

Number 23-5521

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# In the Supreme Court of the United States

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Jackie Gaff also known as Jackie Goff

Petitioner

v.

MSNI Advantage, L.P.; Karissa Happe Jones, also known as Krissie; Tyler Happe; Main Street Associates, Incorporated; Main Street Asset Solutions, Incorporated; PHH Mortgage Corporation; PHH Corporation; Ocwen Loan Servicing, L.L.C.; Ocwen Financial Corporation; Sebring Capital Partners, L.P.; U.S. Bank National Association; Bank of America, N.A.; JP Morgan Chase Bank, N.A.; Ally Financial, Incorporated; Ronald Happe; U.S. Bank National Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass Through Certificates, Series 2007-RP1

Respondents

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

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## Petitioner's Motion for Rehearing Regarding Petition for a Writ of Certiorari

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Jackie Gaff  
Pro Se Petitioners  
2623 Gooch St.  
Dallas, TX 75241  
(Phone): 225.828-1670

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## Petitioners' Motion for Rehearing

### Introduction

Petitioner, Jackie Gaff pursuant to Rule 44 of the Supreme Court of the United States permits a petition for rehearing of an order denying a petition for writ of certiorari to assert grounds limited to “intervening circumstances of a substantial or controlling effect or to other substantial grounds not previously presented.” The petition is presented in good faith and not for delay.

Petitioners request clarification and intervention of the Supreme Court Justices regarding: 1) Whether Respondents can ignore the Supreme Court of the United States requirement to respond either through Waiver or Answer to the Petitioner's Writ of Certiorari without consequence, and 2) Whether the Court can close the loophole of the lower Courts failing to adjudicate properly submitted documents according to the Federal Rules of Evidence. This overwhelmingly has resulted in **Court Sanctioned Theft** for millions of Americans that deprives homeowners of their property because businesses exploit loopholes in the judicial system knowing Courts are overwhelmed and FRCP 12(b)(6) motions can end a case prior to discovery and subverts answering genuine issues of material fact.

**1) Whether Respondents can ignore the Supreme Court of the United States requirement to respond either through Waiver or Answer to Petitioner's Writ of Certiorari without consequence**

MSNI Advantage, L.P. (MSNI); Karissa Happe Jones (K. Jones); Tyler Happe (T. Happe); Main Street Associates, Incorporated (MSA); Main Street Asset Solutions,

Incorporated (MSAS); PHH Mortgage Corporation (PHHMC); PHH Corporation (PHH); Ocwen Loan Servicing, L.L.C. (OLS); Ocwen Financial Corporation (OFC); Sebring Capital Partners, L.P. (Sebring); U.S. Bank National Association (USB); Bank of America, N.A. (BOA); JP Morgan Chase Bank, N.A. (Chase); Ronald Happe (R Happe); U.S. Bank National Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass Through Certificates, Series 2007-RP1 (Unregistered/Unlawful Trust) Failed to respond to the Petition for Writ of Certiorari nor did they send the Waiver form back to the Court or the Petitioner. Please provide clarification why these businesses are allowed to ignore responding? In the lower courts a Default Judgment would have automatically been rendered to the Petitioner.

**2) Whether the Court can close the loophole of the lower Courts failing to adjudicate properly submitted documents according to the Federal Rules of Evidence.**

**Rulings were based on Fraud in Dictum and Fraud in Factum**

The Court is requested to close the loophole of the lower Courts failing to adjudicate properly submitted documents according to the Federal Rules of Evidence. Businesses are exploiting the judicial system knowing the Courts are overwhelmed with cases and therefore are abusing the filing of FRCP 12(b)(6) motions prior to discovery and failing to answer for their egregious illegal acts.

MSNI, PHH/USB/Unregistered/Unlawful Trust immediately filed FRCP 12(b)(6) motions. Lawsuits filed to stop nonjudicial foreclosures is the equivalent of a Countersuit. The Supreme Court held the term “defendant” in the statute did not extend to a “Plaintiff” against whom a **counterclaim** was asserted see *Shamrock Oil & Gas Corp., v. Sheets*, 313 U.S. 100 (1941). **Again, the Respondents are the “Original Plaintiffs” as they filed a legal procedure against the Petitioner.**

The Supreme Court held that a **counterclaim** cannot provide the basis for statutory requirements arising-under jurisdiction over a civil action. In so holding, the Court relied on a literal reading of the well-pleaded complaint rule. Others have invoked the Court’s decision to argue that the well-pleaded complaint rule also governs diversity jurisdiction under 28 USC § 1332(a). The Court’s holding and efforts to extend it, distorts the law by conflating the well-pleaded complaint rule with the separate procedural principle that the plaintiff is the master of the complaint. The role of counterclaims has been misconceived because of a widespread failure to grasp that 28 USC §§ 1331 and 1332(a) grant jurisdiction over civil actions, not claims. That grant—together with the nature of arising-under jurisdiction—means that arising-under jurisdiction exists over a claim only if the claim itself provides a basis for arising-under jurisdiction over the civil action. And the Court has held that a **counterclaim** cannot serve that function.

As such the two sections contradict the purposes of the other which necessitates the Courts intervention in the use of FRCP 12(b)(6) failure to state claim is unjust in its application regarding a **Counterclaim** removed from State Court. The removal upends the status requirements of the Courts afforded to “Defendants” under **Counterclaim**. This creates a technicality for the abuse of the FRCP 12(b)(6) motions.

