

APPENDIX A

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 20-1197
(8:19-cv-00046-PWG)

TOI HORN

Debtor - Appellant

v.

FEDERAL NATIONAL MORTGAGE ASSOCIATION ("Fannie Mae")

Creditor- Appellee

and

STEVEN H. GREENFELD

Trustee- Appellee

J U D G M E N T

In accordance with the decision of this court, the judgment of the district court is affirmed.

This judgment shall take effect upon issuance of this court's mandate in accordance with Fed. R. App. P. 41.

/s/ PATRICIA S. CONNOR, CLERK

UNPUBLISHED

**UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT**

No. 20-1197

TOI HORN,

Debtor - Appellant,

v.

FEDERAL NATIONAL MORTGAGE ASSOCIATION ("Fannie Mae"),

Creditor - Appellee,

STEVEN H. GREENFELD,

Trustee - Appellee.

Appeal from the United States District Court for the District of Maryland, at Greenbelt.
Paul W. Grimm, District Judge. (8:19-cv-00046-PWG)

Submitted: October 14, 2020

Decided: October 22, 2020

Before AGEE and QUATTLEBAUM, Circuit Judges, and TRAXLER, Senior Circuit
Judge.

Affirmed by unpublished per curiam opinion.

Toi Horn, Appellant Pro Se. Elizabeth Marian Abood-Carroll, Troy, Michigan, Alyssa
Lynn Szymczyk, ORLANS, PC, Leesburg, Virginia, for Appellee.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

Toi Horn appeals the district court's orders: (1) affirming the bankruptcy court's order lifting the automatic stay in Horn's Chapter 7 proceeding, and (2) denying her motion to alter or amend the judgment. We have reviewed the record and find no reversible error. Accordingly, we affirm for the reasons stated by the district court. *Horn v. Fed. Nat'l Mortg. Assoc.*, No. 8:19-cv-00046-PWG (D. Md. Sept. 27, 2019; Jan. 2, 2020). We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before this court and argument would not aid the decisional process.

AFFIRMED

FILED: December 1, 2020

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 20-1197
(8:19-cv-00046-PWG)

TOI HORN

Debtor - Appellant

v.

FEDERAL NATIONAL MORTGAGE ASSOCIATION ("Fannie Mae")

Creditor- Appellee

and

STEVEN H. GREENFELD

Trustee- Appellee

O R D E R

The court denies the petition for rehearing.

Entered at the direction of the panel: Judge Agee, Judge Quattlebaum, and
Senior Judge Traxler.

For the Court

/s/ Patricia S. Connor, Clerk

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FILED: December 9, 2020

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 20-1197
(8:19-cv-00046-PWG)

TOI HORN

Debtor - Appellant

v.

FEDERAL NATIONAL MORTGAGE ASSOCIATION ("Fannie Mae")

Creditor- Appellee

and

STEVEN H. GREENFELD

Trustee- Appellee

M A N D A T E

The judgment of this court, entered October 22, 2020, takes effect today.

This constitutes the formal mandate of this court issued pursuant to Rule
41(a) of the Federal Rules of Appellate Procedure.

5a

/s/Patricia S. Connor, Clerk

**UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT
OFFICE OF THE CLERK**

1100 East Main Street, Suite 501
Richmond, Virginia 23219-3517
www.ca4.uscourts.gov

Patricia S. Connor
Clerk

Telephone
804-916-2700

August 10, 2020

**JURISDICTIONAL NOTICE - AWAITING
ENTRY OF ORDER UNDER FRAP 4(a)**

No. 20-1197, Toi Horn v. Federal National Mortgage
8:19-cv-00046-PWG

Review of the district court docket discloses that the district court is considering relief under Rule 4(a)(4) or (5), thereby suspending proceedings on appeal in this case. Accordingly, this appeal will not proceed until the district court has issued its ruling. The parties are directed to immediately inform this office in writing of the district court's ruling on the motion and whether they intend to appeal the ruling.

Emily Borneisen, Deputy Clerk
804-916-2704

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UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

CHAMBERS OF
PAUL W. GRIMM
UNITED STATES DISTRICT JUDGE

6500 CHERRYWOOD LANE
GREENBELT, MARYLAND 20770
(301) 344-0670
(301) 344-3910 FAX

August 28, 2020

RE: *Horn v. Fannie Mae*, PWG-19-cv-00046

LETTER ORDER

Dear Parties:

This Letter Order addresses Ms. Toi Horn's filing titled, "Emergency Notice – To Request the Court Reverse the Clear Error of Judgment," ECF No. 38. For the reasons discussed below, Ms. Horn's notice, construed as a motion to amend judgment under Federal Rule of Civil Procedure 59(e), is denied.

In a previous Order, I summarized the undisputed factual background as follows:

On March 28, 2018, a foreclosure sale was held for the real property known as 10312 Garson Terrace, Lanham, Maryland, 20706 (the "Property"). ECF No. 28 at 3. On May 1, 201[8], after the foreclosure sale, Horn filed a petition for bankruptcy relief. *Id.* The Bankruptcy Court issued an automatic stay of the foreclosure sale under 11 U.S.C. §362(a). *Id.* Fannie Mae filed a motion to terminate the automatic stay for cause under 11 U.S.C. §362(d). ECF No. 28-1. The Bankruptcy Court notified Horn of the motion to terminate the automatic stay. ECF No. 28-1 at 6. Horn did not respond to the motion. The Bankruptcy Court granted Fannie Mae's motion and terminated the automatic stay.

ECF No. 37 at 1-2.

On January 2, 2019, Ms. Horn filed this case appealing the Bankruptcy Court's termination of the automatic stay. ECF No. 1. On September 27, 2019, I issued an Order dismissing Ms. Horn's appeal. ECF No. 37. I explained that Ms. Horn failed to designate a record on appeal and did not provide an intelligible basis for relief. *Id.* at 2. Moreover, I found that the Bankruptcy Court's decision to terminate the stay in accordance with 11 U.S.C. § 362(d)(1) was not an abuse of discretion and was supported by existing caselaw. *Id.* at 3-4 (citing *In re DeSouza*, 135 B.R. 793 (Bankr. D. Md. 1991)).

On October 17, 2019, Ms. Horn filed the pending document, titled, "Emergency Notice – To Request the Court Reverse the Clear Error of Judgment." ECF No. 38. I issued a Letter Order construing this filing as a motion for reconsideration and directing the parties to brief the

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issue. ECF No. 41. Fannie Mae filed a response. ECF No. 42.¹ Ms. Horn then filed several “notices” and an “affidavit of facts.” ECF Nos. 43, 44, 45.

As best as the Court is able to interpret the filings, Ms. Horn alleges that she spoke with a Fannie Mae representative on October 10, 2019 and learned that Fannie Mae previously was an investor in the Property but it no longer had an interest in the property. ECF No. 38 at 1. Based on this, Ms. Horn states that this case must not be dismissed if Fannie Mae does not actually have an interest in the property. *Id.* at 2. Ms. Horn also questions the interests of “Tichi Property, LLC by Hameedullah Virk,” who purchased the property in the foreclosure sale, and Orlans PC, Fannie Mae’s counsel. *Id.* Ms. Horn asks that the Court subpoena Fannie Mae and Tichi Property, LLC, investigate Orlans PC, reverse its prior judgments regarding the automatic stay, and lift the lien on the Property. *Id.*; ECF No. 45.

A party may move to amend a judgment under Rule 59, or for relief from a judgment under Rule 60. *See MLC Auto., LLC v. Town of So. Pines*, 532 F.3d 269, 277–80 (4th Cir. 2008); *Knott v. Wedgwood*, No. DKC-13-2486, 2014 WL 4660811, at *2 (D. Md. Sept. 11, 2014). A motion to alter or amend judgment that “call[s] into question the correctness of that order” and is filed within twenty-eight days of the judgment is analyzed under Rule 59(e). *See MLC Auto.*, 532 F.3d at 277–80; Fed. R. Civ. P. 59(e). Ms. Horn’s motion was filed within twenty-eight days after entry of judgment. It therefore will be considered as a Motion for Relief from Judgment under Rule 59(e). *See MLC Auto.*, 532 F.3d at 277–80; Fed. R. Civ. P. 59(e).

Although the text of Rule 59(e) itself does not provide a standard under which a district court may grant a motion to alter or amend a judgment, the Fourth Circuit previously has recognized that there are “three grounds for amending an earlier judgment: (1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice.” *Hutchinson v. Staton*, 994 F.2d 1076, 1081 (4th Cir. 1993). Rule 59(e) motions “may not be used, however, to raise arguments which could have been raised prior to the issuance of the judgment, nor may they be used to argue a case under a novel legal theory that the party had the ability to address in the first instance.” *Pacific Ins. Co. v. Am. Nat’l Fire Ins. Co.*, 148 F.3d 396, 403 (4th Cir. 1998). In general, “reconsideration of a judgment after its entry is an extraordinary remedy which should be used sparingly.” *Id.*

Ms. Horn fails to meet any of the grounds for this Court to amend its judgment. Ms. Horn has not identified an intervening change of law or identified any error of law in this Court’s judgment. And while the Court recognizes that Ms. Horn may consider the foreclosure sale in question as a manifest injustice, that sale occurred before Ms. Horn’s bankruptcy petition was filed and for the reasons stated in my prior Order, the Bankruptcy Court’s decision to terminate the automatic stay of proceedings was not an abuse of discretion and was consistent with prior caselaw.

At best, Ms. Horn identifies “new evidence” in the form of the alleged telephone call she had with a representative of Fannie Mae on October 10, 2019 in which the Fannie Mae representative stated that Fannie Mae did not have a current interest in the property. But even if

¹ Ms. Horn then appealed my Order dismissing her appeal to the Fourth Circuit. ECF No. 49. Because Ms. Horn’s motion for reconsideration was still pending, the Fourth Circuit suspended the appeal before it until this motion is resolved. ECF No. 53.

this allegation is accepted as true, it hardly is revelatory because at the time of Ms. Horn's telephone call, Fannie Mae no longer had an interest in the property because it had sold it to a third party, all of which was clearly foreseeable as soon as the Bankruptcy Court issued its lift stay order. Therefore Ms. Horn has not presented any "new evidence" that would constitute grounds for amending the judgment.

To clarify the record, the Court does recognize a misstatement in its September 27, 2019 Order dismissing Ms. Horn's appeal. The Court stated:

Fannie Mae argued before the Bankruptcy Court that it *purchased* the Property in a foreclosure sale. After the foreclosure sale, but prior to Fannie Mae recording the deed for the Property, Horn filed this bankruptcy case. Fannie Mae's motion requested that the stay be terminated to allow it to exercise its non-bankruptcy rights under state law, including the right to obtain ratification of the sale.

