No. 22-546

In The
Supreme Court of the United States

NAZIRA URREGO,

Petitioner,

v.

SAMUEL WHITE P.C.,

Respondent.

On Petition for Writ of Certiorari to the
United States Court of Appeals for the Fourth Circuit

PETITION FOR WRIT OF CERTIORARI

NAZIRA URREGO
25804 LEONARD DR,
SOUTH RIDING VA, 20152
571587-5343

QUESTIONS PRESENTED

Whether Virginia courts have violated the constitutional standards of due process and equal protection? And have the trial courts entertained the suit and determined the truth of the allegations?

Is it not the federal government, the states, and the courts of all levels, tasked with the daunting task of protecting the property rights of citizens from theft, con-version, fraud, and otherwise unlawful "takings"?

Is there anything in a DOT that would allow a Lender, or one acting as such, to auction off any loan to a hedge fund without having foreclosed on it first? Or is it legal to conceal the same and foreclose in the name of a non-holder?

Or should any auction of Petitioner's loan had taken place without fulfilling the remedies of the "Consent Orders" (IFR) with the 0CC/US Treasury?

Can MERs assign a note when they are only a nominee to a DOT? Would such an Assignment be valid?

Would a wrongful description of a property, requiring a "Corrective Affidavit," hold a Deed invalid?

PARTIES TO THE PROCEEDING

PETITIONER, NAZIRA URREGO, an individual natural person, citizen of the United States and the Commonwealth of Virginia, is acting pro se, is not an attorney and has had very minimal contact with the legal system prior to this action. Ms. URREGO was plaintiff in the Loudoun County Circuit Court and Appellant in the United States court of appeals for the 4th Circuit.

RESPONDENT, SAMUEL I. WHITE, P.C., AS ORIGINAL AND SUBSTITUTE TRUSTEE, was the defendant in the Loudoun County Circuit Court and Appellees in the United States court of appeals for 4th Circuit.

CORPORATE DISCLOSURE STATEMENT

Pursuant to U.S. Supreme Court Rule 29.6, Petitioner Nazira Urrego is an individual with no corporate affiliation.

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PETITION FOR WRIT OF CERTIORARI

Petitioner, Nazira Urrego, pro Se, respectfully petitions for a Writ of Certiorari to review the judgment of the United States Court of Appeals for the 4TH Circuit.

OPINIONS BELOW

1. Order was dated May 02, 2014.
2. Order was dated June 02, 2014
3. Order was dated august 5, 2016.
4. Order was dated October 7, 2016.
5. Order was dated November 4, 2016
6. Order was dated December 12, 2016
7. Order was dated January 11, 2018.
8. Order was dated February 2, 2018.
9. Order was dated February 12, 2018.
10. Order was dated March 9, 2018
11. Order was dated March 19, 2018
12. Order was dated April 12, 2018.
13. Order was dated April 17, 2018.

After this time, all other orders are in the United States eastern District courts and all other courts involved.

STATEMENT OF JURISDICTION

The judgment of The United States Court of Appeals for the 4th circuit was entered on September 15, 2021.

This Court's jurisdiction is invoked under 28 U.S.C. §1257(a) and 2101(c). This petition was timely filed within ninety days after the judgment on the Petition for Rehearing. Pursuant to U.S. Supreme Court Rules 14.1(e)(v) and 29.4(c), this petition draws into question the constitutionality of the process not the constitutionality of a state statute unless the statutes define the process. Rule 29.4(c) does not appear to apply. However, as 28 U.S.C. §2403(b) may apply, a copy of the petition has been served on the State Attorney General.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Pertinent constitutional and statutory provisions are set forth in the Appendix to this petition (App. N).

STATEMENT OF THE CASE
FACTUAL BACKGROUND

This case began with the sale of the Property on January 1, 2007, for which America's Wholesale Lender/Countrywide Home Loans, Inc. (CW) sold Petitioner two Predatory loans. and violated VA Code Sec. 159.1-200 entitled "Prohibited Practices" re deception, fraud, etc. with Consumer Transactions as well as fraud in the inducement, and the same has been admitted to in various settlements, perhaps more particularly in the historic Justice Department settlement for financial fraud leading up to and during the financial crisis, where Bank of America, NA (BANA), CW's successor, had to pay nearly $17 Billion.

CW induced Petitioner and once again sold her a Predatory loan and committed fraud in the inducement through their misrepresentations of the loan product, as a refinance of those earlier loans in 2008. Further to this they altered the Deed of Trust (DOT) (alleged to be void ab initio) after her signing of it to conceal the terms of the refinance loan, as well as violated TILA/RESPA/ Rescission by failure to provide those documents, and still further altered the DOT's. Property Description from that already corrected in 2008 Exhibit 6-A, the Deed of Trust, together with Fixed/Adjustable-Rate Rider, does not spell out and in fact hides the real terms of this Interest Only Adjustable-Rate Note, which was 'designed as never affordable and clearly is a Predatory loan.

