

No. —

PETITION FOR WRIT OF CERTIORARI

IN THE
Supreme Court of the United States

Richard Alan Haase;

Petitioner

V.

DEUTSCH BANK NATIONAL TRUST COMPANY, INC; et. al.

Respondents

On Petition for Writ of Certiorari to the Supreme Court of Texas

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April 2, 2025

QUESTIONS PRESENTED

1. Question - Whether the fundamental right of due process is violated, when
 - a) a non-final non-appealable order is modified via nunc pro tunc to create a final appealable order; after which, appeal is filed from the final appealable order; and the appellate court dismisses the appeal for lack of jurisdiction, ruling the appeal not timely from the original non-final non-appealable order?
 - b) Award is made to Respondent whose claim violates statutes of limitation?
 - c) Claimant obtains an award without evidence of Standing or Standing Voidance is ignored?
2. Question 2 - Whether there is a fundamental right to civil trial by jury when genuine issues of material fact are evidenced?
3. Question 3 - Whether there is a fundamental right of contract?

PARTIES

Petitioner filed against COUNTRYWIDE HOME LOANS, INC. (“Countrywide”), BANK OF AMERICA CORPORATION (“BAC”); BANK OF AMERICA, N.A. (“BANA”, Collectively, BAC and BANA are termed “BofA”); DEUTSCHE BANK, AG; DEUTSCHE BANK USA; DEUTSCHE BANK NORTH AMERICA; DEUTSCHE BANK NATIONAL TRUST COMPANY (“Deutsche Trust” - Collectively, Deutsche Bank, AG; Deutsche Bank USA; Deutsche Bank North America and Deutsche Trust are termed “Deutsche”); MORGAN STANLEY ABS CAPITAL, INC. (“Morgan”); CERTIFICATE HOLDERS OF MORGAN STANLEY ABS CAPITAL I, INC. TRUST 2006-HE6, MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2006-HE6 (“Certificate Holders”) for Breach of Contract, Fraud and Violations of Art. XVI § 50(a)(6)(Q)(x) of the TX Const., § 13.001(a) of the TX Property Code, TX Fair Debt Collection Practices Act, United States (“US”) Fair Debt Collection Practices Act (“US FDCPA”), Lack of Standing and Statutes of Limitation (TX *CP&RC* §§ 16.004(a), 16.0035(a),(d), (e)), as well as against BARRETT, DAFFIN, FRAPPER, TURNER and ENGEL, L.L.P. for Document Fraud relating to forgery of Appellant’s Mortgage Contract, Note, and Ft. Bend County Recordation thereto, thereby violation the TX Criminal Code §32; and, all for Violations of the TX *Civ. Prac. & Rem. Code* §12. Respondent filed an original counter-claim and second amended counter-claim to obtain Petitioner’s TX Homestead.

A Non-entity, DEUTSCHE BANK NATIONAL COMPANY, filed an amended counter-claim.

RELATED ACTIONS

Richard Haase and Audrey Haase v. Countrywide Home Loans, Inc., et al.;
In the Southern District of Texas – Houston Division
No. 4:12-cv-01538.

Richard Haase and Audrey Haase v. Countrywide Home Loans, Inc., et al.;
In the Fifth Circuit
No. 12-20806.

Richard Haase and Audrey Haase v. Countrywide Home Loans, Inc., et al.;
In the Southern District of Texas – Houston Division
4:15-cv-03349.

Richard Haase and Audrey Haase v. Countrywide Home Loans, Inc., et al.;
In the Southern District of Texas – Houston Division
No. 4:16-CV-1567.

Richard Haase and Audrey Haase v. Countrywide Home Loans, Inc., et al.;
U.S. S. Ct. Petition for Writ of Certiorari,
No. 14-5803.

Richard Haase v. Pearl River Polymers, et al.;
U.S. S. Ct. Petition for Writ of Certiorari,
No. 12-212.

In re Richard Alan Haase
U.S. S. Ct. Petition for Writ of Certiorari,
No. 12-1690

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PETITION FOR WRIT OF CERTIORARI

RICHARD ALAN HAASE (citizen fiction of UNITED STATES OF AMERICA and TEXAS Corporations) and Richard Alan Haase (live flesh and blood citizen of the United States of America and Texas Republics)¹, Petitioner, Appellant, Plaintiff and Counter-defendant, Haase, submits the instant petition for Writ of Certiorari to review Opinion and Judgment (hereinafter “Op”) of the Texas (hereinafter “TX”) First Court of Appeals (hereinafter “TX1CoA”) No. 01-20-00854-CV.

