rate, be applied as payment of principal. Lender's obligation to return any excess payment with interest on demand is not assignable even if the Note is otherwise assigned before the demand for return is made.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.

Calvin Albrow 8/5/05 (Seal)
CALVIN ALBROW Borrower

Tarwonia Albrow 8/5/05 (Seal)
TARWONIA ALBROW Borrower

RP 018-09-0700

Unofficial Copy Office of Mortgage Electronic Registration Services, Inc.

Certif

RENEWAL AND EXTENSION ADDENDUM TO DEED OF TRUST

DATED AUGUST 5, 2005.

EXECUTED BY: CALVIN ALBROW AND TARWONIA ALBROW

FOR THE BENEFIT OF: SAECAP MORTGAGE, INC DBA STATEWIDE MORTGAGE & LENDING

This Note is given in renewal and extension of the following described promissory note(s) and all of the liens, rights, assignments and security interests securing them that are created, made or granted by the following described instruments. All upon and against the herein described real property, which said note(s) and lien(s) are hereby expressly acknowledged by Grantor to be valid and subsisting lien(s) against the property herein described; and it is expressly stipulated and agreed that said lien(s) are hereby renewed, extended and continued in full force and effect to secure the payment of the Note hereby secured and Beneficiary herein or its assigns are duly subrogated to all rights, powers and equities of the original holder of said Note.

First Note

Date: 07-02-03
Original Amount: \$119,076.00
Payee: AMTRUST MORTGAGE CORPORATION

Note and Lien(s) are described in the instrument(s) recorded in the following Volumes and Pages of the Real Property Records of HARRIS County, Texas:

W889307

First Note Assignment

Date:
Assigned to: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC

Note and Lien(s) are described in the instrument(s) recorded in the following Volumes and Pages of the Real Property Records of HARRIS County, Texas:

SIGNED FOR IDENTIFICATION:

ANY INSTRUMENT WHICH RESTRICTS THE SALE, REFINANCE OR USE OF THE DESCRIBED REAL PROPERTY RECORDS OF THIS COUNTY OR STATE IS VOID AND UNENFORCEABLE UNDER FEDERAL LAW THE STATE OF TEXAS COUNTY OF HARRIS

AUG 17 2005



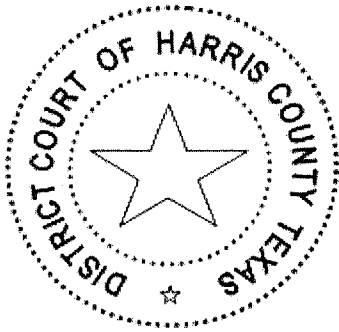
Dorothy L. Haywood
COUNTY CLERK
HARRIS COUNTY, TEXAS

Calvin Albrow 8-5-05
CALVIN ALBROW

Tarwonia Albrow 8/5/05
TARWONIA ALBROW

HP 1319-03-0701

Unofficial Copy Office of Marvin Burgess District Clerk



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this September 11, 2019

Certified Document Number: 86894482 Total Pages: 13

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

2019-61600 / Court: 165

NOTICE OF SUBSTITUTE TRUSTEE SALE

Deed of Trust Date:
8/5/2005

Grantor(s)/Mortgagor(s):
CALVIN ALBROW AND TARWONIA ALBROW
HUSBAND AND WIFE

Original Beneficiary/Mortgagee:
SAECAP MORTGAGE, INC DBA STATEWIDE
MORTGAGE & LENDING

Current Beneficiary/Mortgagee:
CitiMortgage, Inc.

Recorded in:
Volume: RP 010-09
Page: 0689
Instrument No: Y698346

Property County:
HARRIS

Mortgage Servicer:
Cenlar FSB is representing the Current
Beneficiary/Mortgagee under a servicing agreement with
the Current Beneficiary/Mortgagee.

Mortgage Servicer's Address:
425 Phillips Blvd,
Ewing, NJ 08618

Legal Description: LOT FORTY-TWO (42), IN BLOCK TWO (2) OF SOUTHWEST CROSSING, SECTION
FOUR (4) AN ADDITION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF
RECORDED IN VOLUME 317, PAGE 63, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

Date of Sale: 9/3/2019

Earliest Time Sale Will Begin: 10 AM

Place of Sale of Property: Bayou City Event Center 9401 Knight Road, Houston TX 77045 OR IN THE
AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF
THE TEXAS PROPERTY CODE.

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place
and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that
time.

