

No:

In Supreme Court of United States

JODY D KIMBRELL

Petitioner

v.

BANK OF AMERICA, NA, etal

Respondent

_____*_____

MOTION FOR LEAVE TO PROCEED IN FORMA PAUPERIS

NOW comes Jody D Kimbrell, and petitions for leave to proceed in Forma Pauperis. Petitioner has requested previously to file under forma pauperis was denied.

Since then, financial circumstances have changed leaving petitioner only her social security income to declare as stated on attached declaration in support of motion.

April 1, 2024

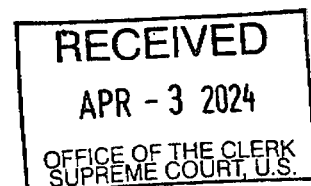
Respectfully remitted

"/s/" Jody D Kimbrell

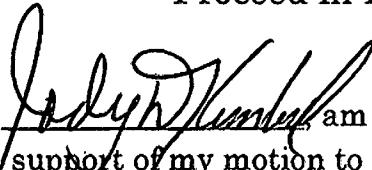
6608 N University St
Peoria, IL 61614

309 678-3857

jody513@comcast.net



Declaration In Support of Motion for Leave to
Proceed in Forma Pauperis

I, , am petitioner, attached hereto in above-entitled case.
In support of my motion to proceed in forma pauperis, I state because of my poverty
I am unable to pay costs of this case and believe I am entitled to redress.

I am filing this case without any support of my spouse and attaches income source
as follows:

INCOME Source	Petitioner
Social Security	\$747
Rental Income	\$ 635
(renter is seeking elderly housing will be leaving in next three months)	

Total monthly income \$1382

Cash in Checking account \$ 3608

Petitioner collected Breyer horses and is in process of selling them for living
expenses.

Spouse has IRA account in his name and petitioner has no access

Petitioner owns townhouse appraised at \$205,000. Cannot mortgage because of
Bank of America, NA actions in this case.

Petitioner is paying for a 2021 Chevy Colorado truck. \$32,000 and 2022 Chevy
Colorado \$48,000 spouse provides financial help payments

Monthly expenses

Utilities	\$485 avg
Food	\$100 avg
Medical—Medicare Humana	
Gas	\$160 avg

Insurance	vehicles	\$232
	Twnhs	\$47
Truck	2021	\$585
Truck	2022	\$887

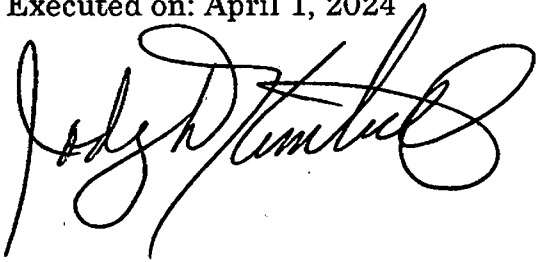
Total \$2496

Have remitted writ to a booklet printer who wants \$2000 to print booklets for this case however sales of Breyer horses have been slow.

As stated in attached Writ for Certiorari, Bank of America, NA Samuel Marincic took Petitioners property with a forged MERS FHA mortgage, totally upending petitioners' life, and as stated Bank of America, NA did not contact petitioner prior to filing foreclosure in violation of federal law stated in Title 24 invoking Supremacy Clause of US Constitution.

I declare under penalty of perjury foregoing is true and correct.

Executed on: April 1, 2024

A handwritten signature in black ink, appearing to read "Jody D. Tumbul", written in a cursive style.

CERTIFICATE OF SERVICE

I, Jody D Kimbrell certify that, on the date set forth below, the foregoing under penalties as provided by law pursuant sect 1-109 of the Code of Civil Procedure, an original copy of;

MOTION FOR LEAVE TO PROCEED IN FORMA PAUPERIS

has been sent by FEDEX to

Supreme Court of the United States
Clerk of the Court
1 First Street, NE
Washington, DC 20543

April 1, 2024

"/s/" Jody D Kimbrell

6608 N University St
Peoria, IL 61614

309 678-3857 jody513@comcast.net

No:

In Supreme Court of United States

JODY D KIMBRELL

Petitioner

v.

BANK OF AMERICA, NA, etal

Respondent

_____*_____

On Petition For Writ Of Certiorari
To Supreme Court Of United States
From Supreme Court Of Illinois

_____*_____

PETITION FOR WRIT OF CERTIORARI

_____*_____

Jody D Kimbrell
6608 N University St
Peoria, IL 61614
309 678-3857
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Petitioner/Pro Se

April 1, 2024

QUESTION PRESENTED FOR REVIEW

When an Illinois Trial Court judgment is in opposition of federal FHA regulation previously ruled requirement by multiple state appellate courts that FHA lenders are mandated under Federal Title 24 to meet face to face with mortgagor before filing FHA foreclosure complaint. Illinois State's Highest Court refused to address Tenth Judicial Trial Court granting judgment in opposition of federal law.

Housing and Urban Development (HUD) FHA regulation requires written evidence of compliance of face-to-face meeting with mortgagor, prior to filing an FHA foreclosure complaint, written by Congress, must be completed by lenders to participate in federal FHA mortgage programs. Title 24 regulation is supreme over state court action pursuant Supremacy Clause of US Constitution.

Federal Question

If FHA lender Bank of America, NA was not in compliance pursuant federal regulation under Title 24 C.F.R. § 203.605 of Federal FHA face to face meeting with mortgagor before filing foreclosure complaint 12/18/2018;

Do Appellate court opinions mandate FHA lender compliance to Federal Title 24 face to face meeting render Illinois Tenth Circuit complaint 18-CH-420 Void Ab Initio under federal law?

Parties To Proceedings

Jody D Kimbrell, petitioner

Bank of America, NA, respondent

Samual Marincic, respondent

Housing and Urban Development, respondent

Related Proceedings

18-CH-420 Illinois Tenth Judicial Circuit Ex A

4-23-0566 Illinois Fourth Appellate District Ex B

129936 Supreme Court of Illinois Ex C

Federal Statutory Provision Involved

Official HUD guidelines for FHA program are written for mortgage lenders -- not consumers. Lenders are mandated by Federal Title 24 regulations to participate in all FHA mortgage programs. Guidelines are 454 pgs.:

<https://portal.hud.gov/hudportal/documents/huddoc?id=41552HSGH.pdf>

12 C.F.R. §§ 1024.39, 1024.41 Title 24 C.F.R. § 203.605

Supremacy Clause Article VI, Clause 2

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Jurisdiction

Jurisdiction of this Court is invoked under 28 USC 1254(1)

PETITION FOR WRIT OF CERTIORARI

Jody D Kimbrell (Kimbrell) respectfully petitions for writ of certiorari of Supreme Court of Illinois 129936 judgment sidestepping Illinois Fourth Appellate Dist. and Tenth Judicial Circuit judgments opposition to Appellate Court rulings based on Federal Title 24 FHA mortgage requirements FHA lenders must complete before filing an FHA foreclosure complaint into their court.