I. Opinions Below

Comprising false material representations, Op presents significant issues of due process, rights of civil jury trial and contract *Infra*.

The instant petition presents significant issues of due process when:

- a) State district court, TX400th, grants to an entity not before the court nor registered in state (hereinafter “Non-entity”)² summary judgment void of material or monetary award, e.g. a non-final non-appealable order (hereinafter “Non-Order”) *Ap.38*³; the TX400th, then, modifies Non-Order with two *nunc pro tunc* orders, the first granting Non-entity material and monetary awards *Ap.39*;

¹ American Citizens exist as two citizen entities, the corporate and republic citizen, e.g. the corporate UNITED STATES OF AMERICA and republic United States of America; and for Haase, the corporate TEXAS and Republic of Texas. As the corporations are fictitious entities so are the corporate citizens. As the republics are real entities so are the republic citizens. Convention is to represent the corporate citizen in all capital and republic citizen in lower case letters.

² Summary judgment was to DEUTSCHE BANK NATIONAL COMPANY, an entity not having claim, before the TX400th nor registered in TX, e.g. “Non-entity”. The original, non-appealable non-final, order provided no award and dismissed Haase’s claims against the Non-entity (of which there were none). Non-entity, then years later, filed two *nunc pro tunc* motions that were granted; the first obtained material and monetary awards; the second, replaced Non-entity with Respondent.

³ Op conflicts - “If judgment does not dispose of all claims and parties, or at least appear to accomplish that objective, it is not a final judgment and is considered interlocutory. The judgment cannot be then appealed in the absence of a severance of the final claims from the ones remaining for trial” *New York Underwriters Ins. Co. v. Sanchez*, 799 S.W.2d 677,678-679 (Tex.1990); *Novak v. Stevens*, 596 S.W.2d

the second replacing Non-entity with Respondent *Ap.42*; in combination, the two nunc pro tunc orders create a final appealable order (hereinafter “Final Order”)⁴; after which, the TX1CoA, *dismisses* Haase’s Appeal for lack of jurisdiction, ruling Haase to have non-timely appealed the Non-Order *Ap.2,14-16,29,29-30*;

- b) District, TX400th, and appellate, TX1CoA, courts award per Respondent’s claim that was filed in violation of Texas Statutes of Limitation⁵;
- c) District, TX400th, and appellant, TX1CoA, courts refuse to establish and/or evaluate Respondent Standing, i.e. jurisdiction, pursuant statute⁶; while, the TX PC requires Respondent to record the mortgage note and deed of trust

848,849 (Tex.1980); also, *Guajardo v. Conwell*, 46 S.W.3d 862,863-864 (Tex.2001); while, the judgment must contain full names of the parties, as stated in the pleadings, for and against whom the judgment is rendered *TXRCP 306*.

⁴ Op conflicts - “If there is no comprehensive judgment, only a string of partial orders pertaining to particular parties or issues, the order that addresses the last remaining party or issue is the final order for appeal purposes, and all of the earlier orders merge into the last order, which constitutes the final judgment in the case” *Webb v. Jorns*, 488 S.W.2d 407,408-409 (Tex.1972); *Fisher v. Yates*, 953 S.W.2d 370,374-375 (Tex.App.-Texarkana 1997,no writ); *Runny-medie Corporation v. Metroplex Plaza, Inc.*, 543 S.W.2d 4,5 (Tex.Civ.App.-Dallas 1976,writ ref’d); also, *Coastal Banc SSB v. Helle*, 48 S.W.3d 796,800 (Tex.App.-Corpus Christi 2001,pet.denied).

⁵ Respondent filed its original counter-claim April 26, 2012, 4 years and 6 months after evidenced breach of contract, October 29, 2007; 4 years and 5 months after evidenced breach of the TX Const Article XVI Section 50(a)(6)(Q)(x) and 4 years and 4 months after Haase filed his Original Petition, December 31, 2007 *Trial Docket* (hereinafter “*TDoc*”).

