

8. I maintained my efforts to sell the Property; however, in December 2019, I began to receive a barrage of mail from investors who wished to purchase my Property due to the forthcoming foreclosure sale. I was frustrated because I had not received any notices from Wilmington informing me that I was in danger of losing my property. Apparently, Wilmington posted my Property for foreclosure sale without sending me proper and timely notice of default, an opportunity to cure the default, notice of intent to accelerate, notice of acceleration, and notice of foreclosure sale as required by the Texas Property Code thereby violating my due process rights as well as the Deed of Trust.

9. Further, Plaintiff is informed and believes, and thereon alleges, that in order to conduct a foreclosure action, a person or entity must have standing under the deed of trust and statute. Plaintiff is informed and believes, and thereon alleges, that in order to assign a deed of trust, some person or entity must rightfully hold the note that the deed of trust secures payment on; an assignment of the mortgage note carries the deed of trust with it, while an assignment of the deed of trust alone is a nullity.

10. Wilmington cannot produce any evidence that the my mortgage note has ever been transferred to them. Any attempt to transfer the beneficial interest of a deed of trust without actual ownership of the underlying mortgage note is void under the law. Therefore, Wilmington cannot establish that is entitled to assert a claim in this case such that the assignment to Wilmington was effective at all. As such, Defendant Wilmington does not have standing to seek a non-judicial foreclosure of the Property.

My name is Joseph Johnson, my date of birth is August 01, 1957, and my address is 11606 Lakewood Crossing Tomball, TX 77377. I declare under penalty of perjury that the foregoing information is true and correct."

Executed in Harris County, State of Texas, on the _____ day of January, 2020.


JOSEPH JOHNSON