The 5th Cir. Affirmed in error and the N.D. Tex. ruled in error because no one verified the truthfulness of the evidence provided by the Respondents to steal the

Petitioners' home. MSNI wrongfully took title to the property by paying a \$32 fee and filing a six-page Substitute Trustee Deed into the Tarrant County Court House, Official Public Records Department. *The Clerk of the Court stated "all we do is file the paperwork we do not verify the accuracy of the documents."* **No note with legal indorsements has been provided by any Respondent.**

In *Carpenter v. Longan*, 83 U.S. 271, 275, 16 Wall. 271, 21 L.Ed. 313 (1872), the United States Supreme Court stated: "The transfer of the note carries with it the security, without any formal assignment or delivery, or even mention of the latter. The note and mortgage are inseparable; the former as essential, the latter as an incident. **An assignment of the note carries the mortgage with it, while an assignment of the latter alone is a nullity.**"

No notices were filed in accordance with Texas Property Code § 51.002. No authority is enforcing the law to protect homeowners yet the legal system is upholding **Court Sanctioned Theft** because of improper legal proceedings. **The Sarbanes-Oxley Act of 2002 (SOX Act) is a federal law that requires corporations to follow certain practices for financial record keeping and reporting. The law was passed by Congress on July 30, 2002, in response to a series of corporate fraud scandals and is applicable here.**

No Respondent has denied the paperwork is forged and the Courts failed to require them to prove a legal claim to the property. Again, the FRCP 12(b)(6) has resulted in **Court Sanctioned Theft** leaving this homeowner and millions of others with no protection from thieves. **Only the Supreme Court of the United States can stop this Court Sanctioned Theft.**



The preponderance of evidence is clear the deeds are forged no Respondent has denied these facts. The purported first assignment was to a company that was not created until four years later no Respondent has denied these facts. Notices were not provided with accurate default amounts and right to cure no Respondent has denied these facts. The Trust Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass Through Certificates, Series 2007-RP1 is Unregistered with the SEC which makes it unlawful and unenforceable according to 15 USC 77e no Respondent has denied these facts. So, the question becomes why are the Courts allowing Court Sanctioned Theft in light of the evidence and facts?

*In Lawson v. FMR LLC, 571 U.S. 429 (2014) and Arthur Andersen v. U. S, 544 U.S. 696 (2005)* As Enron Corporation's financial difficulties became public, petitioner, Enron's auditor, instructed its employees to destroy documents pursuant to its document retention policy. Petitioner was indicted under 18 U. S. C. §§ 1512(b)(2)(A) and (B), which make it a crime to "knowingly . . . corruptly persuad[e] another person . . . with intent to . . . cause" that person to "withhold" documents from, or "alter" documents for use in, an "official proceeding." The jury returned a guilty verdict, and the Fifth Circuit affirmed, holding that the District Court's jury instructions properly conveyed the meaning of "corruptly persuades" and "official proceeding" in § 1512(b)...

The Transactional scheme of PHH/Ocwen/USB/Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass Through Certificates, Series 2007-RP1 is akin to the Ponzi Scheme of Enron Corporation and Bernie Madoff.

*Sec. Investor Prot. Corp. v. Bernard L. Madoff Inv. Sec. LLC, Adv. P. No. 08-01789 (SMB) (Bankr. S.D.N.Y. Nov. 21, 2016)* The facts underlying the infamous Ponzi scheme perpetrated by Bernard L. Madoff are well-known and have been recounted in many reported decisions. See, e.g., *Picard v. Ida Fishman Revocable Trust* (In re

BLMIS), 773 F.3d 411, 414-15 (2d Cir. 2014), cert. denied, 135 S. Ct. 2859 (2015); *Picard v. JPMorgan Chase & Co.* (In re BLMIS), 721 F.3d 54, 58-59 (2d Cir. 2013), cert. denied, 134 S. Ct. 2895 (2014); *SIPC v. BLMIS* (In re BLMIS), 424 B.R. 122, 125-32 (Bankr. S.D.N.Y. 2010), aff'd, 654 F.3d 229 (2d Cir. 2011), cert. denied, 133 S. Ct. 25 (2012). Prior to his arrest in December 2008, Madoff perpetrated the largest Ponzi scheme ever discovered through the investment advisory side of BLMIS. He did not engage in any securities transactions on behalf of his customers, and sent them bogus customer statements and trade confirmations showing fictitious trading activity and profits.

### Request For Exhibits To Be Treated As Evidence

Petitioner requests that this Honorable Court accepts as evidence in according to Federal Rules of Evidence 204, 401, 402, 404(b)(2), 405(b), 406, 407, 347 502(b), 503(d)(1), (3),(4), 801(e)(1), (2), 803(5), (6), (7), (8), (10), (14), (15), (16), (17), (22), 806, 901(a), (b),(2), (4), (6)(B), (7), (8), 902(2), (4), (5), (6), (7), (8), (9), (10), (11), 349 1001(a), (b), (d), (e), 1002, and 1006.

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There is no reason for this case to have been dragged on for so long when the preponderance of evidence is clear as the documents the Respondents are using are **ALL fraud on their face**. Not one document from the Respondents can stand since no legally valid note has been provided, they produced forged deeds (Appendix A, C) and the very first fraudulent transfer to a company that was not in existence at the purported time of transfer (Appendix D, E). These three facts alone support the claims made by the Petitioner and warrants adjudication in her favor and for the Court to take the necessary steps to **admonish the Respondents to deter them from future illegal behavior**.

**There is no law that states it is legal to use a forged deed to foreclose on a property.**

**The law states** in Texas Penal Code 32 states that using a forged deed is illegal. Therefore, all Respondents are co-conspirators to defraud Petitioner of her property. Judge Means has failed in his duty in adjudicating the legality of using forged documents and falsified business records.

**There is no law that states an owner of a home can be foreclosed on twice for the same property.**

PHH, Ocwen, USB, Unregistered/Unlawful Trust, filed for foreclosure in years later when MSNI purportedly foreclosed on April 1, 2014. According to the evidence both foreclosures are illegal and did not comply with the law.

**The law states** according to Texas Property Code § 51.003 that a deficiency judgment has to be requested within two years of the foreclosure sales date. The last date PHH/Ocwen/USB/Unregistered Trust could have filed for a deficiency judgment was March 31, 2016. The, statute of limitation had run. Yet Judge Means ignored this law, did not adjudicate the preponderance of evidence supporting the claim.

**There is no law that states falsified business records can be used to collect on a debt.**

Rather Texas Business & Commerce Code § 3.404 and UCC 3.404 confirms MSNI, PHH Mortgage Corporation, the Residential Asset Mortgage Products, Inc. Mortgage Asset-Backed Pass Through Certificates, Series 2007-RP1 and USB are **Imposter Payees.**

**The law states in UCC § 3.404**

Sec. 3.404. IMPOSTORS; FICTITIOUS PAYEES. (a) If an impostor, by use of the mails or otherwise, induces the issuer of an instrument to issue the instrument to the impostor, or to a person acting in concert with the impostor, by impersonating the payee of the instrument or a person authorized to act for the payee, an indorsement of the instrument by any person in the name of the payee is effective as the indorsement of the payee in favor of a person who, in good faith, pays the instrument or takes it for value or for collection.