ECF No. 37 at 3 (emphasis added). In fact, the Court should have stated that Fannie Mae *sold* the property in a foreclosure sale. Based on this misstatement, Ms. Horn believes that Fannie Mae and Orleans PC perpetrated a fraud on the Court. But this misstatement did not affect the Court's analysis of the Bankruptcy Court's decision to terminate the automatic stay, the key point of which is that it was not an abuse of discretion to terminate the stay to allow Fannie Mae to exercise its rights to ratify the sale under state law. Therefore this misstatement did not affect the Court's judgment, presents no evidence of fraud, and provides no grounds for relief.

Finally, in two other filings, Ms. Horn states that the Circuit Court for Prince George's County never ratified the sale and therefore this Court should dismiss the filings by Fannie Mae and Orleans PC in this case. *See* ECF Nos. 43, 44. These issues are not properly before the Court as part of Ms. Horn's appeal or motion for reconsideration. *See Volvo Constr. Equip. N. Am., Inc. v. CLM Equip. Co.*, 386 F.3d 581, 603 (4th Cir. 2004) (absent exception circumstances, no new arguments on appeal); *Pacific Ins. Co. v. Am. Nat'l Fire Ins. Co.*, 148 F.3d 396, 403 (4th Cir. 1998) (no new arguments or novel legal theories in motion for reconsideration that could have been raised earlier). Therefore the Court does not address these issues.

For the foregoing reasons, Ms. Horn's motion, ECF No. 38, is denied. Although informal, this is an Order of Court and will be docketed accordingly. The Clerk will mail a copy to Ms. Horn.

Sincerely,

/S/

Paul W. Grimm
United States District Judge

UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

CHAMBERS OF
PAUL W. GRIMM
UNITED STATES DISTRICT JUDGE

6500 CHERRYWOOD LANE
GREENBELT, MARYLAND 20770
(301) 344-0670
(301) 344-3910 FAX

October 13, 2020

RE: *Horn v. Fannie Mae*, PWG-19-cv-00046

LETTER ORDER

Dear Parties:

This Letter Order addresses Toi Horn's letter requesting an extension of time to respond to my Letter Order of August 28, 2020 (ECF No. 59). Horn's request will be denied without prejudice.

On September 4, 2020, Horn filed a Notice of Appeal (ECF No. 56) as to my Letter Order of August 28, 2020 (ECF No. 55), which denied Horn's "Emergency Notice to Request the Court Reverse the Clear Error of Judgment" (ECF No. 38). Because Horn has now appealed my letter order, I do not have authority to revisit the issue. If the Fourth Circuit reverses my decision in the order that Horn has appealed, Horn will be afforded an opportunity to respond.

For the these reasons, Horn's motion, ECF No. 59, is denied without prejudice. Although informal, this is an Order of Court and will be docketed accordingly. The Clerk will mail a copy to Horn.

Sincerely,

/S/

Paul W. Grimm
United States District Judge

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UNITED STATES DISTRICT COURT
DISTRICT OF MARYLAND

CHAMBERS OF
PAUL W. GRIMM
UNITED STATES DISTRICT JUDGE

6500 CHERRYWOOD LANE
GREENBELT, MARYLAND 20770
(301) 344-0670
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November 6, 2020

RE: *Horn v. Fannie Mae*, PWG-19-cv-00046

LETTER ORDER

Dear Parties:

This Letter Order addresses Toi Horn's filings titled "Response to Letter Order," ECF Nos. 62 and 63. For the reasons discussed below, Ms. Horn's letters, construed as Motions for Relief From an Order under Federal Rule of Civil Procedure 60(b)(6), are denied.

On January 2, 2019, Ms. Horn filed this case appealing the Bankruptcy Court's termination of the automatic stay. ECF No. 1. That termination allowed Fannie Mae to proceed with the purchase of the Property at issue. On September 27, 2019, I issued an Order dismissing Ms. Horn's appeal. ECF No. 37. I explained that Ms. Horn failed to designate a record on appeal and did not provide an intelligible basis for relief. *Id.* at 2.

In that Order dismissing the appeal, I summarized the undisputed factual background as follows:

On March 28, 2018, a foreclosure sale was held for the real property known as 10312 Garson Terrace, Lanham, Maryland, 20706 (the "Property"). ECF No. 28 at 3. On May 1, 2019, after the foreclosure sale, Horn filed a petition for bankruptcy relief. *Id.* The Bankruptcy Court issued an automatic stay of the foreclosure sale under 11 U.S.C. § 362(a). *Id.* Fannie Mae filed a motion to terminate the automatic stay for cause under 11 U.S.C. § 362(d). ECF No. 28-1. The Bankruptcy Court notified Horn of the motion to terminate the automatic stay. ECF No. 28-1 at 6. Horn did not respond to the motion. The Bankruptcy Court granted Fannie Mae's motion and terminated the automatic stay.

ECF No. 37 at 1-2.

On October 17, 2019 Ms. Horn filed a document titled "Emergency Notice – To Request the Court Reverse the Clear Error of Judgment." ECF No. 38. I issued a Letter Order construing this filing as a motion for reconsideration and directed the parties to brief the issue. ECF No. 41. Fannie Mae filed a response, ECF No. 42. Ms. Horn then filed several "notices" and an "affidavit of facts," ECF Nos. 43, 44, 45.

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On August 28, 2020, I denied Ms. Horn's motion for reconsideration after finding Ms. Horn failed to meet any of the grounds for reconsideration set forth in *Hutchinson v. Staton*, 994 F.2d 1076, 1081 (4th Cir. 1993).¹ ECF No. 55 at 2.

On September 22, 2020, Ms. Horn appealed my August 28, 2020 Order to the Fourth Circuit, requesting that the court give her more time to respond to the Order. ECF No. 56. On September 29, 2020, while the appeal was pending, Ms. Horn filed with this Court a Motion for Extension of Time, requesting additional time to respond to the August 28th Order. ECF No. 59. On October 13, 2020, I denied Ms. Horn's request because her pending appeal rendered me without authority to address the issue. ECF No. 60. On October 22, 2020, the Fourth Circuit, in a *per curiam* order, affirmed my August 28th Order. ECF No. 61. The Fourth Circuit's mandate has yet to issue.

Now, Ms. Horn again requests more time to respond to the August 28th Order, correctly stating that she filed a motion for extension of time to respond to the Order, ECF No. 59, and also stating that the Court is denying her the right to respond. ECF Nos. 62, 63. Ms. Horn appears to suggest it is her Due Process right to respond in this case.

Unfortunately for Ms. Horn, at this stage, she is without an available legal remedy. I have decided, construing her arguments as a *pro se* party generously, see *United States v. Brown*, 797 Fed. App'x 85, 89 (4th Cir. 2019), that her appeal in this case is without merit. Every court before which she has proceeded agrees: the Bankruptcy Court terminated the automatic stay over the property at issue, allowing Fannie Mae to obtain possession over the property, ECF No. 1-1 at 2; I affirmed the Bankruptcy Court's ruling, ECF No. 37; and the Fourth Circuit affirmed my ruling, ECF No. 61-2. The Court is unable to conceive of any Due Process theory under which Ms. Horn would be entitled to relief, even when construing her motion liberally, as the Court is required to do. Due Process requires that an individual be afforded fair notice and an opportunity to be heard when the individual is facing adverse state action. *Snider Intern. Corp. v. Town of Forest Heights, Md.*, 739 F.3d 140, 146 (4th Cir. 2014). Ms. Horn, having been afforded opportunities to plead her case before three courts, has surely received adequate Due Process. However, she has failed to present a prevailing basis for any remedy when it comes to the property at issue.

For the foregoing reasons, Ms. Horn's motions, ECF Nos. 62 and 63, are denied. Although informal, this is an Order of Court and will be docketed accordingly. The Clerk shall mail a copy to Ms. Horn.

Sincerely,

/S/

Paul W. Grimm
United States District Judge

¹ Those grounds are: "(1) to accommodate an intervening change in controlling law; (2) to account for new evidence not available at trial; or (3) to correct a clear error of law or prevent manifest injustice." *Hutchinson v. Staton*, 994 F.2d 1076, 1081 (4th Cir. 1993).

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND**
Southern Division

TOI HORN

*

Appellant,

*

v.

*

CASE NO. PWG-19-46

**FEDERAL NATIONAL MORTGAGE
ASSOCIATION ("FANNIE MAE")**

*

Appellee,

*

*

* * * * *

MEMORANDUM OPINION AND ORDER

Toi Horn appeals an order terminating an automatic stay of foreclosure proceedings entered by the United States Bankruptcy Court for the District of Maryland. The termination of the automatic stay permitted Fannie Mae to proceed with the purchase in a foreclosure sale of real property in which Horn alleges to have an interest. The appeal is fully briefed,¹ though Horn does not provide any colorable arguments to support her appeal. Because the Bankruptcy Court's order terminating the stay was not an abuse of discretion, Horn's appeal is DISMISSED.

Background

Horn has not designated a record on appeal and has not included an intelligible statement of facts in her brief, ECF No. 22. The following information is uncontested in Appellee's brief, ECF No. 28, and on the docket in the proceedings below transmitted by the Clerk, ECF No. 4. On March 28, 2018, a foreclosure sale was held for the real property known as 10312 Garson Terrace, Lanham, Maryland, 20706 (the "Property"). ECF No. 28 at 3. On May 1, 2019, after the

¹ See ECF Nos. 22, 28. A hearing is not necessary. See Loc. R. 105.6.

foreclosure sale, Horn filed a petition for bankruptcy relief. *Id.* The Bankruptcy Court issued an automatic stay of the foreclosure sale under 11 U.S.C. §362(a). *Id.* Fannie Mae filed a motion to terminate the automatic stay for cause under 11 U.S.C. §362(d). ECF No. 28-1. The Bankruptcy Court notified Horn of the motion to terminate the automatic stay. ECF No. 28-1 at 6. Horn did not respond to the motion. The Bankruptcy Court granted Fannie Mae's motion and terminated the automatic stay. ECF No. 1-1.

Horn filed a notice to appeal the Bankruptcy Court's order terminating the automatic stay to this Court. ECF No. 1. Horn did not designate a record as required by Federal Rules of Bankruptcy Procedure Rule 8009. Under Local Rule 404.2, the Clerk designated a partial record by transmitting the docket sheet. ECF No. 4. Horn filed many notices and affidavits but not an appellate brief as required by Federal Rules of Bankruptcy Procedure Rule 8018. On March 11, 2019, I issued a show cause order as to why the appeal should not be dismissed pursuant to Local Rule 404.3 for failure to file an appellate brief. ECF No. 17. On April 2, 2019, I issued an order granting Horn an extension of time to file an appellate brief. ECF No. 21. On April 26, 2019, Horn filed an appellate brief, titled "Bill of Complaint in Equity Presentment to Void Proceedings and Jurisdiction." ECF No. 22. On May 29, 2019, Horn filed a notice to amend her brief. ECF No. 23. I granted Horn leave to file an amended brief by June 18, 2019. ECF No. 24. Horn filed additional notices but did not amend her brief. On July 8, 2019, Fannie Mae filed its brief in response to Horn's appellate brief. ECF No. 28.