Notice Pursuant to Tex. Prop. Code § 51.002(i):
Assert and protect your rights as member of
the armed forces of the United States. If you
or your spouse are serving on active military duty,
including active military duty as a member of the
Texas National or the National Guard of another
state or as a member of a reserve component of the
armed forces of the United States, please
Send written notice of the active duty military

Carl Meyers, Wayne Wheat, Leb Kemp, Vince Ross,
Traci Yeaman, Kelly McDaniel, Kenny Shirey,
Corenblum, Matthew Hansen, Israel Curtis, John
Sisk, Clay Golden, Stephen Mayers, Evan Press,
Amy Bowman, Anna Sewart, David Barry, Anna
Sewart or David Barry or Byron Sewart or Keith
Wolfshohl or Helen Henderson or Patricia Poston
or Thuy Frazier
or Cindy Mendoza
or Deanna Segovia, Substitute Trustee
MC CARTHY & HOLTHUS, LLP
1255 WEST 15TH STREET, SUITE 1060
PLANO, TX 75075

service to the sender of this notice immediately.

MH File Number: TX-19-23053-POS
Loan Type: FHA



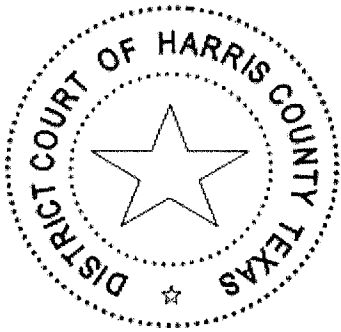
DIANE TRAUTMAN, COUNTY CLERK, HARRIS COUNTY, TEXAS

FRCL-2019-5312

FILED 6/27/2019 1:26:21 PM

Certified Document Number: 86894483 - Page 1 of 1

Unofficial Copy of Martin Burgess District Clerk
Anna Sewart



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this September 11, 2019

Certified Document Number: 86894483 Total Pages: 1

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

CAUSE NO. 2019-61600

TARWONIA ALBROW § IN THE DISTRICT COURT
v. §
§ HARRIS COUNTY, TEXAS
§
CITIMORTGAGE, INC. § 165th JUDICIAL DISTRICT

TEMPORARY RESTRAINING ORDER

ON THIS DATE Plaintiff's Application for Temporary Restraining Order was heard and considered before this Court. Based upon the pleadings, exhibits, records, and documents filed by Plaintiff and presented to the Court, as well as the arguments of legal counsel at the hearing, IT CLEARLY APPEARS THAT:

A. CitiMortgage, Inc., its agents, employees, directors, shareholders, and legal counsel are immediately enjoined and restrained, CitiMortgage, Inc. will proceed with a foreclosure sale of Plaintiff's property commonly known as 6822 Lost Thicket Drive, Houston, TX 77085 and Plaintiff will suffer an immediate and irreparable harm and will have no adequate remedies under the law, and CitiMortgage, Inc. may commit the foregoing before notice and hearing on Plaintiff's Application for Temporary Injunction.

B. Plaintiff will suffer an irreparable harm if CitiMortgage, Inc., its agents, employees, directors, shareholders, and legal counsel are not restrained immediately because Plaintiff will lose her fee simple title and ownership of her Property, which is Plaintiff's residence and homestead and is thus unique and irreplaceable, and there is no adequate remedy at law to grant Plaintiff complete, final, and equitable relief.

C. Plaintiff has provided notice to CitiMortgage, Inc. through facsimile and email communication informing them of the filing of Plaintiff's Application for Temporary Restraining Order prior to this Court conducting this hearing.

Exhibit B2

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that CitiMortgage, Inc., its agents, employees, directors, shareholders, and legal counsel are hereby ORDERED to immediately cease and desist from attempting or proceeding with any foreclosure sale of Plaintiff's property commonly known as 6822 Lost Thicket Drive, Houston, TX 77085 as well as from taking any legal action to evict Plaintiff and any other occupants from, or enforcing a writ of possession regarding, the aforementioned property. CitiMortgage, Inc., its agents, employees, directors, shareholders, and legal counsel are hereby immediately enjoined and restrained from the date of entry of this Order until fourteen (14) days hereafter, or until further ordered by this Court.

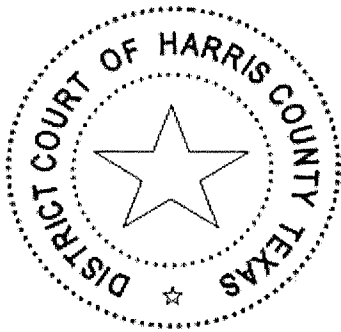
IT IS FURTHER THEREFORE ORDERED, ADJUDGED, AND DECREED that Plaintiff's Application for Temporary Injunction be heard on the ____ day of September, 2019 starting at ____ a.m./p.m. and that CitiMortgage, Inc. is commanded to appear at that time and show cause, if any, why a temporary injunction should not be issued against CitiMortgage, Inc..

The Clerk of the above-entitled court shall issue a notice of entry of a temporary restraining order in conformity with the law and the terms of this Order, to include a copy of this Order, upon the filing by Plaintiff of the bond hereinafter set.