**The law states** Texas Business & Commerce Code § 27 states that.

Sec. 27.01. FRAUD IN REAL ESTATE AND STOCK TRANSACTIONS.

(a) Fraud in a transaction involving real estate or stock in a corporation or joint stock company consists of a 1) false representation of a past or existing material fact, when the false representation is (A) made to a person for the purpose of inducing that person to enter into a contract; and (B) relied on by that person in entering into that contract; or (2) false promise to do an act, when the false promise is (A) material; (B) made with the intention of not fulfilling it; (C) made to a person for the purpose of inducing that person to enter into a contract; and (D) relied on by that person in entering into that contract.

(b) A person who makes a false representation or false promise commits the fraud described in Subsection (a) of this section and is liable to the person defrauded for actual damages.

(c) A person who makes a false representation or false promise with actual awareness of the falsity thereof commits the fraud described in Subsection (a) of this section and is liable to the person defrauded for exemplary damages. Actual awareness may be inferred where objective manifestations indicate that a person acted with actual awareness.

(d) A person who (1) has actual awareness of the falsity of a representation or promise made by another person and (2) fails to disclose the falsity of the representation or promise to the person defrauded, and (3) benefits from the false representation or promise commits the fraud described in Subsection (a) of this section and is liable to the person defrauded for exemplary damages. Actual awareness may be inferred where objective manifestations indicate that a person acted with actual awareness.

(e) Any person who violates the provisions of this section shall be liable to the person defrauded for reasonable and necessary attorney's fees, expert witness fees, costs for copies of depositions, and costs of court.

These are just some of the major failures in the duty of the Judge Means in adjudicating this case.

According to *Hazel-Atlas Glass Co. v Hartford-Empire Co.*, 322 U.S. 238 (1944)

Tampering with the administration of justice in the manner indisputably shown here involved far more than an injury to a single litigant. **It is a wrong against the institutions set up to protect and**

safeguard the public, institutions in which fraud cannot complacently be tolerated consistently with the good order of society. The public welfare demands that the agencies of public justice be not so impotent that they must always be mute and helpless victims of deception and fraud.

Coveting, Theft, and Bearing False Witness are all against codes of ethics, and the law from the original 10 commandments to the present-day law. Those who have the ability to make right that which is wrong are also culpable if they choose to do nothing.

United States Citizens will ask:

- 1) Why are Judges failing to adjudicate documents submitted by the Respondents' which proves the who, what, and when required for fraud.
- 2) Why are Judges knowingly allowing companies to use forged documents to wrongfully foreclose on homes.
- 3) Why are Judges ignoring evidence that the purported Trust that owns the Petitioner's loan is Unregistered with the SEC EDGAR system which makes it unlawful. It also means the businesses are not paying taxes which means money for government retirement plans, roads, schools, is not being collected by the government.
- 4) Why are Judges failing in their duty to follow the Rules of Evidence in a Court of Law? These are simple facts supported by evidence proves the Respondents and the Judges are violating the law.

### Conclusion

The Court is requested to address these issues or at minimum remand to the 153<sup>rd</sup> JDC for further deliberations based on the fact 153<sup>rd</sup> JDC found genuine issues of material fact to proceed to trial and was making decisions in line with evidence and law. Wherefore, this Honorable Court should grant this Petition for Rehearing, Grant the Writ of Certiorari and consider these issues on the upholding the principals on adjudicating cases based upon evidence and law.

Respectfully Submitted November 30, 2023.

/s/Jackie Gaff  
Pro Se Petitioner  
2623 Gooch Street  
Dallas, TX 75241  
225-828-1670

A handwritten signature in black ink, appearing to read 'Jackie Gaff', written over a horizontal line.

CHART 1 – Second Lien Broken Chain of Title According To:		
K. Jones/MSNI	County Records	Plaintiff's Servicers
<p><b>May 2002</b> Documents Forged Have No Note provided 2013-2023 Documents Void Ab Initio</p> <p><b>June 2002</b> Assignment Sebring to Chase/Residential Funding Corporation (RFC) (RFC began 2006/fraud) Break in Chain of Title</p> <p><b>June 2013</b> Chase to USMR V  <ul style="list-style-type: none"> <li>Change Notice NOT provided to Plaintiff</li> <li>No link to Montauk Financial</li> </ul> <ul style="list-style-type: none"> <li>No link to Asset Acquisition Management assignment 11/5/2009</li> </ul> Break in Chain of Title</p> <p><b>November 2013</b> USMR to MSNI  <ul style="list-style-type: none"> <li>Change Notice NOT provided to Plaintiff <ul style="list-style-type: none"> <li>Document dates inconsistent</li> </ul> </li> </ul> Break in Chain of Title</p>	<p><b>May 2002</b> Documents Forged Have No Note provided 2013-2023 Documents Void Ab Initio</p> <p><b>June 2002</b> Sebring to Montauk Cloud on Title</p> <p><b>June 2002</b> Sebring to Chase/ Residential Funding Corp. (RFC began 2006/fraud) Break in Chain of Title  <ul style="list-style-type: none"> <li>Two assignments, on same day</li> </ul> Cloud on Title</p> <p><b>November 2009</b> Bank of NY Mellon to Asset Acq. Mgmt.  <ul style="list-style-type: none"> <li>Change Notice provided Wingspan was Servicer</li> </ul> Break in Chain of Title</p> <p><b>June 2013</b> Chase to USMR  <ul style="list-style-type: none"> <li>No notice of change provided to Plaintiff</li> <li>Chase no longer had authority to assign title</li> </ul> Cloud on Title</p> <p><b>November 2013</b> USMR V to MSNI  <ul style="list-style-type: none"> <li>Change Notice NOT provided to Plaintiff</li> <li>Chase already assigned to Asset Acquisition in 2009</li> </ul> </p>	<p><b>May 2002</b> Documents Forged Have No Note provided 2013-2023 Documents Void Ab Initio</p> <p><b>July 2002</b> Sebring to Ally/Homecomings</p> <p><b>December 2007</b>  <ul style="list-style-type: none"> <li>Ally/Homecomings wrapped 2<sup>nd</sup> &amp; 1<sup>st</sup> lien payments</li> </ul> </p> <p><b>November 2009</b> Bank of NY Mellon to Asset Acq. Mgmt.  <ul style="list-style-type: none"> <li>Change Notice provided Wingspan was Servicer</li> <li>Payment log confirms 2<sup>nd</sup> lien added to 1<sup>st</sup> lien on 12/01/2007 Plaintiff made new payments</li> <li>Wingspan confirms with Ally/GMAC 2 payments were combined April 2010</li> </ul> </p>
<p>***MSNI has not provided a Note from 2013 to 2013 in violation of Tex. Bus. &amp; Com. § 3.404 and Tex. Bus. &amp; Com. Code § §27. 3.305(a)(1)(B), 3.401(a)(1), 3.301, 3.201(a), 3.204 (a), 3.407, 3.302(1), and 3.602 (a), (e), Tex. Admin. Code, § 79, Tex. Fin. Code §158.055(b) or (c), Tex. Civ. Prac. &amp; Rem. § 33.001, 33.002; Tex. Fin. Code §§. 158.051, 158.055, 392.304; Tex. Prop. Code § 51.002, 12 USC. 2605(b)(2)(A), 2605(c) Written Notice both the former and the new servicer must notify the borrower in writing of the transfer.</p>		

