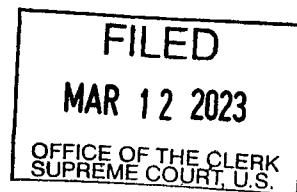


23 - 5870

CASE NUMBER
22 A 715 60



IN THE
SUPREME COURT OF THE UNITED STATES

GEORGE TOLBERT
PETITIONER

VS.

NATIONSTAR L.L.C.
d/b/a MISTER COOPER
RESPONDENT

ON PETITION FOR A WRIT OF CERTIORARI

FROM A DECISION FROM THE CIRCUIT COURT

DATED APRIL 21 2022

LAST COURT TO RULE

NAME OF THE LAST COURT TO RULE ON MERIT OF THE CASE

NORTHERN DISTRICT ILLINOIS

DATE OF DECISION: APRIL 17, 2023

PETITION FOR WRIT OF CERTIORARI
FROM THE CIRCUIT COURT DECISION

/S/ GEORGE TOLBERT
P.O. BOX 19050
CHICAGO ILLINOIS 60619
(312) 686-6024

GEORGE TOLBERT
P.O. BOX 19050
CHICAGO ILLINOIS 60619

VS.

NATIONSTAR L.L.C
dba MISTER COOPER
8950 CYPRESS WATERS BLVD
COPPELL TX 75019

FEDERAL QUESTION(S)

- 1 NATIONSTAR d/b/a MISTER COOPER FAIL TO MAKE DISCLOSURE AND COOPERATE IN DISCOVERY, UNDER RULE 37 AND SANCTIONS
2. NATIONSTAR dba MR. COOPER VIOLATE THE 120 DAY RULE BY NOT WAITING 120 PASS MISSED PAYMENT TO FILE FORECLOSURE : VIOLATION OF DODD-FRANK 120 DAY RULE
3. NATIONSTAR FAIL AS A SERVICER BY NOT ACCEPTING AND POSTING PAYMENTS TO ACCOUNT, RETURNING PAYMENTS THAT SHOULD HAVE BEEN POSTED: CONSUMER FINANCIAL PROTECTION BUREAU 1024.35
4. NATIONSTAR ILLEGALLY ENTERING TOLBERT RESIDENCE PRIOR TO FORECLOSURE VIOLATING THE 4TH, THE SEVENTH AMENDMENTS TO THE CONSTITUTION AND 14 735 ILCS 5/9-10 NO PERSON SHALL MAKE ENTRY INTO LAND OR TENEMENT EXCEPT IN CASE WHERE ENTRY IS ALLOWED BY LAW. NATIONSTAR DAMAGED ALL THREE ENTRY DOORS AND PUT A LOCK BOX ON DOOR.
5. JUDGE EDWARD KING VIOLATE THE CANNON 2A BY REFUSING TO SIGN PLAINTIFF TOLBERT SUBPOENA TO NATIONSTAR, MISTER COOPER, FREDDIE MAC AND EACH SERVICER. SEE CANON 2 A PROMOTE PUBLIC CONFIDENCE IN THE INTEGRITY AND IMPARTIALITY OF THE JUDICIARY
6. JUDGE LYNN WEAVER BOYLD MAKE THE CORRECT DECISION AFTER BEING PRESENTED WITH EVIDENCE THAT NATIONSTAR AND ITS PROPERTY PRESERVATION SERVICES WERE GUILTY OF RACKETEERING

BY ILLEGALLY CHARGING PLAINTIFF TOLBERT FOR EXCESSIVE AND UN-NECESSARY PROPERTY MANAGEMENT SERVICES; WHICH MAKES THE AMOUNT DUE AND OWING INCORRECT. THIS MISTAKE MAKE THE JUDGEMENT OF FORECLOSURE WRONGFUL

7. NATIONSTAR VIOLATED FEDERAL RULE 1024.36 REGULATION X; DID NOT RESPOND REQUEST FOR INFORMATION-NOTICE OF ERROR SUBPOENA, WRITTEN INTERROGATIVE, MOTION TO COMPEL, MOTION TO PRODUCE, DOCUMENT. REQUEST FOR CLOSING DOCUMENT

8. NATIONSTAR VIOLATED HUD REGULATION WHICH ONLY ALLOWS PROPERTY MANAGEMENT FOR VACATE AND ABANDON PROPERTY. THE ILLEGAL EXCESSIVE AND UNNECESSARY PROPERTY PRESERVATION ILLEGAL CHANGES MAKE THE AMOUNT DUE AND OWING INCORRECT: 735 ILCS 5/15-1506 AFFIDAVIT IN SUPPORT OF AMOUNT DUE AND OWING, FILED AT TIME OF FILING FORECLOSURE

9. FORECLOSURE TOOK PLACE WITH ERRORS ON THE AFFIDAVIT OF SERVICE: TWO DOCUMENT WERE FILE ONE FOR CASE NUMBER 08330 AND 17CH08089 ONE SAYING HAMP WAS OFFERED THE OTHER SAME IT WAS NOT. THIS PETITIONER REQUESTED H.A.M.P CONSIDERATION

10. NO MEDIATION AFFIDAVIT FILED WITH FORECLOSURE THE TIME OF FILING FORECLOSURE

11. NATIONSTAR VIOLATED CONSUMER FINANCIAL BUREAU RULE 1026. 10 DID NOT APPLY PAYMENT TO ACCOUNT: DID NOT CREDIT PAYMENT PROMPTLY

12. NATIONSTAR DID NOT SEND NOTICE OF DELINQUENCY AFTER 45 DAYS

13. DID NATIONSTAR VIOLATE SECTION 15-1603 BY REPEATEDLY SUBJECT PETITIONER TO APPLY FOR MODIFICATION, USING THE EXCUSE MODIFICATION MUST LOWER PRINCIPLE AND/OR INTEREST PAYMENT AND YIELD A LOWER PAYMENT: NOTE FREDDIE MAC HAD MORTGAGEE REQUEST THAT THE RULE THAT MODIFICATION MUST LOWER PRINCIPLE OF INTEREST PAYMENT, EACH SERVICE REFUSED TO WRITE LETTER OF REQUEST THAT THIS RULE BE WAIVER, SO TOLBERT COULD BE

MODIFIED AT THE TIME OF THIS REQUEST THE PETITIONERS INTEREST RATE WAS 2% AND MONTHLY MORTGAGE PAYMENT WAS \$199.00 A MONTH. ALSO VIOLATEING 15-1706 KNOWINGLY GIVING FALSE AND MISLEADING INFORMATION; UNDER THIS SAME RULE MISLEADING THIS MORTGAGEE, BY NOT STOPPING THE FORECLOSURE PROCESS: NOT ALLOWING PETITIONER TO SEEK OTHER MEANS

14. AT THE SAME TIME 15-1603 TRYING TO GET A FINDING OF ABANDONMENT AND 735 ILCS 5;1104 WRONGFUL INDUCEMENT OF ABANDONMENT

15. NATIONSTARE ATTEMPT TO HAVE THE RESIDENT DECLARE VACANT OR ABANDONED VIOLATING 735 ISCS CODE OF CIVIL PROCEDURE; NATIONSTAR ILLEGALLY ENTERED RESIDENCE LEAVING A NOTE IS SIDE THE PROPERTY SAYING IF THE PROPERTY IS NOT VACATE CALL THIS NUMBER: IN ILLINOIS MORTGAGE COMPANY CAN ONLY ENTER A RESIDENCE IF IT IS VACANT OR ABANDONED

16. ILLINOIS LAW ALLOWING MORTGAGE HOLDERS TO ENTER ABANDONED OR VACANT PROPERTY TO SECURE THEIR INVESTMENT. HUD REGULATION ONLY ALLOW ONCE A YEAR FOR WINTERIZATION. WERE THE PROPERTY PRESERVATION CHARGES A CORRECT CHARGE

17. NATIONSTAR VIOLATE TOLBERT'S CONSTITUTION RIGHT TO BE FREE FROM SEARCH AND SEIZURE WHEN MCS ENTERED RESIDENCE PRIOR TO FORECLOSURE. A CONFLICT OF LIEN THEORY

18. NATIONSTAR VIOLATE THE PETITIONERS CONSTITUTION RIGHT TO FEEL SAFE IN HIS OWN HOME. CONFLICT WITH LIEN THEORY

19. NATIONSTAR FOLLOW THE CODE OF CIVIL PROCEDURE 735 IL000000CS 5/1504, BY FILING PAYMENT HISTORY: WERE THE AFFIDAVITS CORRECT: WHEN IT COMES TO THE AMOUNT DUE AND OWING WITH THE SUBMITTING UNDER 735 ILCS 5/1506 WERE AFFIDAVITS SUBMITTED WITH THE COMPUTER PROGRAM FROM WHICH PAYMENTS WERE RECORDED, WERE THEY SUBMITTED AT THE TIME MOTION REQUESTED A JUDGMENT OF FORECLOSURE / OR DEFAULT JUDGMENT AND UNDER 735 ILCS 5/109 iii AND IDENTIFY COMPUTER PROGRAM OR SOFTWARE RELIED UPON TO TRACK MORTGAGE PAYMENT

20. NATIONSTAR IGNORE ALL DISCOVERY REQUEST
21. NATIONSTAR IGNORE PETITIONER'S MOTION TO COMPEL, MOTION TO PRODUCE AND MOTION TO PRODUCE DOCUMENTS
22. NATIONSTAR IGNORE SUBPOENA(S) DIRECTED TO THE ATTORNEY OF RECORD FOR EACH SERVICE
23. NATIONSTAR AFTER RECEIVING THE AFFIDAVIT FROM CITI-BANK THAT SHOWS ALL PAYMENT SUBMITTED, STILL NATIONSTAR APPLY FOR FORECLOSURE, NATIONSTAR IGNORING THE 120 DAY RULE; NO PAYMENT BEFORE APPLICATION FOR FORECLOSURE CAN BE FILED. DID NATIONSTAR WAIT 120 TO FILE FORECLOSURE
24. NATIONSTAR FAILS AS A SERVICE; TO TIMELY POST PAYMENT VIOLATING THE CFPB RULES
26. NATIONSTAR FAIL AS A SERVICER TO NOT RECOGNIZE THAT PETITIONER HAD JUST FINISHED A MODIFICATION BEFORE TRANSFER TO NATIONSTAR
27. NATIONSTAR WRONG TO ASK MORTGAGEE TO APPLY FOR A MODIFICATION, WHEN PETITIONER HAS JUST COMPLETED ONE WITH CITI-BANK BEFORE LOAN WAS ACQUIRED BY NATIONSTAR; HAVING MADE FOUR REGULAR PAYMENTS
28. NATIONSTAR MAKE MANY SERVICING ERROR DURING THE RE-BRANDING PERIOD OF AUGUST 2017, WHICH WAS THE SAME TIME NATIONSTAR d/b/a MISTER COOPER ACQUIRED PRACTITIONERS LOAN
29. NATIONSTAR AND MORTGAGE CONTRACTING SERVICE GUILTY OF RACKETEERING; USING THE MAIL TO ILLEGALLY BILL MORTGAGEE FOR EXCESSIVE AND UNNECESSARY PROPERTY MANAGEMENT SERVICE THAT VIOLATE HUD RULE (WHICH IS ONE VISTER FOR WINTERIZATION) SEE THE RACKETEERING INFLUENCED AND CORRUPTION ORGANIZATION ACT
30. NATIONSTAR TRY TO HAVE PETITIONERS PROPERTY DECLARE VACANT OR ABANDON, WHILE THE PETITIONER AND TENANTS WERE

PRESENT.