Discussion

A district court hearing an appeal from the bankruptcy court reviews the bankruptcy court's findings of fact for clear error and legal conclusions de novo. Fed. R. Bankr. P. 8013. "A decision to lift the automatic stay under section 362 of the [Bankruptcy] Code is within the discretion of

the bankruptcy judge and this decision may be overturned on appeal only for abuse of discretion.” *In re Robbins*, 964 F.2d 342, 345 (4th Cir. 1992), *as amended* (May 27, 1992). “An abuse of discretion occurs only when the bankruptcy court relies upon clearly erroneous findings of fact or uses an erroneous legal standard.” *McDow v. Official Comm. of Equity Sec. Holders of Criimi Mae Inc.*, 247 B.R. 146, 151 (D. Md. 1999) (citing *Westberry v. Gislaved Gummi AB*, 178 F.3d 257, 261 (4th Cir.1999). Nonetheless, “[t]his court is obligated to review the record and reasons offered by the [bankruptcy] court and to reverse if the ‘court has a definite and firm conviction that the court below committed a clear error of judgment in the conclusion it reached upon a weighing of the relevant factors.’” *Id.*

Section 362(d) of the Bankruptcy Code permits courts to terminate an automatic stay for cause. 11 U.S.C. § 362(d)(1). Courts must make this determination on a case-by-case basis and “balance potential prejudice to the bankruptcy debtor’s estate against the hardships that will be incurred by the person seeking relief from the automatic stay if relief is denied.” *In re Robbins*, 964 F.2d at 345.

Here, Fannie Mae argued before the Bankruptcy Court that it purchased the Property in a foreclosure sale. After the foreclosure sale, but prior to Fannie Mae recording the deed for the Property, Horn filed this bankruptcy case. Fannie Mae’s motion requested that the stay be terminated to allow it to exercise its non-bankruptcy rights under state law, including the right to obtain ratification of the sale. ECF No. 28-1. Horn did not respond to these arguments. Based on Fannie Mae’s motion, the Bankruptcy Court found that Fannie Mae had established good cause to lift the stay and allowed it to proceed under applicable non-bankruptcy law to enforce its remedies with respect to the Property. ECF No. 28-1 at 1–2. Horn has submitted many filings on appeal but does not offer any intelligible arguments as to why this was an abuse of discretion. Therefore,

the record in this case demonstrates that the Bankruptcy Court's order terminating the stay was not an abuse of discretion.

Further, the facts of this case are similar to those in *In re DeSouza*, 135 B.R. 793 (Bankr. D. Md. 1991). In that case, the creditor was a successful bidder on a foreclosure sale. *Id.* at 794. As in this case, the debtor then filed a bankruptcy petition that generated an automatic stay before the sale was ratified. *Id.* The court held that under Maryland law, equitable title of the property had transferred to the creditor while the debtor had legal title, and that "the bankruptcy court has no power to undo a pre-filing foreclosure sale and restore the equitable title to the legal title holder." *Id.* at 795–96. The court then concluded that reuniting legal and equitable title in the hands of the creditor under state law constituted good cause for lifting the stay. *Id.* at 797. Like in *In re De Souza*, the Bankruptcy Court here found that Fannie Mae established cause to terminate the stay to exercise its rights under state law to ratify its foreclosure purchase. Therefore, the Bankruptcy Court's order terminating the stay was supported by existing case law and was not an abuse of discretion.

For the foregoing reasons, Horn's appeal is DISMISSED.

ORDER

Accordingly, it is this 27th day of September, 2019, hereby ORDERED that

1. Horn's appeal is DISMISSED;
2. The Clerk SHALL CLOSE this case; and
3. The Clerk SHALL MAIL a copy of this Order to Horn.

/S/
Paul W. Grimm
United States District Judge

SO ORDERED



Lori Simpson
LORI S. SIMPSON
U.S. BANKRUPTCY JUDGE

| | | | |
|--|-----------------|-------------|-----------|
| Information to identify the case: | | | |
| Debtor 1 | Toi Horn | | |
| | First Name | Middle Name | Last Name |
| Debtor 2 | | | |
| (Spouse, if filing) | First Name | Middle Name | Last Name |
| United States Bankruptcy Court District of Maryland | | | |
| Case number: 18-15871 LSS Chapter: 7 | | | |
| Social Security number or ITIN xxx-xx-2856 | | | |
| EIN 47-6830466 | | | |
| Social Security number or ITIN ---- | | | |
| EIN -- | | | |

Order of Discharge

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IT IS ORDERED: A discharge under 11 U.S.C. § 727 is granted to:

Toi Horn
aka Toi J'vhamn Horn

Explanation of Bankruptcy Discharge in a Chapter 7 Case

This order does not close or dismiss the case, and it does not determine how much money, if any, the trustee will pay creditors.

Creditors cannot collect discharged debts

This order means that no one may make any attempt to collect a discharged debt from the debtors personally. For example, creditors cannot sue, garnish wages, assert a deficiency, or otherwise try to collect from the debtors personally on discharged debts. Creditors cannot contact the debtors by mail, phone, or otherwise in any attempt to collect the debt personally. Creditors who violate this order can be required to pay debtors damages and attorney's fees.

However, a creditor with a lien may enforce a claim against the debtors' property subject to that lien unless the lien was avoided or eliminated. For example, a creditor may have the right to foreclose a home mortgage or repossess an automobile.

This order does not prevent debtors from paying any debt voluntarily or from paying reaffirmed debts according to the reaffirmation agreement. 11 U.S.C. § 524(c), (f).

Most debts are discharged

Most debts are covered by the discharge, but not all. Generally, a discharge removes the debtors' personal liability for debts owed before the debtors' bankruptcy case was filed.

Also, if this case began under a different chapter of the Bankruptcy Code and was later converted to chapter 7, debts owed before the conversion are discharged.

In a case involving community property: Special rules protect certain community property owned by the debtor's spouse, even if that spouse did not file a bankruptcy case.

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Some debts are not discharged

Examples of debts that are not discharged are:

- ◆ debts that are domestic support obligations;
- ◆ debts for most student loans;
- ◆ debts for most taxes;
- ◆ debts that the bankruptcy court has decided or will decide are not discharged in this bankruptcy case;
- ◆ debts for most fines, penalties, forfeitures, or criminal restitution obligations;
- ◆ some debts which the debtors did not properly list;
- ◆ debts for certain types of loans owed to pension, profit sharing, stock bonus, or retirement plans; and
- ◆ debts for death or personal injury caused by operating a vehicle while intoxicated.

Also, debts covered by a valid reaffirmation agreement are not discharged.

In addition, this discharge does not stop creditors from collecting from anyone else who is also liable on the debt, such as an insurance company or a person who cosigned or guaranteed a loan.

This information is only a general summary of the bankruptcy discharge; some exceptions exist. Because the law is complicated, you should consult an attorney to determine the exact effect of the discharge in this case.

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SO ORDERED



Lori Simpson
LORI S. SIMPSON
U.S. BANKRUPTCY JUDGE

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Greenbelt Division**

IN RE:

TOI HORN
aka TOI J'VHANN HORN
Debtor

Chapter 7
Case No. 18-15871-LSS

FEDERAL NATIONAL MORTGAGE
ASSOCIATION ("FANNIE MAE")
Movant

v.

TOI HORN
aka TOI J'VHANN HORN
(Debtor)

STEVEN H. GREENFELD
(Trustee)
Respondents

ORDER TERMINATING AUTOMATIC STAY

UPON CONSIDERATION of the Motion for Relief from Automatic Stay ("Motion"), filed by Federal National Mortgage Association ("Fannie Mae"), regarding property located at 10312 Garson Terrace, Lanham, MD 20706 with a foreclosure sale that was held on March 28,

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2018, and any response thereto, and good cause having been shown, and the court being fully advised in the premises, it is hereby

ORDERED, that the Motion be, and the same is hereby **GRANTED**; and it is further

ORDERED that the Automatic Stay imposed by 11 U.S.C. § 362 is terminated permitting Federal National Mortgage Association ("Fannie Mae") to exercise its rights under applicable law against the Property; and Federal National Mortgage Association ("Fannie Mae") is allowed to enforce the lien of its Deed of Trust as it pertains to the real property located at 10312 Garson Terrace, Lanham, MD 20706 and it is more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 14, Block G, in a subdivision known as Glenn Estates, as per plat thereof recorded among the Land Records of Prince George's County, Maryland in Plat Book NLP 154, Plat No. 82.

The improvements thereon being known as 10312 GARSON TERRACE.

which relief shall extend to the purchaser to take such action under state law, as may be necessary, to obtain possession of the property; and it is further

ORDERED, that Relief from the Automatic Stay is granted allowing Movant to proceed under applicable non-bankruptcy law to enforce its remedies to obtain possession of the Property and/or allowing Movant, through its agents, servicers and representatives to contact Debtor and/or Debtor's counsel to discuss loss mitigation or begin eviction proceedings at its sole discretion; and it is further

ORDERED, that the Order be binding and effective despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code.

Copies to:

20a

Kathryn Smits
Namrata Loomba
Orlans PC
PO Box 2548
Leesburg, VA 20177
Attorneys for the Movant

Toi Horn
10312 Garson Terrace
Lanham, MD 20706
Debtor

Estate of Emma M. Horn
10312 Garson Terrace
Lanham, MD 20706
Co Debtor

Steven H. Greenfeld
2600 Tower Oaks Blvd. Suite 103
Rockville, MD 20852
Chapter 7 Trustee

END OF ORDER

21a

APPENDIX B

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

JAMES E. CLARKE, et al.

Substitute Trustee/Plaintiffs',

v.

CASE NO.: CAEF18-01811

E & E FAMILY TRUST, et al.

Defendant(s).

ORDER OF RATIFICATION OF SALE AND REFERRAL TO AUDITOR

The Court having been satisfied that the sale in the above matter was fairly and properly made, pursuant to Maryland Rule 14-305(e), it is this 12th day of AUGUST, 2020, by the Circuit Court of Prince George's County, Maryland

ORDERED, that the sale of real property known as 10312 Garson Terrace, Lanham, MD. 20706 made and reported in this case, shall be, and is hereby, RATIFIED, no cause to the contrary having been shown, although notice has been given as required by publication; it is further,

ORDERED, that a Substitute Trustee is allowed commissions and expenses that shall be submitted in a Suggested Account to the Court Auditor within sixty (60) days from the date of this Order; it is further

ORDERED, that should Substitute Trustee fail to file the Suggested Account as ordered by the Court, a MUST APPEAR hearing shall be set before a judge of the Circuit Court for Prince George's County, and held each week thereafter until the Substitute Trustee files the Suggested Account; it is further,

ORDERED, that the Court Auditor shall determine distribution of funds upon the settlement of the property in the above matter; it is further,

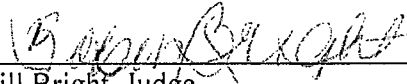
ORDERED, that, upon receipt of that information from the Substitute Trustee(s), the Court Auditor shall complete an audit of the sale and render an account in accordance with Rule 2-543(e) within thirty (30) days, unless such time is extended by the Court; and it further,

7/6/E

22a

ENTERED 8/14/2020

ORDERED, that a writ of possession shall not occur unless the sale has been ratified, settlement has occurred, and the deed has been issued.