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CHART 2 – First Lien Broken Chain of Title	
Assignments	Indorsements (Superior) Allonges (Secondary)
Deed/Note Forged Have No Legal Indorsements (Void Ab Initio)	Deed/Note Forged Have No Legal Indorsements (Void Ab Initio)
Assignments should mirror Indorsements and Allonges (They Do Not)	Indorsements should mirror Allonges (They Do Not)
The documents provided are wholly fraudulent upon their face.	Sebring to Residential Funding Corp. Fraud on its face RFC company not formed till 2006
Sebring to Residential Funding Corp. Fraud on its face RFC not formed till 2006	Residential Funding Corp to Chase as Trustee No Date, No Affidavit. These are the only two indorsements upon the note itself
2012 assignment Bank of New York Mellon is successor trustee to Chase. No Trust Identified-Therefore, No Trust Owns Loan and Trustees cannot own loan. No Standing	<b>Broken Chain of Title</b>
<b>Broken Chain of Title</b>	Allonges should mirror Indorsements (They Do Not)
BOA issued an Allonge in Blank while Chase was the Trustee and no Trust is Listed Therefore, No Trust Own Loan and Trustees cannot own loan. No Standing Established	RFC to RFC with an indorsement stamp to LaSalle Bank. No Date, No Affidavit
<b>Broken Chain of Title</b>	LaSalle merged into Bank of America Allonge in Blank No Date, No Affidavit
2016 deed assignment attempts to fix the biggest problems, but created an ever-larger problem. Chase as trustee executes the 2016 assignment. However, the 2012 assignment proves Chase was not the trustee after 2012, let alone 2016 therefore, Chase has no authority/standing to do anything.	The Indorsements override any Allonge and do not tell the same story in the Chain of Title (Absolute Nullity)
<b>Broken Chain of Title</b>	There is no indorsement or Allonge in blank from Bank of America to anyone.
Contractual evidence establishes the Bank of New York Mellon did not become the successor trustee until February 15, 2013, some 9 months after 2012 assignment was executed.	<b>Broken Chain of Title</b>
<b>Broken Chain of Title</b>	No document identifies the REMIC trust that allegedly owns the note. Who owns the Note? Servicer or Trustee cannot own note. Standing does not exist. Identity of the owner of the note is unknown therefore to whom does Plaintiff have a legal obligation to pay?
The note endorsed to Chase as trustee for an unknown and unknowable trust and Both deed assignments being fraud upon their face are NULL and VOID. <b>Broken Chain of Title</b>	<b>Broken Chain of Title</b>
***PHH/USB/ "Unlawful/Nonexistent" Trust has not submitted the Note mailed to Plaintiff November 2019 with Judy Faber a known "robo-signer" stamp. The instruments are void due to forgery and violates Tex. Bus. & Com. § Code 3.404, Tex. Bus. & Com. Code § 27, 3.305(a)(1)(B), 3.401(a)(1), 3.301, 3.201(a), 3.204 (a), 3.407, 3.302(1), 3.404, and 3.602 (a), (c), Tex. Admin. Code, § 79, Tex. Fin. Code §158.055(b) or (c), Tex. Civ. Prac. & Rem. § 33.001, 33.002; Tex. Fin. Code §§. 158.051, 158.055, 392.304; Tex. Prop. Code § 51.002, 12 USC. 2605(b)(2)(A), 2605(c) Written Notice both the former and the new servicer must notify the borrower in writing of the transfer.	

**Exhibit List**

Petitioner requests that this Honorable Court accepts as evidence in according to Federal Rules of Evidence 204, 401, 402, 404(b)(2), 405(b), 406, 407, 347 502(b), 503(d)(1), (3),(4), 801(e)(1), (2), 803(5), (6), (7), (8), (10), (14), (15), (16), (17), (22), 806, 901(a), (b),(2), (4), (6)(B), (7), (8), 902(2), (4), (5), (6), (7), (8), (9), (10), (11), 349 1001(a), (b), (d), (e), 1002, and 1006