31. NATIONSTAR VIOLATE THIS PETITIONERS FOURTH CONSTITUTIONAL AMENDMENT WHICH PROTECTS THIS PETITIONER FROM SEARCH AND SEIZURE

32. NATIONSTAR VIOLATE THIS PETITIONER'S FIFTH CONSTITUTIONAL AMENDMENT

33. NATIONSTAR VIOLATE THE PETITIONER SIX AMENDMENT RIGHT TO A SPEEDY TRIAL

34. NATIONSTAR KNEW WHEN THE AFFIDAVIT FROM CITIBANK ARRIVED, SHOWED NO PAYMENT WAS MISSED BY FAULT OF THIS PETITIONER. THE TRANSFER TO NATIONSTAR; IN WHICH THERE IS A 60 DAY NO LATE FEE OR PENALTY, WHICH IS STANDARD FOR ALL TRANSFER OF SERVICER

35. NATIONSTAR'S PROBLEMS DURING THE REBRANDING PERIOD LEAD TO THE MANY ERRORS LEAD TO ALL THE CLASS ACTION SUIT

36. PETITIONER HARMED BY THE LOSS OF RENTAL INCOME SINCE THE TIME OF FILING TO NOW, OVER \$77000 IN THIS WRONGFUL FORECLOSURE ACTION

37. NATIONSTAR AT FAULT FOR HARMING THE PETITIONER WITH THE ILLEGAL ENTRY, THIS VIOLATION CAUSED PETITIONER COUNTLESS SLEEPLESS NIGHTS IE WAKING UP AT THE SLIGHTEST SOUND; FOLLOWING NATIONSTAR VIOLATION OF ILLEGALLY ENTERING THE RESIDENT

38. THE STRESS OF THIS WRONGFUL FORECLOSE ACTION CAUSED THE PROBLEM IN THE PETITIONER MARRIAGE THAT LED TO DIVORCE

39. THE STRESS OF THIS FORECLOSURE SITUATION EXACERBATED THIS PETITIONER'S HEALTH WHERE HE HAS LOST VISION

40. NATIONSTAR DISRESPECT EACH OF THE LOWER COURT BY NOT COMPELLING DEFENDANT NATIONSTAR TO PRODUCE AND RESPOND TO THE NOTICE OF ERROR/REQUEST FOR INFORMATION

41. THE DISTRICT COURT DECIDED TO HEAR ONLY ONE OF THE THREE CASES BEFORE IT

42. NATONSTAR VIOLATE ILLINOIS LAW 720 ILCS 5/21-3 WHEN THEY THROUGH MORTGAGE CONTRACTING SERVICES THEIR PROPERTY MANAGEMENT COMPANY

43. NATIONSTAR VIOLATE 1026.10, 1024.36 ,1024.361024.35 OR REGULATION X CONCERNING THE PETITIONERS PAYMENTS THAT WERE WRONGFULLY RETURNED HARMING THE CUSTOMER'S CREDIT

44. THE DEFENDANT NATIONSTAR, AND THE COURT DENY PETITIONERS SIX AMENDMENT RIGHT TO A SPEEDY TRIAL AND FAIR TRIAL THE RIGHT TO AN IMPARTIAL JURY, RIGHT TO KNOW KNOW HIS AC CUSERS, NATURE OF THE CHARGES, AND THE EVIDENCE AGAINST THE PETITIONER. DOES THE LACK OF A SPEEDY TRIAL WARRANT THE DISMISSAL OF THE FORECLOSURE. SHOULD THIS DISMISSED FOR THE VIOLATION UNDER THE SPEEDY TRIAL ACT WITH THE REMEDY OF DISMISSAI?

45. THE ILLINOIS COURT OF APPEAL RIGHT TO ALLOW THIS DISTRICT TO NOT REDRESS ALL COMPLAINT BROUGHT BEFORE IT

46. THE ILLINOIS COURT OF APPEAL RIGHT TO NOT ADDRESS THE JUDICIAL MEMO IT REQUESTED CONCERNING DISTRICT COURT'S DECISION TO NOT REDRESS ALL COMPLAINT BROUGHT BEFORE IT

47. THE DISTRICT COURT RIGHT TO CANCEL THE RULE 26 F CONFERENCE THAT IT INITIAL ORDERED, THEN CANCELED BY THE JUDGE

48. NATIONSTAR VIOLATE THE TRUTH IN LENDING ACT WHEN IT REFUSED TO PROVIDE PLAINTIFF TOLBERT WITH THE CLOSING DOCUMENTS FOR NATIONSTAR SALE? TILA-RESPA INTEGRATED DISCLOSURE RULE.

49. NATIONSTAR HAVE THE RIGHT TO CHARGE TOLBERT FOR FORCED PLACE INSURE. NATTIONSTAR WAS RESPONSIBLE TO PAY INSURANCE PREMIUM. NATIONSTAR DID NOT, THEN CHARGED PLAINTIFF FOR FORCED PLACE INSURANCE AT A HIGHER RATE. INSURANCE WAS TO BE PAID OUT

OF ESCROW. SEE 12 CFR PART 1024 REGULATION X.

50. BREACH OF CONTRACT: NATIONSTAR FAIL AS SURVICER BY NOT FUL-FILLING THEIR END OF THE DEAL (OF THE BARGAIN/ CONTRACT) ,FAIL TO PERFORM BY NOT THE TERMS OF THE CONTRACT AND CORRECTLY APPLY PAYMENT TO THE BORROWER ACCOUNT, A REASONABLE PERFORMANCE. VIOLATING THE FEDERAL ARBITRATION ACT AND THE RULES OF THE CFPB;

51. NATIONSTAR VIOLATED THE LOAN AGREEMENT 2.LENDER FIDUCIARY DUTY 3 DUTY OF GOOD FAITH DUTY OF FAIR DUTY AND OTHER LEGAL OBLIGATIONS OF A SERVICER AND NOT POSTING/APPLYING PAYMENTS NATIONSTAR **BREACH THE CONTRACTUAL AGREEMENT?** THIS PETITIONER ASKED EACH SERVICER TO WRITE A LETTER TO FREDDIE MAC REQUESTING THAT THE RULE THAT "MODIFICATION LOWER PRINCIPLE AND/OR INTEREST RATE" BE LOWER SO A MODIFICATION CAN BE APPROVED.. SEE RULE 99.1 **AND UNITED STATES CODE TITLE 41 SUBTITLE II**

52. NATIONSTAR REQUESTED A DEFICIENCY JUDGMENT AND REFUSED TO PRODUCE CLOSING DOCUMENT CLOSING DOCUMENT VERIFYING SALE AMOUNT.

53. THE PROPERTY VALUE EXCEEDS \$225,000.

LIST OF PARTIES

GEORGE TOLBERT

PLAINTIFF

**VS NATIONSTAR
DEFENDANT**

**GEORGE TOLBERT THE PETITIONER IS A SIXTY SIX YEAR OLD
DIVORCED VISUALLY IMPAIRED DISABLED SENIOR. RESIDENT
OF COOK COUNTY, CITY OF CHICAGO PARK MANOR
COMMUNITY, HYDE PARK.**

**NATIONSTAR d/b/a MISTER COOPER IS ONE OF THE LARGEST
NON BANK MORTGAGE HOLDERS IN THE UNITED STATES.**

**NATIONSTAR'S MAIN HEADQUARTERS IS LOCATED IN COP-
PELL. THE HEADQUARTERS IS LOCATED AT 8950 CYPRESS
WATERS DRIVE COPPEL TE 75019. NATIONSTAR
HEADQUARTERS IS IN COPPELL TEXAS BUT SERVES
CUSTOMERS THROUGHOUT THE UNITED STATES. NATIONSTAR
REBRANDED AND BECAME MISTER COOPER ON AUGUST 21,
2017.FOLLOWING THE MORTGAGE CRISIS OF 2008. THE CRISIS
NATIONSTAR HAS BEEN FOUND GUILTY OF HARMING
HOMEOWNERS. THIS HARM HAS LED TO MANY
CLASSACTIONSUITS AND COMPLAINTS.
THE CHANGE CAME WITH THE PROMISE TO DO BETTER.**

OCTOBER 02, 2023

Honorable Scott S. Harris,
Clerk Supreme Court of the
United States
Washington,D.C.205432054
3

Re: TOLBERT VS NATIONSTAR CASE NO. 22 A 715 60

Dear Mr. Harris:

CORPORATE DISCLOSURE STATEMENT

Pursuant to Federal Rule of Appellate Procedure 26.1

I, GEORGETOLBERT Appellant states as follows:

PETITIONER, GEORGE TOLBERT is not a "nongovernmental corporate party" for purposes of Rule 26.1. Rule 26.1, therefore, does not require any disclosures with respect to it.