A clear alteration of the Deed of Trust can be seen from comparing the first page of Exhibit 6-A with the first page. of Exhibit 6-B (only page submitted to the courts) which is Petitioner's unaltered copy from the settlement package that Petitioner signed. Petitioner believed at the time of signing this DOT that those numbers regarding refinance of the prior DOTs specifics would be filled in before recordation of this re-finance. This alteration by CW was not discovered until years later when BANA made one (of six) "last final attempt of foreclosure," which was barred by Petitioner's Chapter 13 filing with the Bankruptcy Courts.

Obviously, CW struck out/"altered" that portion of the DOT conceal the terms of the refinance loan to which CW was not entitled to a prepayment penalty on an "in-house re- finance" causing further confusion and conceal their wrongdoing. It can also be seen from page 13 of the DOT that further alteration of the Property description occurred, where the property description is to be verbatim to the record, that being the description of the prior Re-recorded Deed and DOTs corrections. It should also be noted here that on that page 13 of the DOT, the Schedule A (description of the Property) was absent at Settlement as noted Petitioner's initials do not appear on it. Had it been provided at Settlement, Petitioner might have noticed that it was wrong; but again, it was not until later upon notice of foreclosure and/or Trustee Sale, that Petitioner discovered the description to be incorrect, particularly after Petitioner conducted her own title search. Thereafter, Petitioner contacted her Title Insurance

Company to arrange to fix this major "Cloud on Title," which could only be accomplished via a "Corrective Affidavit" approved by Petitioner and the Trustee to the DOT, that being Samuel I. White (SIW), Original Trustee thereto.

It is interesting to note here that sometime during this later loan transaction, as discovered from a Bloomberg Audit conducted in Petitioner's loan apparently was pooled into the REMIC pooling and servicing agreement under Fannie Mae sometime later CW never identified, nor had Petitioner requested to know, nor did she know to ask for any identification of any investors, since as a first-time buyer, she was naïve as to such matters.

While still under the control of CW, Petitioner had attempted several times, since the housing crash, to obtain a modification, as the same was being offered under Hope, HARP, and other programs set up in 2007-2008. Petitioner was denied the modification.

However, CW offered a refinance under the same modification terms, to the settlement table. Petitioner's understanding when she first applied for the modification was that the appraisal had "no effect" on the modification, since it was designed to help out struggling borrowers and, of course, the terms would be better than the existing loan and did not require refinancing fees. Petitioner knew CW was wrong to even offer the refinance and deny the modification under the same terms - CW reneged on their original offer.

Petitioner has always believed that this sale of her information, to a potential investor, constituted a clear Breach of Contract (re "duty of care") - CW was the first to Breach her Mortgage Contract and the DOT. Shouldn't our laws protect consumers from such behavior and failed duty of care?

BOA took over Petitioner's loan. without CW giving any notice as to change of servicer (as required by the DOT), and, in' fact, to the contrary, CW advised that CW "was" the servicer of her loan.

BANA never solicited or offered Petitioner anything under the HAMP and instead only offered payment plans of those traditional or "bogus" modifications that were "unaffordable" under any terms, certainly not the HAMP that Fannie Mae (the investor) had mandated they solicit.

BOA attempted their first foreclosure, which Petitioner was able to stop through her letter to SAMUEL WHITE P.C, et al. re and with it moving into underwriting, it was BOA's failure to provide the modification, and this first attempt at foreclosure that qualified Petitioner under the Independent Foreclosure Review.

So, while under the control of Bank of America (NA or otherwise), six attempts to foreclose had been made. Then the petitioner received the Notice of Assignment of DOT from Countrywide to BOA, signed by MERS, who has no interest but "For value received ... assigns the DOT and the Note (MERS is only a nominee for CW as to the

DOT, not the Note) ... to BOA," without any real involvement from Countrywide. Clearly, this assignment was made to pave the way for BOA to conduct foreclosure procedures that followed. Can this assignment be held valid? The Bloomberg Audit conducted did not believe so and neither does Petitioner!

Following the "Consent Orders" (Independent Foreclosure Review [IFRI) between BANA and the 0CC, and Petitioner's inclusion in that settlement (which mandates BANA did not comply with), it would appear that her loan was moved from REMIC- into PROF-2013-53 Legal Title To SWIP.C the foreclosing "purported" holder of the note, "not secured" by the DOT.

Petitioner also notes here that BANA knew of Petitioner's qualification and solicitation under the IFR and attempted to foreclose four times in six months. It appears to Petitioner that those attempts, which stopped thereafter, were perhaps their attempt to foreclose to avoid the findings and remedies of the IFR.

Further to those settlements, the National Mortgage Settlement (NMS) followed and had their own "Consent Judgments," which BANA should have known to include Petitioner therein, but BANA, again, never solicited her, where clearly Petitioner was the victim of not one predatory loan, but two!

Here again, it is interesting to note that this settlement also occurred right before that time period where the REMIC seemed to move into PROF, also of further interest is the $18 Billion Settlement between DOJ and Fannie Mae vs. BOA/BANA where the investors were paid off. This is precisely why Discovery should have prevailed as Petitioner's loan could have been one of those included in that settlement and could have determined that this new Trust PROF establishes a "double dipping" on BANA's part, or even Fannie Mae's part.