Robin D. Gill Bright, Judge
Circuit Court for Prince George's County, Maryland

Copies to:

James E. Clarke, et al.
P.O. BOX 2548
Leesburg, VA. 20177

E & E Family Trust, et al.
And The Estate of Emma H. Horn
As Surviving Tenant by the Entirety of
Ernest F. Horn
10312 Garson Terrace
Lanham, MD. 20706

IN THE CIRCUIT COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

James E. Clarke
Hugh J. Green
Shannon Menapace
Christine M. Drexel
Brian Thomas
Substitute Trustees
Plaintiffs

v.

E&E Family Trust and The Estate of Emma H. Horn, as
Surviving Tenant by the Entirety of Ernest F. Horn

Defendant(s)

Civil No. CAEF18-01811

File, Stamp & Return To:
Orlans PC
PO Box 2548
Leesburg, VA 20177

TRUSTEES' REPORT OF SALE

I hereby certify the following:

1. That I am a Substituted Trustee and an authorized seller of the subject property, namely 10312 Garson Terrace, Lanham, Maryland 20706.
2. That on March 28, 2018 I offered for public auction the subject property at the Circuit Court for Prince George's County 14735 Main Street, Front of Duval Wing, Upper Marlboro, Md.
3. That the subject property was sold to Tichi Property, LLC by Hameedullah Virk for the sum of \$316,000.00.
4. That this Report of Sale is true and accurate, and the sale was fairly made.

I solemnly affirm under the penalties and perjury that the contents of the foregoing paper are true to the best of my knowledge, information, and belief.

Hugh J. Green

Substitute Trustee
Orlans PC
PO Box 2548
Leesburg, Virginia 20177
(703) 777-7101
(703) 940-9110
MATL# [REDACTED]
Date:

APR 09 2018

PR GEO CO MD #27

2018 APR 11 PM 3:05

Clerk of the
Circuit Court

24a

3RD PARTY PURCHASER

ATLANTIC BONDING COMPANY, INC.

1726 REISTERSTOWN ROAD / SUITE 212 / HILTON PLAZA / BALTIMORE, MARYLAND 21208

TRUSTEES, MORTGAGEES, ATTORNEYS' FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS:

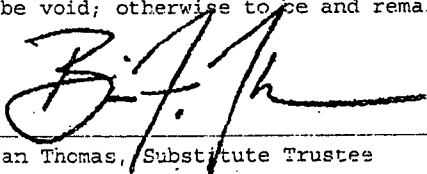
CASE NO. CAEF18-01811

Bond No. 166014

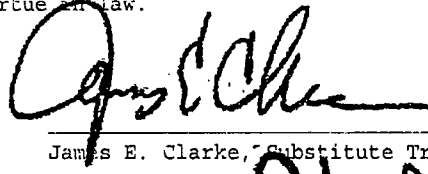
That we, James E. Clarke, Hugh J. Green, Shannon Menapace, Christine M. Drexel, Brian Thomas, Substitute Trustees as Principal(s), and ATLANTIC BONDING COMPANY, INC., a Maryland corporation, as surety, authorized do business in the State of Maryland, are firmly bound unto the State of Maryland, in the full and just sum of *** twenty-five thousand and 00/100 dollars *** (\$ 25000.00), current money, to be paid to the State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated 02/01/18

WHEREAS the above Principal(s) mentioned in the proceedings in the case of James E. Clarke, et.al., Substitute Trustees vs. E&E Family Trust and the Estate of Emma H. Horn as Surviving Tenant by the Entirety of Ernest F. Horn now pending in the Circuit Court for Prince George's County by virtue of the power contained in a Deed of Trust or Mortgage or by virtue of a decree of the Honorable Judge of the said Court is/are about to sell 10312 Garson Terrace, Lanham, MD 20706 in accordance with said deed, mortgage or decree. Case No. CAEF18-01811

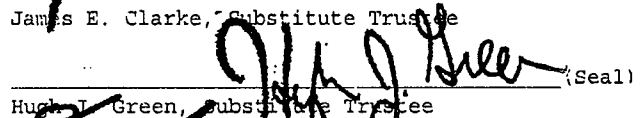
NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal(s) do(es) and shall well and faithfully perform the trust reposed in him/them by said Deed of Trust or that may be reposed in him/them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.


Brian Thomas, Substitute Trustee

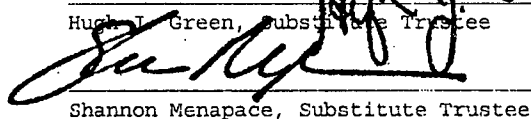
(Seal)

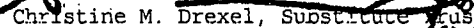

James E. Clarke, Substitute Trustee

(Seal)

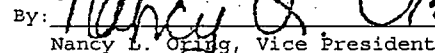

Hugh J. Green, Substitute Trustee

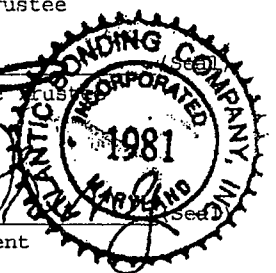
(Seal)


Shannon Menapace, Substitute Trustee


Christine M. Drexel, Substitute Trustee

ATLANTIC BONDING COMPANY, INC.

By: 
Nancy L. Oring, Vice President



STATE OF MARYLAND, Baltimore County, sct:

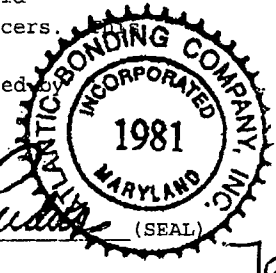
KNOW ALL MEN BY THESE PRESENTS: That the ATLANTIC BONDING COMPANY, INC., a Corporation of the State of Maryland, does hereby appoint Nancy L. Oring its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in Courts of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. power shall remain in full force and effect until duly revoked and written notice thereof given. Witness the seal of said ATLANTIC BONDING COMPANY, INC. duly affixed by its President and attested by its Assistant Secretary and dated 02/01/18

Witness As to All Surety Signatures:



ATLANTIC BONDING COMPANY, INC.

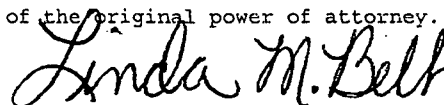
By:  (SEAL)



I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

5809169

25a


Linda M. Belt

- Assistant Secretary

IN THE ORPHANS' COURT FOR
(OR)
BEFORE THE REGISTER OF WILLS FOR

PRINCE GEORGE'S, MARYLAND

IN THE ESTATE OF:
EMMA M HORN

ESTATE NO. 100174

**AMENDED
SCHEDULE - B**

Small Estate - Assets and Debts of the Decedent

1. I have made a diligent search to discover all property and debts of the decedent and set forth below are:

- (a) A listing of all real and personal property owned by the decedent, individually or as tenant in common, and of any other property to which the decedent or estate would be entitled, including descriptions, values, and how the values were determined:

PREVIOUSLY REPORTED \$13,890.50

2 VEHICLES/CARE TAKING ACCT PREVIOUSLY REPORTED IS IN TRUST

TOTAL AMOUNT:\$0

- (b) A listing of all creditors and claimants and the amounts claimed, including secured, contingent and disputed claims:

J.B. JENKINS FUNERAL HOME, INC:\$3,341.50

2. Allowable funeral expenses are \$3,341.50; statutory family allowances are \$0.00; and expenses of administration claimed are \$2.00.

3. Attached is a List of Interested Persons.

4. After the time for filing claims has expired, subject to the statutory order of priorities, and subject to the resolution of disputed claims by the parties or the court, I shall (a) pay all proper claims made pursuant to Code, Estates and Trusts Article, §8-104 in the order of priority set forth in Code, Estates and Trusts Article, §8-105, expenses, and allowances not previously paid; (b) if necessary, sell property of the estate in order to do so; and (c) distribute the remaining assets of the estate in accordance with the will or, if none, with the intestacy laws of this State.

I solemnly affirm under the penalties of perjury that the contents of the foregoing document are true to the best of my knowledge, information and belief.

Attorney

TOI HORN

Date

Petitioner

Date

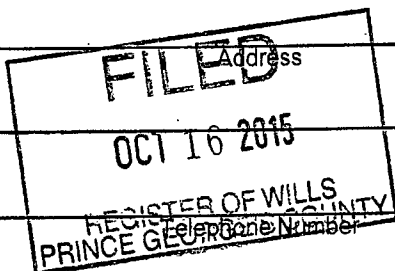
Petitioner

Date

Telephone Number (optional)

Facsimile Number

E-mail Address



IN THE ORPHANS' COURT FOR PRINCE GEORGE'S COUNTY, MARYLAND

ESTATE OF: EMMA M. HORN

ESTATE NO. 100174

RE: REQUEST TO REOPEN ESTATE & COMPLAINT AGAINST ALLEGED CREDITORS

AMENDED NOTICE OF HEARING

You are hereby notified that a hearing will be held at the Orphans' Court for Prince George's County, 14735 Main Street, Courtroom# D4010, Upper Marlboro, MD on **FEBRUARY 14, 2019 at 9:30 A.M.**

This hearing may be transferred or postponed to a subsequent time. Further information may be obtained by reviewing the estate file in the Office of the Register of Wills.

Cereta A. Lee
Register of Wills

Judge Wendy Cartwright
Chief Judge of the Orphans' Court for Prince George's County

DUE TO THE UNAVAILABILITY OF THE JUDGE ON JANUARY 24, 2019, THIS MATTER HAS BEEN CONTINUED TO THE ABOVE DATE.

NOTE: FAILURE TO APPEAR AT THE ABOVE SCHEDULED HEARING MAY RESULT IN A CASE DISMISSAL.

A PARTY WHO REQUIRES A LANGUAGE INTERPRETER MUST FILL OUT A REQUEST FOR INTERPRETER FORM AND SUBMIT IT TO THE OFFICE OF THE REGISTER OF WILLS NO LESS THAN 10 DAYS PRIOR TO THE DATE OF THE SCHEDULED EVENT. REQUESTS FOR A LANGUAGE INTERPRETER FORM SHOULD BE DIRECTED TO THE OFFICE OF THE REGISTER OF WILLS AT 301-952-3250.