This Case presents vehicle to establish legal standards for state trial courts granting judgments to FHA lenders, in opposition of mandatory compliance of Housing and Urban Development (HUD) regulation under federal Title 24 as written by Congress. Federal law is supreme over state court action pursuant Supremacy Clause of US Constitution

[US Constitution, and Laws of United States which shall be made in thereof; and all Treaties made, or which shall be made, under Authority of United States, shall be supreme Law of Land.] Compliance failure voids FHA lender foreclosure complaints under federal law.

In case of *California v. ARC America Corp.*, 490 U.S. 93 (1989), this Supreme Court held if Congress expressly intended to act in an area, this would trigger enforcement of Supremacy Clause, and hence nullify state action.

This Supreme Court further found in *Crosby v. National Foreign Trade Council*, 530 U.S. 363 (2000), state law could be found unconstitutional under Supremacy Clause if "state law is an obstacle to accomplishment and execution of

Congress's full purposes and objectives" Congress need not expressly assert any preemption over state laws either, Congress may implicitly assume this preemption under US Constitution. see *Crosby v. National Foreign Trade Council*, 530 U.S. 363, 386-388. When lower courts are in opposition to appellate court's rulings based on Federal statutes Title 24, written by Congress for FHA Mortgage programs, under Supremacy Clause of US Constitution federal law voids state court actions.

Judges in every State shall be bound thereby, anything in Constitution or Laws of any State to Contrary notwithstanding would end trial court rubber stamping FHA foreclosure malfeasance in complacency of FHA lender intentional deception to gain something of value by fraud, waste and abuse. Fraud on the court occurs when judicial machinery itself has been tainted, when an attorney, an officer of the court, is involved in perpetration of a fraud or makes material misrepresentations to court. Fraud upon court makes void all orders and judgments of that court. An inactive Illinois notary cannot notarize in Ohio. SCR 40-41; all borrower identities are required, Kimbrell was Clayton maiden name Blair SCR 42

Statement of Case

Supreme Court of Illinois denied Motion for Leave to Appeal 129936 (EX C) from Illinois Fourth Dist. Appellate Court No. 4-23-0566 order case for 735 ILCS 5/2-1401) (from Ch. 110, par. 2-1401 mooted (EX B), court confusing it with 18-CH-420 foreclosure case. Illinois Tenth Judicial Circuit case 18-CH-420 judgment

granted (EX A), in opposition of Appellate rulings of Federal Title 24 Regulations for FHA Mortgage programs voiding lender foreclosure complaint.

If federal regulations are alleged violated and regulated procedures foreclosing an FHA mortgage are in question, federal law specifies FHA lender actions prior to a foreclosure complaint, summary judgment is denied pursuant Title 24 Subtitle B (100-4199) Regulation relating to HUD, Chp. II (200-299) Subchapter A Part 200 FHA Programs, Subchapter B (201-267).

Illinois Tenth Judicial Circuit. 18-ch-420 ruled in opposition of Appellate court rulings of Federal Title 24 regulation, granting judgment when Bank of America, NA was not in compliance of Title 24 prior to filing FHA foreclosure complaint 18-CH-420.

Whenever trial court makes conclusions of law, that determination is not due deference, Court of Appeals gives to trial courts on discretionary matters, a Court of Appeals will review conclusions of law de novo, "from beginning." For legal conclusions, "de novo consideration", reviewing court performs same analysis a trial judge performs." *Tyler*, 2015 IL App (1st) 123470. To avoid answering judge's orders, Bank of America, NA changed law firms five times and lawyers 21 times. SCR 56

Bank of America, NA argued appeal 4-23-0566 was for 18-ch-420 filed too late when appeal was for denied Sec 1401 Petition, (an Illinois new case procedure) by

which final orders, judgments, and decrees may be vacated more than 30 days after time for appeal has expired; Purpose of a section 2-1401 petition brings before court facts not appearing in the record which, if known at time judgment was entered, would have prevented judgment)

Supreme Court of Illinois “reviews fact-finding and credibility determinations for manifest error, questions of law de novo.” *People v. Tyler*, 2015 IL App (1st) 123470, citing *People v. Morgan*, 212 Ill. 2d 148, 155 (2004) by) instead denied PLA, sidestepping giving opinion that;

FHA lenders must comply to Federal Title 24 regulations to foreclose FHA mortgages as instrumentalities of the Federal Government. *Marquette*, 439 U.S. at 308; *McCulloch v. Maryland*, 17 U.S. (4 Wheat.) 316 (1819)

As relevant here, Title 24 mandates “any approved FHA lender” can make, arrange, purchase or sell loans or extensions of credit secured by liens on interests in real estate under Title 24 restrictions, and must complete all policies of Housing and Urban Development. This broad grant of real-estate lending power requires FHA lenders to adhere to federal statutes and regulations for participation in FHA program.

Bank of America, NA exists subject to Federal regulations. *Cantero, Hymes Harwayne-Gidansky vs Bank of America* SCOTUS No. 22-529.

National banks are instrumentalities of federal government; *Watters v. Wachovia Bank, N.A.*, 550 U.S. 1, 11 (2007); *Jesinoski et ux. v. Countrywide Home Loans, Inc.*, et al. No. 13-684 729 F.3d 1092; *Barnett Bank of Marion Cnty., N.A. v. Nelson*, 517 U.S. 25, 32 (1996).

In Illinois mortgage foreclosure cases can yield surprising results in recent opinion issued in *Freedom Mortg. Corp. v. Olivera* 2021 IL App (2d) 190462. In *Olivera*, Appellate Court for Illinois' Second District ruled mortgage lenders attempting to foreclose an FHA-insured mortgage must demonstrate strict compliance with HUD regulation mandating face-to-face meetings, requiring lender be in strict compliance of federal regulations to have protections provided to them to originate FHA mortgages.

FHA (Federal Housing Administration) Has Strict Compliance Regulation

Paragraph 9(d) states in whole: "Regulations of HUD Secretary. In many circumstances regulations issued by Secretary will limit lender's rights, in case of payment defaults. This Security Instrument does not authorize acceleration of foreclosure if not permitted by regulations of HUD Secretary."

HUD Face-to-Face Meeting Requirements

National Housing Act of 1934 (Housing Act) created Federal Housing Administration (FHA) to encourage construction of affordable housing. Housing Act expressly affirmed "national goal . . . of a decent home and a suitable living environment for every American family." U.S. Department of Housing and Urban Development (HUD) administers Housing Act's various housing programs, includes providing mortgage insurance on loans made by FHA-approved lenders to borrowers

In connection with administering FHA-insured loan program, HUD promulgates regulations governing servicing of FHA-insured loans.

These regulations include requirement lenders must “have a face-to-face interview with mortgagor.