This Order shall not be effective until Plaintiff deposits with the Harris County District Clerk a bond in the amount of \$ _____ in due conformity with applicable law.

SIGNED and ENTERED this the ____ day of August, 2019, at ____ a.m./p.m.

PRESIDING JUDGE



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this September 11, 2019

Certified Document Number: 86901040 Total Pages: 2

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

CIVIL PROCESS REQUEST FORM

FOR EACH PARTY SERVED YOU MUST FURNISH ONE (1) COPY OF THE PLEADING TO BE SERVED
FOR WRITS FURNISH TWO (2) COPIES OF THE PLEADING PER PARTY TO BE SERVED

CASE NUMBER: 2019-61600 CURRENT COURT: 165th

TYPE OF INSTRUMENT TO BE SERVED (See Reverse For Types): PETITION and TRO

FILE DATE OF MOTION: August 29, 2019
Month/ Day/ Year

SERVICE TO BE ISSUED ON (Please List Exactly As The Name Appears In The Pleading To Be Served):

1. NAME: CitiMortgage, Inc.

ADDRESS: 1999 Bryan Street, Suite 900, Dallas, TX 75201

AGENT, (if applicable): c/o CT Corporation System

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): CITATION and TRO

SERVICE BY (check one):

- ATTORNEY PICK-UP CONSTABLE
- CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____ Phone: _____
- MAIL CERTIFIED MAIL
- PUBLICATION:
 - Type of Publication: COURTHOUSE DOOR, or
 - NEWSPAPER OF YOUR CHOICE: _____
- OTHER, explain _____

ATTENTION: Effective June 1, 2010

For all Services Provided by the DISTRICT CLERKS OFFICE requiring our office to MAIL something back to the Requesting Party, we require that the Requesting Party provide a Self-Addressed Stamped Envelope with sufficient postage for mail back. Thank you,

2. NAME: _____

ADDRESS: _____

AGENT, (if applicable): _____

TYPE OF SERVICE/PROCESS TO BE ISSUED (see reverse for specific type): _____

SERVICE BY (check one):

- ATTORNEY PICK-UP CONSTABLE
- CIVIL PROCESS SERVER - Authorized Person to Pick-up: _____ Phone: _____
- MAIL CERTIFIED MAIL _____
- PUBLICATION:
 - Type of Publication: COURTHOUSE DOOR, or
 - NEWSPAPER OF YOUR CHOICE: _____
- OTHER, explain _____

ATTORNEY (OR ATTORNEY'S AGENT) REQUESTING SERVICE:

NAME: ROBERT C. VILT TEXAS BAR NO./ID NO. 00788586

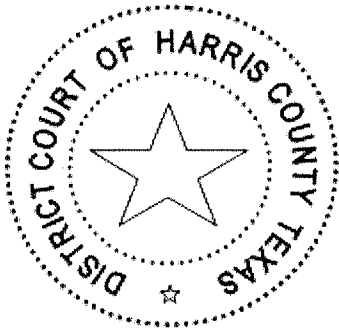
MAILING ADDRESS: 5177 RICHMOND AVENUE, SUITE 1142 HOUSTON, TX 77056

PHONE NUMBER: 713.840.7570 FAX NUMBER: 713.877.1827

EMAIL ADDRESS: clay@viltlaw.com

SERVICE REQUESTS WHICH CANNOT BE PROCESSED BY THIS OFFICE WILL BE HELD FOR 30 DAYS PRIOR TO CANCELLATION. FEES WILL BE REFUNDED ONLY UPON REQUEST, OR AT THE DISPOSITION OF THE CASE. SERVICE REQUESTS MAY BE REINSTATED UPON APPROPRIATE ACTION BY THE PARTIES.

Exhibit B3



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this September 11, 2019

Certified Document Number: 86901041 Total Pages: 1

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

CAUSE NO. 2019-61600

TARWONIA ALBROW § IN THE DISTRICT COURT
v. § HARRIS COUNTY, TEXAS
CITIMORTGAGE, INC. § 165th JUDICIAL DISTRICT

P-2
TRORP
STBNX
CASO

TEMPORARY RESTRAINING ORDER

ON THIS DATE Plaintiff's Application for Temporary Restraining Order was heard and considered before this Court. Based upon the pleadings, exhibits, records, and documents filed by Plaintiff and presented to the Court, as well as the arguments of legal counsel at the hearing, IT CLEARLY APPEARS THAT:

A. CitiMortgage, Inc., its agents, employees, directors, shareholders, and legal counsel are immediately enjoined and restrained, CitiMortgage, Inc. will proceed with a foreclosure sale of Plaintiff's property commonly known as 6822 Lost Thicket Drive, Houston, TX 77085 and Plaintiff will suffer an immediate and irreparable harm and will have no adequate remedies under the law, and CitiMortgage, Inc. may commit the foregoing before notice and hearing on Plaintiff's Application for Temporary Injunction.