27a

10312 GARSON TERR

LANHAM MD 20706

7 Industrial Park Drive
Waldorf, MD 20602
Phone: (301) 764-2813 Legal
(301) 764-2800 Main
Fax: (301) 932-4059

Amount Paid : \$ _____

Check # : _____

Amount to Pay : **\$9.00**

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR PAYMENT. PLEASE INCLUDE AD ORDER AND ACCOUNT # ON PAYMENT

| Start Date | Ad# - Trans# | Description | P. O. Number | Times | Last Date | Amount |
|------------|--------------|---------------|--------------|-------|-----------|--------|
| 7/16/2015 | 0011386732 | 71665A - HORN | | 1 | 7/16/2015 | \$9.00 |

CERTIFICATION OF PUBLICATION

THIS IS TO CERTIFY THAT THE ANNEXED LEGAL ADVERTISEMENT HAS BEEN PUBLISHED IN
THE The Enquirer-Gazette FOR THE NUMBER OF INSERTIONS INDICATED ABOVE

CHRISTY BAILEY, PUBLISHER

By *Christy Bailey*

NOTICE TO CREDITORS - ESTATE OF EMMA M. HORN - 100174

Run Dates

7/16/2015

Amount to Pay : **\$9.00**

**SMALL ESTATE
NOTICE OF APPOINTMENT
NOTICE TO CREDITORS
NOTICE TO UNKNOWN
HEIRS**

Estate No. 100174
**TO ALL PERSONS
INTERESTED IN THE
ESTATE OF
EMMA M. HORN**

Notice is given that TOI HORN, 10312 GARSON TERRACE, LANHAM, MD 20706 was on JUNE 22, 2015 appointed personal representative of the small estate of EMMA M. HORN who died on MAY 15, 2015 without a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative or the attorney.

All persons having any objection to the appointment shall file their objections with the Register of Wills within 30 days after the date of publication of this Notice. All persons having an objection to the probate of the will shall file their objections with the Register of Wills within six months after the date of publication of this Notice.

All persons having claims against the decedent must serve their claims on the undersigned personal representative or file them with the Register of Wills with a copy to the undersigned on or before the earlier of the following dates:

(1) Six months from the date of the decedent's death, except if the decedent died before October 1, 1992, nine months from the date of the decedent's death; or

(2) Thirty days after the personal representative-mails or otherwise delivers to the creditor a copy of this published notice or other written notice, notifying the creditor that the claims will be barred unless the creditor presents the claim within thirty days from the mailing or other delivery of the notice. Any claim not served or filed within that time, or any extension provided by law, is unenforceable hereafter.

TOI HORN,
Personal Representative

True Test Copy

TERETA A. LEE

Register of Wills

P.O. Box 1729

Upper Marlboro, MD 20773-1729

1665

(7-16)

280

EXHIBIT 1

AFFIDAVIT

TOI HORN v. FEDERAL NATIONAL MORTGAGE ASSOCIATION "FANNIE MAE"

Toi J. Horn, equitable beneficial title holder, **states for the record:**

1. Emma M. Horn died in the month of May 2015, see **Exhibit A** - Death Certificate.
2. The Register of Wills for Prince George's County, Maryland appointed Toi Horn as Personal Representative for the ESTATE OF EMMA M. HORN under Estate No. 100174 on June 22, 2015, see **Exhibit B** - CERTIFICATION OF PUBLICATION dated: 7/16/2015.
3. The small estate notice of appointment notice to creditors was published in The Enquirer - Gazette for several weeks to notify all alleged creditors that EMMA M. HORN died on May 15, 2015 and an estate was opened under Estate No. 100174.
4. Respondent(s) were notified that Emma M. Horn passed away in May 2015.
5. Respondents(s) were to file a claim, if they believed they had a true claim against the ESTATE OF EMMA M. HORN, within six (6) months from the date of the decedent's death under Estate No. 100174.
6. Respondent(s) failed to file their claims with the Register of Wills for Prince George's County, Maryland against the ESTATE OF EMMA M. HORN within six (6) months from the date of the decedent's death.
7. Respondent(s) failed to follow the rule of law stated under **Exhibit B**.
8. Respondent(s) never filed a claim against the ESTATE OF EMMA M. HORN because the alleged loan was fully PAID IN FULL with Bank of America in August 13, 2015 see **Exhibit C** - Notice.

9. Instead, Respondent(s) continued to harass and threatened Affiant about the ESTATE OF EMMA H. HORN by sending mail via using the U.S. Postal Service.

10. Before Emma M. Horn died, she had a Deed of Trust, see **Exhibit D/D1/D2** - (first, last, and Exhibit "A" pages of Emma M. Horn's Deed of Trust, dated: April 28, 2003) and see **Exhibit E** - Borrower(s) Certifications dated: 4/28/2003 by Emma M. Horn.

11. The Deed of Trust and the Borrower(s) Certification does not agree with Respondent's false Foreclosure Bond that was filed in the court record under Civil No.: CAEF18-01811, see **Exhibit F** - Foreclosure Bond - dated 02/01/18. Respondents - James E. Clarke, Hugh J. Green, Shannon Menapace, Christine M. Drexel, and Brian Thomas all claimed under this false/fake Bond that "they" were the Substitute Trustees of the Estate of Emma H. Horn and E&E FAMILY TRUST.

12. Before Emma M. Horn passed away, she had an original Note dated April 28, 2003, see **Exhibit G** - Note - dated: April 28, 2003. The Note does not agree with Respondent's false foreclosure Bond that was filed in the court record under Civil No.: CAEF18-01811 at the Circuit Court for Prince George's County, Maryland.

13. Emma H. Horn's name is not stated under **Exhibit C, D, D1, E, and Exhibit G**.

14. Emma H. Horn never lived at 10312 Garson Terrace, Lanham, Maryland 20706.

15. **Exhibit F** is a **false Bond** that must be thoroughly investigated for fraud.

16. There is no evidence that Emma H. Horn had a Deed of Trust and a Note with Respondents.

17. Respondents created a false fake estate/trust after Emma M. Horn died.

18. Respondents filed a false claim at the Circuit Court for Prince George's County, Maryland and were given Civil Case No. CAEF 18-01811 on January 31, 2018 against a false estate namely the ESTATE OF EMMA H. HORN.

19. E&E FAMILY TRUST currently owns the trust property at issue, see **Exhibit H** - THIS DEED.

20. E&E FAMILY TRUST do not have a mortgage agreement with Respondent(s).

21. E&E FAMILY TRUST does not have a loan account with Respondent(s).

22. Toi Horn is not the Personal Representative for the ESTATE OF EMMA H. HORN.

23. Respondent(s) failed to show the court of record proof of a mortgage agreement with E&E FAMILY TRUST and the ESTATE OF EMMA M. HORN.

24. Respondent(s) failed to show the court of record proof of a Deed of Trust and Note with the ESTATE OF EMMA H. HORN.

25. Petitioners have fully discharged all alleged debt under Bankruptcy Chapter 7 Cause No. 18 - 15871. Civil No. CAEF 18-01811 was fully discharged under this case.

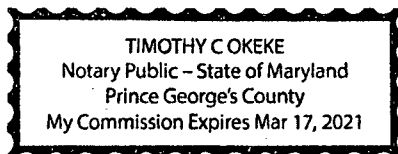
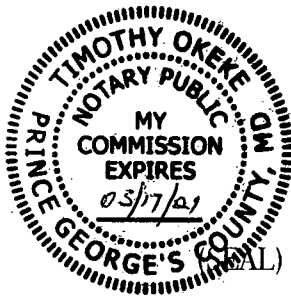
26. Toi J. Horn is heir of the ESTATE OF EMMA M. HORN.

Under penalty of perjury, all statements are true, correct, and complete to the best of Affiant's knowledge. If Respondents fail to rebut this AFFIDAVIT point for point in writing within 30 days upon receipt of this instrument, than this AFFIDAVIT stands as true and the Law of this cause.

Date: February 15, 2021 Toi J. Horn
Toi J. Horn, Affiant, equitable beneficial title holder
c/o 10312 Garson Terrace, Lanham, Maryland [20706]

STATE OF MARYLAND)
County of PRINCE GEORGES)

SUBSCRIBED AND SWORN TO BEFORE ME this 15th day of February, 2021, Toi J. Horn personally appeared before me and upon identification to be the real flesh and blood woman whose name is subscribed in the within instrument.



[Signature]
Notary Public and for said state

MY COMMISSION EXPIRES: 03/17/2021

CERTIFICATION OF VITAL RECORD

VIEW PRESENCE OF WATERMARK - HOLD TO LIGHT TO VIEW

STATE OF MARYLAND

Department of Health and Mental Hygiene

Division of Vital Records

Please Type or Print in Black Indelible Ink. Ensure All Copies Are Legible.

State of Maryland / Department of Health and Mental Hygiene

Certificate of Death

1- For State Registrar

Reg. No.