Op conflicts - “A Cause of action generally accrues, and the statute of limitations begin to run, when facts come into existence that authorize a claimant to seek a judicial remedy, regardless of when [Respondent] discovers the injury or whether all resulting damages have yet occurred *John & Higgins of Tx. v. Kenneco Energy*, 268,962 S.W.2d 507,514 (Tex.1998); and, *Exxon Corp. v. Emerald Oil and Gas Co.*, 331S.W.3d 419,54 Tex.Sup.Ct.J.3247 (Tex.2010). “A cause of action for breach of contract accrues when the contract is breached. Consequently, the limitation period commences at the time of the breach” *Hurbrough v. Cain*, 671, S.W.2d 216,221 (Civ.App.-Tyler 1978,no writ); and, *Slusser v. Union Banksters Ins. Co.*, 72 S.W.3d 713,717-18 (Tex.App.-Eastland 2002,no pet.).

⁶ Respondent needs evidence Standing; Haase filed two motions to Compel Standing Discovery, neither heard by the TX400th *TDoc*.

Op conflicts - “A trial court lacks jurisdiction and should grant a plea to its jurisdiction where a [claimant] ‘cannot establish a viable takings claim’. It is fundamental that, to recover under the constitutional takings clause, one must first demonstrate an ownership interest in the property taken” *Tex. DOT & Edinburg v. A.P.I. Pipe & Supply, LLC*, 397 S.W. 3d 162 (Tex. 2013).

Op conflicts - “No...lien on the homestead shall ever be valid unless it secures a debt described by this section’ [TX CONST art. XVI § 50(c)]. This language is clear unequivocal and binding. The cure provisions

(hereinafter “Deed”) to establish Standing; neither is filed⁷.

The TX400th and TX1CoA ignore right of a civil jury trial when genuine issues of material fact are evidenced⁸.

The TX400th and TX1CoA ignore right of contract *Br.44-47*.

Critically, Op presents a fictitious insurance policy scenario; where, Haase allegedly refused to pay for a few months of homeowners insurance, instead filing suit; there is no evidence to support this fraud.

In summary, Op presents significant questions of due process, right of civil jury trial and contract, along with false material determinations that have no support in and often conflict with the record *Infra*.

Haase’s Right of Due Process has been usurped with Tyranny.

Haase’s Right to a civil jury trial has been quashed.

Haase’s Right of Contract has been impaled.

Op is a fraudulent document.

One can only conclude the TX400th and TX1CoA prejudiced and potentially “Touched”⁹.

Haase respectfully reminds, “[a] litigant has the right to represent [themselves] without an attorney” *28 U.S.C. § 1654*; also, *Winkelman v. Parma City Sch. Dist.*, 550

in the homestead provision of the state constitution are the sole mechanism to bring a non-compliant loan into constitutional compliance. Haase’s pleadings to jurisdiction of the court were ignored *TDoC; Br.47*. Op conflicts - “A trial court lacks jurisdiction and should grant a plea to the jurisdiction where [Respondent] ‘cannot establish a viable takings claim’. ‘It is fundamental that, to recover under the constitutional takings clause, one must first demonstrate an ownership interest in the property taken’” *Tex. DOT & Edinburg v. A.P.I. Pipe & Supply, LLC*, 397 S.W. 3d 162 (Tex.2013).

⁷ Op conflicts - “A conveyance of real property, an interest in real property, a mortgage or [Deed] is void as to creditor or to a subsequent purchaser for valuable consideration without notice unless the instrument has been acknowledged, sworn to, or proved and filed for record as required by law” *Id*.

⁸ Appellant Principal Brief before the TX1CoA (“Br”) pp.23-39.

⁹ While Haase knows that he cannot argue NESARA; Haase further knows the Court cannot discuss prior implementation. The question before the Court is “who rules, the private banking families or the US Const and this Honorable Court?”

U.S. 516, S.Ct. 1994,1999 (2007).