B. Plaintiff will suffer an irreparable harm if CitiMortgage, Inc., its agents, employees, directors, shareholders, and legal counsel are not restrained immediately because Plaintiff will lose her fee simple title and ownership of her Property, which is Plaintiff's residence and homestead and is thus unique and irreplaceable, and there is no adequate remedy at law to grant Plaintiff complete, final, and equitable relief.

C. Plaintiff has provided notice to CitiMortgage, Inc. through facsimile and email communication informing them of the filing of Plaintiff's Application for Temporary Restraining Order prior to this Court conducting this hearing.

Exhibit B4

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that CitiMortgage, Inc., its agents, employees, directors, shareholders, and legal counsel are hereby ORDERED to immediately cease and desist from attempting or proceeding with any foreclosure sale of Plaintiff's property commonly known as 6822 Lost Thicket Drive, Houston, TX 77085 as well as from taking any legal action to evict Plaintiff and any other occupants from, or enforcing a writ of possession regarding, the aforementioned property. CitiMortgage, Inc., its agents, employees, directors, shareholders, and legal counsel are hereby immediately enjoined and restrained from the date of entry of this Order until fourteen (14) days hereafter, or until further ordered by this Court.

IT IS FURTHER THEREFORE ORDERED, ADJUDGED, AND DECREED that Plaintiff's Application for Temporary Injunction be heard on the 13 day of September, 2019 starting at 4:00 a.m. (p.m.) and that CitiMortgage, Inc. is commanded to appear at that time and show cause, if any, why a temporary injunction should not be issued against CitiMortgage, Inc..

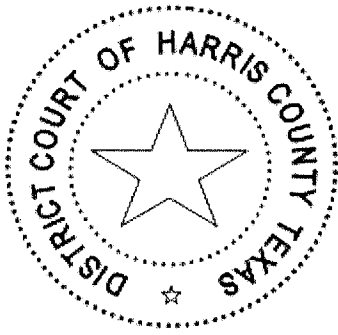
The Clerk of the above-entitled court shall issue a notice of entry of a temporary restraining order in conformity with the law and the terms of this Order, to include a copy of this Order, upon the filing by Plaintiff of the bond hereinafter set.

This Order shall not be effective until Plaintiff deposits with the Harris County District Clerk a bond in the amount of \$500.00 in due conformity with applicable law.

SIGNED and ENTERED this the 30 day of August, 2019, at 2:05 a.m. (p.m.)



PRESIDING JUDGE



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this September 11, 2019

Certified Document Number: 86917654 Total Pages: 2

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

CAUSE NO. 2019-61600

TARWONIA ALBROW § IN THE DISTRICT COURT OF
v. § HARRIS COUNTY, TEXAS
CITIMORTGAGE, INC. § 165TH JUDICIAL DISTRICT

CLERK'S CERTIFICATE OF CASH DEPOSIT IN LIEU
OF INJUNCTION BOND PER ORDER OF THE COURT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

THIS DOCUMENT IS TO CERTIFY that I, the undersigned Clerk of the District Courts of Harris County, Texas have received a cash deposit, as ordered by the Court, in the amount of FIVE HUNDRED Dollars (\$ 500.00), to be deposited with the Registry of the Court in lieu of a Temporary Restraining Order Bond or a Temporary Injunction Bond, as required by Rule 684, T.R.C.P, in the above styled and numbered cause as provided by the order entered on the 30th day of August, 2019.

This cash deposit is made and received in lieu of TEMPORARY RESTRAINING ORDER or TEMPORARY INJUNCTION, conditioned that the applicant will abide the decision which may be made in the cause, and that he will pay all sums of money and costs that may be adjudged against him if the restraining order or temporary injunction shall be dissolved in whole or in part, and this certificate is issued to have the force and effect of a TEMPORARY RESTRAINING ORDER BOND OR A TEMPORARY INJUNCTION BOND in accordance with the Order of the Court.

WITNESS my hand and seal of office this 30th day of August A.D., 20 19.

Chris Daniel, District Clerk
Harris County, Texas
Po Box 4651
Houston, Texas 77210-4651

By: Chris Collins
Deputy District Clerk

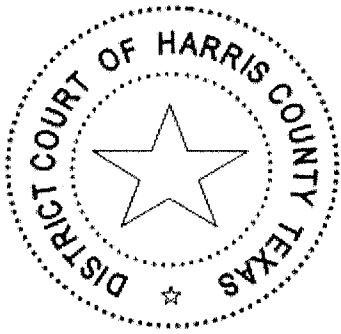
RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

FILED
Marilyn Burgess
District Clerk

AUG 30 2019

Time: 3:00pm
By: J. Collins
Deputy

Exhibit B5



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this September 11, 2019

Certified Document Number: 86915741 Total Pages: 1

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

7019 0140 0000 5910 9741

CAUSE NO. 201961600

RECEIPT NO.