GEORGE TOLBERT 95000
PRO-SE
P.O. BOX 19050
CHICAGO ILLINOIS 60619
(312) 686-6024
grandinoggthegreat@gmail.com

10

RELATED CASES

1. THE STATE OF ALABAMA, ET AL VS. NATIONSTAR MORTGAGE L.L.C.
dba MR. COOPER NO.1-20-CV 3551 UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA OF COLUMBIA, JUDGEMENT 12 07 2020.
2. REATHA FLOYD VS. NATIONSTAR L.L.C. dba MR COOPER
NO. 1:16-CV- 00835 DISTRICT COURT DISTRICT OF COLUMBIA
JUDGEMENT
3. LAURA ZAMORA JORDAN VS NATIONSTAR L.L.C. dba MISTER COOPER NO.
2: 14 CV-0175- TOR DISTRICT COURT OF JUDGEMENT 05 02 2019
4. LAURA ZAMORA JORDAN VS. NATIONSTAR L.L.C. NO.781 F 3d 1178 JUDGE-
MENT 6-12-17
5. JESSICA JORDAN VS. NATIONSTAR L.L.C. 2:18 CV 02717 DAD NO.374 P. 3d
1195 JUDGEMENT 01-24-2020
6. DEMETRIUS ROBINSON VS. NATIONSTAR L.L.C. NO.8:14-CV03667 TJS
UNITED STATES DISTRICT COURT MARYLAND GREENBELT JUDGEMENT
2- 19- 19

GEORGE TOLBERT
P.O. BOX 19050
CHICAGO ILLINOIS 60619
PLAINTIFF
VS.
NATIONSTAR L.L.C. d/b/a
MISTER COOPER
8950 CYPRESS WATERS BLVD
COPPELL TX 75019

TABLE OF CONTENTS

I. QUESTION(S) PRESENTED	PAGE <u>19</u>
II. PARTIES TO PROCEEDINGS	PAGE <u>26</u>
III. RELATED CASES	PAGE <u>31</u>
IV. LIST OF ALL PROCEEDINGS	PAGE <u>31</u>
V. TABLE OF CONTENT	PAGE <u>40</u>
VI. TABLE OF AUTHORITIES	PAGE <u>41</u>
V. CONTENT OF APPENDIX OPINIONS BELOW/ ORDER	
VII. CIRCUIT COURT COUNTY	PAGE <u> </u>
VIII. DISTRICT COURT	PAGE <u> </u>
IX. COURT OF APPEAL SEVENTH CIRCUIT	PAGE <u> </u>
X. JURISDICTION	PAGE <u>49</u>
XI. CONSTITUTION PROVISION & U.S.	PAGE <u>50</u>
XII. STATE STATUTORY PROVISION	PAGE <u>50</u>
XIII STATEMENT OF FACT	PAGE <u>51</u>
XIV ARGUMENT	PAGE <u>52</u>
XV. REASON FOR GRANTING	PAGE <u>61</u>
XVI. a.TO AVOID ERRONEOUS ERRORS	PAGE <u> </u>
XVII. CONCLUSION	PAGE <u>69</u>
XVIII. APPENDIX	PAGE <u>78</u>
EXHIBIT	PAGE <u>80</u>

TABLE OF AUTHORITIES

- 1.120 DAY RULE see DODD FRANK WALL STREET REFORM AND CONSUMER PROTECTION ACT ENACTED JULY 21 2010;
2. EXCESSIVE AND UNNECESSARY PROPERTY PRESERVATION RACKETEERING; ILLEGALLY CHARGING HOMEOWNER see THE RICO ACT 18 U.S.C.A. 1962.; THE RACKETEERING INFLUENCED AND CORRUPTION ORGANIZATION ACT
- 3.HUD ALLOW ENTRANCE ONLY TO VACANT PROPERTY:SEE CODE OF CIVIL PROCEDURE 735 ILCS 5;;
- 4.PAYMENT NOT POSTED see cfpb rule 1026.10
5. PAYMENT RETURNED see EXHIBIT 99 AND 99.1
- 6.FAILURE TO COOPERATE IS DISCOVERY RULE 37 see supreme court rules
- 7.ILLEGAL ENTRY see rule of civil procedure
8. CONSTITUTIONAL VIOLATION SEE 15 US CODE 1824 AND 1825
- 9.CIVIL RIGHT VIOLATION SEE TITLE 18 USC SECTION 241
10. FAILURE TO RESPOND TO WRITTEN INTERROGATIVE SEE RULE 215 A
- 11.FAILURE TO RESPOND TO SUBPOENA SEE RULE 45
12. FAILURE TO RESPOND TO NOTICE OF ERROR SEE C.F.P.D 1024.35 ERROR RESOLUTION
13. FAILURE TO PRODUCE CLOSING DOCUMENTS: SEE RULE 34
14. COMPEL DISCOVERY SEE 24 CFR 180-540
- 15 RIGHT TO A SPEEDY TRIAL SIXTH AMENDMENT TO THE CONSTITUTION ; FEDERAL SPEEDY TRIAL ACT
16. BREACH OF CONTRACT; FRAUD LENDER LIABILITY; VIOLATION OF AGREED UPON TERMS OF A BINDING CONTRACT.
17. DISTRICT COURT ORDERED AND CANCELED RULE 26 F CONFERENCE

HJ

CONTENT OF APPENDIX
NO OPINION(S) FILED

A. CIRCUIT COURT

B. DISTRICT COURT

C. APPELLATE COURT

NO OPINION(S)

**THIS PETITIONER IS FILING THIS WRIT OF CERTIORARI FOR A
REVIEW OF THE JUDGMENT IN THE CIRCUIT COURT.**

1. RULE 37 FAILURE TO DISCLOSE; FAILURE TO PARTICIPATE IN GOOD FAITH IN THE DISCOVERY PROCESS AND SANCTIONS.
2. ILLEGAL ENTRY PRIOR TO FORECLOSURE
3. FAILURE TO APPLY PAYMENT
4. RACKETEERING
5. EXCESSIVE AND UNNECESSARY PROPERTY MANAGEMENT

JURISDICTION

JURISDICTION IS CORRECT UNDER

ARTICLE III SECTION 2 CLAUSE 2.5

12 U.S.C. 1254 COURT OF APPEAL

WRIT CERTIORARI

CERTIFIED QUESTION(S)

AS TO LAW AND FACT

REVIEW OF CIRCUIT COURT OF COOK COUNTY DECISION

6

22
28

STATUTORY PROVISIONS AND CONSTITUTIONAL PROVISIONS INVOLVED

THE UNITED STATES STATUTORY PROVISIONS:

1.12 CFR PART 1026 REGULATION Z; A SECTION ii 1026. 36: RESPONDING TO CONSUMER IN GENERAL AND PROVIDING GENERAL INFORMATION.

2. BREACH OF CONTRACT UNFAIR PRACTICES; NATIONSTAR DID NOT ACCEPT PAYMENT

3. BREACH OF MORTGAGE CONTRACT FIDUCIARY RESPONSIBILITY: TO ACT IN THE INTEREST OF ANOTHER, FAILURE TO DO SO WHATEVER IS NEED TO HELP THE MORTGAGEE;; DID NOT WRITE LETTER REQUESTING WAIVER OF THE RULE THAT MODIFICATION MUST LOWER INTEREST OR PRINCIPAL PAYMENT.

CONSTITUTIONAL PROVISION

1. FOURTH AMENDMENT TO THE CONSTITUTION: UNREASONABLE SEARCH AND SEIZURE.
2. FIFTH AMENDMENT TO THE CONSTITUTION: RIGHT TO A FAIR TRIAL AND OPPORTUNITY FOR A MEANINGFUL HEARING.
3. SIXTH AMENDMENT TO THE CONSTITUTION: RIGHT TO A PUBLIC TRIAL, WITHOUT UNNECESSARY DELAY, , RIGHT TO AN IMPARTIAL JURY, RIGHT TO KNOW YOUR ACCUSER, NATURE OF TRIAL AND EVIDENCE AGAINST YOU.
4. SEVENTH AMENDMENT TO THE CONSTITUTION: RIGHT TO A JURY TRIAL.

24
25
26
27

7 8

STATEMENT OF FACTS
ON PETITION FROM THE CIRCUIT COURT

PROPERTY TAX NUMBER 20 27 201 002 0000

ON 06 07 2001 TOLBERT RECEIVED A LOAN FROM ABN AMRO MORTGAGE GROUP. IN THE AMOUNT OF 37.500.

NATIONSTAR FILED AN APPLICATION FOR FORECLOSURE ON JUNE 09 2017.

PETITIONER RECEIVED A MODIFICATION FROM CITI-BANK ON JUNE 15, 2016. THIS MODIFICATION WAS PRIOR TO TRANSFER TO NATIONSTAR IN AUGUST OF 2017. PETITIONER MADE PAYMENTS TO CITIBANK THROUGH ITS BILL PAYMENT SYSTEM.

NATIONSTAR DIRECTED PETITIONER TO WAIT TILL PAYMENT INFORMATION WAS SENT. NATIONSTAR INFORMED PETITION THAT THERE WOULD NOT BE CHARGE OF LATE FEE OR PENALTY. PETITIONER TOLBERT HAS INCLUDED A RECORD OF PAYMENT FROM CITIBANK, AND EXHIBIT 99.1 WHICH IS A MORE COMPLETE BREAKDOWN OF THE TRANSACTIONS IN THIS MATTER. THE RECORD SHOW THE RETURNED PAYMENT WAS A ERROR. THE RETURN PAYMENT WAS DATED JUNE 06, 2017 EXHIBIT 2002.

WITH FULL FORCE THIS PETITIONER ASSERTS THESE PAYMENTS WERE WRONGFULLY RETURNED. NATIONSTAR VIOLATED FRANK DODD ACT WHICH STATES THAT FORECLOSURE CAN NOT BE FILE UNTIL 120 DAYS OF MISSED PAYMENTS HAVE EXPIRED. BETWEEN THE 120 DAY RULE AND THE 60 DAYS WHERE THERE IS NO LATE FEE AND PENALTY. IN THIS WRONGFUL FORECLOSURE ACTION, NATIONSTAR BREACHED THEIR RESPONSIBILITY AS A SERVICER. NATIONSTAR DID NOT POST/ APPLY PAYMENT CORRECTLY. NATIONSTAR WRONGFULLY RETURNED PAYMENTS. EXHIBIT 99 IS THE PAYMENT HISTORY PROVIDED BY CITIBANK.

THE ABOVE ACTION IS EXACERBATED BY THE ILLEGAL ENTRY INTO THE RESIDENCE PRIOR TO THE JUDGMENT OF FORECLOSURE.