Under Title 24 regulations, “reasonable” effort to arrange a face-to-face meeting” requires at least “one letter sent to mortgagor certified by Postal Service as having been “dispatched” and “at least one trip to see mortgagor at mortgaged property.” Written evidence, verifying requirement is filed with complaint and must be attached at inception.

HUD-mandated language in FHA-insured mortgages precludes lenders from “requiring immediate payment in full of all sums secured” when limited by HUD regulations, and it specifies mortgage “does not authorize acceleration or foreclosure if not permitted by [HUD regulations].” HUD-mandated language for FHA-insured mortgage notes includes substantively identical provisions. Many courts — including appellate courts in Illinois — hold these provisions in mortgage and note incorporate HUD regulations into parties’ mortgage contract, and most courts agree therefore incorporates HUD’s face-to-face meeting requirement.

Court precedence hold FHA mortgages/notes incorporate HUD regulations into lenders’ obligations under loan documents, typically rely on regulatory language found in Section 203.500, which specifies HUD’s intent “no mortgagee shall commence Foreclosure, acquire title to a property or sell property until requirements of this subpart [Subpart C, Sections 203.500 to 203.681] have been followed.

" Similarly, Section 203.606 provides that "before initiating foreclosure, mortgagee must ensure that all servicing requirements of [Sections 203.500 to 203.681] have been met."

Courts predominantly interpret these provisions as requiring substantial compliance with relevant sections before filing a foreclosure complaint. HUD's face-to-face meeting requirements specify they are prerequisites to acceleration or foreclosure.

Therefore, it is reasonable to conclude HUD intended for loan documents to incorporate face-to-face meeting requirement according to its own published understanding of controlling terms and regulations.

Court will find no evidence of Bank of America, NA compliance of Title 24 face to face requirement in court record.

Reasons For Granting Writ

National Trend on Applying HUD Face-to-Face Meeting Requirements

Face-to-face meeting regulation qualifies as a pre-condition to acceleration and foreclosure under HUD's explicit policy statement on governing mortgage language, requires lenders to comply with HUD's face-to-face meeting requirement before foreclosing.

Most states require lenders to comply with HUD regulations before filing a foreclosure complaint. New York Supreme Court's commonly cited opinion in

U.S. Bank Nat'l Ass'n v. McMullin 55 Misc. 3d 1053 (N.Y. Sup. Ct. 2017) 55 Misc. 3d 1053

McMullin court analyzed standard language in HUD-approved mortgage and note, concluded loan documents “established a condition” precedent to suit, occurrence of which [lender] must establish as part of its prima facie case” to foreclose.

In determining if lender had substantially complied, court considered HUD’s regulatory language “before initiating foreclosure, mortgagee must ensure that all servicing requirements . . . have been met.”

In other words, when a court examines HUD’s language requiring lenders to “ensure all servicing requirements . . . have been met,” they conclude, when read in context, language constituted a constructive condition subject to strict — compliance. Court found additional support for its ruling of strict interpretation, noting HUD regulations, promulgated in respect to federal agency’s role as an insurer of mortgages, were intended to create a permanent and impenetrable barrier to foreclosing” where a lender failed to conduct a face-to-face meeting.

Courts throughout this country have examined HUD’s face-to-face meeting requirement, employed a similar analysis and reached similar results.

Many Trial courts rubber stamp whatever an FHA lender sticks in front of them, Tenth Judicial Circuit accepted an alleged forged 2013 “MERS” FHA mortgage as factual.

Bank of America, NA Was Not In Compliance of Title 24

On December 18, 2018 Recontrust, Inc, a shell corp. of Bank of America, NA filed foreclosure complaint using a completely redacted void of all identity courthouse copies of an alleged forged" MERS" FHA mortgage with;

A rubber stamped endorsed undated note and assignment from MERS as nominee mortgagee-an electronic tracking system with NO employees, signed by a MERS "asst secretary". Exhibit E

Bank of America, NA affidavit was non-employee name from phone book as a VP, further notarized by non-existent TX notary.

Not attached, any proof Bank of America, NA complied with Title 24 demand of strict compliance of required events PRIOR to filing foreclosure complaint.

FHA mortgages are nationwide. State appellate courts enforce federal regulation by remand, set aside, vacate and Void Ab Initio if FHA lenders are not in compliance. Illinois Fourth Dist. appellate mooted wrong case, deceived by Bank of America, NA. (EX B)

Federal Title 24 is Mandated Law for FHA Mortgage Lenders

Property location doesn't give Bank of America, NA pass of a state court not understanding Title 24 regulation requirements all FHA lenders must complete before filing an FHA foreclosure. Illinois Tenth Circuit v *Freedom Mortg. Corp. v. Olivera* 2021 IL App (2d) 190462.

In *Olivera*, Appellate Court for Illinois' Second District ruled mortgage lenders attempting to foreclose an FHA-insured mortgage must demonstrate strict compliance with a HUD regulation mandating face-to-face meetings.

See Pennsylvania; *Bank of New York Mellon v. Ellis*, PA Super April 23, 2012 (summary judgment in foreclosure reversed re no showing of compliance with FHA servicing requirements); *Beneficial Consumer Discount Co. v. Vukman*, 2012 PA Super 18 (court set aside mortgage foreclosure sheriff sale based on defect in Act pre-foreclosure notice)

Illinois Tenth Circuit turned off recording of summary judgment hearing Bank of America, NA was not in compliance with HUD's face-to-face meeting requirement then struck Kimbrell's motion for reconsideration by blank order email as Illinois Appellate Second District opinion Title 24 requirements compliance is demanded of HUD'S approved FHA lenders. [Trial court granted borrower's motion to dismiss third foreclosure action filed in 2017, finding lender had failed to meet a condition precedent to filing its complaint when it failed to conduct a face-to-face meeting. Second District affirmed trial court's dismissal.]

Third District's *Denton* Opinion

Second District's *Olivera* opinion relied heavily on *Bankers Life v. Denton* 458 N.E.2d 203 (Ill. App. Ct. 1983) a 1983 decision from Illinois's Third District.

In *Denton*, Third District considered whether borrowers could raise a lender's failure to comply with HUD regulations — including face-to-face requirement — as affirmative defenses to a foreclosure. It held they could.

Accordingly, court held borrowers could raise HUD non-compliance as an affirmative defense in a mortgage foreclosure, because “HUD’s withdrawal of a mortgagee’s approval to participate in FHA mortgage insurance program after repeated violations of servicing requirements is useless remedy for individual faced with immediate problem of a foreclosure action. Illinois Tenth Circuit struck Kimbrell’s non-compliance defense when;

Olivera’s ruling voided complaint in its entirety, relied on *Denton* to impose a new strict compliance standard for HUD regulations in Illinois.

Illinois Supreme Court on HUD Regulations

In *Bank of America, NA v Adeyiga* 2014 IL App (1st) 131252

[In mortgage foreclosure action, if a grace period notice was sent but Plaintiff did not wait 30 days to file its suit, judicial sale cannot be confirmed, and any judicial sale must be vacated per Section 15-1508 of Foreclosure Law, and case must be dismissed. If grace period notice was sent and Plaintiff waited 30 days before filing suit, then judicial sale may be confirmed. (PALMER and McBRIDE, concurring.)]