<b>Exhibit</b>	<b>Description</b>	<b>ROA</b>
1.	<b>January 22, 2009</b> - Federal Trade Commission Homecomings Financial, LLC investigation.	836-838
2.	<b>April 13, 2011</b> – Consent Order - United States Before the Board of Governors of the Federal Reserve System, Federal Deposit Insurance Corporation in the Matter of Ally Financial, Inc., Ally Bank, Residential Capital, LLC, and GMAC Mortgage, LLC.	839-880
3.	<b>February 9, 2012</b> - United States and all 50 States vs BOA, Chase, Ally, GMAC, et al Settlement announcement	881-885
4.	<b>January 17, 2013</b> - CFPB Rules Establish Protections for Homeowners Facing Foreclosure to take affect January 2014.	886-891
5.	<b>December 19, 2013</b> – Press Release CFPB, State Authorities Order Ocwen to Provide \$2 Billion in Relief to Homeowners for Servicing Wrongs	892-898
6.	<b>April 24, 2015</b> – Plaintiff Receives \$400 from the Independent Foreclosure Review settlement regarding GMAC Mortgage, LLC entered into an agreement with the Board of Governors of the Federal Reserve System. This agreement resolved the Independent Foreclosure Review required by the Board of Governors.	899-905
7.	<b>April 20, 2017</b> – Law Suit Consumer Financial Protection Bureau vs Ocwen Financial Corporation, Ocwen Mortgage Servicing, Inc., and Ocwen Loan Servicing, LLC.	906-999
8.	<b>April 20, 2017</b> – Cease-and-Desist order issued by The State of Texas Department of Savings & Mortgage Lending to Ocwen Loan Servicing, LLC	1000-1008
9.	<b>May 10, 2018</b> – Consent Judgement – the State of Alabama, Texas, et al vs PHH Mortgage Corporation	1009-1019
10.	Wingspan Documents	1020-1030
11.	Payment Log Homecomings <sup>5</sup>	1031-1051
12.	Payment Log mailed by Dykema to Plaintiff	1052-1061
13.	Payment Log mailed by PHH to Plaintiff	1062-1082
14.	Docket Sheet State and Docket Sheet Federal 4:20-cv-00644-Y	1083-1102

<sup>5</sup> See Plaintiff's Affidavit for this Amended Complaint

<b>Exhibit</b>	<b>Description</b>	<b>ROA</b>
15.	Grand Prairie Code Enforcement Notice	1103-1104
16.	Main Street Defendants SOS Filings	1105-1120
17.	July 1, 2002 Transfer letter Sebring to Homecomings	1121-1123
18.	February 7, 2013 Transfer notice GMAC to Ocwen	1124-1125
19.	Email Josh Cantu of GMAC <sup>6</sup>	1126-1128
20.	Email David Vela <sup>7</sup>	1129-1133
21.	April 28, 2014 MSNI Letter after foreclosure <sup>8</sup>	1134-1151
22.	April 2016 Ocwen Lis Pendens	1152-1154
23.	Cover Letter Dykema Response to Qualified Written Request	1155-1161
24.	Deposition Judy Fabre <sup>9</sup>	1162-1217
25.	Letters to Attorney Documents are Fraudulent	1218-1237
26.	Social Security Card	1238-1239
27.	Chase No Record of Loan	1240-1243
28.	MSNI December 2013 Letter	1244-1246
29.	MSAS June 23, 2016 letter	1247-1250
30.	MSNI Did not file required Bond	1251-1256
31.	NMLS Does not list Required License in Texas to service loans	1257-1266
32.	Tax Assessed Value 2014	1267-1268
33.	Computer Screen print Ms. Harwell	1269
34.	Transfer of Lien to Asset Acquisition 11/5/2009 <sup>10</sup>	1270-1273
35.	February 11, 2021 Amended Petition	1274-1433
36.	Happe Defendants Doc 75 Exhibits	1434-1462

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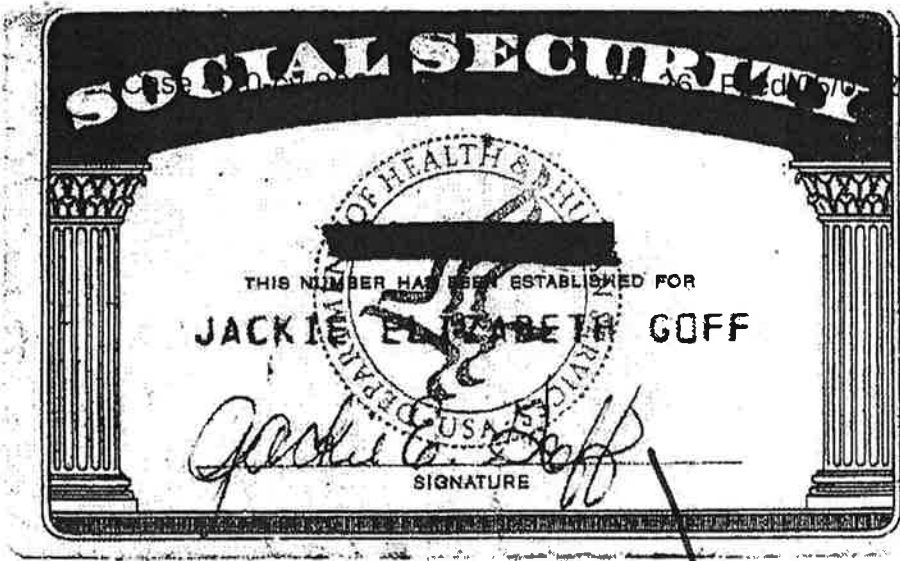
<sup>6</sup> Ibid

<sup>7</sup> Ibid

<sup>8</sup> Ibid

<sup>9</sup> Ibid

<sup>10</sup> Ibid



Appendix C - Page 5

compare  
signature

Appendix C - Page 6

After Recording Return To:

Sebring Capital Partners, Limited Partnership  
4000 International Pkwy, #3000  
Carrollton, Texas 75007

[Space Above This Line For Recording Data]

Loan Number 7425

## DEED OF TRUST

### DEFINITIONS

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 **MAY 31, 2002**, together with all Riders to this document.
- (B) "Borrower" is **JACKIE GOFF, A SINGLE PERSON**. Borrower is the grantor under this Security Instrument.
- (C) "Lender" is **SEBRING CAPITAL PARTNERS, LIMITED PARTNERSHIP**. Lender is a **CORPORATION** organized and existing under the laws of **THE STATE OF DELAWARE**. Lender's address is **4000 INTERNATIONAL PKWY, #3000, CARROLLTON, TEXAS 75007**. Lender is the beneficiary under this Security Instrument.
- (D) "Trustee" is **DON W. LEDBETTER**. Trustee's address is **17130 DALLAS PARKWAY, #115, DALLAS, TEXAS 75248**.
- (E) "Note" means the promissory note signed by Borrower and dated **MAY 31, 2002**. The Note states that Borrower owes Lender **ONE HUNDRED TWENTY-THREE THOUSAND ONE HUNDRED THIRTY-THREE AND 55/100ths Dollars (U.S.\$123,133.55)** plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than **JUNE 1, 2032**.
- (F) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "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.
- (H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