This information should be made public and so should have the National Mortgage Settlement. In Petitioner's review of that settlement, she could only find a listing of 62 cases that BANA determined predatory for the 2007 – 2009 period in the state of Virginia - which seems outrageous given these predatory loans climaxed in the crash of our economy.

Further, after Petitioner's approval with the IFR, she had filed complaints with President Obama in April 2014, which was referred to the main office of Consumer Financial Protection Bureau (Consumers), in further attempt to get BANA to comply with the IFR Guidelines. At that time, she did not know there was a "Consent Order" (IFR) with which BOA had to comply and included under the IFR Guidelines. Thereafter, BANA instructed to conduct a foreclosure without first complying with their "Consent Order."

Clearly, there is nothing in the DOT that would allow a Lender, or one acting as such, to auction off any loan without having foreclosed on it first. Nor should any auction of Petitioner's loan had taken place without fulfilling the remedies of the "Consent Orders" (IFR).

Samuel I. White, Trustee (SIW) proceeded with the "wrongful" foreclosure, despite the fact that Petitioner had filed that case, and in violation of the DOT to give notice regarding the same despite HUD regulations; despite Burch's Cease & Desist and Highlights of the Bloomberg Audit; despite the "Consent Orders" (IFR); and despite the "Cloud on Title" on the property description requiring a "Corrective

Affidavit," all of which SIW was well aware of. Following the foreclosure attempt, Petitioner filed her state case with a Lis Pen dens, in an effort to stop any further actions.

Petitioner herein has given clear evidence/exhibits to everything in her complaint but could still offer up more proof/evidence. Just how much evidence is enough to show a clear proof of "wrongful and negligent behavior," when the OCC/US Treasury have already accepted Petitioner's treatment by BANA and SIW as Trustee to the DOT) as "wrongful and negligent"?

Following the filing of suits, and in an effort to compel compliance with the remedies of the IFR and having learned that Petitioner could make Complaint with the OCC, she did so.

Still further is Exhibit 60, the Deed of Foreclosure (DOF), which again bears the wrong description to the Property which must be stated verbatim to the DOT, which is still incorrect and needs to be corrected with a "Corrective Affidavit" going back to the original sale of the property to Petitioner and approved by her. Such affidavit has never been approved and filed with the Recorder of Deeds to date. How can any Deed be held valid when it conveys an incorrect description of the Property?

After a free consultation with an attorney with expertise in this field, and upon advice to combine her US District court case with the Circuit Court case, Petitioner had dismissed without prejudice under Rule 41(a) her US. District Court case (App. J) to combine the same with the Circuit Court case Second Amended Complaint, and particularly since Defendants had complained about the dual suits. suits. Clearly the dual suits would not have been necessarily had SIW not continued with foreclosure.

It was never Petitioner's intent to file multiple suits and doing so placed a bigger burden on Petitioner than that of attorneys who are appearing in courts as a daily part of their work.

Petitioner knew she would need to amend, since she was rushed to file something with the courts, particularly since SIW chose to give Notice of the Trustee Sale right before the Thanksgiving Holidays, giving Petitioner only seven and one-half days to file suit, and with publication of the sale appearing before Petitioner received her notice. Can this really be considered fair Notice?

Is it fair that this information has been withheld from Petitioner? Does she not have a right to defend herself from the unlawful taking of her property from someone unknown to her, where a Trustee fails fulfilling all the requirements of the DOT

and/or Federal and State requirements, including HUD, as well as ignoring her prior filed suit? Also, mid-year, and prior to the Second Amended Complaint, Petitioner filed Default Judgment against BONYM for non-appearance, which the court found to favor BONYMS attorney.

With regard to Petitioner's pleas for Request for Judicial Notices (App. Z), involving Probate Court, where SIW had to file his Accounting for the Foreclosed where Petitioner's Opposition Letter was directed, whereupon laying eyes on a copy of the Note, Petitioner believed it to be a forged Note and not her signature thereon.

In addition, Petitioner examined the POA which SIW used to foreclose with Commissioner of Accounts, pointing out that it did not include PROF-2013-S3 Legal Title Trust, the petitioner requested a proper POA. Upon receipt of a copy of that subsequent POA and in response Petitioner noted still questionable characteristics to that POA that would be "unacceptable" for court records filed in Virginia's court system.

Also, notable, is that the Judicial Notices pled for were not available at the time of filing her Second Amended Complaint and the foreclosure had not been approved by Probate Court until right

before the hearing of wherein her Judicial Notices were submitted, and where Petitioner was deprived of due process rights regarding the same.

Further to this, and as a result of the Commissioner not having the power to invalidate a Deed of Foreclosure (DOF), Petitioner was notified by the Commissioner's office that the Commissioner had approved the accounting and it was being filed with the Probate Court on that date and Petitioner would have 15 days to file any exceptions. Thereafter, Exceptions were filed.