Bank of America, NA did not send notice, call or set up a meeting just appeared 12/18/2018 with complaint for foreclosure in violation of Title 24 regulation. It is important, both *Olivera* and *Denton* explains how Illinois courts must apply HUD regulations governing FHA-insured mortgage loans.

Illinois Tenth Judicial Circuit ruled in total opposition to multiple Appellate precedence rulings including Illinois Appellate Court by rubber-stamping foreclosure.

FHA Mortgage Enforces Severe Penalty for Non-Compliance Title 24 or Abusive Foreclosure Practices

NEW YORK, Feb 22, 2023 (Reuters) - Bank of America Corp (BofA) (BAC.N) amassed \$1.2 billion in expenses for litigation and regulatory investigations last year including fines and settlements, according to a company filing on Wednesday.

BAC Home Loans, did business as Countrywide Home Loans Servicing, LP before it was acquired by Bank of America in 2008, agreed to the FTC settlement in conjunction with a \$25 billion, Global Civil Settlement Bank of America and four other largest U.S. banks reached with U.S. Department of Justice and state attorneys general to resolve allegations of abusive foreclosure practice

(BAC Home loans was a servicer of Kimbrell's paid 2007 FHA mortgage)

Other State Appellate Court Opinions

In Healey v. Wells Fargo, 2012 WL 994564 (Pa.Com.Pl.), CCP Lackawanna, March 12, 2012. Court declined to dismiss (preliminary objections) breach of contract, UDAP, fraud in execution and promissory estoppel counts in action seeking to enforce HAMP trial plan. Court sustained p.o.'s re fraud in the inducement. Jones v. Wells Fargo, 2012 Bankr LEXIS 1450 (E.D. La. 2012) (debtor

awarded punitive damages of \$3.1M against Wells Fargo for servicing abuses). Court declared that Wells Fargo exhibited “reprehensible” actions.

In face-to-face meeting situation, FHA mortgage contract specifically incorporates applicable regulation or expressly indicate agreement thereto. Rather, loan documents prohibit acceleration or foreclosure “if not permitted” by HUD regulations. New York Supreme Court recognized question then it becomes whether lender timely completed face-to-face meeting requirement. Lender must produce documents to prove they complied.

Illinois Tenth Circuit accepted blank FHA documents as discovery Bank of America, NA claimed were “like” ones Kimbrell signed, admitted they did not have any original closing FHA documents, appraisal even producing an unsigned HUD-1 statement Tenth Circuit readily accepted as evidence of a legitimate FHA mortgage.

Constructive Conditions of Exchange Versus Conditions Precedent

Like in New York, Illinois courts have distinguished between constructive conditions and conditions precedent. Illinois courts “define a condition precedent as one which must be performed either before a contract becomes effective or which is to be performed by one party to an existing contract before other party is obligated to perform.” A forged contract is void under Illinois and Federal law.

Tenth Judicial Circuit struck Kimbrell’s allegations of an alleged forged “MERS” 2013 FHA mortgage/note, Bank of America, NA filed redacted of all identity attached to 18-CH-420 foreclosure complaint SCR 27-39; Originated by

Bank of America, NA employee Jason Lee Weaver, identified on Vantage Point Bank document EX E SCR 44, Closed by PA Securities for FHA mortgage document fraud 2014; Notarized by Inactive Illinois notary SCR 40-41; Incompetent if she could notarize in Ohio. SCR 42; And released 2007 PD FHA mortgage SCR 43.

Bank of America, NA foreclosed Kimbrell alleged forged 2013 MERS FHA mortgage with numerous FHA case numbers, over \$800k of insured FHA mortgages sold to GNMA July 30, 2013. EX F SCR 45. Bank of America, NA can collect on numerous FHA insured mortgages, with one foreclosure complaint. SCR 46

MERS is a shell corp. and a "MERS" FHA mortgage does not exist in FHA programs. Using one property with numerous FHA case numbers, creating insured FHA mortgages, gives appearance HUD is complacent of FHA lender waste, fraud and abuse. SCR 62; Accepting an incomplete mortgagee title policy typed with updated 2018 Microsoft fonts for a 2013 FHA mortgage. EX G SCR 47-50

Multiple parties, taken from Kimbrell's 2022 HUD FOIA demand participated in fraud, waste and abuse EX H SCR 51-56

Kimbrell is a 32 yr. Illinois licensed managing Real Estate broker and knows what is required on a legitimate title policy.

Title 24 does not give "pass" to Bank of America, NA alleged fraud waste and abuse. HUD demands every FHA lender that participates in FHA programs must follow federal law.

Applying HUD Regulations with Force and Effect of Law

HUD regulations, incorporated into an FHA-insured mortgage is not a typical mortgage loan. Appellate courts treat HUD's regulations as having "force and effect of law", independent of parties' mortgage contract.

Title 24 reads lenders must accelerate to foreclose "except as limited by regulations issued by [HUD]." An FHA Mortgage "does not authorize acceleration or foreclosure if not permitted by regulations of [HUD]", strictly construing condition at issue, precludes acceleration and foreclosure if prohibited by HUD regulations.

HUD's face-to-face meeting requirement specifically states that it is a prerequisite to foreclosure.

Section 203.500 specifies HUD's intent "that no mortgagee shall commence foreclosure . . . until the requirements of [Sections 203.500 to 203.681] have been followed."

Similarly, Section 203.606 requires "before initiating foreclosure, mortgagee must ensure all servicing requirements of [Sections 203.500 to 203.681] have been met, reads: "Mortgagee shall not commence foreclosure unless requirements of [Sections 203.500 to 203.681] have been met."

And reads: "Mortgagee may not commence foreclosure for monetary default unless "Section 203.604 — which creates HUD's face-to-face meeting requirements by express terms, lenders "must" conduct a face-to-face interview or make

reasonable efforts to arrange such an interview. Section outlines when FHA lenders should conduct or make a reasonable effort to arrange interview.

As with Sections 203.500 and 203.606, HUD used language that made compliance with Section 203.604 a prerequisite to acceleration and foreclosure.

Title 24 regulation reads: "Mortgagee shall not commence foreclosure for a monetary default unless it has a face-to-face interview with mortgagor, or makes a reasonable effort to arrange such a meeting, before filing foreclosure.

Title 24 precludes foreclosure where FHA lenders fail to "notify mortgagor . . . mortgagor is in default and mortgagee intends to foreclose unless mortgagor cures default,"

In other words, HUD-mandated language in FHA-insured mortgages in accordance with HUD's own Notice of Policy provides borrowers with same protections they would receive under non-FHA mortgages. FHA lenders are required to notice borrower by mail, by face to face and by coming to property to interview.

Kimbrell is still waiting to receive any notice from Bank of America, NA they were filing foreclosure against her property.