Being an inventor, Haase, chemical engineer and business executive (BSChE & MBA) by education and practice, had to learn and practice law; as, significant innovation upsets the status quo *Ap.54*. Haase's heart goes out to our new President; as, Haase has been on the receiving end of Lawfare for a long time.¹⁰

II. Jurisdiction

Op was filed August 29, 2023 *Ap.01*. May 10, 2024, the TX Supreme Court (hereinafter “TXSCt”) *Denied* Petition for Review *Ap.46*; after which, July 12, 2024, the TXSCt *Denied* Motion for Rehearing *Ap.47*.

September 25, 2024, Haase asked the Court for a 45-day extension of time to file petition; October 1, 2024, No. 24A313 was *Granted Ap.48*. Haase filed petition November 23, 2024; Clerk of the Court noted the petition failed to comply with Rules of the Court, returning December 5, 2024, providing 60 days to amend and refile *Ap.49*. Clerk of the Court, noting additional failures, repeated, returning February 4, 2025 *Ap.52*.

Respectfully,

“[Federal Courts are] given jurisdiction by allegations of violation of Federal Constitution has authority to determine questions of state law, irrespective of disposition of federal question” *Chicago Great Western Ry. Co. v. Kendall*, 266 U.S. 94 (1924).¹¹

Haase respectfully invokes jurisdiction of this Honorable Court under 28 U.S.C. § 1253.

¹⁰ As the material facts and law of the instant petition make no rational sense, Haase proposes his TX Homestead Case Lawfare.

¹¹ *Greene v. Louisville & Interurban R. Co.*, 244 U. S. 499,508,37 S.Ct. 673,61 L.Ed.1280, Ann.Cas. 1917E, 88; *Ohio Tax Cases*, 232 U.S. 576,586,34 S.Ct. 372,58 L.Ed.737; *Siler v. Louisville & Nashville R. Co.*, 213 U.S. 175,191,29 S.Ct. 451,53 L.Ed.753.

III. Constitutional and Statutory Provisions

The instant petition involves the Fifth, Seventh and Fourteenth Amendments of the United States (hereinafter “US”) Constitution (hereinafter “Const”), as well as Article I § 10 Cl. 1 and Article VI Cl. 2 thereto.

Op conflicts with the US Const Fifth Amendment (hereinafter “Amend V”), “[n]o person shall ... be deprived of life, liberty, or property, without due process of law”.

Op conflicts with the US Const Seventh Amendment (hereinafter “Amend VII”), “[i]n suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved, and no fact tried by a jury, shall be otherwise re-examined in any Court of the [US], than according to the rules of the common law”.

Op conflicts with the US Const Fourteenth Amendment (hereinafter “Amend XIV”), “[n]o State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the [US]; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws”.

Op conflicts with the US Const Article I § 10 Cl. 1,

“[n]o State shall enter into any Treaty, Alliance, or Confederation; grant Letters of Marque and Reprisal; coin Money; emit Bills of Credit; make any Thing but gold and silver Coin a Tender in Payment of Debts; pass any Bill of Attainder, ex post facto Law, or Law impairing the Obligation of Contracts, or grant any Title of Nobility”.

Op conflicts with Article VI Cl. 2 of the US Const,

“[t]his Constitution, and the Laws of the [US] which shall be made in pursuance thereof; and all treaties made, or which shall be made, under the authority of the [US], shall be the supreme law of the land; and the judges in every state shall be bound thereby, anything in the constitution or laws of any state to the contrary notwithstanding”.

The instant petition further involves the TX: Const, Rules of Civil Procedure (hereinafter “RCP”), Property Code (hereinafter “PC”) and Civil Practice & Remedies Code

(hereinafter “CP&RC”)¹².

Op conflicts with the TX Const Art. I § 19, “[n]o citizen of this State shall be deprived of life, liberty, property, privileges or immunities, or in any manner disfranchised, except by the due course of the law of the land”¹³.

Op conflicts with the TX Const Art. I § 15, “[t]he right of trial by jury shall remain inviolate”¹⁴.

Op conflicts with the TX Const Art. V § 10, “[t]he right to a trial by jury applies to all causes in District Courts, and a party can request a jury trial in open court”¹⁵.

Op conflicts with the TX Const Art. I § 16, “[n]o bill of attainder, *ex post facto* law, retroactive law, or any law impairing the obligation of contracts, shall be made.”