75.00 CTM

TR # 73667036

PLAINTIFF: ALBROW, TARWONIA
vs.
DEFENDANT: CITIMORTGAGE INC

In The 165th
Judicial District Court
of Harris County, Texas
165TH DISTRICT COURT
Houston, TX

CITATION (CERTIFIED)

THE STATE OF TEXAS
County of Harris

TO: CITIMORTGAGE INC (AN ENTITY) MAY BE SERVED WITH PROCESS BY SERVING
CT CORPORATION SYSTEM

1999 BRYAN STREET SUITE 900 DALLAS TX 75201

Attached is a copy of PLAINTIFFS ORIGINAL PETITION APPLICATION FOR ENJUNCTIVE RELIEF AND
REQUEST FOR DISCLOSURES

This instrument was filed on the 29th day of August, 2019, in the above cited cause number
and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a
written answer with the District Clerk who issued this citation by 10:00 a.m on the Monday
next following the expiration of 20 days after you were served this citation and petition,
a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 4th day of September, 2019, under my hand and
seal of said Court.

Issued at request of:
VILT, ROBERT C.
5177 RICHMOND AVENUE, SUITE 1142
HOUSTON, TX 77056
Tel: (713) 840-7570
Bar No.: 788586



Marilyn Burgess

MARILYN BURGESS, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002
(P.O. Box 4651, Houston, Texas 77210)

Generated By: HALL, JOSHUA EVERETT GLH//11315337

CLERK'S RETURN BY MAILING

Came to hand the _____ day of _____, _____, and executed by
mailing to Defendant certified mail, return receipt requested, restricted delivery, a true
copy of this citation together with an attached copy of
PLAINTIFFS ORIGINAL PETITION APPLICATION FOR INJUNCTIVE RELIEF AND
to the following addressee at address:

(a) ADDRESSEE

ADDRESS _____

Service was executed in accordance with Rule 106
(2) TRCP, upon the Defendant as evidenced by the
return receipt incorporated herein and attached
hereto at _____

on _____ day of _____,
by U.S. Postal delivery to _____

This citation was not executed for the following
reason: _____

MARILYN BURGESS, District Clerk
Harris County, TEXAS

By _____, Deputy

Certified Document Number: 86992061 - Page 1 of 2

N. INT. CITM.P

Exhibit B6

73667036

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging.

7019 0140 0000 5910 9741

CAUSE NO. 201961600

RECEIPT NO.

75.00 CTM

TR # 73667036

PLAINTIFF: ALBROW, TARWONIA
vs.
DEFENDANT: CITIMORTGAGE INC

In The 165th
Judicial District Court
of Harris County, Texas
165TH DISTRICT COURT
Houston, TX

CITATION (CERTIFIED)

THE STATE OF TEXAS
County of Harris

TO: CITIMORTGAGE INC (AN ENTITY) MAY BE SERVED WITH PROCESS BY SERVING
CT CORPORATION SYSTEM

1999 BRYAN STREET SUITE 900 DALLAS TX 75201

Attached is a copy of PLAINTIFFS ORIGINAL PETITION APPLICATION FOR INJUNCTIVE RELIEF AND
REQUEST FOR DISCLOSURES

This instrument was filed on the 29th day of August, 2019, in the above cited cause number
and court. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED, You may employ an attorney. If you or your attorney do not file a
written answer with the District Clerk who issued this citation by 10:00 a.m on the Monday
next following the expiration of 20 days after you were served this citation and petition,
a default judgment may be taken against you.

TO OFFICER SERVING:

This citation was issued on 4th day of September, 2019, under my hand and
seal of said Court.



Marilyn Burgess

MARILYN BURGESS, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002
(P.O. Box 4651, Houston, Texas 77210)

Issued at request of:
VILT, ROBERT C.
5177 RICHMOND AVENUE, SUITE 1142
HOUSTON, TX 77056
Tel: (713) 840-7570
Bar No.: 788586

Generated By: HALL, JOSHUA EVERETT GLH//11315337

CLERK'S RETURN BY MAILING

Came to hand the _____ day of _____, _____, and executed by
mailing to Defendant certified mail, return receipt requested, restricted delivery, a true
copy of this citation together with an attached copy of
PLAINTIFFS ORIGINAL PETITION APPLICATION FOR INJUNCTIVE RELIEF AND
to the following addressee at address:

ADDRESS _____

(a) ADDRESSEE _____

Service was executed in accordance with Rule 106
(2) TRCP, upon the Defendant as evidenced by the
return receipt incorporated herein and attached
hereto at _____

on _____ day of _____,
by U.S. Postal delivery to _____

This citation was not executed for the following
reason: _____

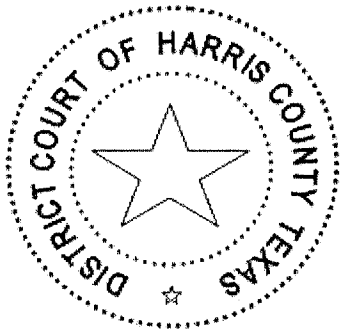
MARILYN BURGESS, District Clerk
Harris County, TEXAS

By _____, Deputy

Certified Document Number: 86992061 - Page 2 of 2

N. INT. CITM. P

73667036



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this September 11, 2019

Certified Document Number: 86992061 Total Pages: 2

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk

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CAUSE NO. 2019-61600

TARWONIA ALBROW § IN THE DISTRICT COURT
v. §
 § HARRIS COUNTY, TEXAS
 §
CITIMORTGAGE, INC. § 165th JUDICIAL DISTRICT

MOTION TO EXTEND TEMPORARY RESTRAINING ORDER

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Tarwonia Albrow, "Plaintiff" herein filing this her Motion to Extend Temporary Restraining Order and would respectfully show the Court as follows:

1. The Plaintiff's Original Petition was filed on August 29, 2019.
2. A Temporary Restraining Order was signed in this matter on August 30, 2019.
3. A Temporary Injunction hearing is currently set for September 13, 2019 at 4:00 p.m.
4. Plaintiff is still in the process of serving her Original Petition and the Temporary Restraining Order on Defendant.
5. The existing Temporary Restraining Order expires on September 13, 2019.
6. Plaintiff requests that the existing Temporary Restraining Order be extended until September 27, 2019 to allow her adequate time to serve her Original Petition on Defendants and for their legal counsel to prepare for a Temporary Injunction hearing.

CERTIFICATE OF CONFERENCE

I hereby certify that a conference was not held on the merits of this motion because no opposing counsel of record exist at this time in this matter.

/s/ Kerry L. Prisock
KERRY L. PRISOCK

Exhibit B7

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that this Court grant the Motion to Extend Temporary Restraining Order as well as for such other and further relief to which the Court deems appropriate.

Respectfully submitted,

VILT AND ASSOCIATES, P.C.

By: /s/ Kerry E. Prisock

ROBERT C. VILT

Texas Bar Number 00788586

Email: clay@viltlaw.com

KERRY PRISOCK

Texas Bar Number 24082005

Email: kerry@viltlaw.com

5177 Richmond Avenue, Suite 1142

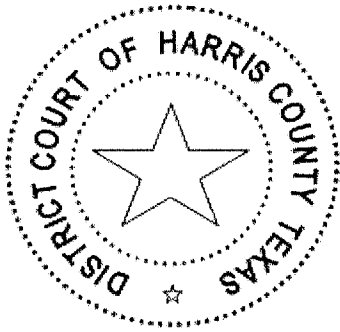
Houston, Texas 77056

Telephone: 713.840.7570

Facsimile: 713.877.1827

ATTORNEYS FOR PLAINTIFF

Unofficial Copy Office of Marilynn B. Jones District Clerk



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this September 13, 2019

Certified Document Number: 87083285 Total Pages: 2

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk

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CAUSE NO. 2019-61600

TARWONIA ALBROW § IN THE DISTRICT COURT
 §
v. § HARRIS COUNTY, TEXAS
 §
CITIMORTGAGE, INC. § 165th JUDICIAL DISTRICT

SHOW CAUSE ORDER

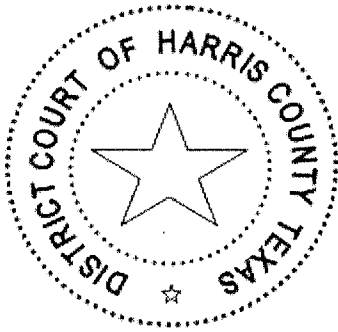
It is hereby ORDERED that a temporary injunction hearing is set for the ____ day of _____, 2019 starting at _____ a.m./p.m. to show cause why the temporary restraining order issued in this matter on August 30, 2019 should not be made a temporary injunction pending a full trial on the merits.

SIGNED this the _____ day of September, 2019.