☒ Adjustable Rate Rider

☐ Condominium Rider

☐ Second Home Rider

☐ Balloon Rider

☐ Planned Unit Development Rider

☒ Floor Rate Rider

☐ 1-4 Family Rider

☐ Biweekly Payment Rider

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. § 2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

#### TRANSFER OF RIGHTS IN THE PROPERTY

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of TARRANT:

[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]

BEING LOT 15, BLOCK B, CIMMARON ESTATES, PHASE ONE, AN ADDITION TO THE CITY OF GRAND PRAIRIE, TARRANT COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN CABINET A, SLIDE 5212, PLAT RECORDS OF TARRANT COUNTY, TEXAS

which currently has the address of 3557 CANYON ROAD

[Street]

GRAND PRAIRIE, Texas 75052 ("Property Address"):

[City]

[Zip Code]

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

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

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

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

**1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.


Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

**2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

**3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless

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**13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

**14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

**18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

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.



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

→  (Seal)  
JACKIE GOFF -Borrower

.....(Seal)  
.....-Borrower

.....(Seal)  
.....-Borrower

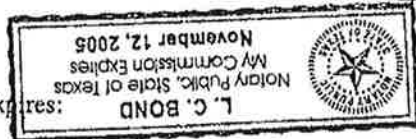
.....(Seal)  
.....-Borrower

[Space Below This Line For Acknowledgment]

State of TEXAS )  
County of )

This instrument was acknowledged before me on MAY 31, 2002 by JACKIE GOFF, A SINGLE PERSON.  
(Seal)

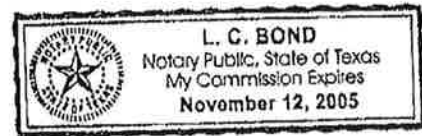
My commission expires:



Notary Public, State of TEXAS  
Notary's typed or printed name:

TEXAS--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT

Form 3044 1/01 (page 12 of 12 pages)



Loan Number 7425

## ADJUSTABLE RATE RIDER

(LIBOR Index - Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 31ST day of MAY, 2002, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Deed to Secure Debt (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure the Borrower's Note to **SEBRING CAPITAL PARTNERS, LIMITED PARTNERSHIP** (the "Lender") of the same date and covering the property described in the Security Instrument and located at:

3557 CANYON ROAD, GRAND PRAIRIE, TEXAS 75052

[Property Address]

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

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

**A. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

The Note provides for an initial interest rate of 8.875%. The Note provides for changes in the interest rate and the monthly payments, as follows:

**4. INTEREST RATE AND MONTHLY PAYMENT CHANGES**

**(A) Change Dates**

The interest rate I will pay may change on the first day of JUNE, 2004, and on that day every sixth month thereafter. Each date on which my interest rate could change is called a "Change Date."

**(B) The Index**

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six-month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

**(C) Calculation of Changes**

Before each Change Date, the Note Holder will calculate my new interest rate by adding **EIGHT** percentage points (8.000%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the maturity date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

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**(D) Limits on Interest Rate Changes**

The interest rate I am required to pay at the first Change Date will not be greater than 10.375% or less than 8.875%. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than ONE AND ONE-HALF percentage point(s) (1.500%) from the rate of interest I have been paying for the preceding six months. My interest rate will never be greater than 15.875%.

**(E) Effective Date of Changes**

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

**(F) Notice of Changes**

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

**B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER**

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

**Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if a 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. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender may also require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, 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.

# ASSIGNMENT OF DEED OF TRUST OR MORTGAGE

State Of: TX  
County Of: Tarrant

Loan Number: 317425

42-439

7747387  
4612

Know all men by these presents, that Sebring Capital Partners, Limited Partnership assignor or grantor, 4000 International Parkway - Suite 3000 Carrollton, Texas 75007, a limited partnership existing under the laws of the State of Delaware, for valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, assign and transfer to granted or assignee: JPMorgan Chase Bank as Trustee, c/o Residential Funding Corporation, 2255 North Ontario, Suite 400, Burbank, CA 91504-3190

company  
not created  
11/2006

that certain promissory Note and Deed of Trust or Mortgage described as follows:

Note and Deed of Trust or Mortgage dated: May 31, 2002  
Amount: \$123,133.55  
Executed by: JACKIE GOFF, A SINGLE PERSON.  
Clerks File or Instrument No: D 202155541  
Recorded Date: 06-06-02  
Book and/or Vol. and Page: 15729.0191-001  
County and State: Tarrant, TX  
Address: 3557 Canyon Road, Grand Prairie, TX 75052

Describing Land therein as follows: "SEE ATTACHED EXHIBIT A"

Together with the note therein described or referred to, the money due to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust or Mortgage.

Dated: June 04, 2002

Name: Selena Oliver, Vice President

Prepared by: Rodney Gaines

Sebring Capital Partners, Limited Partnership  
4000 International Parkway - Suite 3000  
Carrollton, Texas 75007  
(800)716-6220

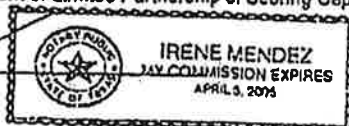


TRUE AND CORRECT COPY OF  
ORIGINAL RECORD FILED IN  
TARRANT COUNTY, TEXAS  
MARY LOUISE NICHOLSON, COUNTY CLERK

{ State of TEXAS }  
{ County of DENTON }

On this June 04, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Selena Oliver, Vice President, of NealMikeLance Corporation, Managing General Partner of Sebring Capital Partners, Limited Partnership personally known to me or proved to me on the basis of satisfactory evidence, (s)he executed the within instrument and acknowledged to me that (s)he on behalf of NealMikeLance Corporation; on behalf of Sebring Capital Partners, Limited Partnership executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors of NealMikeLance Corporation and pursuant to the Agreement of Limited Partnership of Sebring Capital Partners, Limited Partnership. Witness my hand and official seal.