Op conflicts with the TX Const Art. XVI § 50(a)(6)(Q)(x),

“[t]he lender or any holder of [a note] for the extension of credit shall forfeit all principal and interest of the extension of credit if the lender or holder fails to comply with the lender's or holder's obligations under the extension of credit and fails to correct the failure to comply not later than the 60th day after the date the lender or holder is notified by the borrower of the lender's failure to comply”¹⁶.

Op conflicts with the TX Const Art. XVI § 50(c), “[i]f a permitted amount, percentage, term, or other provision is modified, the owner must be notified in writing. The account of the borrower must be adjusted to ensure the borrower is not

12 Op conflicts - “When interpreting the state constitution, the TX SCt relies heavily on its literal text and must give effect to its plain language” *Wood v. HSBC Bank USA*, 494 S.W.3d 542,543 (Tex. 2016).

13 Op conflicts - *In re L.M.I.*, 119 S.W.3d 707,710-11 (Tex.2003); and *In re B.L.D.*, 113 S.W.3d 340,349-55 (Tex.2003).

14 Op conflicts - “The right to trial by jury is one of our most precious rights, holding a sacred place in English and American history” *General Motors Corp. v. Gayle*, 951 S.W.2d 469,476 (Tex.1997).

15 Op conflicts - “Denial of a party's constitutional right to trial by jury constitutes reversible error” *McDaniel v. Yarbrough*, 898 S.W.2d 251,253 (Tex.1995).

16 Op conflicts - “If lender fails to cure the defect within the sixty-day period, it forfeits the principal and interest of the loan” *Curry v. Bank of America, N.A.*, 232 S.W.3d 345 (Tex.App.-Dallas,2007, denied). “[T]he Lender forfeits all principal and interest of the loan if it fails to comply with the obligations set out in section 50(a)(6)” *Stringer v. Cendant Mortgage Corp.*, 23 S.W.3d 353,356 (Tex.2000).

required to pay more than is permitted by the section.”

Op conflicts with TX RCP 306, “[e]ntry of judgment must contain full names of the parties, as stated in the pleadings, for and against whom the judgment is rendered” *Dunn v. Dunn*, 439 S.W.2d 830 (Tex.1969).

Op conflicts with TX CP&RC § 12.002,

- “(a) A person may not make, present, or use a document or other record with:
 - (1) knowledge that the document or other record is a fraudulent court record or a fraudulent lien or claim against real or individual property or an interest in real or personal property;
 - (2) intent that the document or other record be given the same legal effect as a court record or document of a court created by or established under the constitution or laws of this state or the United States or another entity listed in Section 37.01, Penal Code, evidencing a valid lien or claim against real or personal property or an interest in real or personal property; and
 - (3) intent to cause another person to suffer:
 - (A) physical injury;
 - (B) financial injury; or
 - (C) mental anguish or emotional distress.”

Op conflicts with TX CP&RC § 16.004 (a)(1), “[a] person must bring suit on the following actions not later than four years after the day the cause of action accrues specific performance of a contract for the conveyance of real property” *Tex. Civ. Prac. and Rem. Code 16.004 (a)*; also, *Willis v. Maverick*, 760, S.W.2d 642,644 (Tex.1988); further conflicting with TX CP&RC § 16.035(a), “[a]n action for judicial foreclosure or sale of real property under a power of sale in a mortgage or [Deed] must be undertaken not later than four years after the day the Cause of action accrues;”¹⁷ and further conflicting with TX CP&RC § 16.035(d), “[o]n the expiration of the four-year

¹⁷ Op conflicts - “If a party seeks to enforce the lien or [Deed] or seeks to foreclose on the property used as security, the four-year period of Section 16.035(a) applies to the action” *Aguero v. Ramirez*, 70 S.W.3d 372,374-75 (Tex.App.-Corpus Christi 2002,pet. denied).

limitations period, the real property lien and a power of sale to enforce the real property lien become void" *Burney v. Citigroup Global Markets Realty Corp.*, 244 S.W.3d 900,903-04 (Tex.App.-Dallas 2007,no pet.).

Op conflicts with TX PC § 13.001(a), "conveyance of real property or an interest in real property or a mortgage or [Deed] is void as to a creditor or to a subsequent purchaser for a valuable consideration without notice unless the instrument has been acknowledged, sworn to, or proved and filed for record as required by law"¹⁸.