September 18, 2018, Kimbrell received letter Bank of America, NA fraud dept. was "investigating" claim of an alleged forged 2013 MERS FHA mortgage against her property. It was last contact before foreclosure complaint December 18, 2018 was served. Phone number, on letter was disconnected.

Housing Act's Purpose

Illinois Second District in *Olivera* addressed Title 24 regulations' plain language, or HUD's specific explanation about which regulation it intended to bar foreclosure under mortgage. Extensively quoting Third District's opinion in *Denton*, Second District's *Olivera* ruling recites Housing Act's purpose "to assist in providing a decent home and suitable living environment for every American family.

" According to *Olivera* and *Denton*, HUD's wording sufficiently protects "individual faced with immediate problem of foreclosure action." Court in *Olivera* followed plain language of HUD's regulations to impose a strict compliance standard on face-to-face meeting requirement and;

Both *Olivera* and *Denton* understood Housing Act created FHA during Great Depression to achieve "realization as soon as feasible of goal - a decent home and a suitable living environment for every American family."

Congress's purpose in pursuing policies to realize this goal to "contribute to development of communities and advancement of growth, wealth, and security of this Nation."

Olivera and *Denton* courts recognized Congress's purpose to protect community development and national growth to individual homeowners ensures an FHA lender's compliance with HUD regulations.

Supremacy Clause

Congress designed Housing Act to create programs to help communities grow so “every American family” could have “a decent home and a suitable living environment.” This included programs to encourage lenders to make mortgage loans to borrowers who may not qualify for financing needed to purchase a home.

FHA mortgage programs fully insure FHA lenders from “any” losses.

Bank of America, NA is required under federal law to notice Kimbrell prior to foreclosing their alleged forged 2013 MERS FHA mortgage.

Tenth Judicial Circuit in opposition of Appellate Court opinions, allowed Bank of America, NA to file alleged forged 2013 “MERS” FHA mortgage with numerous insured FHA case numbers, phonebook name on affidavit and scrivener error manipulations to include an un-named on complaint owner of a separate addressed property as a vacant lot, taking their home without any notice.

An alleged forged 2013 MERS FHA mortgage is HUD’s jurisdiction what action they take for Bank of America, NA--Marincic alleged title theft using a federal insured mortgage program taking something of value by fraud. Marincic was in full compliance and total knowledge of Bank of America, NA alleged forged 2013 MERS FHA mortgage. Bank of America, NA never took title of Kimbrell’s properties as second party. Marincic filed affidavit into Fourth Dist. Appellate he was third party, deceiving appellate court to moot appeal, took title of stolen

property. To complete cover-up Bank of America, NA filed into federal IRS record against Kimbrell EX I SCR 57

Bank of America, NA and Samuel Marincic stole Kimbrell's properties with alleged forged 2013 "MERS" FHA mortgage by deceiving courts when

Bank of America, NA was not in compliance of Title 24 C.F.R. § 203.605 face to face meeting requirement before filing an FHA foreclosure complaint.

Tenth Judicial Circuit rubber stamped an FHA foreclosure in opposition of appellate court opinions Title 24 requires face to face meeting is demanded by HUD.

Failure to comply, FHA lender Bank of America, NA voided 18-CH-420 in its entirety.

HUD Effectively Requires FHA Lenders Follow Their Regulations

Congress gave responsibility for administering Housing Act to HUD. Misconduct is prosecuted to deter violations of fraud, waste and abuse of a federal mortgage program.

Nature of law is to maintain justice. In minds of people, law and justice are one in same and in all, a strong disposition to believe anything lawful is legitimate. This belief, so widespread, many have erroneously held things because law makes it so.

In order to make plunder appear just, it is only necessary for state courts to decree, making plunder legitimate; An FHA lender appear credible.

Tenth Judicial Circuit, Fourth District Appellate and Supreme Court of Illinois record will confirm Bank of America, NA was not in compliance of Title 24

requirement that demands FHA lenders must complete face to face meeting before foreclosing an FHA mortgage. Compliance proof must be attached at inception to foreclosure complaint. *Olivera* made Title 24 face to face meeting requirement precedent ruling in Illinois. Bank of America, NA compliance is mandated by federal law.

Illinois courts interpret administrative regulations under same rules applied to statutes. *Olivera* created strict compliance standard for interpreting HUD's face-to-face meeting requirement.

Bank of America, NA non-compliance, by multiple State appellate court opinions of Title 24 face to face meeting is required, renders 18-CH-420 Void Ab Initio.

Conclusion

Petition for Writ of Certiorari should be granted.

Respectfully remitted this 1st day April, 2024

"/s/" Jody D Kimbrell

VERIFICATION BY CERTIFICATION

Under penalties as provided by law pursuant to Section 1-109 of Code of Civil Procedure, undersigned certifies statements set forth in this instrument are true and correct, except as to matters therein stated to be on information and belief and as to such matters undersigned certifies as aforesaid, she verily believes same to be true.

April 1, 2024

"/s/" Jody D Kimbrell

No:

In Supreme Court of United States

JODY D KIMBRELL

Petitioner

v.

BANK OF AMERICA, NA, etal

Respondent

*

CERTIFICATE OF COMPLIANCE

As required by Rule 33.1(h)

I, Jody D Kimbrell certify above captioned case complies with word limitations of this Court, containing total 4966. Word limits do not include documents exempt by rule 33.1(d). Word processing system used is Microsoft Word.

I declare under penalty of perjury this document contains an accurate word count according to word count in program

April 1, 2024

"/s/" Jody D Kimbrell

6608 N University St

Peoria, IL 61614

309 678-3857

jody513@comcast.net

No:

In Supreme Court of United States

JODY D KIMBRELL

Petitioner

v.

BANK OF AMERICA, NA, etal

Respondent

*

PROOF OF SERVICE

*

I, Jody D Kimbrell, do swear on this date, April 1, 2024 as required by SCR 29, I have served enclosed Writ for Certiorari by serving on each party to above proceeding or that party's counsel, and on every other person required to be served by delivery to a third-party commercial carrier for delivery within 3 calendar days, those served as follows under service rule Additional service required if a party is Federal Agency

Solicitor General of United States
RM 5616
Dept. of Justice
950 Pennsylvania Ave. NW
Washington, DC 20530

I declare under penalty of perjury; foregoing instrument is true and correct.

Executed on April 1, 2024

Petitioner

"/s/" Jody D Kimbrell jody513@comcast.net
6608 N University St
Peoria, IL 61614
309 678-3857

No:

In Supreme Court of United States

JODY D KIMBRELL

Petitioner

v.