Notary Public



Alter Recording Return To:

PEELE MANAGEMENT CORPORATION  
ASSIGNMENT JOB #90822  
P.O BOX 30014  
RENO, NV. 89520-3014  
(775) 827-9600

18

61

TRUE AND CORRECT COPY OF  
ORIGINAL RECORD FILED IN  
TARRANT COUNTY, TEXAS  
MARY LOUISE HICHOLOSON, COUNTY CLERK



18. ...  
matters have to be word of  
property or home.



7747387

4612



A True and Correct Copy of Original Record Filed in Tarrant County, TEXAS

Verify Key: hjt11g9

Tarrant County Clerk

Page 14 of 33

Page D 2293

## ASSIGNMENT OF DEED OF TRUST OR MORTGAGE

42-439

State Of: TX  
County Of: Tarrant

Loan Number: 2317425

7764491  
4-626

Know all men by these presents, that Sebring Capital Partners, Limited Partnership, assignor or grantor, 4000 International Parkway - Suite 3000 Carrollton, Texas 75007, a limited partnership existing under the laws of the State of Delaware, for value/consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, assign and transfer to grantee or assignee:

JPMorgan Chase Bank as Trustee, c/o Residential Funding Corporation, 2255 North Ontario, Suite 400, Burbank, CA 91504-3190



that certain promissory Note and Deed of Trust or Mortgage described as follows:

Note and Deed of Trust or Mortgage dated:	May 31, 2002
Amount:	\$21,729.45
Executed by:	JACKIE GOFF, A SINGLE PERSON,
Clarks File or Instrument No:	262155544
Recorded Date:	6/06/02
Book and/or Vol. and Page:	15729.0194
County and State:	Tarrant, TX
Address:	3557 Canyon Road, Grand Prairie, TX 75052
Describing Land therein as follows:	* SEE ATTACHED EXHIBIT A*

Together with the note therein described or referred to, the money due to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust or Mortgage.

Dated: June 04, 2002

Name: Selena Oliver, Vice President

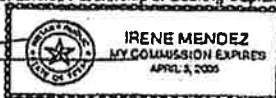
Prepared by: Rodney Gaines

Sebring Capital Partners, Limited Partnership  
4000 International Parkway - Suite 3000  
Carrollton, Texas 75007  
(800)716-6220

{ State of TEXAS }  
County of DENTON

On this June 04, 2002, before me, the undersigned, a Notary Public in and for said State, personally appeared Selena Oliver, Vice President, of NealMikoLance Corporation, Managing General Partner of Sebring Capital Partners, Limited Partnership personally known to me or proved to me on the basis of satisfactory evidence, (s)he executed the within Instrument and acknowledged to me that (s)he on behalf of NealMikoLance Corporation; on behalf of Sebring Capital Partners, Limited Partnership executed the within Instrument pursuant to its by-laws or a resolution of its Board of Directors of NealMikoLance Corporation and pursuant to the Agreement of Limited Partnership of Sebring Capital Partners, Limited Partnership. Witness my hand and official seal.

Notary Public



After Recording Return To:

PEELLE MANAGEMENT CORPORATION  
ASSIGNMENT JOB #90822  
P.O. BOX 30014  
RENO, NV. 89520-3014  
(775) 827-8600

Company  
not formed  
until 2006

every  
subsequent  
transfer  
is void

104



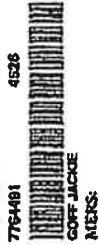
A True and Correct Copy of Original Record Filed in Tarrant County, TEXAS

Tarrant County Clerk

Case 4:19-cv-00644-M Document 98 Filed 05/25/21 Page 15 of 33 PageID 2294  
Verify Key: hftgg

*Handwritten signature*

26



*MERS has  
no record of  
property*

110

**State Of Delaware**

Entity Details

36.

6/11/2021 11:51:58AM

File Number: 0059477

Incorporation Date / Formation Date: 4/16/1985

Entity Name: RESIDENTIAL FUNDING COMPANY, LLC

Entity Kind: Limited Liability Company

Entity Type: General

Residency: Domestic

State: DELAWARE

Status: Cease Good Standing

Status Date: 6/1/2021

**Registered Agent Information**

Name: CORPORATION SERVICE COMPANY

Address: 251 LITTLE FALLS DRIVE

City: WILMINGTON

Country:

State: DE

Postal Code: 19808

Phone: 302-636-5401

**Tax Information**

Last Annual Report Filed: 2005

Tax Due: \$ 471.98

Annual Tax Assessment: \$300

Total Authorized Shares: 1000

**Filing History (Last 5 Filings)**

Seq	Description	No of Pages	Filing Date mm/dd/yyyy	Filing Time	Effective Date mm/dd/yyyy
1	Formation RESIDENTIAL FUNDING CORPORATION	1	10/6/2006	9:17 AM	10/6/2006
2	Conversion RESIDENTIAL FUNDING CORPORATION	2	10/6/2006	9:17 AM	10/6/2006
3	Amendment	2	6/25/2004	10:16 AM	6/25/2004
4	Amendment RFC ACQUISITION CORPORATION	2	5/28/1985	10:01 AM	5/28/1985
5	Stock Corporation	3	4/16/1985	10:00 AM	4/16/1985

Company not in existence in 2002

113

21-11079.1755



**MERS®  
ServicerID**

38.

**MERS® ServicerID****Search For Servicer Information**

- ☐ Search by MIN Search by a MERS® System Mortgage Identification Number.
- ☒ Search by Property Address/Borrower Details Search by property address and borrower information.
- ☐ Search by Property Address Only
- ☒ Search by Borrower Name and Property Address
- ☒ Search by Individual Borrower and Property Address



No MINs can be located that match the search criteria entered. Verify the search criteria and resubmit. If you need assistance to make sure your search criteria are valid, use the link to see Help.

Your entries may be either upper or lower case.

Fields marked \* are required.