33
22

FURTHER:HUD REGULATION AND THE RULES OF CIVIL PROCEDURE BOTH STATE THAT THE ENTRANCE OF A PROPERTY PRIOR TO FORECLOSURE IS AN ILLEGAL ACT. NATIONSTAR THROUGH ITS PROPERTY PRESERVATION COMPANY (MORTGAGE CONTRACTING SERVICES) ENTER THE RESIDENTS ON JUNE 14 2017. THE FORECLOSURE WAS FILED FIVE DAYS PRIOR TO THAT DATE. THIS PETITIONER WAS IN CONSTANT CONSTANT COMMUNICATION WITH EACH MORTGAGE COMPANY. IN THE CASE JORDAN VS NATIONSTAR; NATIONSTAR ILLEGALLY ENTER THE RESIDENCE PRIOR TO FORECLOSURE. JORDAN MOVED OUT OF HER PROPERTY AFTER THE PROPERTY PRESERVATION COMPANY THREW OUT HER HUSBAND'S ASHES, THAT WERE ON HER MANTEL IN HER LIVING ROOM. THAT AND THIS PETITIONER HAVE BEEN HARM BY THIS CIVIL RIGHT VIOLATION OF THE FOURTH AMENDMENT THAT SAYS WE: HAVE A RIGHT TO AND PROTECT FROM {SO WE CAN LIVE PEACEFUL IN OUR OWN RESIDENCE}. MORTGAGE CONTRACTING SERVICES HARMED THIS PETITIONER WITH THESE ACTION, **FURTHER** HARMING THE PETITIONER BY TELLING TENANTS TOLBERT NO LONGER OWN THE PROPERTY, TENANT STOPPED PAYING RENT, **FURTHER** HARMING THE PETITIONER. TENANT ATTACKED PETITIONER TOLBERT WHO IS VISUALLY IMPAIRED. THIS ACTION ON THE PART OF NATIONSTAR I.E ILLEGALLY ENTERING A BLIND MAN'S RESIDENCE IS EGREGIOUS.

AS PREVIOUSLY STATED: THE COLLABORATIVE EFFORT / ACTIONS BY NATIONSTAR AND MCS IS A RICO VIOLATION. BOTH COMPANIES BENEFITING FROM THE EXCESSIVE AND UNNECESSARY PROPERTY PRESERVATION CHARGES. NATIONSTAR CHARGES THE HOMEOWNER AND MCS CHARGE NATIONSTAR BOTH BENEFITING FROM THE ILLEGAL ACT. MCS CAME BY SOMETIME FOUR TIMES A WEEK. THERE WERE SIGHTS THAT MCS HAD BEEN TO AND IN THE PROPERTY. THERE MY TENANT'S SIZE 13 SHOES, LAWN EQUIPMENT AND MISSING COURT PAPERS. THIS PETITIONER COULD NOT SLEEP, THE THOUGHT OF SOMEONE COMING INTO MY HOME WAS UNNERVING.

STATE'S ATTORNEY'S OFFICE WAS NOTIFIED OF ILLEGAL ENTRY AND THE PROPERTY PRESERVATION CHARGES. THE UNSUSPECTING HOMEOWNER IS NOT AWARE OF THE ILLEGAL ACTION UNTIL FORECLOSURE OR DEATH OF THE HOMEOWNER. THIS PETITIONER REQUESTED ALL COMMUNICATION BETWEEN EACH SERVICER NATIONSTAR AND FREDIE MAC. PETITIONER, THAT ALL REQUEST MUST COME THROUGH

THE ATTORNEY OF RECORD. THE ATTORNEY OF RECORD HAS REFUSED TO COOPERATE IN DISCOVERY, TO DISCLOSED UNDER RULE 37. THIS PETITIONER HAS SPENT OVER FIVE YEARS REQUESTING INFORMATION AND GIVING NOTICE OF ERROR(S). NATIONSTAR'S ATTORNEY(S) OF RECORD HAS NOT RESOUNDED. THE RULE 26 CONFERENCE ORDERED AND THEN CANCEL.

THIS PETITIONER FILED SUBPOENA(S) JUDGE EDWARD KING OF THE CIRCUIT TO SIGN SUBPOENA(S). THE JUDGE'S TOLD PETITIONER WAS NON JUDICIAL VIOLATED THE CANON BY SAYING "I AM NOT GOING TO SIGN ANYTHING FOR YOU" IN OPEN COURT.

A JUDGE EXHIBITING THAT KIND OF BLATANT ACTION AFFECTED THE PETITIONER RECEIVING DISCOVERY.

THIS PETITIONER PAID EACH PAYMENT IN PERSON TO AN OFFICE LOCATED AT 4242 N. HARLEM AVE. NORRIDGE ILLINOIS ON TIME MONTHLY.

THE SECOND FLOOR APARTMENT HAD A RENT OF \$900.

IN AUGUST OF 2017 NATIONSTAR ACQUIRES THE MORTGAGE. NATIONSTAR REBRANDED IN AUGUST 2017, THERE WERE MANY SERVING PROBLEMS DURING THIS PERIOD. NATIONSTAR FAIL AS A SERVICER, TO IDENTIFY THE LOAN MODIFICATION STATUS.

TOLBERT SUCCESSFULLY COMPLETE A MODIFICATION. THE PETITIONER PAID THREE CONSECUTIVE REGULAR PAYMENTS, AFTER MODIFICATION TRIAL PERIOD BEFORE TRANSFER TO NATIONSTAR.

UNBEKNOWN TO THIS PETITIONER PAYMENTS WERE INCORRECTLY RETURNED. ALL PAYMENTS WERE MADE THROUGH CITI-BANK BILL PAYMENT SYSTEM ~~SEE~~ EXHIBIT 307.

EXHIBIT 6007 IS A PAYMENT THAT WAS INCORRECTLY RETURNED ON IN THE AMOUNT OF 701.93.

NATIONSTAR FILED AN APPLICATION FOR FORECLOSURE ON JUNE 9, 2017, NATIONSTAR DID NOT WAIT THE 120 DAYS.

WHEN A LOAN IS TRANSFERRED, THERE IS A 60 DAY PERIOD WHERE IS NO LATE FEE OR PENALTY. THIS ALLOWS TIME FOR MORTGAGEE AND MORTGAGOR TO RECONCILE.

THE VIOLATING THE FRANK DODD ACT, IT SELF MAKES THIS A WRONGFUL FORECLOSURE ACTION.

ON JUNE 14 2017 NATIONSTAR ILLEGAL ENTERED THE PROPERTY. THE SERVICER/MORTGAGE COMPANY OR PROPERTY PRESERVATION PERSON IS NOT ALLOWED TO ENTER THE PROPERTY PRIOR TO FORECLOSURE. MORTGAGE CONTRACTING ACTING ON BEHAVE OF NATIONSTAR. MORTGAGE CONTRACTING SERVICES. NATIONSTAR ILLEGALLY CHARGED THE HOMEOWNER FOR PROPERTY PRESERVATION. BOTH COMPANIES BENEFITING FINANCIALLY. THIS COLLABORATIVE ACTION IS RACKETEERING A VIOLATION OF THE RACKETEERING INFLUENCED AND CORRUPTION ORGANIZATION ACT. THIS ACT ALSO VIOLATED THE PETITIONERS CONSTITUTIONAL AND CIVIL RIGHTS.

THERE ARE TWO SERVICE DATE IN THE FILE FOR THIS FORECLOSURE. THE CASE NO.17 CH08331 AND NO.17 CH08089 BOTH HAVING THE SAME SERVICE DATES:JUNE 14, 2017, BOTH ARE IN VIOLATION OF THE 120 DAY RULE.

THE CASE RETURNED NOT SERVED, PETITIONER WAS NOTIFIED BY THE CLERK OF THE COURT; DOROTHY BROWN. THE CLERK'S OFFICE MAILED A COPY OF SERVICE BY NOTIFICATION i.e.PUBLICATION. THIS ACTION IS MISUSE OF THE SERVICE RULE. THIS PETITIONER IS ALWAYS HOME AND WAS IN CONSTANT CONSISTENT COMMUNICATION WITH EACH SERVICER, WITH NO COMMUNICATION OF FORECLOSURE /BEST PRACTICES IS A FACE TO FACE INTERACTION BETWEEN MORTGAGEE AND SERVICER. NATIONSTAR DID NOT HOLD UP TO IS CONTACT OBLIGATION, WHICH IS A BREACHED OF THE MORTGAGE CONTRACT.

NATIONSTAR'S WRONGFUL RETURNING PAYMENT VIOLATING CUSTOMER PROTECTION FINANCIAL BUREAU RULE FOR PAYMENTS. THE EXHIBIT OF PAYMENTS MADE SHOWS PETITIONER PAID UNTIL NATIONSTAR WRONGFULLY STOP

28
28

P18

ACCEPTING PAYMENTS.

THERE WAS NO MEDIATION AFFIDAVIT FILED AT THE TIME OF FILING OF THIS WRONGFUL FORECLOSURE ACTION;

PETITIONER REQUEST CONSIDERATION FOR THE H.A.M.P PROGRAM. NATIONSTAR FRAUDULENTLY STATED THEY COULD NOT REACH THE HOMEOWNER. THIS STATEMENT IS FRAUDULENT. THIS PETITIONER ASKED FOR PHONE RECORDS TO VERIFY COMMUNICATION.

THIS PETITION REQUEST FOR INFORMATION FROM NATIONSTAR dba MISTER COOPER BEGAN IN THE CIRCUIT COURT BY WRITTEN INTERROGATIVE, SUBPOENA, REQUEST FOR DOCUMENT, REQUEST TO PRODUCE AND MOTION TO COMPEL.

THE PETITIONER WAS INFORMED BY THE DISTRICT COURT NORTHERN DISTRICT OF ILLINOIS DOES NOT DO SUBPOENA(S). JUDGE MARY ROMLAND ORDERED IN DISTRICT COURT ORDERED 26 DISCOVERY CONFERENCE, WHICH WAS CANCELED. THE RULE 26F CONFERENCE WOULD HAVE BEEN AN EXCELLENT OPPORTUNITY FOR DISCOVERY. THE 26 (f) DESCRIBES A CONFERENCE OF THE TWO PARTIES, (THE PLAINTIFF AND DEFENDANT) COOPERATE AND SET OUT A CLEAR PLAN FOR THE DISCOVERY PROCESS. THIS COULD HAVE RECTIFY THE RULE 37 ISSUE(S).