BANK OF AMERICA, NA, etal

Respondent

*

PROOF OF SERVICE

*

I, Jody D Kimbrell, do swear on this date, April 1, 2024 as required by SCR 29, I have served enclosed Writ for Certiorari by serving on each party to above proceeding or that party's counsel, and on every other person required to be served by delivery to a third-party commercial carrier for delivery within 3 calendar days, those served as follows:

Supreme Court of United States
Clerk of the Court
1 First Street, NE
Washington, DC 20543

Respondents
Bank of America, NA
Counsels of record
Marinosci Law Group, PC
134 N LaSalle St Suite 1900 John Kienzle jkienzle@mlg-defaultlaw.com
Chicago, Il 60602 312-940-8580

Christopher Parker Bar No 6331590
Winston & Strawn LLP cparker@winston.com
35 W Wacker Dr.
Chicago IL 60601 312-358-5600

Samuel Marincic Nicole Marincic
Michael T Marincic, Esq mmarincic@goldfineandbowles.com
Goldfine and Bowles PC
4242 N Knoxville
Peoria, IL 61614 309 673-5144

Housing and Urban Development HUD
General Counsel Damon Smith
451 7th St. SW
Washington, DC 20401

I declare under penalty of perjury; foregoing instrument is true and correct.

Executed on April 1, 2024

Petitioner
"/s/ Jody D Kimbrell jody513@comcast.net
6608 N University St
Peoria, IL 61614
309 678-3857

No:

In Supreme Court of United States

JODY D KIMBRELL

Petitioner

v.

BANK OF AMERICA, NA, etal

Respondent(s)

*

APPENDIX

*

INDEX documents from Illinois Supreme Court record

EX A Confirmation order 6/23/2023 Tenth Judicial Circuit 18-CH-420 SCR A-B

EX B Order Fourth Dist. Appellate Court 4-23-0566

EX C Order Supreme Court of Illinois 192936

EX D Confirmation order 18-CH-420 6/23/2023 handed to Kimbrell 6/27/2023 by
Samual Marincic as eviction order of court SCR A-B

Ex E Bank of America, NA Redacted MERS FHA mortgage/note assignment;
inactive Illinois notary SCR pgs. 27-43

EX F Alleged forged MERS FHA mortgage sold to GNMA SCR 44; SCR lender
closed 2014 for FHA document fraud SCR 45; used multiple FHA insured case
numbers SCR 46

EX G Bank of America, NA remitted 2013 mortgagee policy to March 2022 FOIA
request typed with Microsoft 2018 updated fonts with non-existent policy number
SCR 47-50 complete as filed in FOIA request.

EX H Every participate listed on alleged forged MERS FHA mortgage documents
filed to FOIA request 2022 listed on court documents SCR 51-56

EX I Bank of America, NA sold \$360k stolen property for \$110,550 to Samual
Marincic SCR 57

6/22 Order denies defendant's motion to stay, vacate

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF ILLINOIS
PEORIA COUNTY

Bank of America, N.A.; SAMUEL A MARINCIC,
Plaintiff.

Filed
Robert M. Spears
June 22, 2023
Clerk of the Circuit Court
Peoria County Illinois

v.

Case No.: 18-CH-00420

Michael D. Kimbrell; Jody Kimbrell; Meister Plumbing, Inc.; Republic Bank of Chicago;
Federal National Mortgage Association; Foresite Realty Partners, LLC; Tri-County Masonry and
Concrete LLC

Defendant.

ORDER

MATTER coming before the Court with regard to the motions, notices, responses and
objections listed below, namely:

1. Notice of Verification of Funds to Redeem Property From Buyer Samuel Marincic
Order Granting Redemption (filed by Defendant, Jody Kimbrell (hereinafter referred to as
"Kimbrell", on 6/5/2023)
2. Plaintiff's Motion to Amend Order Approving Report of Sale and Distribution,
Confirming Sale, and Order to Evict, On Its Face, Nunc Pro Tunc (filed 6/8/2023)
3. Plaintiff's Motion to Strike [Defendant's] Notice of Redemption, Notice of Verification
of Funds, Order Granting Redemption and to Bar Redemption (filed 6/8/2023)
4. Verification of Funds to Redeem Property from Buyer Samuel Marincic OR Motion to
Vacate Judgment Pursuant to SCR 8.4(c) Attorney Misconduct (filed by Defendant on
6/9/2023)
5. Motion for Leave to Amend Verification of Funds to Redeem Property from Buyer
Samuel Marincic OR Motion to Vacate Judgment Pursuant to SCR 8.4(c) Attorney
Misconduct (filed by Defendant on 6/12/2023)
6. Motion for Leave to Amend Verification of Funds to Redeem Property from Buyer
Samuel Marincic OR Motion to Vacate Judgment Pursuant to SCR 8.4(c) Attorney
Misconduct (filed by Defendant on 6/12/2023)
7. Motion to Vacate May 15, 2023 Confirmation Order (filed by Defendant on 6/12/2023)
8. Motion for Leave with Attached Response to Plaintiff's Motion to Strike Notice of
Redemption Corrected (filed by Defendant on 6/13/2023)
9. Plaintiff's Additional Motion to Amend Order Approving Report of Sale and
Distribution, Confirming Sale, and Order to Evict, On Its Face, Nunc Pro Tunc (filed
6/14/2023)
10. Objection to Notice of Redemption (filed by Intervenor, Samuel Marincic, on
6/15/2023)
11. Response to Intervenor's Objection to Notice of Redemption (filed by Defendant on
6/16/2023)
12. Motion for Leave (filed by Defendant on 6/21/2023)

A

13. Motion to Continue Hearing (filed by Defendant on 6/21/2023)
14. Motion to Stay (filed by Defendant on 6/21/2023)
15. Petition to Vacate Judgment (filed by Defendant on 6/21/2023)

Attorney J. Kienzle being present via Zoom, Jody Kimbrell being present via Zoom and pro se, and Attorney M. Marincic being present on behalf of Intervenor/Purchaser, Samuel Marincic, with the Court being otherwise fully advised in the Premises, it is hereby **ORDERED:**

A. The Court made its findings, comments and rulings in open Court on today's date. This Order memorializes the outcome of that ruling with regard to the above-referenced motions, notices, responses and objections. This Order resolves all of the above-referenced filings.

B. A Court Order entered in this case on 6/21/2019 requires Defendant to obtain leave of Court prior to filing documents and pursuing motions, etc. in this case. The Court allows all of the above-referenced filings of the Defendant to stand and made a substantive ruling on each in open Court today and as set forth herein.

C. Defendant's Motion to Continue Hearing (see #13 above) is denied.

D. Plaintiff's motions (see #2 and 9 above) are granted nunc pro tunc. Plaintiff's counsel to submit proposed Orders with regard to said motions.

E. The Court finds that there is no special redemption right in this case. As such, the Court grants any motion to strike the Defendant's Notice of Redemption, sustains any objection to said right and otherwise denies any relief sought by the Defendant with regard to her assertion of a special right of redemption.