**Borrower****First Name\***

Jackie

**Last Name\***

Goff

**Property Address**

Enter the Street without a direction or designator. For example, "E. Main St." should be entered as "Main"

**Street Number**

3557

**Street\***

Canyon

**Unit****City**

Grand prairie

**State**

TX

**Zip Code\***

75052

Select Expanded Street Search to match on similar street names.

☐ Expanded Street Search

121

56.

Pursuant to Rules 8(a) and 12(b)(6) of the Federal Rules of Civil Procedure, defendant Bank of America, N.A. ("BANA") respectfully moves to dismiss plaintiff Jackie Gaff's ("Plaintiff") *Amended Complaint* ("Third Amended Complaint") [ECF 84] as it relates to BANA. In support, BANA respectfully shows the Court as follows:

### I. SUMMARY OF ARGUMENT

1. Plaintiff's Third Amended Complaint is her latest attempt in this lawsuit to articulate a viable claim, and once again, she fails.<sup>1</sup> While the Third Amended Complaint is certainly shorter than her prior attempts, it still fails to assert a short, plain statement of the claims and facts asserted, consisting of 25 pages, 87 paragraphs, 14 purported causes of action, and almost 630 pages of exhibits. [ECF 84, 84-1.] As with her prior iterations, Plaintiff merely lumps BANA in with the other defendants, failing to articulate what conduct of BANA is at issue or how such conduct damaged Plaintiff.

2. The Third Amended Complaint fails to articulate that BANA had any involvement with the subject property, loans, or even Plaintiff. The only mention in any of the land records linking BANA to the property, Plaintiff, or the loans, is reference to BANA on Assignments from 2012 and 2016, wherein BANA is listed as successor by merger to LaSalle Bank National Association. These Assignments did not transfer any interest to BANA, and BANA was never the trustee, the assignee, the holder, the investor, or the servicer of the loans at issue.

3. Plaintiff utterly fails to allege (nor can she) that BANA had any direct role with the loans or property at issue, let alone that BANA's conduct was improper and caused Plaintiff's alleged damages. Moreover, even if Plaintiff had or could assert allegations against

<sup>1</sup> BANA notes that this is not the first time Plaintiff has asserted these claims. Specifically, on November 9, 2015, Plaintiff filed a lawsuit in Tarrant County (Case No. 153-281708-15) against MSNI Advantage, LP. That case was ultimately dismissed for want of prosecution.



58.

U.S. Securities and Exchange Commission

## EDGAR Search Results

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EDGAR System

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Companies with names matching "RESIDENTIAL ASSET MORTGAGE PRODUCT"  
Click on [GJK](#) to view company filings

Items 1 - 5

GJK	Company	State/Country
0001145491	RESIDENTIAL ASSET MORTGAGE PRODUCTS GMACM MOR PT CE SE 01 J3	IN
0001283654	RESIDENTIAL ASSET MORTGAGE PRODUCTS GMACM TRUST 2004-J1 SIC: 6189 - ASSET-BACKED SECURITIES	IN
0001099391	RESIDENTIAL ASSET MORTGAGE PRODUCTS INC SIC: 6189 - ASSET-BACKED SECURITIES	IN
0001284900	RESIDENTIAL ASSET MORTGAGE PRODUCTS INC TRUST 2000-HLTV1 SIC: 6189 - ASSET-BACKED SECURITIES	IN
0001284803	RESIDENTIAL ASSET MORTGAGE PRODUCTS RAMP TRUST 2004-RS3 SIC: 6189 - ASSET-BACKED SECURITIES	IN

<https://www.sec.gov/cgi-bin/browse-edgar>

Home | Search the Next-Generation EDGAR System | Previous Page

Modified: 07/16/2014

28

21-11079.1763

59.



### Company and Person Lookup ⓘ

RAMP 2007RP2

SEARCH

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*Drumham 1, 2023*  
**SERVICE**

I hereby certify that on ~~November~~ 30, 2023, the undersigned sent a true and correct copy of the Writ for Cantoria by US Mail, postage prepaid to the following:

Christopher Ferguson  
Jack O'Boyle & Associates  
12300 Ford Road  
Dallas, TX 75234  
P: 972.247.0653 | F: 972.247.0642  
Direct: 972-247-0653  
Email: Chris@jackoboyle.com  
Attorney For Defendants MSNI Advantage,  
LP, • Karissa "Krissie" Happe Jones, • Tyler  
Happe, • Ronald Happe, • Main Street Asset  
Solutions, Inc. • Main Street Associates.

Christopher D. Kratovil, Esq.  
Adam Ross Nunnallee  
Dykema Gossett, P.L.L.C.  
1717 Main Street Suite 4200  
Comerica Bank Tower  
Dallas, TX 75201  
Direct: 214-462-6458  
Email: ckratovil@dykema.com  
Attorney for PHH Mortgage Corporation, •  
PHH Corporation, • Ocwen Loan Servicing,  
LLC, • Ocwen Financial Corporation, • U.S.  
Bank National Association, • JPMorgan  
Chase Bank, NA

Ethan Ostroff, Virginia Flynn  
Troutman Pepper Hamilton Sanders, L.L.P.  
Suite 2000  
222 Central Park Avenue  
Virginia Beach, VA 23462  
Direct: 757-687-7541  
Email: ethan.ostroff@troutman.com  
Attorney for Ally Financial, Inc.

Matthew Durham  
McGuireWoods, L.L.P.  
Suite 1400  
2000 McKinney Avenue  
Dallas, TX 75201  
Direct: 214-932-6488  
Email: mdurham@mcguirewoods.com  
Attorney for Bank of America, NA

***CERTIFICATE OF COMPLIANCE WITH TYPE-VOLUME- LIMIT***

1. This document complies with the type-volume limit of 40 pages Rule 33, 2-page limits for documents presented on 8 ½ by 11- inch paper with a word count is 2900.
2. This document complies with the typeface requirements of Rule 33 1(b) because this document has been prepared in a proportionally spaced typeface using Microsoft Word 2013 in 12pt Century with footnotes at 10pt Century.

Respectfully submitted November 30, 2023

*Drumham 1, 2023*  
  
Jackie Gaff Pro Se Petitioner