IV. Statement of the Case

A. Mortgage Fraud is the Perfect Crime

It is critical to review with this Honorable Court that banking mortgage fraud is the perfect crime. The majority of Homeowners do not have resources to legally defend their home, unable to contract a portion of their home to an attorney as contingency. Therefore, it is critical to all Americans that rule(s) of law in regard mortgages be upheld, that this Honorable Court send a message to mortgage lenders that the rule of law will protect rights of Homeowners¹⁹.

Any right can be hollowed to a degree where there is no longer any right at all; that is what is occurring; while, the right to own a home is a fundamental right of life and liberty in the pursuit of happiness.

¹⁸ Op conflicts - "All unrecorded [Deeds] and mortgages are void as to all creditors and subsequent purchasers for value without notice" *TX Property Code §13.001(a); Denson v. First Bank & Trust of Cleveland*, 728 S.W.2d 876,877 (Tex.App.-Beaumont 1987,no writ).

¹⁹ Greene, Madera, American Media Group, amg-news.com
"WARNING: BlackRock, Vanguard, and State Street Are STEALING America! RFK Jr. Exposes the Great Housing Conspiracy – And It's Worse Than You Think!" February 10, 2025, <https://amg-news.com/warning-blackrock-vanguard-and-state-street-are-stealing-america-rfk-jr-exposes-the-great-housing-conspiracy-and-its-worse-than-you-think-video/>.

Haase made his monthly mortgage principal and interest payments on time for decades pursuant the executed Mortgage Note (“Note”) *CR.112* and Truth in Lending Statement (“Truth”) *CR.21*, as well as his property taxes and homeowner’s insurance. Haase further followed contractual requirements pursuant the Security Instrument (“Security”) *CR.28*. Haase had a perfect record in regard mortgage payments prior to evidenced acts of Respondent, Lender and/or Servicer.

B. Rule of Law

It is now common for local courts to ignore the rule of law: violate due process, ignore statutes, void a civil jury trial and ignore contract. It is now commonplace for local bar relationships to prevail over the rule of law; this is especially so for judges that must regularly finance an electoral campaign. Our courts define our integrity, civility and right versus wrong. Haase postulates that when we lose the rule of law, we lose integrity, as well as civility and right versus wrong.

The instant petition provides this Honorable Court an appropriate vehicle to reinforce the rule of law, integrity and civility, an appropriate vehicle to reinforce rights of due process²⁰, civil trial by jury and contract.

C. Background

June 5, 2006, Haase executed Truth, Note and Security *Supra* with NEW CENTURY MORTGAGE CORPORATION (hereinafter “New Century”) and assumed a Warranty Deed for the Real Property *CR.696*, which is recorded as Haase’s TX Homestead *CR.49*.

²⁰ Due process - “The conduct of legal proceedings according to established rules and principles for the protection and efficient of private rights, including notice and the right of a fair hearing before a tribunal with the power to decide the case” *Garner, Brian A.*, Black’s Law Dictionary - Twelfth Edition, St. Paul, Thomson Reuters, 2024.

Note and Truth contractually required Haase make monthly mortgage principal and interest payments to New Century of \$1,243.70, pay taxes and maintain hazard insurance for the property *Id*; Haase did so prior Respondent, Lender and/or Servicer, refusal to accept contracted payments *CR.606,622,623,626*.

November 3, 2006, Haase was noticed to make his monthly payment to COUNTRYWIDE HOME LOANS, INC. (hereinafter “Countrywide”) *CR.438*; shortly after, August, 2007, Haase began having difficulty with Countrywide accepting the monthly contracted \$1,243.70; Countrywide, with no explanation, sought more. In compliance with Security ¶19²¹ and the TX Const Art. XVI § 50(a)(6)(Q)(x) *Supra*, Haase provided notices to Countrywide to comply with Note and Security *CR.596,604,621,625,629*.

September 4, 2007, with no explanation, Countrywide noticed Haase his monthly mortgage payment \$2,987.12 *CR.606*.