DISTRICT COURT ONLY ALLOW LIMITED DISCOVERY. THIS LIMITED DISCOVERY DOES NOT GIVE PLACE TO THE NOTICE OF ERROR AND THE REQUEST FOR INFORMATION. UNDER RESPA. PETITIONER REQUEST DISCOVERY UNDER ALL RULES OF DISCOVERY AND DISCOVERY HAS NOT CLOSED. TO POINT NATIONSTAR HAS REFUSED TO COOPERATE IN GOOD FAITH IN THE DISCOVERY PROCESS.
, VIOLATING RULE 37.

29
31
26

12

THE DEFENDANT'S REQUEST FOR A DEFICIENCY JUDGMENT CALLS FOR/ ESTABLISHED THE NEED FOR CLOSING DOCUMENTS. THIS LITIGANT REQUESTED THE CLOSING DOCUMENT THROUGH A REQUEST FOR INFORMATION IN DISTRICT COURT, (NEW INFORMATION)

DISTRICT COURT IS/WAS WRONG TO ONLY ALLOW LIMITED DISCOVERY. THE CLOSING DOCUMENT(S) ARE NEW INFORMATION, BEING REQUESTED AS NEW INFORMATION AND ARE NEED IN A CASE WHERE A DEFICIENCY JUDGMENT IS REQUESTED. THE WITHHOLDING OF THIS INFORMATION IS A VIOLATION OF THE FREEDOM OF INFORMATION ACT. THE CONSUMER PROTECTION ACT OF ILLINOIS STATES THAT IT IS UNLAWFUL PROFIT FROM THE FEES CHARGED TO BORROWER FOR UNNECESSARY AND EXCESSIVE PROPERTY INSPECTION FEE. SEE 815 ILCS 505/2 FROM CH. 121 1/2 PAR. 262 SEC. THE SAME ACT PROHIBITS THE (CONCEALING/ SUPPRESSING OF MATERIAL) INFORMATION REQUESTED THROUGH A NOTE OF ERROR REQUEST FOR INFORMATION OF CLOSING DOCUMENTS. THE WITHHOLDING OF THIS INFORMATION IS A FRAUDULENT ACT.

NATIONSTAR'S WRONGDOING (MAKE THIS CASE A WRONGFUL FORECLOSURE ACTION. THIS ACTION SHOULD HAVE ENDED IN THE CIRCUIT COURT, WHEN THE AFFIDAVIT FROM CITI-BANK WAS SUBMITTED SHOWING/PROVED THAT NO PAYMENTS WERE MISSED. PAYMENT WERE INCORRECTLY RETURNED)

IN THE CASE RETHA FLODE CV 16 CV 0835 VS. IN DIST CT DIST OF COLUMBIA, NATIONSTAR THE PROPERTY PRESERVATION COMPANY AND NATIONSTAR WERE ACCUSED IN RACKETEERING. RACKETEERING: (USING THE MAIL SYSTEM TO CHARGE UNSUSPECTING HOMEOWNERS FOR EXCESS AND UNNECESSARY PROPERTY PRESERVATION CHARGES. THESE CHARGES BENEFITED BOTH NATIONSTAR AND THE PROPERTY PRESERVATION COMPANY(MORTGAGE CONSTRUCTION SERVICES. MCS CHARGES NATIONSTAR, WHO THEN CHARGES THE HOMEOWNERS. NATIONSTAR AND MCS BOTH BENEFIT-

ING IN THIS ILLEGAL ACT. BREACH OF CONTRACT. FRAUDULENTLY CHANGING THE UNCESPECTION HOME-OWNER. THESE CHARGES NOT MADE NOTICE OF UNTIL DEATH OF THE MORTGAGEE, OF FORECLOSURE.

NATIONSTAR'S REFUSAL TO COOPERATE IN DISCOVERY IS BY DESIGN TO HIDE THE FRAUDULENT ACTIONS, ON THE PART OF NATIONSTAR AND ITS PROPERTY PRESERVATION COMPANY. BOTH NATIONSTAR AND MORTGAGE CONTRACTING SERVICES HAVE THE SAME ADDRESS.

NATIONSTAR'S THROUGH IT PROPERTY PRESERVATION COMPANY HARMED THIS PETITIONER BY:

1. ILLEGALLY ENTERING PRIOR TO FORECLOSURE.
2. DISCUSSING THE LEGAL MATTER WITH THE TENANTS AND NEIGHBOR. (PETITIONER COULD NOT GET RENT FROM THE TENANT, AFTER THIS ACTION.

NATIONSTAR REFUSED TO COOPERATE IN DISCOVERY, IGNORING THE NOTICE OF ERROR AND REQUEST FOR INFORMATION. EACH SERVICER AND FREDDIE MAC DIRECTED THIS PETITIONER TO GO THROUGH THE ATTORNEY OF RECORD FOR INFORMATION REQUEST.

NATIONSTAR HAS NOT BEEN FORTHRIGHT IN THE DISCOVERY PROCESS.

NONE OF THE COURTS HAVE COMPELLED DISCOVERY

PETITIONER TOLBERT LODGED THREE COMPLAINT WITH THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT. THE COURT ONLY REDRESS ONE OF THE COMPLAINTS. THE IGNORING OF THE OTHER TWO COMPLAINTS MAKE THE ORDER A FINAL ORDERS, WITH NO OTHER AVAILABLE RELIEF IN DISTRICT COURT. SEE EXHIBIT 5001 AND EXHIBIT 5002 THESE ARE THE COMPLAINTS NOT

31
28
B 14

HEARD/REDRESSED IN DISTRICT COURT OF ILLINOIS
NORTHERN DISTRICT

THE TWO COMPLAINTS THAT WERE IGNORED, ADDRESS THE SAME ISSUES REDRESSED IN THE FIFTY STATE 'S ATTORNEY CASE AGAINST NATIONSTAR. THESE COMPLAINTS MUST BE REDRESSED, NOT REDRESSING THESE COMPLAINTS IS A VIOLATION OF THE PETITIONER RIGHT TO BE HEARD. SEE THE SIXTH AMENDMENT. THE FIFTY STATE STATES ATTORNEY CASE AGAINST NATIONSTAR. SEE 1-20 CV 03550 DIST COURT DISTRICT OF COLUMBIA.

THE AFOREMENTIONED FACTS ARE CONFIRMED BY THE EXHIBITS PRESENT IN THIS MATTER.

TK 15

32
29

ARGUMENT

REVIEW OF A STATE COURT JUDGMENT IS SOUGHT; FINAL JUDGEMENT HAS BEEN RENDERED

THIS PETITIONER HAS PRESENTED THE FACTS IN BY DISCOVERY TO COMPELL. DEFENDANT HAS NOT BEEN FORTHRIGHT, REFUSING TO COOPERATE. LOSS OF THE LOSS OF INCOME IN EXCESS OF \$67000. IN RENTAL INCOME.

THE EXHIBIT 800 IS A PROOF OF WRONGFUL FORECLOSURE. WITH FULL FORCE NATIONSTAR FAILED AS A SERVICER. SERVICING MISTAKES HAVE LED TO THIS ACTION. NATIONSTAR REBRANDED AS MISTER COOPER NATIONSTAR DID NOT APPLY PAYMENTS CORRECTLY. ALL PAYMENT MADE THROUGH CITIBANK'S BILL PAYMENT SYSTEM HISTORY AS REFLECTED. PAYMENTS RECEIVED, AND INCORRECTLY RETURNED. THE OCTOBER 2016 PAYMENT SHOULD HAVE BEEN APPLIED.

THE 120 DAY RULE APPLIES, MODIFICATION TOOK PLACE AT CITIBANK AND PAYMENT WERE TRANSFERRED TO NATIONSTAR. THE 60 DAYS ALLOW BOTH THE HOMEOWNER AND THE MORTGAGOR TO MAKE THE TRANSFER SMOOTH. THIS MORTGAGEE PRESENTED DOCUMENTATION FROM THE CLERK'S OFFICE. THERE ARE TWO DATES. THE REBRANDING PETITIONER REQUESTED ALL RECORDINGS. NATIONSTAR REFUSED TO PROVIDE THEM. ER REQUEST UNDER RULE 34. EXHIBIT 801. NATIONSTAR AND MORTGAGE CONTRACTING SERVICES USE A PROGRAM TO SCHEDULE PROPERTY MANAGEMENT SERVICE, MCS WOULD DO PROPERTY PRESERVATION EVERY WEEK. THERE

THERE WAS EVIDENCE OF MCS BEING IN THE PLAINTIFFS HOME.

THE TENANTS TOLD BY MCS TOLD "PETITIONER NO LONGER OWNED THE PROPERTY. THIS ACTION DONE BEFORE FORECLOSURE WAS FILED. THIS PETITIONER ASKED ABOUT HAMP, CUSTOMER SERVICE REPLIED "NATIONSTAR DID NOT PARTICIPATE IN HAMP. THE LOSS MITIGATION AFFIDAVIT STATES PHONE CALL WERE MADE CONCERNING HAMP. IN JORDAN 185 WASH2D 876374 P 3D 1195, IN THIS CASE UNDER WASHINGTON LAW IT IS UNENFORCEABLE TO ENTER BEFORE FORECLOSURE. NATIONSTAR ENTER NATIONSTAR TOOK PICTURE, A COPY OF THE FILE EXHIBIT MCS.