Where again, the Probate Judge and the court not being a court of record, could not invalidate anything either, or after review of Petitioner's exceptions, Ordered the Report confirmed. Noted in that Order: "this Court expresses no opinion as to the correctness and validity of the classifications and amounts set forth ... or similar language on the Account of Sale ... express or implied ... on the Account of Sale." This information filed with Probate Court, including a number of further Exhibits, was also what Petitioner requested in her Judicial Notices, which opposing counsel SIW claimed were merely reiterative.

No doubt, they did not want any further evidence being drawn into that case particularly where that evidence could have proven they were not entitled to the remedy of foreclosure and the foreclosure was invalid.

From the transcript of the hearing, on page 4, line 21 through page 5, line 3 (App. X), Trust Defendants question whether Petitioner had filed anything citing a single violation of DOT. It would appear that Defendants had not read the full Complaint, since Plaintiff therein did cite violations of the DOT for improper notices,

as well as not complying with all the notices, i.e., BUD regulations, violations of non-compliance with the OCC Consent Orders, as a matter of Federal and State requirements.

They continue on page 30, beginning with line 7, questioning again "whether anything stated ... sufficient to equip them to defend the suit and be on Notice." Plaintiff had therein proffered a Bill of Particulars if they still could find no issue, and the court could have called for the same, but did not, nor did the court address the proffer (App. Y, Plaintiffs notes read at hearing). What Plaintiff could have provided with a Bill of Particulars was a summation of her Complaint and pages of Exhibits into what she' ultimately filed in her first appeal to the United States Eastern District court of Virginia, consisting of eleven (ii) pages. "She should have filed this suit before the sale when seeking to enjoin it or to seek an equitable remedy like rescission." In response (which the court never permitted Plaintiff),' clearly Plaintiff did file suit in the US District Court before the foreclosure, which Trust Defendants ignored and proceeded with foreclosure wrongfully.

As to the element of Rescission, Plaintiff only pled for Rescission as it related to the OCC Consent Orders and the remedies of the IFR. Further, because PROF is still the holder of the mortgage or purported to be, the remedy of Rescission has always been available under those Consent Orders. This was clearly pled in the Complaint, and it boggles Petitioner's mind that they continue to ignore. This was clearly a "wrongful" foreclosure and Trust Defendants know it.

Petitioner admits that she may not be the best at arguing/pleading her case as a, pro se plaintiff, but the facts and/or evidence in her case cannot be denied – that is, if properly reviewed along with the Complaint.

Petitioner should mention here that Trusts/PSAs are supposed to register with the Securities and Exchange Commission (SEC) and PROF-2013-S3 Legal Title Trust, has never done so. Again, why move from REMIC to PROF, but perhaps to conceal something? Perhaps, a payoff?

As can be seen from the Appendix to this Petition, Petitioner has had to fight this cause on a number of issues, for nearly ten years, and in a number of courts and her case is very complex. She fears she cannot do it justice especially with the limitation of a 40-page Petition. However, it is hoped that this Honorable Court will assist her, and she will finally receive some justice, not only for herself, but for the good citizens of this country.

Plucked in part from Appellant's second Petition for Rehearing, pages 2-3: "First, Appellant does not understand how the Court of Virginia has made the determination that "there is no reversible error in the judgment complained of." If that Court was referring to the Errors in Appellant's Petition for Appeal regarding "due process" and Appellant's Constitutional rights, this Court should address how it is "right" that a dismissal of a Complaint on Demurrer or Pleas in Bar should be granted where: "A claim is plausible if the complaint contains "factual content that

allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged," and if there is "more than a sheer possibility that a defendant has acted unlawfully." Ashcroft v. Iqbal, 129 S.Ct. 1937, 1949 (2009).

The Court restated the substance and application of the Bell v. Twombly test for the sufficiency of pleadings: "Determining whether a complaint states a plausible claim for relief will, as the Court of Appeals observed, be a context-specific task that requires the reviewing court to draw on its judicial experience and common sense." Clearly, Plaintiff has pled with "factual" evidence (exhibits) that drew a reasonable inference that the defendants were liable for the misconduct alleged.

Plaintiff filed her initial Complaint (US District Court), to stop the foreclosure from proceeding and challenging the validity of Title to her Property and the conduct of the Trustee. In two cases, Ramos v. Wells Fargo Bank, 770 S.E.2d 491 (Va. 2015), and Mathews v. PHH Mortgage Corp., 724 S.E.2d 196 (Va. 2012), the Court of Virginia confirmed that any challenge to a foreclosure based on the pre-foreclosure conduct of the lender must be filed before the foreclosure sale has taken place, if the borrower wants to avoid a foreclosure sale.

Once the foreclosure has taken place, a property owner can sue the lender for damages based on the claim of a wrongful foreclosure. In this case, Appellant filed her first suit before the foreclosure took place and the Trustee Samuel I.

White ("SIW'), who is supposed to act as an impartial administrator in a "non-judicial foreclosure" and who is clearly not supposed to advocate for either side, and must use diligence and fairness when conducting the foreclosure, violated the terms of the Deed of Trust ("DOT") by failing to give all proper Notices, including the right to file suit and ignoring Plaintiffs filing in the U.S. District Court, and further violations as detailed earlier, and proceeding with the foreclosure."