F. Defendant's motions to vacate, stay or otherwise nullify the judgment or confirmation order in this case are denied.

ENTERED: 6/22/2023



JUDGE OF THE TENTH JUDICIAL CIRCUIT

John Kienzle

6257813



STATE OF ILLINOIS
APPELLATE COURT
FOURTH DISTRICT
201 W. MONROE STREET
SPRINGFIELD, IL 62704

CLERK OF THE COURT
(217) 782-2586

RESEARCH DIRECTOR
(217) 782-3528

STATE OF ILLINOIS, FOURTH DISTRICT APPELLATE COURT MANDATE

BE IT REMEMBERED, that on 3rd day of August, 2023 the final judgment of said Appellate Court was entered of record as follows:

BANK OF AMERICA, NA,
Plaintiff-Appellee,
v.

General No: 4-23-0566
Peoria County
Case No.: 18CH420

JODY D KIMBRELL AKA JODY
KIMBRELL; MICHAEL D KIMBRELL
AKA MICHAEL KIMBRELL; MEISTER
PLUMBING, INC.; REPUBLIC BANK
OF CHICAGO; TRI-COUNTY
MASONRY & CONCRETE LLC;
FORESITE REALTY PARTNERS, LLC;
FEDERAL NATIONAL MORTGAGE
ASSOCIATION; UNKNOWN OWNERS
AND NON-RECORD CLAIMANTS;
Defendants-Appellants.

Dismissed

In accordance with Supreme Court Rule 368, this Mandate is issued. As Clerk of the Appellate Court and keeper of the records, files and Seal thereof, I certify that the foregoing is a true statement of the final Order of said Appellate Court in the above cause of record in my office. Pursuant to Supreme Court Rule 369, the clerk of the circuit court shall file the Mandate promptly.

IN WITNESS WHEREOF, I hereunto set my hand
and affix the Seal of the Illinois Appellate Court
this 31st day of January, 2024.

Carla Bender
Clerk of the Appellate Court

EXB

NO. 4-23-0566
IN THE APPELLATE COURT
OF ILLINOIS
FOURTH DISTRICT

FILED
August 3, 2023
Carla Bender
4th District Appellate
Court, IL

BANK OF AMERICA, NA,)	Appeal from the
Plaintiff-Appellee,)	Circuit Court of
v.)	Peoria County
JODY D KIMBRELL AKA JODY KIMBRELL;)	No. 18CH420
MICHAEL D KIMBRELL AKA MICHAEL)	
KIMBRELL; MEISTER PLUMBING, INC.; REPUBLIC)	
BANK OF CHICAGO; TRI-COUNTY MASONRY &)	
CONCRETE LLC; FORESITE REALTY PARTNERS,)	
LLC; FEDERAL NATIONAL MORTGAGE)	
ASSOCIATION; UNKNOWN OWNERS AND NON-)	Honorable
RECORD CLAIMANTS;)	Bruce P. Fehrenbacher,
Defendants-Appellants.)	Judge Presiding.

JUSTICE DOHERTY delivered the judgment of the court.
Justices Steigmann and Lannerd concur in the judgment.

SUMMARY ORDER

Plaintiff Bank of America, NA, as appellee, has filed a motion with this court seeking to dismiss the appeal filed by defendant Jody D. Kimbrell as moot. Plaintiff argues that the final order below—an order confirming sale following foreclosure—has been fully effectuated, with the property being sold to third-party purchasers after the approved sale. As the sale cannot be enjoined and there is no deficiency judgment against defendant, there is no relief defendant can obtain pursuant to this appeal. Plaintiff is correct that a “case on appeal becomes moot where the issues presented in the trial court no longer exist because events subsequent to the filing of the appeal render it impossible for the reviewing court to grant the complaining party effectual relief.” *Jackson v. Board of Election Commissioners of City of Chicago*, 2012 IL 111928, ¶ 28; see also Ill. S. Ct. R. 305(k) (eff. July 1, 2017) (stating the reversal or modification of a judgment does not

Ex B

affect any right of any nonparty who acquires property pursuant to a certificate of sale based on the judgment).

This court granted defendant's motion for leave to file an amended response in opposition to the motion to dismiss. However, the court finds that the response failed to set forth a coherent basis to deny the motion.

Defendant does not dispute the proposition advanced by plaintiff, but she now argues that the judgment below was void due to the failure to name as defendants and/or serve certain necessary parties. "It is well settled that a judgment entered by a court that lacks jurisdiction of the parties is void and may be attacked at any time or in any court, either directly or collaterally, such as through a section 2-1401 petition." *In re Estate of Ostern*, 2014 IL App (2d) 131236, ¶ 17. Here, however, while defendant says there were three such missing necessary parties, she does not tell us who they are. She has attached a purported 2017 contract for deed for the subject real estate (which appears to be more in the nature of a lease); the parties are defendant and her husband—both of whom have been named as parties—and buyer Candice Bastian. This lease document is ineffectually labeled in handwriting "rent/lease," but without specifying any sales terms, including a purchase price; the document concludes that the lessors conveyed all their rights in the agreement to the lessee, which makes the document largely meaningless. Defendant cites no authority for the proposition that such a document would require that the parties to such a contract would also have to be parties to a foreclosure of the same premises.

Another document submitted by defendant appears to relate to a land sale, but it relates to a different property and has no apparent relevance here. Most remarkable is that defendant's section 2-1401 motion (735 ILCS 5/2-1401 (West 2020) filed below makes no mention of the supposed absence of a necessary party.

We find that plaintiff has demonstrated that this appeal is moot, and that defendant has failed to give any reason to conclude that the judgment below was void due to the absence of necessary parties. Consequently, consistent with Illinois Supreme Court Rule 23(c)(3) (eff. Feb. 1, 2023), the appeal is dismissed as moot.

Appeal dismissed.



SUPREME COURT OF ILLINOIS

SUPREME COURT BUILDING
200 East Capitol Avenue
SPRINGFIELD, ILLINOIS 62701-1721

CYNTHIA A. GRANT
Clerk of the Court

(217) 782-2035
TDD: (217) 524-8132

January 31, 2024

FIRST DISTRICT OFFICE
160 North LaSalle Street, 20th Floor
Chicago, IL 60601-3103
(312) 793-1332
TDD: (312) 793-6185

Ms. Jody D. Kimbrell
6608 North University Street
Peoria, IL 61614

In re: Bank of America, NA v. Kimbrell
129936

Today the following order was entered in the captioned case:

Motion by Petitioner, *pro se*, for leave to file a motion for reconsideration of the order denying petition for leave to appeal. Denied.

Order entered by the Court.

This Court's mandate shall issue forthwith to the Appellate Court, Fourth District.

Very truly yours,

A handwritten signature in cursive script that reads "Cynthia A. Grant".

Clerk of the Supreme Court

cc: Appellate Court, Fourth District
Christopher Parker
John M. Kienzle
Michael Thomas Marincic

Exc

SUPREME COURT OF ILLINOIS

WEDNESDAY, NOVEMBER 29, 2023

THE FOLLOWING CASES ON THE LEAVE TO APPEAL DOCKET WERE DISPOSED OF AS INDICATED:

- 129238 - People State of Illinois, respondent, v. David Preston Brown et al., petitioners. Leave to appeal, Appellate Court, Fourth District. 4-22-0171, 4-22-0311

Petitioners having failed to file a Petition for Leave to Appeal within the time allowed by order, this case is DISMISSED.