Physician/
Medical
Examiner

Funeral
Director

| | | | | | | | |
|---|--|---|--|---|--|---|---|
| 1. Decedent's Name (First, Middle, Last) Emma Muriel Horn | | | | 2. Date of Death Month May Day 19 Year 2015 | | 3. Time of Death 2:55 PM | |
| 4. Facility Name (if not institution, give street and number) Doctor's Community Hospital | | | | 4b. City, Town or Location of Death Lanham | | 4c. County of Death Prince George's | |
| 5. Social Security Number | | 6. Sex <input type="checkbox"/> M <input checked="" type="checkbox"/> F | | 7. Age (in yrs. last birthday) 69 Yrs. | | 8. Date of Birth (Month, Day, Year) | |
| 9. Birthplace (State or Foreign Country) Texas | | 10a. State Maryland | | 10b. County Prince George's | | 10c. City, Town or Location Lanham | |
| 10d. Inside City Limits <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | 10e. Street and Number 10312 Garson Terrace | | 10f. Zip Code 20706 | | 10g. Citizen of What Country USA | |
| 11. Marital Status <input type="checkbox"/> Never Married <input type="checkbox"/> Married <input type="checkbox"/> Married but Separated <input checked="" type="checkbox"/> Widowed <input type="checkbox"/> Divorced | | 12. Was Decedent Ever in U.S. Armed Forces? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | 13. Was Decedent of Hispanic Origin? (Specify Yes or No - If Yes, specify Cuban, Mexican, Puerto Rican, etc.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Specify: | | 14. Race - American Indian, Black, White, etc. Specify: | |
| 15. Decedent's Education (Specify highest level completed) Bachelor's Degree | | | | 16a. Decedent's Usual Occupation (Give kind of work done during most of working life. DO NOT use retired) Investigator | | 16b. Kind of Business/Industry Federal Government | |
| 17. Father's Name (First, Middle, Last) Willie C. Allen | | | | 18. Mother's Name Prior to First Marriage (First, Middle, Last) Regina Ruffin | | | |
| 19a. Informant's Name/Relationship (Type, Print) Toi Horn/Daughter | | | | 19b. Mailing Address (Street and Number or Rural Route Number, City or Town, State, Zip Code) 10312 Garson Terrace, Lanham, Maryland 20706 | | | |
| 20a. Method of Disposition <input type="checkbox"/> Burial <input checked="" type="checkbox"/> Cremation <input type="checkbox"/> Entombment <input type="checkbox"/> Removal from State <input type="checkbox"/> Donation <input type="checkbox"/> Other (Specify) | | 20b. Place of Disposition (Name of cemetery, crematory or other place) Riverdale Crematory | | 20c. Date 5/29/2015 | | 20d. Location - City or Town, State Riverdale, Maryland | |
| 21. Signature of Funeral Service Licensee William R. Brown | | | | 22. Name and Address of Facility J.B. Jenkins Funeral Home, Inc. 7474 Landover Road, Hyattsville, Maryland 20785 | | | |
| 23a. Part 1. Enter the chain of events - disease, injuries, or complications - that directly caused the death, DO NOT enter terminal events (mode of dying), such as cardiac arrest, respiratory arrest, or ventricular fibrillation, without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary. | | | | | | | Approximate Interval Between Onset and Death |
| Immediate Cause (Final disease or condition resulting in death) Exhibit A | | | | | | | |
| Due to (or as a consequence of): | | | | | | | |
| Due to (or as a consequence of): | | | | | | | |
| Due to (or as a consequence of): | | | | | | | |
| Due to (or as a consequence of): | | | | | | | |
| Due to (or as a consequence of): | | | | | | | |
| IF FEMALE: 23b. Was the decedent pregnant in the last 12 months? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown | | | | | | | 23c. If yes, outcome of pregnancy <input type="checkbox"/> Live Birth <input type="checkbox"/> Fetal death <input type="checkbox"/> Ectopic pregnancy <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Other (specify) <input type="checkbox"/> Unknown |
| 23d. Date of delivery Month Day Year | | | | | | | |
| Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I. | | | | | | | 23e. Did tobacco use contribute to the cause of death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Probably <input type="checkbox"/> Unknown |
| 24a. Was an autopsy performed? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | | | | | | 24b. Were autopsy findings available prior to completion of cause of death? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |
| 25. Was case referred to medical examiner? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | 26. Place of Death (Check only one) Hospital: <input type="checkbox"/> Inpatient <input checked="" type="checkbox"/> ER/Outpatient <input type="checkbox"/> DOA Other: <input type="checkbox"/> Nursing Home/Long Term Care Facility <input type="checkbox"/> Hospice Facility <input type="checkbox"/> Decedent's home <input type="checkbox"/> Other (Specify) | | 27. Manner of Death <input checked="" type="checkbox"/> Natural <input type="checkbox"/> Pending Investigation <input type="checkbox"/> Accident <input type="checkbox"/> Suicide <input type="checkbox"/> Homicide <input type="checkbox"/> Could not be Determined | | 28a. Date of injury (Month, Day, Year) | |
| 28b. Time of injury M | | 28c. Injury at work? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No | | 28d. Describe how injury occurred | | | |
| 28e. Place of injury - At home, farm, street, factory, office building, etc. (Specify) | | | | 28f. Location (Street and Number or Rural Route Number, City, or Town, State) | | | |
| 29a. Certifier <input checked="" type="checkbox"/> Certifying Physician: To the best of my knowledge, death occurred at the time, date, place and due to the cause(s) and manner stated. | | | | | | | |

permitted. Page 1 and 2 should be filed within 72 hours after death with the Maryland Department of Health and Mental Hygiene. Important: If item 27 is marked other than "natural", or items 23a or 23b show any injury or other traumatic event, the Medical Examiner must be notified at once.

Physician/
Medical
Examiner

Hospital or Attending Physician: The law requires that the death certificate be executed 24 hours after death. Funeral Director: After this certificate has been signed by the attending physician and duly filed in by the funeral director, page 2 should be detached for use as the burial-transit certificate.

To Be Completed by Funeral Director

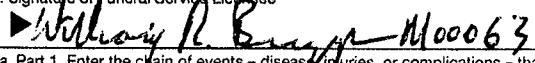
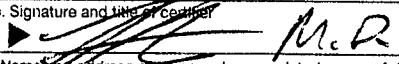

To Be Completed by Physician/Medical Examiner

permit. Page 1 and 2 should be filed within 72 hours after death in the Department of Health and Mental Hygiene. **Important:** If item 27 is marked other than "natural", or items 28 through 30 are marked other than "no injury or other traumatic event, the Medical Examiner must be notified immediately by telephone at 212-264-2121 or by fax at 212-264-2122.

Physician/
Medical
Examiner

To the Hospital or Attending Physician: The law requires that the death certificate be executed within 24 hours after death.

To Be Completed by Funeral Director

| | | | | | |
|--|--|--|--|--|---|
| 11. Marital Status 1 <input type="checkbox"/> Never Married 2 <input type="checkbox"/> Married 3 <input type="checkbox"/> Married but Separated 4 <input checked="" type="checkbox"/> Widowed 5 <input type="checkbox"/> Divorced | | 12. Was Decedent Ever in U.S. Armed Forces? 1 <input type="checkbox"/> Yes 2 <input checked="" type="checkbox"/> No | | 13. Was Decedent a Merchant Seaman? 1 <input type="checkbox"/> Yes 2 <input checked="" type="checkbox"/> No Specify: | |
| 15. Decedent's Education (Specify highest level completed) Bachelor's Degree | | 16a. Decedent's Usual Occupation (Give kind of work done during most of working life. DO NOT use retired) Investigator | | 16b. Kind of Business/Industry Federal Government | |
| 17. Father's Name (First, Middle, Last) Willie C. Allen | | | 18. Mother's Name Prior to First Marriage (First, Middle, Last) Regina Ruffin | | |
| 19a. Informant's Name/Relationship (Type, Print) Toi Horn/Daughter | | 19b. Mailing Address (Street and Number or Rural Route Number, City or Town, State, Zip Code) 10312 Garson Terrace, Lanham, Maryland 20706 | | | |
| 20a. Method of Disposition 1 <input type="checkbox"/> Burial 2 <input checked="" type="checkbox"/> Cremation 3 <input type="checkbox"/> Entombment 4 <input type="checkbox"/> Removal from State 5 <input type="checkbox"/> Donation 6 <input type="checkbox"/> Other (Specify) | | 20b. Place of Disposition (Name of cemetery, crematory or other place) Riverdale Crematory | | 20c. Location - City or Town, State 5/29/2015 Riverdale, Maryland | |
| 21. Signature of Funeral Service Licensee  | | 22. Name and Address of Facility J.B. Jenkins Funeral Home, Inc. 7474 Landover Road, Hyattsville, Maryland 20785 | | | |
| 23a. Part 1. Enter the chain of events - disease, injuries, or complications - that directly caused the death. DO NOT enter terminal events (mode of dying), such as cardiac arrest, respiratory arrest, or ventricular fibrillation, without showing the etiology. DO NOT ABBREVIATE. Enter only one cause on a line. Add additional lines if necessary. | | | | | Approximate Interval Between Onset and Death |
| Immediate Cause (Final disease or condition resulting in death) Due to (or as a consequence of): | | | | | |
| Sequentially list conditions, if any, leading to the cause listed on line a. Enter the UNDERLYING CAUSE (disease or injury that initiated the events resulting in death) LAST. | | | | | |
| IF FEMALE: | | | | | |
| 23b. Was the decedent pregnant in the last 12 months? 1 <input type="checkbox"/> Yes 2 <input checked="" type="checkbox"/> No 3 <input type="checkbox"/> Unknown | | 23c. If yes, outcome of pregnancy 1 <input type="checkbox"/> Live Birth 2 <input type="checkbox"/> Fetal death 3 <input type="checkbox"/> Ectopic pregnancy 4 <input type="checkbox"/> Pregnant at time of death 5 <input type="checkbox"/> Other (Specify) 6 <input type="checkbox"/> Unknown | | 23d. Date of delivery Month Day Year | |
| Part II. Other significant conditions contributing to death but not resulting in the underlying cause given in Part I. | | | | | 23e. Did tobacco use contribute to the cause of death? 1 <input type="checkbox"/> Yes 2 <input type="checkbox"/> No 3 <input type="checkbox"/> Probably 4 <input checked="" type="checkbox"/> Unknown |
| | | | | | 24a. Was an autopsy performed? 1 <input type="checkbox"/> Yes 2 <input checked="" type="checkbox"/> No |
| | | | | | 24b. Were autopsy findings available prior to completion of cause of death? 1 <input type="checkbox"/> Yes 2 <input type="checkbox"/> No |
| 25. Was case referred to medical examiner? 1 <input type="checkbox"/> Yes 2 <input checked="" type="checkbox"/> No | | 26. Place of Death (Check only one) Hospital: 1 <input type="checkbox"/> Inpatient 2 <input checked="" type="checkbox"/> ER/Outpatient 3 <input type="checkbox"/> DOA Other: 4 <input type="checkbox"/> Nursing Home/Long Term Care Facility 5 <input type="checkbox"/> Hospice Facility 6 <input type="checkbox"/> Decedent's home 7 <input type="checkbox"/> Other (Specify) | | | |
| 27. Manner of Death 1 <input checked="" type="checkbox"/> Natural 2 <input type="checkbox"/> Accident 3 <input type="checkbox"/> Suicide 4 <input type="checkbox"/> Homicide 5 <input type="checkbox"/> Pending Investigation 6 <input type="checkbox"/> Could not be Determined | | 28a. Date of injury (Month, Day, Year) | | 28b. Time of injury M 1 <input type="checkbox"/> Yes 2 <input type="checkbox"/> No | |
| | | 28c. Injury at work? | | 28d. Describe how injury occurred | |
| | | 28e. Place of injury - At home, farm, street, factory, office building etc. (Specify) | | 28f. Location (Street and Number or Rural Route Number, City, or Town, State) | |
| 29a. Certifier (Check only one) 1 <input checked="" type="checkbox"/> Certifying Physician: To the best of my knowledge, death occurred at the time, date, place and due to the cause(s) and manner stated. 2 <input type="checkbox"/> Certifying Nurse Practitioner: To the best of my knowledge, death occurred at the time, date, place and due to the cause(s) and manner stated. 3 <input type="checkbox"/> Certifying Physician Assistant: To the best of my knowledge, death occurred at the time, date, place and due to the cause(s) and manner stated. 4 <input type="checkbox"/> Medical Examiner: On the basis of examination and/or investigation, in my opinion, death occurred at the time, date, place and due to the cause(s) and manner stated. | | | | | |
| 29b. Signature and title of certifier  | | 29c. License number 064268 | | 29d. Date signed (Month, Day, Year) May 15, 2015 | |
| 30. Name and address of person who completed cause of death (Item 23a) (Type, Print) Royce Burns 8118 Good Luck Road Lanham, Maryland 20706 | | | | | |
| 31. Date filed (Month, Day, Year) MAY 26 2015 | | 32. Registrar's Signature  | | | |

©HMH 17 Rev 07-2014

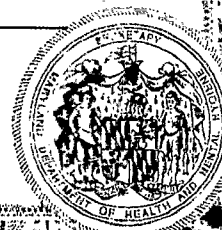
2169683

May 26, 2015
DATE ISSUED:

I HEREBY CERTIFY THAT THIS DOCUMENT IS A TRUE COPY OF
A RECORD ON FILE IN THE DIVISION OF VITAL RECORDS

GENEVA G. SPARKS, STATE REGISTRAR

DO NOT ACCEPT UNLESS ON SECURITY PAPER WITH SEAL
OF VITAL RECORDS CLEARLY EMBOSSED.