Thus, the lower court should have found this as "negligent and wrongful behavior" and found it as a "wrongful foreclosure," as Plaintiff had pled. The Court of Virginia in its de nova review should certainly have recognized this and held that the Dismissal of Plaintiffs Complaint based on Demurrers and Pleas in Bar was premature and should have found a "wrongful foreclosure" as a "reversible error" in the judgment complained of. As pled in Error 4, the lower court erred in the interpretation of the Complaint and the evidence presented in the Exhibits thereto and, accordingly, by dismissing Plaintiff's case' had violated Urregos rights to procedural due process.

As stated in Error 1 regarding the Court's failure to address or rule on the Requests of Judicial Notices:

"Due process in an administrative hearing include a fair trial, conducted in accordance with fundamental principles of fair play and applicable procedural standards established by law. Administrative convenience or necessity cannot override this requirement." Swift and Co. v. United States, 7 Cir., 1962, 308 F.2d 849;

Hornsby v. Allen, 5 Cir., 1964, 326 F.2d 605. Under due process laws, the petitioner was entitled to a fair trial, which she did not receive and was even denied a promised reply to Defendant's response regarding the Judicial Notices, which were prepared to be heard that day, entered into the court, but never addressed or ruled on.

The Court should have found that the dismissal of Plaintiff's Complaint was premature and based erroneously and solely on Defendants' Demurrers and Pleas. In Bar and violated her right to a fair trial, where there was no trial or cross-examination of witnesses or otherwise, further ignoring counts of the Complaint altogether.

Notably, The Defendant's suggestion that the "Consent Orders" were part of the National Mortgage Settlement, where clearly the defendants knew this was not true and Plaintiff was within her rights to bring suit against them for violation of their "Consent Orders" (IFR) and further Plaintiff fully pled for the mandated remedies in her Complaint and Exhs. 29-32. (SeeApp.)

Requested in Plaintiff's Judicial Notices were the records from the Probate Court, which included the POAs submitted by SIW, which demonstrate that SIW did not have a valid POA with which to foreclose. Clearly, the Court failed to "accept all allegations in the complaint as true and [must] draw all reasonable inferences in favor of the plaintiff." Again, the Court "blindly" or erroneously interpreted the Exhibits, as particularly noted in Plaintiff's Motion for Reconsideration and Memorandum in Support of, where Plaintiff gave the court clear interpretation of each count (App. W). Quoting further, from Plaintiffs Memorandum in Support of Motion for Reconsideration, filed p. 10, as to her Requests for Judicial

Notices and the SEC:

"Finally, according to Virginia Code §55-59(9) "The party secured by the deed of trust, or the holders of greater than fifty percent of the monetary obligations secured thereby, shall have the right and power to appoint a substitute trustee or trustees. The instrument of appointment shall be recorded in the office of the clerk wherein the original deed of trust is recorded prior to or at the time of recordation of any instrument in which a power, right, authority or duty conferred by the original deed of trust is exercised" (emphasis added) On this final note, Plaintiff Requested for Judicial Notice from the Security and Exchange Commission (SEC) to give clear evidence that PROF was never registered with the SEC and thereby was not secured by the DOT and had no powers to assign, which was done in their Assignment to Trustee White." (Further italic emphasis added)

The United States Eastern District Court should have recognized the Circuit Court's "blind" or "erroneous" interpretation of the exhibits as further detailed below. First, with regard to a DOT: A deed of trust has two purposes, which are "to secure the lender-beneficiary's interest in the parcel it conveys and to protect the borrower from acceleration of the debt and foreclosure on the securing property prior to the

fulfillment of the conditions precedent it imposes." Mathews v. PHH Mortgage Corp., 724 S.E.2d 196, 200 (2012).

Further to the DOT, there is nothing therein that would allow the Lender or subsequent Holders of the Note secured by the DOT to auction off Plaintiff's loan to a hedge fund prior to any foreclosure.

The lower court should have found predatory lending, a void ab initio Deed of Trust and the "Cloud on Title" evident requiring a "Corrective Affidavit," and clearly with the violation of the Consent Orders, a "wrongful foreclosure" had occurred and more particularly, Plaintiff had exercised her rights to file suit before foreclosure and challenged Defendants' on their right to Title.

As to Predatory Lending, CW violated VA Code Sec. 159.1-200 entitled "Prohibited Practices" re deception, fraud, etc. with Consumer Transactions as well as fraud in the inducement. This is a well-known fact and pled in the Complaint. As to Counts I & II, the Court should have found a cause of action for fraud based upon the Exhibits submitted and Plaintiffs Request for Judicial Notices which further supported the connecting of the facts.

From 5A Charles A. Wright et al., Federal Practice and Procedure Civil Sec. 1298 (3d ed. 2013) [I]t is inappropriate to focus exclusively on the fact that Rule 9(b) requires particularity in pleading the circumstances of fraud. This is too narrow an approach and fails to take account of the general simplicity and flexibility contemplated by the federal rules and the many cases construing them; in a sense, therefore, the rule regarding the pleading of fraud does not require absolute particularity or a recital of the evidence, especially when some matters are beyond the knowledge of the pleader and can only be developed through discovery.