THE WORK ORDER IS DATED JUNE 14, 2017. THIS DATE IS PRIOR TO FORECLOSURE. THE PROCESS SERVER REPORT STATES THE HOUSE APPEARS OCCUPIED. NATIONSTAR HAD NO RIGHT TO ENTER THE RESIDENCE THIS LEGAL BLIND MAN CAME HOME FROM AN EVENING CHURCH SERVICE UNABLE TO ENTER THE RESIDENCE. THIS LEFT THE HOMEOWNER UNABLE TO

35
32

47 18

SLEEP WAKING UP FROM THE LIGHTEST SOUND. NATIONSTAR HAS HARMED MANY SIMILARLY SITUATED HOMEOWNERS. NATIONSTAR INSTRUCTED THIS HOMEOWNER APPLY FOR MODIFICATION(S), ALL FOUR SERVICERS SUGGESTED TOLBERT APPLY FOR MODIFICATION. CITIBANK'S MODIFICATION, WITH A 2% INTEREST RATE AND A MONTHLY PAYMENT OF \$139. THIS HOMEOWNER APPLIED FOR MODIFICATION. THE THREE MODIFICATIONS WERE DENIED THE REASON GIVEN WAS THEY COULD NOT LOWER. FREDIE MAC THE FUNDING SOURCE INSTRUCTED THIS PETITION TO REQUEST THE SERVER TO WRITE A LETTER REQUESTING THAT THE RULE BE WAIVED. THE THREE SERVICERS REFUSED, A BREACH OF CONTRACT. PETITIONER SUBPOENAED FREDDIE MAC AND EACH SERVICER. THE FOUR DIRECTED THE PLAINTIFF TO GO THROUGH THE ATTORNEY OF RECORD. THE UNDER RULE 37 REFUSED TO COOPERATE IN DISCOVERY. THIS PLAINTIFF HAS BEEN HARMED BY THE LOSS OF RENTAL INCOME. RESTLESS NIGHTS BECAUSE OF THE CIVIL RIGHT VIOLATION OF THE RIGHT TO SAFE IN MY OWN HOME. NATIONSTAR ALSO VIOLATED SEARCH AND SEIZURE.

AFOREMENTIONED NATIONSTAR AND MORTGAGE CONTRACTING SERVICES ARE GUILTY OF RACKETEERING. NATIONSTAR USE THE MAIL SYSTEM TO CHARGE HOMEOWNERS FOR THE ILLEGAL UNNECESSARY AND EXCESSIVE PROPERTY MANAGEMENT SERVICE. THESE ILLEGAL CHARGES MUST BE TAKEN OFF, THE AMOUNT DUE AND OWING. THIS REMOVING OF THIS ILLEGAL CHARGE AND ALL THE ABOVE COMPLAINTS MAKE THIS A WRONGFUL FORECLOSURE ACTION. THIS HOMEOWNER WAS EVICTED.

THEREFORE THIS PETITIONER ASKED FOR 60 DAYS, TO DO A BETTER JOB OF PRESENTING THIS MATTER.

EXHIBIT 801 IS PROOF REQUEST FOR INFORMATION GIVE TO NATIONSTAR SUBPOENA UNDER RULE 37

EXHIBIT 600 IS A DOCUMENT VERIFY PROPERTY VALUE THE ABANDONED OF SECURITY PROPERTY TAX FORM WHICH VERIFY THE PROPERTY AT \$200,000.

EXHIBIT 105 TRANSFER OF PROPERTY FROM DARLENE HARDAWAY-LANE, TO GEORGE TOLBERT ON AUGUST 08, 1995

EXHIBIT 106 IN THE CIRCUIT COURT OF COOK COUNTY MOTION FOR DISCOVERY AND INTERROGATIVE. MOTION TO PRODUCE JANUARY 13 2021

EXHIBIT 602

THIS WRIT OF CERTIORARI MUST BE GRANTED

1. NATIONSTAR DID NOT CORRECTLY IDENTIFY TOLBERT'S MEDIATION MODIFICATION STATUS.
2. NATIONSTAR FAILED AS A SERVICER AND BREACHED THE MORTGAGE CONTRACT BY NOT DOING EVERYTHING THEY COULD TO HELP THE PETITIONER OBTAIN A MODIFICATION.
3. NATIONSTAR FAILED AS A SERVICER AND BREACHED THE MORTGAGE CONTRACT BY NOT WRITING THE LETTER REQUESTED BY THE PETITIONER TO FREDDIE MAC.
4. ALL THREE SERVICERS REFUSED TO WRITE THE LETTER REQUESTING A WAIVER OF THE REQUIREMENT THAT MODIFICATION DECREASE EITHER PRINCIPAL OR INTEREST PAYMENT.
5. NATIONSTAR FAILED AS A SERVICER AND BREACHED THE MORTGAGE CONTRACT BY NOT PROPERLY APPLYING AND POSTING MORTGAGE PAYMENT CORRECTLY.
6. NATIONSTAR FAILED AS A SERVICER AND BREACHED THE MORTGAGE CONTRACT BY NOT ACCEPTING PAYMENTS, BY NOT APPLYING PAYMENTS, AND BY RETURNING PAYMENTS.
7. NATIONSTAR FAILED AS A SERVICER AND BREACHED THE MORTGAGE CONTRACT BY FAILING TO IDENTIFY MODIFICATION STATUS.
8. NATIONSTAR FAILED AS A SERVICER AND BREACHED THE MORTGAGE CONTRACT BY VIOLATING THE FRANK-DODD ACT AND NOT WAITING THE REQUIRED 120 DAYS BEFORE BEGINNING THE MODIFICATION PROCESS.
9. NATIONSTAR VIOLATED THE PETITIONERS CIVIL AND CONSTITUTIONAL RIGHT TO FEEL SAFE IN HIS OWN HOME.
10. NATIONSTAR AND ITS PROPERTY PRESERVATION COMPANY ILLEGALLY ENTERED THE RESIDENCE PRIOR TO FORECLOSURE.
11. NATIONSTAR VIOLATED HUD REGULATIONS WITH EXCESSIVE AND ILLEGAL PROPERTY PRESERVATION SERVICES. HUD REQUIREMENTS ONLY ALLOW PROPERTY PRESERVA-

19 20

37
37

TION ONCE A YEAR FOR WINTERIZATION, UNLESS PROPERTY IS VACANT OR ABANDONED.

12.HUD ATTEMPTED TO WRONGFULLY HAVE THE PROPERTY DECLARED VACANT OR ABANDONED.

13.MORTGAGE CONTRACTING SERVICES STOLE ITEMS FROM THE RESIDENCE.

14.MORTGAGE CONTRACTING SERVICES MISLED TENANT BY STATING THAT PROPERTY WAS IN FORECLOSURE PRIOR TO THE APPLICATION FOR FORECLOSURE.

15.NATIONSTAR REBRANDED IN 2017, MANY SERVICING ERRORS TOOK PLACE DURING THIS PERIOD. MANY CLASS ACTION SUITS WERE FILED.

16.NATIONSTAR VIOLATED MANY CONSUMER FINANCIAL PROTECTION BUREAU LAWS WHICH LED TO THE FIFTY STATES STATE ATTORNEYS CASE.

17.NATIONSTAR VIOLATES THE MOST VULNERABLE, THE SENIOR, AND IN THIS CASE VISUALLY IMPAIRED.

18.NATIONSTAR HAS BEEN FOUND GUILTY OF RACKETEERING. NATIONSTAR USES THE MAIL SYSTEM TO DEFRAUD HOMEOWNERS WITH CHARGES THAT ARE NOT REVEALED UNTIL FORECLOSURE OR DEATH.

19.NATIONSTAR ASKED FOR A DEFICIENCY JUDGMENT AND REFUSED TO DISCLOSE CLOSING DOCUMENTS.

20.NATIONSTAR WAS NOT THE HOLDER OF THE NOTE AT THE TIME FORECLOSURE WAS GRANTED.

21.THERE ARE MANY ERRORS AT THE RECORDER OF DEEDS OFFICE CONCERNING THE TRANSFER OF DEEDS.

22.NATIONSTAR WAS MISLEADING OR FRAUDULENT WHEN DECLARING PROPERTY VALUE.

23.THE PROPERTY BECAME REO AND NATIONSTAR WAS NOT TRANSPARENT CONCERNING PROPERTY VALUE.

24THE ILLEGAL, EXCESSIVE, AND UNNECESSARY PROPERTY PRESERVATION CHARGES MAKES THE AMOUNT DUE AND OWING INCORRECT AND RENDERS THE FORECLOSURE WRONGFUL, INCORRECT, AND ILLEGAL.

22 21

26
25

25. THEREFORE THE AFOREMENTIONED EVIDENCE RENDERS THE
FORECLOSURE WRONGFUL AND MUST BE OVERTURNED.

25 22

39
38

TO AVOID ERRONEOUS ERRORS
LIEN THEORY VS TITLE THEORY

THERE IS A CONFLICT: THE MORTGAGE HOLDER HAS A NEED TO PROTECT THEIR INTEREST IN THE PROPERTY. THE PETITIONER HAS CIVIL AND CONSTITUTION RIGHTS THAT PROHIBIT THE ENTERING OF THE PROPERTY.

* NATIONSTAR dba MISTER COOPER VIOLATED THIS PETITIONER BY ILLEGALLY ENTERING PROPERTY PRIOR TO FORECLOSURE.

THE MORTGAGE HOLDER IS ALLOWED TO ENTER PROVIDED BY 735 ILCS 5/15-1701.

THE MORTGAGE HOLDER NEVER RETAINS THE TITLE. THE MORTGAGE LENDER HOLDS A LIEN AGAINST THE PROPERTY. THE DEED STAYS WITH THE BORROWER. THE LIEN HOLDER CAN NOT ENTER THE PROPERTY UNTIL FORECLOSURE IS GRANTED.

22 23

40
37

CONCLUSION

THIS WRIT BRINGS TO THE COURT'S ATTENTION:

1. NEW DISCOVERY REQUEST; BASED ON NEW INFORMATION CONCERNING CLOSING DOCUMENT, WHICH AFFECT NATIONSTAR'S REQUEST FOR A DEFICIENCY JUDGMENT. NATIONSTAR HAS NOT BEEN TRANSPARENT, IN DISCOVERY. THERE ARE OTHER REQUEST THAT HAVE NOT BEEN SUBMITTED, THROUGHOUT THIS CASE. THERE ARE STILL OUTSTANDING REQUEST THAT HAVE NOT BEEN DISCLOSED. NATIONSTAR HAS VIOLATED MANY LAW, RULES AND STATUES. THIS PETITIONER HAS PRESENTED REQUEST FOR INFORMATION IN EVERY DISCOVERY RULE IN THE FEDERAL RULES OF CIVIL PROCEDURE.

THE JUDICIAL PROCESS LED THIS PETITIONER TO PRESENT IN THE SUPREME COURT OF THE UNITED STATES AFTER THE LOWER COURTS' HAVE DENIED THIS PETITIONER THE RIGHT TO DISCOVERY. DISCOVERY REQUESTED INFORMATION HAVE BEEN WITHHELD, NOT SUBMITTED IN THE LOWER COURTS.