- 129339 - Christopher Stoller, petitioner, v. JAMS et al., respondents. Leave to appeal, Appellate Court, Second District. 2-21-0617

Petitioner having failed to file a Petition for Leave to Appeal within the time allowed by order, this case is DISMISSED.

- 129458 - People State of Illinois, respondent, v. Dorian Pulliam, petitioner. Leave to appeal, Appellate Court, First District. 1-22-0228
Petition for Leave to Appeal Denied.

- 129642 - In re I.M. (People State of Illinois, respondent, v. I.M., petitioner). Leave to appeal, Appellate Court, Second District. 2-22-0137
Petition for Appeal as a Matter of Right or, in the alternative, Petition for Leave to Appeal Denied.

- 129674 - Plum Mountain, LLC, respondent, v. Bonnie Poole, petitioner. Leave to appeal, Appellate Court, First District. 1-22-0668
Petition for Leave to Appeal Denied.

- 129695 - People State of Illinois, petitioner, v. Angel Class, respondent. Leave to appeal, Appellate Court, First District. 1-20-0903
Petition for Leave to Appeal Allowed.

Neville, J. took no part.

129929 - People State of Illinois, respondent, v. Cameron Allen Puryear, petitioner. Leave to appeal, Appellate Court, Third District. 3-21-0128
Petition for Leave to Appeal Denied.

O'Brien, J. took no part.

129930 - In re Commitment of Gregory Conley (People State of Illinois, respondent, v. Gregory Conley, petitioner). Leave to appeal, Appellate Court, First District. 1-21-1084
Petition for Leave to Appeal Denied.

129931 - Guy Battista et al., petitioners, v. Paul Katz et al., respondents. Leave to appeal, Appellate Court, First District. 1-22-0971
Petition for Leave to Appeal Denied.

129932 - People State of Illinois, respondent, v. Chad Callahan, petitioner. Leave to appeal, Appellate Court, Fourth District. 4-22-0841
Petition for Leave to Appeal Denied.

129933 - People State of Illinois, respondent, v. Gregory Nelson, petitioner. Leave to appeal, Appellate Court, Fifth District. 5-22-0159
Petition for Leave to Appeal Denied.

129935 - Sehighya Smith, petitioner, v. McHenry County Housing Authority et al., etc., respondents. Leave to appeal, Appellate Court, Second District. 2-22-0448
Petition for Leave to Appeal Denied.

129936 - Bank of America, NA, respondent, v. Jody D. Kimbrell, etc., et al. (Jody D. Kimbrell, petitioner). Leave to appeal, Appellate Court, Fourth District. 4-23-0566
Petition for Leave to Appeal Denied.

129937 - Joseph L. Blewitt et al., petitioners, v. Leonard Urban et al., etc., respondents. Leave to appeal, Appellate Court, Third District. 3-22-0087
Petition for Leave to Appeal Denied.

6/22 Order denies defendant's motion to stay, vacate

IN THE CIRCUIT COURT OF THE TENTH JUDICIAL CIRCUIT OF ILLINOIS
PEORIA COUNTY

Bank of America, N.A.; SAMUEL A MARINCIC,
Plaintiff.

Filed
Robert M. Spears
June 22, 2023
Clerk of the Circuit Court
Peoria County Illinois

v.

Case No.: 18-CH-00420

Michael D. Kimbrell; Jody Kimbrell; Meister Plumbing, Inc.; Republic Bank of Chicago;
Federal National Mortgage Association; Foresite Realty Partners, LLC; Tri-County Masonry and
Concrete LLC
Defendant.

ORDER

MATTER coming before the Court with regard to the motions, notices, responses and objections listed below, namely:

1. Notice of Verification of Funds to Redeem Property From Buyer Samuel Marincic Order Granting Redemption (filed by Defendant, Jody Kimbrell (hereinafter referred to as "Kimbrell", on 6/5/2023)
2. Plaintiff's Motion to Amend Order Approving Report of Sale and Distribution, Confirming Sale, and Order to Evict, On Its Face, Nunc Pro Tunc (filed 6/8/2023)
3. Plaintiff's Motion to Strike [Defendant's] Notice of Redemption, Notice of Verification of Funds, Order Granting Redemption and to Bar Redemption (filed 6/8/2023)
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5. Motion for Leave to Amend Verification of Funds to Redeem Property from Buyer Samuel Marincic OR Motion to Vacate Judgment Pursuant to SCR 8.4(c) Attorney Misconduct (filed by Defendant on 6/12/2023)
6. Motion for Leave to Amend Verification of Funds to Redeem Property from Buyer Samuel Marincic OR Motion to Vacate Judgment Pursuant to SCR 8.4(c) Attorney Misconduct (filed by Defendant on 6/12/2023)
7. Motion to Vacate May 15, 2023 Confirmation Order (filed by Defendant on 6/12/2023)
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12. Motion for Leave (filed by Defendant on 6/21/2023)

EX
D

13. Motion to Continue Hearing (filed by Defendant on 6/21/2023)
14. Motion to Stay (filed by Defendant on 6/21/2023)
15. Petition to Vacate Judgment (filed by Defendant on 6/21/2023)

Attorney J. Kienzle being present via Zoom, Jody Kimbrell being present via Zoom and pro se, and Attorney M. Marincic being present on behalf of Intervenor/Purchaser, Samuel Marincic, with the Court being otherwise fully advised in the Premises, it is hereby **ORDERED:**

A. The Court made its findings, comments and rulings in open Court on today's date. This Order memorializes the outcome of that ruling with regard to the above-referenced motions, notices, responses and objections. This Order resolves all of the above-referenced filings.

B. A Court Order entered in this case on 6/21/2019 requires Defendant to obtain leave of Court prior to filing documents and pursuing motions, etc. in this case. The Court allows all of the above-referenced filings of the Defendant to stand and made a substantive ruling on each in open Court today and as set forth herein.

C. Defendant's Motion to Continue Hearing (see #13 above) is denied.

D. Plaintiff's motions (see #2 and 9 above) are granted nunc pro tunc. Plaintiff's counsel to submit proposed Orders with regard to said motions.

E. The Court finds that there is no special redemption right in this case. As such, the Court grants any motion to strike the Defendant's Notice of Redemption, sustains any objection to said right and otherwise denies any relief sought by the Defendant with regard to her assertion of a special right of redemption.

F. Defendant's motions to vacate, stay or otherwise nullify the judgment or confirmation order in this case are denied.

ENTERED: 6/22/2023


JUDGE OF THE TENTH JUDICIAL CIRCUIT

John Kienzle

6257813

**Additional material
from this filing is
available in the
Clerk's Office.**