As to Count II Alteration of the DOT, the Court should have found as void ab initio as it was clearly altered after Plaintiff signed the same to conceal the terms of the mortgage which was a re-finance. Plaintiff was not privy to the "who, when, where and why" since she was denied Discovery. Further, Exh. 5, shows clear evidence of fraud and the courts should have recognized the same. Also, since this assignment was filed with the Recorder of Deeds, this recordation should be held as "fraud on the court." As to damages, this cannot be calculated until possession is decided, but Appellant still possesses.

Further to Count II, clearly shown in Exh. 6-A is the alteration of the description of the property, p.13 thereof, which is required to state verbatim the description of the property as identified in the Re-recorded Deeds of Trust identified in Exhs. 3-B and 3-C, which they failed to do. Here the Court's confusion indicated she failed to compare Exh. 6-A with that of Exhs. 3-B and 3-C.

As to the requirements for a "Corrective Affidavit" to correct the Deeds on file with the court's Recorder of Deeds, as previously pointed out in Plaintiff's complaint,

one only needs to compare the description of the DOT (Exh. 6-A) with the Deed of Foreclosure ("DOF") filed (new Exh. 60).

Here SIW attempts to correct the description in the DOF but fails as this description can only be corrected via a "Corrective Affidavit" approved by this Plaintiff, who found it erred and such "Corrective Affidavit" has yet to be filed with the Recorder of Deeds.

Further, a DOF must state verbatim the description of the property conveyed in the DOT, which clearly SIW failed to do, which should further invalidate the DOF. The "Corrective Affidavit" must be done on all Deeds including the Deed of Sale, which only this Plaintiff can approve.

The Plaintiff did not understand why she was being deprived of her Requests, when clearly under Code of Virginia 8.01-386. "Judicial notice of laws. A. ... the court shall take judicial notice thereof whether specially pleaded "or not. And B. The court, in taking such notice, may consult any book, record, register, journal, or other official document or publication purporting to contain, state, or explain such law, and may consider any evidence or other information or argument that is offered on the subject." (Emphasis added) (cited in Plaintiffs Request of Judicial Notices, page 2; transcript page 17, line 7 to page 18, line 1 and Plaintiffs Motion for Reconsideration, page 3).

In the lower courts, in Urregos Second Amended Complaint, the issue of Due Process was first raised in her opening statements bridging pages 4-5: Plaintiff wishes to reiterate here that she sincerely feels that it would be an obstruction of justice not to litigate and proceed to discovery and mediation and, if this case were to be dismissed in its entirety, that dismissal would be a material injury constituting a deprivation of Plaintiffs rights to procedural due process." The issue of Due Process was raised again by the Plaintiffs Opposition to Demurrer and Plea in Bar to Second Amended Complaint filed and repeated here as follows:

As taken from William & Mary Bill of Rights Journal [Val. 22:122120141 pp. 1245-1246, Julie A. Cook, J.D. Candidate, 2014, William & Mary School of Law; B.H., 2011 magna cum laude, Clemson University. "Consider the following:

In light of the recent decision announced by the Supreme Court of the United States in Ashcroft v. Iqbal, the pleading standard established under Federal Rule of Civil Procedure 8(a)(2) requires that, in order to survive a motion to dismiss, a complaint must contain sufficient factual matter to 'state a claim to relief that is plausible on its face.' With respect to pro se plaintiffs, Federal Rule of Civil Procedure 8(a)(2) is unconstitutional because it violates an individual's procedural due process rights by requiring a pleading standard that a layperson finds difficult to satisfy.

The argument presented in this Note is analogous to the deprivation of pro se litigants' right to due process. Just as pro se litigants lack the information and expertise necessary to pass muster under the standard of Rule 8, resulting in the

premature dismissal of their claims, plaintiffs asserting negligent misrepresentation claims may not have the tools necessary to satisfy heightened pleading. The lack of uniformity in courts in applying a pleading standard, as demonstrated by the current federal circuit court split, prevents plaintiffs from receiving adequate notice of what is sufficient to avoid dismissal. Courts conflation of the elements of negligent misrepresentation with fraud also contributes to the dismissal of claims that might otherwise have merit. Finally, the inconspicuous elements of negligent misrepresentation, when paired with the requirements of heightened pleading, present an undue burden on plaintiffs who, at the outset of a claim, are unable to utilize the tools of discovery. ... a material injury constituting a deprivation of plaintiffs' rights to procedural due process." Pursuant to Virginia Codes §8.01-386 and §8.01-389 and further Virginia Rules of Evidence Rule 2:104(b): "Under Virginia Rules of Evidence, approved and promulgated, supreme Court of Virginia, September 12, 2011, Rule 2:104 Preliminary Determinations, (b) Relevancy conditioned on proof of connecting facts: Whenever the relevancy of evidence depends upon proof of connecting facts, the court may admit the evidence upon or, in the court's discretion, subject to, the introduction of proof sufficient to support a finding of the connecting facts.