PETITIONER IS NOT REHASHING COMPLAINTS, BUT COMING WITH FULL FORCE MAINTAINING AND PRESENTING EVIDENCE OF NATIONSTAR" A WRONGFUL ACTIONS. NATIONSTAR DOING BUSINESS AS MISTER COOPER CONTINUES TO HARM HOME OWNERS. NATIONSTAR/ THE ATTORNEYS OF RECORD HAVE CONTINUED TO NOT COOPERATE IN DISCOVERY AND STILL HAVE NOT DISCLOSED, THE REQUESTED INFORMATION.

THIS PETITION HAS PRESENT EVIDENCE OF NATIONSTAR'S' WRONGDOING. NATIONSTAR VIOLATED MULTIPLE LAWS, RULES, CONSTITUTIONAL PROVISIONS AND STATUTES:

1. NATIONSTAR IS GUILTY DUAL TRACKING. THEY CONTINUED THE FORECLOSURE PROCESS, WHILE THIS HOMEOWNER WAS GOING THROUGH THE MEDIATION PROCESS. (REQUEST FOR A LOAN MODIFICATION);
2. THIS PETITIONER HAD JUST SUCCESSFULLY COMPLETED A MODIFICATION AGREEMENT WITH CITI-BANK PRIOR TO THE

23 24

41
38

TRANSFER TO NATIONSTAR;

3. NATIONSTAR FAILED AS A SERVICER BY NOT IDENTIFYING THE STATUS OF THE LOANS THEY RECEIVED.

4. NATIONSTAR DID NOT HONOR THE MODIFICATION AGREEMENT.

5. NATIONSTAR IGNORED THE FACTS"; STANDARD PRACTICE IS TO GIVE/ALLOW A 60 DAY GRACE PERIOD WHEN; THE LOAN IS NOT CONSIDERED LATE; THEREFORE, THERE IS NO PENALTY/ LATE FEE AFTER A TRANSFER TAKE PLACE;

1. THIS PETITIONER HAS PRESENTED EVIDENCE OF NATIONSTAR'S BREACH OF CONTRACT; FREDDIE MAC DIRECTED THIS PETITIONER, AT A REQUEST FROM FREDDIE MAC. THE PETITIONER ASKED EACH SERVICER, TO HAVE THE SERVICER WRITE A LETTER, REQUESTING THAT THE RULE/REQUIREMENT THAT MODIFICATION LOWER PRINCIPAL AND / OR INTEREST BE LOWER FOR A MODIFICATION AGREEMENT.

ALL THREE SERVICERS BREACHED THE CONTRACT BY NOT WRITING THE LETTER.

NATIONSTAR'S REASON FOR DENYING THE MODIFICATION WAS IT COULD NOT LOWER PAYMENT. THIS BREACH WAS A FAILURE TO PERFORM, HARMING THIS PETITIONER.

NATIONSTAR DID NOT PROPERLY APPLY PAYMENT. THE PETITIONER EXHIBIT 99 IS A RECORD OF PAYMENT. EXHIBIT 99 B A MORE DETAILED EXPLANATION OF THE INFORMATION IN EXHIBIT 99.

NATIONSTAR IS GUILTY OF NOT DOING EVERYTHING THEY COULD TO GET THE MODIFICATION APPROVED. THE PETITIONER PAYMENT WAS \$199. A MONTH FOR THE PRINCIPLE, WITH A 2% INTEREST RATE

THE RENAL INCOME AT THE TIME OF FILING WAS \$1000 A MONTH. THE LOSS OF INCOME WAS MORE THAN \$70,000,

NATIONSTAR'S VIOLATION OF THE RULE'S, LAW'S AND STATUES

24 25

42
39

ARE NUMEROUS, AS PRODUCED IN THESE EXHIBITS. THE PETITIONER HAS PRESENTED ONLY A FEW OF THE NUMEROUS CLASS/ ACTION SUITS LODGE AGAINST NATIONSTAR L.L.C. dba MISTER COOPER. AFTER THE HOUSING CRISIS NATIONSTAR REBRANDED IN AUGUST OF 2017, PROMISING TO CHANGE THEIR BEHAVIOR OF THE PAST. THE INDIVIDUAL AND CLASS-ACTION SUIT(S) THAT ENSURED, SHOWING A BLATANT LACK CONCERN FOR/ THE HOMEOWNER. HARMING THE HOMEOWNERS'.. *

THESE MATTERS ARE OF NATIONAL IMPORTANCE AS THIS DEFENDANT CONTINUES TO HARM THIS PETITIONER AND OTHER SIMILARLY SITUATED HOMEOWNERS WITH NATIONSTAR LOANS. NATIONSTAR CONTINUES TO BE FOUND GUILTY OF MANY CONSUMER PROTECTION BUREAU RULES, LAWS, AND STATUES. THESE ACTION SHOWS THAT NATIONSTAR MODUSANDI IS ONE THAT LACK OF CONCERN FOR THE HOMEOWNER. NATIONSTAR BEHAVIOR IS EGREGIOUS, AND LED TO THE NUMEROUS FILING OF CLASS ACTION SUITS.

THE AFFIDAVIT FROM CITI-BANKS SHOWS PAYMENTS WERE RECEIVED. THE SUBMISSION OF THE AFFIDAVIT SHOULD HAVE ENDED THIS WRONGFUL FORECLOSURE ACTION.

NATIONSTAR HARMED THIS LITIGANT AND WASTING THE COURTS AND HOMEOWERS TIME.

NATIONSTAR CLAIM TO CORRECT THEIR BAD BEHAVIOR, INSTEAD, IT MANIPULATED THE JUSTICE SYSTEM, WITH THE HOMEOWNER PAYING THE BILL.

THIS PETITIONER COMES ON BEHALF OF HIMSELF AND SIMILARLY SITUATED HOMEOWNERS WITH NATIONSTAR LOAN.

THEREFORE THIS PETITIONER COMES TO THE HIGHEST COURT OF THE LAND WITH THE PRAYER THAT THIS REVIEW WILL BRING JUSTICE. NATIONSTAR HARMS THE MOST VULNERABLE; THE SENIOR.

NATIONSTAR REVERSE MORTGAGE SCHEME(S) AND RACKE

25/26

W3
6/10

TEERING ARE PRIME EXAMPLE(S) OF THE COMPANY TAKING UNFAIR ADVANTAGE OF THE ELDERLY IN THE HOPES THEY WILL DIE AND NATIONSTAR d/b/a MISTER COOPER TAKES THE PROPERTY. THIS ACTION HARM'S THE FAMILY OF THE DECESSSES OR THE ELDERLY HOMEOWER.

THIS PETITIONER IS LEGALLY BLIND, NATIONSTAR CHANGED THE LOCKS AND PUT A LOCK BOX ON THE DOOR. THIS LEGALLY BLIND MORTGAGEE RETURNED HOME FROM CHURCH AT 11:00 P.M. UNABLE TO ENTER THE RESIDENCE. PEOPLE ARE ASSAULTED AND KILLED ON THE CORNER, AS POLICE RECORDS WILL COLLABORATE THE PETITIONER WAS COMFORTABLE STANDING OUTSIDE THE RESIDENCE NOT KNOWING WHAT WAS HAPPENING. NATIONSTAR OWNED THE PROPERTY COULD DO WHATEVER THEY WANTED. THIS PETITIONER REQUESTED THE PHONE RECORDS. MORTGAGE CONTRACTING SERVICES (THE PROPERTY PRESERVATION COMPANY HIRE BY NATIONSTAR) INFORMED TENANTS THAT THE PETITIONER NO WAS NO LONGER THE OWNER OF THE PROPERTY.

ILLINOIS IS A LIEN THEORY STATE MORTGAGES ARE CONSIDERED TO BE LIENS AGAINST THE PROPERTY. THE BREACH OF THE LOAN IN ANY FORMS IS A BREACH

THE HOMEOWNER AND MORTGAGE HOLDER, BOTH MUST ACT IN THE BEST INTEREST OF THE HOMEOWNER. NATIONSTAR DID NOT DO WHAT WAS NECESSARY. NATIONSTAR SHOWS NO TRUE CONCERN FOR THE INTEREST OF THE HOMEOWNER. BOTH PARTY MUST BE FAIR, TO OPERATE IN TRUTH. THE MORTGAGE COMPANY AND MORTGAGEE RELATIONSHIP IS OF UTMOST IMPORTANCE. INSTEAD OF DOING THE RIGHT THING, NATIONSTAR HAS FOUGHT TO STEAL THE PROPERTY.

NATIONSTAR, ONE OF THE LARGEST HOLDER OF LOANS IN THE UNITED STATES. WITH FULL FORCE, WHEN THE CIRCUIT COURT RECEIVED THE AFFIDAVIT FROM CITI-BANK, NATIONSTAR KNEW THE PETITIONER NEVER MISSED A PAYMENT. WHEN TOLBERT LOAN WAS TRANSFERRED TO NATIONSTAR, NATIONSTAR WAS IN CHAOS BECAUSE OF THE REBRANDING.

4/14

THE ERRORS WERE SERVICE RELATED. THE CASE ACTION SUIT CONFIRM THIS FACTS., THE EVIDENCE PRESENTED VERIFIES THAT NATIONSTAR IS GUILTY OF WRONGDOING. NATION STAR RETURNING PAYMENT WRONGFULLY SHOW THE COMPANYS ERROR WERE SYSTEMATIC.. NATIONSTAR HARMED THE PETITIONER AND SIMILARLY SITUATED HOMEOWNER WITH NATIONSTAR LOANS. HAS STOLEN THE PROPERTY, EVICTED THE PETITIONER WRONGFULLY. THE LOWER COURT HAVE FAILED IN THE JUDICIAL PROCESS OF DISCOVERY. THE SERVICER ROLE AND RESPONSIBILITY IN THE RELATIONSHIP IS DAMAGED. THE RELATED CASE ARE SO NUMEROUS, BUT THE PETITIONER ONLY SITED A FEW.

THE FORECLOSURE AND THE TENANT STOP PAYING RENT, GREATLY HARMING THE PETITIONER. THE PETITIONER HAS INCLUDED **EXHIBIT 7000** A COPY OF A CHECK THAT VERIFY THE RENT OF \$900. A MONTH. THE RENT PRIOR TO FORECLOSURE. THE CURRENT FOR THE SECOND FLOOR APARTMENT IS \$1300. A MONTH.