JUDGE PRESIDING

Exhibit B8

Unofficial Copy Office of Marilyn Burgess District Clerk



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this September 13, 2019

Certified Document Number: 87083287 Total Pages: 1

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk

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CAUSE NO. 2019-61600

TARWONIA ALBROW § IN THE DISTRICT COURT
 §
v. § HARRIS COUNTY, TEXAS
 §
CITIMORTGAGE, INC. § 165th JUDICIAL DISTRICT

ORDER GRANTING
MOTION TO EXTEND TEMPORARY RESTRAINING ORDER

CAME ON THIS DAY for consideration the Motion to Extend Temporary Restraining Order. After considering the Motion and the pleadings in this matter, the Court is of the opinion that the Motion should be GRANTED. It is therefore

ORDERED that the Motion to Extend Temporary Restraining Order is hereby GRANTED. It is further

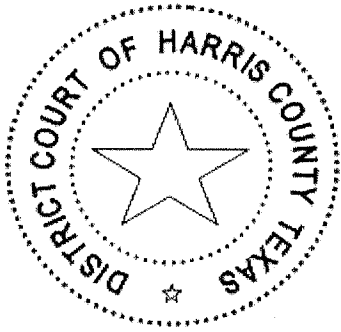
ORDERED that the existing Temporary Restraining Order in this matter is hereby extended and will expire on September 27, 2019.

SIGNED on this the _____ day of September, 2019.

JUDGE PRESIDING

Exhibit B9

Unofficial Copy Office of Marilyn Burgess District Clerk



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this September 13, 2019

Certified Document Number: 87083286 Total Pages: 1

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk

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CAUSE NO. 2019-61600

P-1
CASO

TARWONIA ALBROW

§
§
§
§
§

IN THE DISTRICT COURT

v.

HARRIS COUNTY, TEXAS

CITIMORTGAGE, INC.

165th JUDICIAL DISTRICT

SHOW CAUSE ORDER

It is hereby ORDERED that a temporary injunction hearing is set for the 26th day of September, 2019 starting at 4:00 a.m./p.m. to show cause why the temporary restraining order issued in this matter on August 30, 2019 should not be made a temporary injunction pending a full trial on the merits. at 201 Caroline Street, Houston, Texas,

SIGNED this the 1 2th day of September, 2019, 3:33pm

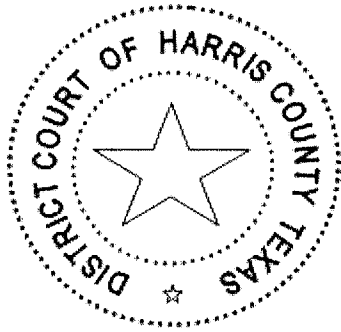
Veronica Hall

JUDGE PRESIDING

Unofficial Copy Office of Marilyn Burgess District Clerk

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

Exhibit B10



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this September 20, 2019

Certified Document Number: 87137688 Total Pages: 1

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk

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CAUSE NO. 2019-61600

TARWONIA ALBROW

§
§
§
§
§

IN THE DISTRICT COURT

v.

HARRIS COUNTY, TEXAS

CITIMORTGAGE, INC.

165th JUDICIAL DISTRICT

P-1
XTROX

ORDER GRANTING
MOTION TO EXTEND TEMPORARY RESTRAINING ORDER

CAME ON THIS DAY for consideration the Motion to Extend Temporary Restraining Order. After considering the Motion and the pleadings in this matter, the Court is of the opinion that the Motion should be GRANTED. It is therefore

ORDERED that the Motion to Extend Temporary Restraining Order is hereby GRANTED. It is further

ORDERED that the existing Temporary Restraining Order in this matter is hereby extended and will expire on September 27, 2019. The Court hereby authorizes the bond filed for temporary restraining order continued as bond supporting temporary injunction. vtt

SIGNED on this the 12th day of September, 2019, 3:33pm.

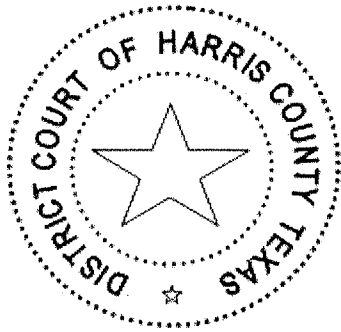
Ansula Hall

JUDGE PRESIDING

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

Exhibit B11

Unofficial Copy Office of Marilyn Burgess District Clerk



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this September 20, 2019

Certified Document Number: 87137687 Total Pages: 1

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

CAUSE NO. 2019-61600

TARWONIA ALBROW,
Plaintiff,

VS.

CITIMORTGAGE, INC.
Defendant.

§ IN THE DISTRICT COURT
§
§
§
§ OF HARRIS COUNTY, TEXAS
§
§
§
§ 165TH JUDICIAL DISTRICT

DEFENDANT'S ORIGINAL ANSWER

Defendant CitiMortgage, Inc. ("CMI") files its original answer and respectfully shows the Court the following:

I. GENERAL DENIAL

Pursuant to Rule 92 of the Texas Rules of Civil Procedure, CMI generally denies each and every allegation in the Original Petition, Application for Injunctive Relief, and Request for Disclosures (the "Petition") filed by Plaintiff Tarwonia Albrow ("Plaintiff"), as well as any and all amended or supplemental petitions, and demands strict proof thereof.