Further, under Code of Virginia §8.01-389. Judicial records as evidence; full faith and credit; recitals in deeds, deeds of trust, and mortgages; "records" defined; certification, A.

The records of any judicial proceeding and any other official records of any court of this Commonwealth shall be received as prima facie evidence provided that such records are certified by the clerk of the court were preserved to be a true record, through F. The certification of any record pursuant to this section shall automatically authenticate such record for the purpose of its admission into evidence in any trial, hearing, or proceeding. Still, further, under Code of Virginia §8.01-386. Judicial notice of laws (Supreme Court Rule 2:202 derived in part from this section). A. Whenever, in any civil action, it becomes necessary to ascertain what the law, statutory or otherwise, of this Commonwealth, of another state, of the Unites States, of another country, or of any political subdivision or agency of the same is, or was, at any time, the court shall take judicial notice thereof whether specially pleaded or not. And B. The court, in taking such notice, may consult any book, record, register, journal, or other official document or publication purporting to contain, state, or explain such law, and may consider any evidence or other information or argument that is offered on the subject."

(Emphasis added)

From The Making of Modern Law: US. Supreme Court Records and Briefs, 1832-1978, containing the world's most comprehensive collection of records and briefs brought before the nation's highest court by leading legal practitioners - many who later became judges and associates of the court, Urrego wishes to draw particular attention to portions of the following Jurisdictional Statement. In the matter of Flora

Daun Fowler, Appellant v. Maryland State Board of Law Examiners, No. 77-801, 434 U.S. 1043, 98 S.Ct. 844, 54 L.Ed2d 793 (1977), quoting from her Jurisdictional Statement:

"The federal constitutional provisions involved in this appeal are found in the United States Constitution, Amendment XIV, Section 1: 'AU persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the

United States: nor shall any State deprive any person of life, liberty, or property, without the due process of law; nor deny to any person within its jurisdiction the equal protection of the laws.' Where federal action is concerned: 'The right to hold specific private employment and to follow a chosen profession free from unreasonable governmental interference comes with the "liberty" and "property" concepts of the provisions of the Fifth Amendment to the Federal Constitution that no person shall be denied liberty or property within due process of law. Green v. McElroy, 360 U.S. 474, 79 S.Ct. 1400' The Fourteenth Amendment protects liberty or property from state action lacking due process provisions. The nature of notice and hearing was elaborated upon in the case of Hornsby v. Allen, 326 F.2d 605. 'Due process in administrative proceedings of a judicial nature generally, requires conformance to fair practices of Anglo-Saxon jurisprudence, and this is equally equated with adequate notice and fair hearing - requirements that parties be allowed opportunity to know opposing parties' claims, to present evidence to support their contentions, and to cross-examine opposing parties' witnesses, but strict adherence to common law rules of evidence at hearing is not required.

The Fourteenth Amendment demands that a state treat all citizens alike, unless there is a sufficient reason to treat them differently. The concept of equal protection has been traditionally viewed as requiring uniform treatment of persons standing in the same relation to the action of government. The Equal Protection Clause requires that state laws be applied uniformly to situations which cannot be reasonably distinguished. For the reasons set forth in this Jurisdictional Statement, the questions presented herein being substantial and of public importance, should be heard and decided on this appeal."

Further to Hornsby v. Allen:

"The role of the courts is to ascertain the manner in which this determination was or is made accords with constitutional standards of due process and equal protection." And "It follows that the trial court must entertain the suit and determine the truth of the allegations." (Emphasis added).

The integrity of the rule of law is at stake, as the most basic of our due process rights are involved. It is a fundamental principle that one has the right to protect his or her property from its unlawful taking by another. Consistent with the United States Constitution, the Virginia Constitution states: [All men are by nature equally free

and independent and have certain inherent rights, of which, when they enter into a state of society, they cannot, by any compact, deprive or divest their posterity; namely, the enjoyment of life and liberty, with the means of acquiring and possessing property, and pursuing and obtaining happiness and safety.

Va. Const., Article I, 1. It further states that "no person shall be deprived of his life, liberty, or property without due process of law." Va. Const., Article I, 11. The federal government, the states, and the courts of all levels, are tasked with the daunting task of protecting the property rights of citizens from theft, conversion, fraud, and otherwise unlawful "takings." One's property rights can be protected through criminal proceedings, through civil proceedings, and sometimes both. This is a civil action filed to protect Urregos property rights from the unlawful taking of those rights by either Defendants or Trust Defendants.

REASONS FOR GRANTING THE PETITION

The Trial Court erred in not accepting the further evidence as required under Va. §8.01-386 and as pled in the Requests of Judicial Notices The refusal of the Trial Examiner to receive and consider competent and material evidence which could have been offered after a reasonable opportunity to meet the charges amounts to denial of due process, and the fact that the Board had reached, or might have reached, no different conclusion had the rejected evidence been received is entirely beside the point. NL.R.B. v. Burns, 8Cir., 1953, 207 F.2d 434.