10312 GARSON TERR

LANHAM MD 20706

7 Industrial Park Drive
Waldorf, MD 20602
Phone: (301) 764-2813 Legal
(301) 764-2800 Main
Fax: (301) 932-4059

Amount Paid : \$ _____

Check # : _____

Amount to Pay : **\$9.00**

PLEASE DETACH AND RETURN UPPER PORTION WITH YOUR PAYMENT. PLEASE INCLUDE AD ORDER AND ACCOUNT # ON PAYMENT

| Start Date | Ad# - Trans# | Description | P. O. Number | Times | LastDate | Amount |
|------------|--------------|---------------|--------------|-------|-----------|--------|
| 7/16/2015 | 0011386732 | 71665A - HORN | | 1 | 7/16/2015 | \$9.00 |

CERTIFICATION OF PUBLICATION

THIS IS TO CERTIFY THAT THE ANNEXED LEGAL ADVERTISEMENT HAS BEEN PUBLISHED IN
THE The Enquirer-Gazette FOR THE NUMBER OF INSERTIONS INDICATED ABOVE

CHRISTY BAILEY, PUBLISHER

By *Rebecca A. Hoffmann*

Exhibit

B

NOTICE TO CREDITORS - ESTATE OF EMMA M. HORN - 100174

Run Dates

7/16/2015

Amount to Pay : **\$9.00**

SMALL ESTATE NOTICE OF APPOINTMENT NOTICE TO CREDITORS NOTICE TO UNKNOWN HEIRS

Estate No. 100174
TO ALL PERSONS
INTERESTED IN THE
ESTATE OF
EMMA M. HORN

Notice is given that TOI HORN, 10312 GARSON TERRACE, LANHAM, MD 20706 was on JUNE 22, 2015 appointed personal representative of the small estate of EMMA M. HORN who died on MAY 15, 2015 without a will.

Further information can be obtained by reviewing the estate file in the office of the Register of Wills or by contacting the personal representative or the attorney.

All persons having any objection to the appointment shall file their objections with the Register of Wills within 30 days after the date of publication of this Notice. All persons having an objection to the probate of the will shall file their objections with the Register of Wills within six months after the date of publication of this Notice.

All persons having claims against the decedent must serve their claims on the undersigned personal representative or file them with the Register of Wills with a copy to the undersigned on or before the earlier of the following dates:

(1) Six months from the date of the decedent's death, except if the decedent died before October 1, 1992, nine months from the date of the decedent's death; or

(2) Thirty days after the personal representative mails or otherwise delivers to the creditor a copy of this published notice or other written notice, notifying the creditor that the claims will be barred unless the creditor presents the claim within thirty days from the mailing or other delivery of the notice. Any claim not served or filed within that time, or any extension provided by law, is unenforceable thereafter.

TOI HORN,
Personal Representative

True Test Copy
CERETAA LEE

Register of Wills
P.O. Box 1729

Upper Marlboro, MD 20773-1729
71665 (7-16)

Bank of America



Home Loans

*Escrow Department, MSN CA6-919-02-05
450 American Street
Simi Valley, CA 93065-6298*

Notice Date: August 13, 2015

Loan No.: 028447404

ESTATE OF EMMA M HORN
10312 GARSON TER
LANHAM MD 20706

Property Address:
10312 GARSON TERRACE
LANHAM, MD 20706

ANNUAL ESCROW ACCOUNT DISCLOSURE STATEMENT

IMPORTANT MESSAGE ABOUT YOUR HOME LOAN

We are sending you this statement of activity in your escrow account from April 2015 through August 2015, the date on which your loan was paid in full or transferred to another servicer.

Your monthly mortgage payment since April 2015 was \$1,501.76, of which \$1,135.58 was for principal and interest and \$366.18 went into your escrow account.

The total amount paid into your escrow account during the period specified above was \$366.18 and the total amount paid from your escrow account during that period was \$.00. A history of payments to and from your escrow account is detailed on the following page(s).

WHAT YOU NEED TO DO

If you have questions regarding this notice, please call us at 1-800-669-6607, Monday-Friday 7a.m. to 7p.m. Local Time. We appreciate the opportunity to serve your home loan needs.

Exhibit

C

This communication is from Bank of America, N.A., the servicer of your home loan.

Please see the reverse side of this page for important information.

Please write your loan number on all correspondence.

2003 MAY 13 A 11: 08

CLERK OF THE
CIRCUIT COURT

17358 620

After Recording Return To:
UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC
P.O. BOX 4929
CLEARWATER, FL 33758-4929

The Sentinel Title Corporation
10811 Winthrop Circle, Suite 400
Columbia, Maryland 21044

03.7149-03 [Space Above This Line For Recording Data]
Sentinel Title

234876

DEED OF TRUST

DEFINITIONS

MIN: 1000815-0000234876-0

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated April 28 2003, together with all Riders to this document.
- (B) "Borrower" is EMMA M HORN, A MARRIED WOMAN JOINED BY HER SPOUSE ERNEST F HORN TENANTS BY ENTIRETY

| | |
|----------------|-------------|
| IMP FD SURE \$ | 5.0 |
| RECORDING FEE | 28.1 |
| TOTAL | 25.0 |
| Rest PG22 | Rcpt # 4184 |
| REP LNS | Blk # 6451 |
| May 13, 2003 | 11:10 |

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC

Lender is a A FLORIDA LIMITED LIABILITY COMPANY organized and existing under the laws of THE STATE OF FLORIDA. Lender's address is P.O. BOX 4929, CLEARWATER, FL 33758-4929

- (D) "Trustee" is MARY M HARGREAVES

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

- (F) "Note" means promissory note signed by Borrowers and dated April 28 2003. The Note states that Borrower owes Lender Two Hundred Thousand Dollars and Zero Cents

Dollars (U.S. \$ 200,000.00) plus interest. Borrower has promised to pay this debt in Regular Periodic Payments and to pay the debt in full not later than May 1, 2033

- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

Exhibit
D

releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Security Instrument is recorded. 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.

25. **Possession of the Property.** Borrower shall have possession of the Property until Lender has given Borrower notice of default pursuant to Section 22 of this Security Instrument.

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.

Emma M. Horn 4-28-03
EMMA M HORN Date

Ernest J. Horn 4-28-03

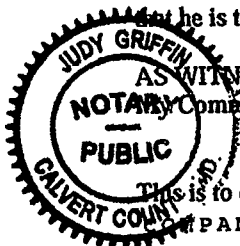
[Space Below This Line for Acknowledgment]

STATE OF MARYLAND

I Hereby Certify, That on this 28 day of April 2003 before me, the subscriber, a Notary Public of the State of Maryland, in and for the County of Howard, personally appeared EMMA M HORN and Ernest J. Horn Calvert, personally appeared

known to me or satisfactorily proven to be the person(s) whose name(s) subscribed to the within instrument and acknowledge that he/she executed the same for the same purposes therein contained.

I further certify, that on the date and year shown above before me, the subscriber, personally appeared ~~THE SENTINEL TITLE CORP-COLUMBIA~~ of Glen Jackson the agent of the party secured by the foregoing Deed of Trust, and made oath in due form of law that the consideration recited in said Deed of Trust is true and bona fide as therein set forth and that the actual sum of money advanced at the closing transaction by the secured party was paid over and disbursed by the party or parties secured by the Deed of Trust to the Borrower or to the person responsible for disbursement of funds in the closing transaction or their respective agent at a time not later than the execution and delivery by the Borrower of this Deed of Trust; and also made oath that he is the agent of the party or parties secured and is duly authorized to make this affidavit.



AS WITNESS: my hand and notarial seal.
Commission expires: 1/23/07

Judy Griffin
Notary Public

This is to certify that this instrument was prepared by one of the COMPANY, LLC

This is to certify that the within instrument has been prepared by or under the supervision of the

Exhibit
D1

17358 636

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lot 14, Block G, in a subdivision known as Glenn Estates, as per plat thereof recorded among the Land Records of Prince George's County, Maryland in Plat Book NLP 154, Plat No. 82.

The improvements thereon being known as 10312 GARSON TERRACE.

Exhibit

D 2

Application #: HORNWDC234876

Loan #: 234876

BORROWER(S) CERTIFICATIONS

In consideration of UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC ("Lender") funding the closing of my mortgage loan ("Loan") and the closing agent disbursing such funds, the undersigned Borrower(s) hereby certify to the Lender and agree that the following certifications, agreements and covenants are true and accurate as of the date of the loan.

OCCUPANCY CERTIFICATION: In the event the Lender closes the Loan as if the underlying property is occupied as my primary residence, this is to certify that I now occupy or intend to occupy said property as my primary residence within 60 days of the closing of the Loan.

My failure to occupy said property as certified above shall constitute default under the terms of the Loan and in case of such default, I must immediately, upon demand by the Lender, pay in full the balance of the Loan and any other amount to which Lender is entitled under the terms of the Loan.

INCOME CERTIFICATION: This is to certify that I am currently employed and my earnings have not changed from that as shown on the loan application. I have not received any notice or have any knowledge of any pending layoff or termination from my current employment. My outstanding obligations, income and marital status are substantially the same as reported on the loan application provided to the Lender.

SECONDARY FINANCING CERTIFICATION: This is to certify that there is no secondary mortgage financing, other than as previously disclosed to the Lender on the loan application, for the closing of my Loan; and if a cash down payment is required to close this Loan, it is derived from funds as set forth in my loan application.

COMPLIANCE CERTIFICATION: I agree, upon request by the Lender, to immediately and fully cooperate, adjust, initial, correct, execute, re-execute, reaffirm and redeliver any and all loan processing and closing documents, including but not limited to, notes, mortgages, deeds of trust, deeds, affidavits, closing statements, and any underwriting documents, if such documents are deemed necessary or desirable, in the sole discretion of the Lender, in order to consummate the Loan, perfect Lender's security interest in the property securing the Loan and/or enable the Lender to sell, convey or obtain mortgage insurance/guaranty for the Loan.