II. DEFENSES

In addition to its general denial, CMI asserts the following defenses without conceding which party bears the burden of proof on such defenses:

1. Plaintiff fails to state a claim on which relief can be granted.
2. Plaintiff's claims are barred in whole or in part by the doctrine(s) of estoppel (in all its forms) and/or waiver.
3. Plaintiff's claims are barred in whole or in part by the statute of frauds.
4. Plaintiff's claims are barred in whole or in part because she has not suffered any injury or damages.

Exhibit B12

5. Plaintiff's claims are barred in whole or in part by the doctrine of unclean hands.

6. Plaintiff's claim for damages of any kind are offset in whole or in part by the amounts they owe CMI under the terms of the loan at issue.

7. Plaintiff's claims and damages are subject to and/or barred by the terms of any relevant and applicable contracts or agreements.

8. Plaintiff's claims are barred in whole or in part because Plaintiff lacks standing to assert them.

9. Plaintiff's claims are barred in whole or in part because CMI complied with all applicable regulations, statutes, and guidelines.

10. Plaintiff's claim for attorney fees is barred because they have not asserted, and cannot prevail on, any cause of action that would support an award of attorney fees. CMI also reserves the right to challenge the reasonableness and necessity of any attorney fees.

11. Plaintiff's claims may also be barred by additional defenses that may arise during the course of this litigation, which defenses CMI reserves the right to assert.

III. RESERVATION OF RIGHTS

As authorized by the Texas Rules of Civil Procedure, CMI reserves the right to amend this pleading before the trial of this cause on the merits.

V. PRAYER

WHEREFORE, PREMISES CONSIDERED, CMI asks the Court to enter judgment that Plaintiff take nothing on her claims and award CMI all other and further relief, at law or in equity, to which it may be entitled.

Respectfully submitted,

LOCKE LORD LLP



Robert T. Mowrey
State Bar No. 14607500
rmowrey@lockelord.com
2200 Ross Avenue, Suite 2200
Dallas, Texas 75201-6776
(214) 740-8000
(214) 740-8800 (facsimile)

Kurt Lance Krolikowski
State Bar No. 24074548
kkrolikowski@lockelord.com
Russell Stockman
State Bar No. 24110412
russell.stockman@lockelord.com
2800 JP Morgan Chase Tower
600 Travis Street
Houston, Texas 77002
(713) 226-1200
(713) 223-3717 (facsimile)

**ATTORNEYS FOR DEFENDANT
CITIMORTGAGE, INC.**

Unofficial Copy Office of Matthew R. Goss District Clerk

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was served upon the following counsel pursuant to Rules 21 and 21a of the Texas Rules of Civil Procedure on September 13, 2019.

Robert C. Vilt
Kerry Prisock
Vilt and Associates, P.C.
7700 San Felipe St, Suite 330
Houston, TX 77063
clay@viltlaw.com
kerry@viltlaw.com
Fax: 713.877.1827



Kurt Lance Krolikowski

Unofficial Copy Office of Marilyn Bugas District Clerk



I, Marilyn Burgess, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office this September 20, 2019

Certified Document Number: 87119540 Total Pages: 4

Marilyn Burgess, DISTRICT CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Marilyn Burgess District Clerk

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ROBERT C. VILT
clay@viltlaw.com
State Bar No. 00788586
KERRY PRISOCK
kerry@viltlaw.com
State Bar No. 24082005
VILT & ASSOCIATES, P.C.
5177 Richmond Avenue, Suite 1142
Houston, Texas 77056
(713) 840-7570 – *telephone*
(713) 877-1827 – *facsimile*

COUNSEL FOR PLAINTIFF

ROBERT T. MOWREY
Attorney-in-Charge
rmowrey@lockelord.com
State Bar No. 14607500
Southern District Number: 9529
LOCKE LORD LLP
2200 Ross Avenue, Suite 2800
Dallas, Texas 75201-6776
(214) 740-8000 – *telephone*
(214) 740-8800 – *facsimile*

KURT LANCE KROLIKOWSKI
krolikowski@lockelord.com
State Bar No. 24074548
Southern District Number: 1146373
RUSSELL A. STOCKMAN
State Bar No. 24110412
Southern District Number: 3351175
LOCKE LORD LLP
600 Travis Street, Suite 2800
Houston, Texas 77002-3095
(713) 226-1200 – *telephone*
(713) 223-3717 – *facsimile*

**COUNSEL FOR
CITIMORTGAGE, INC.**