The Judicial Notices fully supported the allegations and "connected the facts" and evidence of the complaint as to the "continuous negligent and wrongful treatment" placed on Urrego since the initial loans in 2007, but the court wrongfully failed to accept.

The Trial Court erred in not accepting Urregos preferred "Bill of Particulars "[U]under Rule 3:7, 'a bill of particulars may be ordered to amplify any pleading that does not provide notice of a claim or defense adequate to permit the adversary a fair opportunity to respond or prepare the case.' ... Still, should this Court agree with the Defendants, this court may order a Bill of Particulars under Rule 3:7 and Plaintiff will comply. "As to the Statute of Limitations (Code of Virginia §8.01-243(C)(2)):"[T]hat the statute runs from the last date of the continuous negligent treatment is just and equitable. A rule to the contrary often results in miscarriage of justice and penalizes a patient who, under continuous treatment, assumes that due care and skill will be exercised." Farley v. Goode, 219 Va. 969, 252 S.E.2d 594, 600 (1979) (quoting Hotelling v. Walther, 169 Or. 559, 130 P.2d 944 (1942))." The court should have granted the Judicial Notices and any further evidence supporting the facts, particularly before any demurrer was ruled on, since there was clear evidence in the Exhibits and in the Complaint and pled for in the Judicial Notices that clearly provided more than a "sheer possibility that defendants had acted unlawfully," and that evidence should have changed the lower court's decision. By sustaining the Defendants' Demurrers and Pleas in Bar, the court failed their duties regarding procedural due process. Although Petitioner is not privy to all the case filings, it appears that Jacobson v. Bayview Loan Servicing LLC 371 P.3d 397, 383 Mont. 257 (2016) bears a resemblance to mine. "What is unique and instructive about this decision from the Montana Supreme Court is that it gives details of each and every fraudulent, wrongful and otherwise illegal act that were committed by a self-proclaimed servicer and the "defective" trustee on the deed of trust. ...If you think about it, you can easily see how this case represents the overall infrastructure employed by the super banks. It is obvious that all of Bayview's actions were at the behest of Citi, who like any other organized crime figure, sought to about getting their hands dirty. The self-proclamation inevitably employs the name of US Bank, whose involvement is shown in the case to be zero. Nonetheless the attorneys for Bayview and Peterson sought to pile up paper documents to create the illusion that they were acting properly. ... 38. False representations concerning 'US Bank, Trustee' - a whole

category unto itself. (The BOA deal and others who 'sold' trustee position of REMICs to US Bank)". However, nowhere in my search have I found a case as full of torts involving Predatory Lending, fraud in assignments, material alteration of the DOT making it void ab initio, improper assignments and notices of the DOT, wrongful foreclosure, wrong party foreclosing, _ violations of HUD requirements, violations of federal HAMP programs, violations of Fannie Mae Guidelines, violations of Consent Orders with the OCC/Treasury, and failure to solicit borrowers who qualify for the NMS.

It would seem that in light of the bad practices of these servicers, including Fay on behalf of PROF/US Bank, uniform non-foreclosure rules should be developed to protect citizens nationwide from the unlawful taking of their homes in violation of their Constitutional rights and without due process. In the recent rulings on Obdusky v. McCarthy & Hoithus LLP, Case No. 17-1307 (March 20, 2019), if the 1977 Fair Debt Collection Practices Act were not passed to prevent these debt collectors from engaging in abusive or predatory practices regarding real property, then some law should be created to protect citizens from such abuse. Obviously, I am such a victim to this crime and no doubt that there are millions like myself, who do not deserve this abuse. It is time for the courts to stand up to these banks and or their servicers.

The solution is always uniformity and clarity must be achieved. Perhaps the better solution would be to bar non-judicial foreclosures altogether until our faith in home ownership can be restored.

CONCLUSION

Petitioner respectfully request certiorari be granted for this Petition, in order that this Court may restore and protect citizens' Constitutional rights as they were created to be. I trust in God and this Superior Court. The petition for a writ of certiorari should be granted.

In conclusion: This has been an ongoing investigation for more than 15 years, which started in 2005, many important people took part in this investigation including, Katherine porter, of the school of law in Iowa, The Attorney William Brennan, of the state of Atlanta, the representatives Alan Grayson, Barney Frank, Corrine Brown, and the State attorney of New
york, Erick T. Schneiderman, along those people were also a special investigation group made up of, 55 lawyers of the (DOJ), 15 State federal attorneys civil and criminal, 10 (FBI) agents, and Court personnel and Judges, The Supreme Court of Washington DC all of this group against the federal fraud of the Banks and entities like mers. Therefore the plaintiff asks for all of these reasons and for the Virginia adverse possession law. yo have all the americans unite and fight for the right of freedom and the right to justice against the robo-signer fraud of the Loans and also pleads to have the title granted under her name
Nazira urrego as the sole owner of the real property 25804 Leonard Dr, Chantilly Va, 20152.

Respectfully submitted, Nazira Urrego

Signature