PRIVATE MORTGAGE INSURANCE CERTIFICATION: I hereby acknowledge and agree that the Lender requires private mortgage insurance for higher than normal risk conventional mortgage Loans including, but not limited to, high loan-to-value Loans, investment Loans, Loans with subordinated financing, nonconforming Loans and certain other Loans specified by its investors and, if so required as a condition by the Lender for making my Loan, I understand and agree to purchase of private mortgage insurance coverage. I understand that I may request, under appropriate circumstances, the cancellation of such private mortgage insurance. I further understand that the request for such cancellation must be made to the investor/servicer of my Loan and the circumstances, under which the private mortgage insurance may be cancelled, is determined solely at the discretion of this investor/servicer.

DECLARATION OF ACCEPTANCE CERTIFICATION: If the property securing my Loan is new construction, this is to certify that I along with the builder of the property or his designated representative have inspected the residential property on _____ and without any exceptions, I accept the property as to condition of the house, other improvements, including decorations, fixtures, and equipment; and the property is suitable and ready for use as my home.

INDEMNITY CERTIFICATION

The Borrower(s) certify, agree and covenant that this Loan and its related documentation comply and conform in all respects to the Lender's requirements and acknowledge the Lender is relying on the certifications, agreements and covenants contained herein in closing the Loan. The Lender shall have the right to bring suit in a court of law against the Borrower(s) to enforce the obligations of the Borrower(s) under any or all of these certifications, agreements, and covenants. In the event any such suit is brought by the Lender, the Lender shall be entitled to recover all of its damages, costs and expenses relating thereto including its reasonable attorney's fees and expenses.

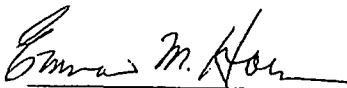
 4-28-03
EMMA M. HORN Date

Exhibit
E

ATLANTIC BONDING COMPANY, INC.

1726 REISTERSTOWN ROAD / SUITE 212 / HILTON PLAZA / BALTIMORE, MARYLAND 21208

TRUSTEES, MORTGAGEES, ATTORNEYS' FORECLOSURE BOND

KNOW ALL MEN BY THESE PRESENTS:

CASE NO. CAEF18-01811

Bond No. 166014

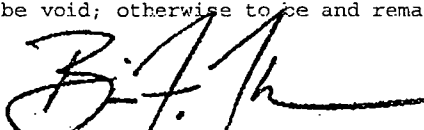
That we, James E. Clarke, Hugh J. Green, Shannon Menapace, Christine M. Drexel, Brian Thomas, Substitute Trustees

as Principal(s), and ATLANTIC BONDING COMPANY, INC., a Maryland corporation, as surety, authorized do business in the State of Maryland, are firmly bound unto the State of Maryland, in the full and just sum of *** twenty-five thousand and 00/100 dollars *** (\$ 25000.00), current money, to be paid to the State of Maryland, or its certain attorney; to which payment well and truly to be made and done, we bind ourselves, each of us, our and each of our Heirs, Successors and Assigns, Executors and Administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated 02/01/18


WHEREAS the above Principal(s) mentioned in the proceedings in the case of James E. Clarke, et.al., Substitute Trustees

vs. E&E Family Trust and the Estate of Emma H. Horn as Surviving Tenant by the Entirety of Ernest F. Horn now pending in the Circuit Court for Prince George's County by virtue of the power contained in a Deed of Trust or Mortgage or by virtue of a decree of the Honorable Judge of the said Court is/are about to sell 10312 Garson Terrace, Lanham, MD 20706 in accordance with said deed, mortgage or decree. Case No. CAEF18-01811

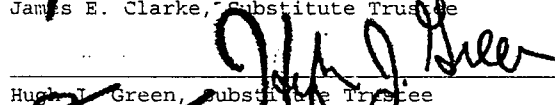
NOW THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that if the above bounden Principal(s) do(es) and shall well and faithfully perform the trust reposed in him/them by said Deed of Trust or that may be reposed in him/them by any future decree or order in the premises, then the above obligation to be void; otherwise to be and remain in full force and virtue in law.


Brian Thomas, Substitute Trustee

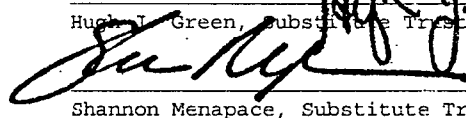
(Seal)


James E. Clarke, Substitute Trustee

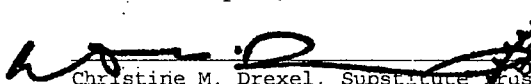
(Seal)


Hugh J. Green, Substitute Trustee

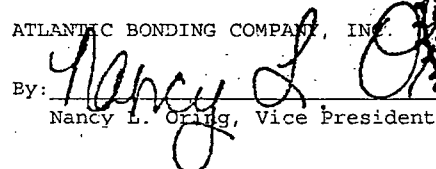
(Seal)

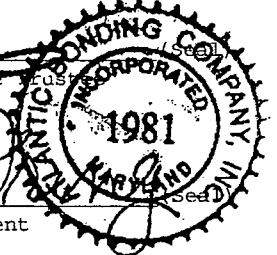

Shannon Menapace, Substitute Trustee

(Seal)


Christine M. Drexel, Substitute Trustee

ATLANTIC BONDING COMPANY, INC.

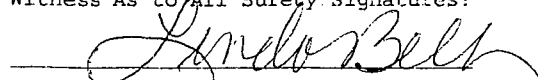
By: 
Nancy L. Oring, Vice President



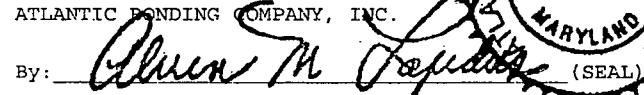
STATE OF MARYLAND, Baltimore County, sct:

KNOW ALL MEN BY THESE PRESENTS: That the ATLANTIC BONDING COMPANY, INC., a Corporation of the State of Maryland, does hereby appoint Nancy L. Oring its attorney-in-fact to make, execute and deliver on its behalf, as surety, all bonds of any kind, character and description that are or may be required to be filed in Courts of Maryland, and it does hereby declare that all such bonds signed and executed by its said attorney-in-fact shall be as binding on it as if they had been duly executed by its proper officers. power shall remain in full force and effect until duly revoked and written notice thereof given. Witness the seal of said ATLANTIC BONDING COMPANY, INC. duly affixed by its President and attested by its Assistant Secretary and dated 02/01/18

Witness As to All Surety Signatures:



ATLANTIC BONDING COMPANY, INC.

By:  (SEAL)

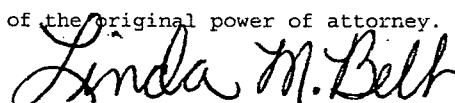


I HEREBY CERTIFY that the above is a correct and true copy of the original power of attorney.

5809169

Exhibit

F



- Assistant Secretary

NOTE

MIN: 1000815-0000234876-0

April 28, 2003
[Date]LANHAM
[City]MD
[State]10312 GARSON TERRACE, LANHAM, MD 20706
[Property Address]**1. BORROWERS PROMISE TO PAY**

In return for a loan that I have received, I promise to pay U.S. \$ 200,000.00 (this amount is called Principal), plus interest, to the order of the Lender. The Lender is **UNIVERSAL AMERICAN MORTGAGE COMPANY, LLC, A FLORIDA LIMITED LIABILITY COMPANY**

I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the Note Holder.

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 5.5000 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS**(A) Time and Place of Payments**

I will pay principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on

June 1, 2003. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on May 1, 2033, still owe amounts under this Note, I will pay those amounts in full on that date, which is called the Maturity Date.

I will make my monthly payments at

700 NW 107 AVENUE, SUITE 300 MIAMI, FL 33172
or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 1,135.58

4. BORROWERS RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a Prepayment. When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWERS FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.0 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

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

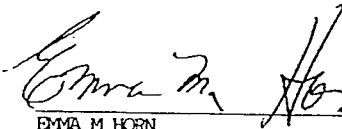
10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the Security Instrument), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED


EMMA M HORN
Date 4-28-03

[Sign Original Only]

37060 608

Clerk of the
Circuit Court

File No. 03-7149-03
Property Tax ID# 14 156701

2015 JUN -3 PM 1:02

THIS DEED

PR GEO CO MD #86

MADE this 12 day of May, 2015 and between, **EMMA HORN** and **TOI HORN**, tenants by the entirety, parties of the first part, (Grantors) and **E&E FAMILY TRUST**, fee simple, party of the second part, (Grantee).

WITNESSETH, that in consideration of the sum of \$0 Dollars and other good and valuable considerations the said party of the first part does grant and convey to the said parties of the second part in fee simple, all that property situate, lying and being in Prince George's County, State of Maryland, Liber 17358 at folio 617 and being described as follows: say:

BEING KNOWN AND DESIGNATED as Lot 14, Block G, in subdivision of land known as Glenn Estates as per plat thereof recorded among the Land Records of Prince George's County, Maryland in Plat Book NLP 154, Plat No. 82.


The improvements thereon being known as 10312 GARSON TERRACE

The amount of "total payment" per Section 10-912(b) (2) Tax General Article Annotated Code of Maryland is \$ 0

Together with the buildings and improvements thereupon erected, made or being; and all and every, the rights, alleys, ways, privileges, appurtenances and advantages to belonging or anyway appertaining.

SUBJECT to covenants, easements and restrictions of record.

AND the said parties of the first part covenant that they will warrant specially the property hereby conveyed; and they will execute such further assurances of said land as may be requisite.


Emma Horn

STATE OF MARYLAND, COUNTY OF PRINCE GEORGE'S, to wit:

Exhibit

H

PRINCE GEORGE'S COUNTY GOV
RECEIVED DATE 05/29/2015
157670
REVIEWER ID
PG DEED TAX
MD DEED TAX
PG TRUST #1
PG TRUST #2
MD TRUST #2
PG TRUST #3
MD TRUST #3
PG TRUST #4
MD TRUST #4
AGRI TAX
TOTAL

IMP PD SURE \$ 40.00
RECORDING FEE 20.00
TOTAL 60.00
Rest PG25 Rcpt # 88092
SJH NWR Blk # 478
Jun 03, 2015 12:58 PM

37060 609

I HEREBY CERTIFY that on this 12 day of May, 2015, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **Emma Horn**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be her act.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Lisa P. Campbell
Notary Public
My Commission Expires:

_____(SEAL)

Toi Horn
Toi Horn

STATE OF MARYLAND, COUNTY OF PRINCE GEORGE'S, to wit:

I HEREBY CERTIFY that on this 12 day of May, 2015, before me, the subscriber, a Notary Public of the State aforesaid, personally appeared **Toi Horn**, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument, and acknowledged the foregoing Deed to be her act.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.



Lisa P. Campbell
Notary Public
My Commission Expires: 3/22/2017

_____(SEAL)

Exhibit

H 1