THIS FACT IS ALSO VERIFIED AND PROPERTY VALUE BY **EXHIBIT**

THE LOSS OF INCOME HAS GREATLY HARMED THIS PETITIONER;
+++++

EXHIBIT 600 IS FORM 1099-A ACQUISITION OR ABANDONMENT OF SECURED PROPERTY ; THE FORM GIVES THE PROPERTY AT \$225,000.WHICH IS AN AMOUNT SIMILAR TO ZILLOW AND OTHER PROPERTY VALUES SOURCES.

THE STRESS OF EVICTION DURING THE PANDEMIC. GREATLY HARMED THE PETITIONER. NATIONSTAR HAS VIOLATE THIS HOMEOWNERS CONSTITUTIONAL,CIVIL, AND CONSUMER PROTECTION BUREAU RIGHT, FRANK DODD RIGHT AND MANY MORE.

THE HARM DONE TO THIS PETITIONER AND MANY OTHER SIMILARLY SITUATED HOMEOWNER; HARMED BY NATIONSTAR'S GREED. THE AFOREMENTIONED IS WHAT MAKES THIS CASE OF NATIONAL IMPORTANCE. THIS PETITIONER PRAYS FOR CORRECTION IN THIS WRONGFUL FORECLOSURE ACTION. THIS PETI-

27 - 28

WS
AJL

TIONER DID NOT MISS A PAYMENT. NATIONSTAR DID NOT HAVE THE RIGHT TO ENTER THE RESIDENCE. THE ENTRANCE PRIOR TO THE GRANTING OF A JUDGMENT OF FORECLOSURE. IT IS APPARENT THAT NATIONSTAR HAS/IS HARMING THE ELDERLY AND IN THIS CASE ELDERLY DISABLED.

THIS PETITION FOR THE WRIT OF CERTIORARI MUST BE GRANTED BECAUSE OF THE CONTINUED HARM NATIONSTAR HAS DONE TO THIS AND SIMILARLY SITUATED HOMEOWNERS WITH NATIONSTAR LOANS.

THIS PETITIONER REQUEST PERMISSION TO EMAIL THE RECORD, THE RECORD IS TOO EXTENSIVE FOR THIS PETITIONER TO REPRODUCE. THE PETITIONER DOES NOT HAVE THE RESOURCES TO SUBMIT IT. THE RECORD SUBMITTED TO THE COURT OF APPEALS WAS OVER 1300 PAGES. THE SUBMISSION OF THE ORIGINAL AND TEN COPIES IS ALSO A HARDSHIP FOR THIS PETITIONER.

THIS LITIGATION COULD HAVE BEEN AVERTED BY ANY OF THE LOWER COURTS OR THE SERVICER(S) WRITING THE LETTER ON THE PETITIONERS BEHALF. THIS LETTER, REQUESTING THAT THE RULE THAT MODIFICATION LOWER MONTHLY PRINCIPAL AND OR INTEREST. THIS ACTION IS ANOTHER EXAMPLE OF BREACH OF CONTRACT.

THE REVIEW OF THE LOWER COURT MUST BE GRANTED. THE LOWER COURTS HAVE FAILED TO COMPEL THE DEFENDANT; NATIONSTAR TO COOPERATE IN DISCOVERY, UNDER RULE 37. THIS LACK OF COOPERATION, AND JUDICIAL ERROR HAS LED TO THIS WRONGFUL FORECLOSURE ACTION ARRIVING AT THE UNITED STATES SUPREME COURT. JUSTICE MUST PREVAIL.

DISCOVERY/ EVIDENCE IS A CRUCIAL PART/ ELEMENT OF THE JUSTICE SYSTEM, AND THAT MUST TAKE PLACE. BOTH PARTIES MUST BE TRUTHFUL AND TRANSPARENT. NATIONSTAR HAS NOT BEEN TRUTHFUL OR TRANSPARENT. NATIONSTAR HAS NOT MADE AN EFFORT TO COOPERATE IN DISCOVERY.

28 89

416
413

THE RULE 26 CONFERENCE IN THE DISTRICT COURT SHOULD HAVE TAKEN PLACE. IT WAS FORCED BOTH PARTLY TO PARTICIPATE IN THE DISCOVERY PROCESS.

THIS PRO-SE LITIGANT HAS INCLUDED PROOF OF REQUEST FOR INFORMATION AND NOTICE OF ERROR. NATIONSTAR HAS IGNORED EACH REQUEST.

A DEFICIENCY JUDGMENT CANNOT BE FAIRLY CALCULATED FAIRLY WITHOUT TRANSPARENCY.

THE SUBMISSION OF CLOSING DOCUMENTS. See NOTICE OF ERROR REQUEST FOR INFORMATION. NATIONSTAR VIOLATED 815 ILCS 505/2 FROM CH 121 1/2 PAR. 262 SEC.2 WHICH PROHIBITS THE USE OF DECEPTIVE FRAUD FALSE PRETENSES OR PROMISES OR OMISION OR CONCEALMENT, SUPPRESSION OR OMISSION OF FACT IS MATERIAL TO ABUSIVE DEALING IN TRANSLATION BY WITHHOLDING CLOSING DOCUMENT AND OTHER ERROR OR REQUEST FOR INFORMATION.

NATIONSTAR DID NOT HOLD THE NOTE, HAVING ALREADY SOLD THE NOTE TO U.S. BANK. SEE RECORDER OF DEEDS EXHIBIT

NATIONSTAR AND MORTGAGE CONTRACTING SERVICE ARE GUILTY OF RACKETEERING; USING THE MAILSYSTEM TO CHARGE PETITIONER TOLBERT FOR EXCESSIVE AND UNNECESSARY PROPERTY PRESERVATION CHARGES. NATIONSTAR CHARGES THE HOMEOWNER, THE PROPERTY PRESERVATION COMPANY MORTGAGE CONTRACTING SERVICE CHARGES NATIONSTAR, BOTH COMPANIES BENEFIT FROM THIS ILLEGAL ACTION. HUD ONLY ALLOWS PROPERTY PRESERVATION ON A VACANT OR ABANDONED PROPERTY. THESE CHARGES MAKING THE AMOUNT DUE AND OWING INCORRECT. THIS ERROR MAKES THE FORECLOSURE WRONGFUL. SEE VIOLATION OF THE RACKETEERING INFLUENCED AND CORRUPTION ORGANIZATION ACT'

THIS DOCUMENT CERTIFIES NATIONSTAR REFUSES TO DISCLOSE AND COOPERATE IN DISCOVERY; AND SANCTIONS. UNDER RULE 37.

29 88

4.1
114

THIS PETITIONER HAS INCLUDED DISCOVERY REQUEST MADE BY THIS PETITIONER; TO NATIONSTAR dba MISTER COOPER. THE AFOREMENTIONED REASONS ASSERTED IN THE FEDERAL QUESTION(S) PROVE/SHOW THAT THE WRIT OF CERTIORARI MUST BE GRANTED:

BECAUSE OF THE AFOREMENTIONED FACTS.

- ◆ 1 NATIONSTAR VIOLATED RULE 37; FAILURE TO DISCLOSE; COOPERATE IN DISCOVERY AND SANCTIONS.
- 2. RACKETEERING VIOLATION OF THE RACKETEERING INFLUENCED AND CORRUPTION ORGANIZATION ACT.
- 3. NATIONSTAR BREACH THE MORTGAGE CONTACT BY:
 - A. FAILING IN ITS FIDUCIARY RESPONSIBILITY TO WRITE THE LETTER OF WAIVER AT THE REQUEST OF THE PETITIONER AS DIRECTED BY/ PER REQUEST BY FREDDIE MAC;
 - B. CORRECTLY APPLYING PAYMENT / INCORRECTLY RETURNING PAYMENT(S);
 - C. IDENTIFYING PETITIONERS MODIFICATION STATUS;
 - D. VIOLATING 120 DAY RULE;
 - E. NATIONSTAR IS GUILTY DUAL TRACKING CONTINUED FORECLOSURE WHILE PETITIONER TOLBERT SOUGHT MEDIATION/MODIFICATION.

30 31

44
14

THIS PETITIONER HAS INCLUDED DISCOVERY REQUEST MADE BY THIS PETITIONER; TO NATIONSTAR dba MISTER COOPER. THE AFOREMENTIONED REASONS ASSERTED IN THE FEDERAL QUESTION(S) PROVE/SHOW THAT THE WRIT OF CERTIORARI MUST BE GRANTED:

BECAUSE OF THE AFOREMENTIONED FACTS.

- * 1 NATIONSTAR VIOLATED RULE 37; FAILURE TO DISCLOSE; COOPERATE IN DISCOVERY AND SANCTIONS.
- 2. RACKETEERING VIOLATION OF THE RACKETEERING INFLUENCED AND CORRUPTION ORGANIZATION ACT.
- 3. NATIONSTAR BREACH THE MORTGAGE CONTACT BY:
 - A. FAILING IN ITS FIDUCIARY RESPONSIBILITY TO WRITE THE LETTER OF WAIVER AT THE REQUEST OF THE PETITIONER AS DIRECTED BY/ PER REQUEST BY FREDDIE MAC;
 - B. CORRECTLY APPLYING PAYMENT / INCORRECTLY RETURNING PAYMENT(S);
 - C. IDENTIFYING PETITIONERS MODIFICATION STATUS;
 - D. VIOLATING 120 DAY RULE;
 - E. NATIONSTAR IS GUILTY DUAL TRACKING CONTINUED FORECLOSURE WHILE PETITIONER TOLBERT SOUGHT MEDIATION/MODIFICATION.

3132

49
186

RELIEF:

1. THIS PETITIONER IS ASKING FOR THIS WRIT OF CERTIORARI TO BE GRANTED;
2. THE MAXIMAL RELIEF FOR EACH VIOLATION;
3. 70,000. FOR THE LOSS OF RENTAL INCOME;
4. 40,000 FOR CIVIL RIGHTS AND CONSTITUTIONAL RIGHT VIOLATION OF ENTER RESIDENCE PRIOR TO FORECLOSURE;
5. \$30,000 FOR THE WRONGFUL FORECLOSURE;
6. 25000 FOR RACKETEERING;
7. \$50,000. FOR PAIN AND SUFFERING;
8. AND ANY OTHER RELIEF DEEMED CORRECT BY THIS COURT.

50
51
52 53
44