September 11, 2007, Countrywide noticed and conditioned of Haase “all future payments are required to be in the amount of \$1,493.56 or until evidence of sufficient insurance coverage has been received” *CR.729* (emphasis added). Haase immediately obtained a new Homeowner’s Insurance Carrier, timely responding with an insurance certificate September 19, 2007, satisfying the representation, demand and requirement of Countrywide *CR.657-8*; Haase reasonably concluded the monthly \$1,243.70 maintained and issue resolved.

21 “[After Respondent, Lender and/or Servicer] has received [notice], has had 60 days to comply, and [Respondent, Lender and/or Servicer] has failed to comply, shall all principal and interest be forfeited by [Respondent, Lender and/or Servicer], as required by Section 50(a)(6)(Q)(x), Article XVI of the [TX Const] in connection with failure by [Respondent, Lender and/or Servicer] to comply with its obligations under the Extension of Credit” *CR.39*.

Countrywide continued to request monthly sums greater than Note *Id*; then November 8, 2007, without explanation, Countrywide refused to accept contracted principal and interest payments *CR.626*. November 2, 2007 *CR.838-40* and December 3, 2007 *CR.841-2*, Countrywide noticed Haase of default, intent to accelerate and acceleration. December 31, 2007, Haase filed suit against Countrywide in the TX400th for breach of contract *CR.14*, amending his claims since.

June 4, 2008, Security was Recorded in Fort Bend County Records, assigned to MORGAN STANLEY ABS Capital Trust I Inc. Trust 2006-HE6, Mortgage Pass Through Certificates, Series 2006-HE6 with Respondent as Trustee *CR.1274*; there is no evidenced recordation of Note nor Deed *CR.3919;4575*.

D. Trial Court - TX400th

Haase made production requests of Respondent to ascertain Standing; Respondent refused *TDoC*.

April 26, 2012, Respondent filed its Amended Answer and Original Counterclaim *TDoC* [filing well past TX Statutes of Limitation, which are 4 years] *Br.39-44*.

May 10, 2012, Haase filed motion to compel Respondent Standing Discovery *CR.159;TDoC*. With a jury trial scheduled June 18, 2012 and discovery hearing May 21, 2012 *TDoc*, May 18, 2012, Respondent *Removed* to the Southern District of Texas (hereinafter “SDTX”) [Respondent avoided Standing Discovery and a jury trial].

November 13, 2015, Respondent *Removed* again to the SDTX; where, February 19, 2016 in 4:15-cv-03349, recognizing no federal question, Federal District Judge Lake in a *Final Judgment Remanded* back to the TX400th *Ap.37*.

November 5, 2018, Non-entity filed a verified motion to retain *CR.2399;TDoc* [there is no appearance, claim nor registration for a DEUTSCHE BANK NATIONAL COMPANY].

November 15, 2018, Non-entity filed an amended motion for summary judgment *CR.2402;TDoc*.

November 30, 2018, Haase filed an amended request for trial setting *TDoc*.

February 20, 2019, the TX400th *Granted* Non-Order to Non-entity with no material nor monetary award *Id*; March 14, 2019, Haase filed objection to Non-Order, specifically objecting to the Non-entity *TDoc*; there was no viable response from Respondent or the 400th.

September 10, 2019, Non-entity filed a nunc pro tunc *TDoc*; December 1, 2020, the TX400th *Granted*, providing Non-entity material and monetary awards *Id*.

October 12, 2021, Respondent filed a second nunc pro tunc to replace Non-entity with Respondent *Id*.

Finally, having Respondent before the TX400th again, October 25, 2021, Haase filed an amended second motion to compel Respondent Standing Discovery *TDoc*.

November 8, 2021, the TX400th *Grants* Respondent the second nunc pro tunc and, without hearing, *Denies* Haase's motion to compel Standing Discovery *TDoc*.

December 15, 2021, Haase files objection and bill of exception to November 8, 2021 hearing, along with Plea to Jurisdiction of the Court; as, there is no evidence of Respondent Standing *TDoc*.

December 6, 2021, refusing hearing, the TX400th *Denied* Haase's objection, bill of exception and plea to jurisdiction of the court *TDoc*.

E. Federal Court - SDTX

December 10, 2012, with no federal question, in 4:12-CV-1538, District Judge Miller *Grants Summary Judgment to Respondent and BANA Ap.32;CR.1847*. Haase appealed to the Fifth Circuit; where in No. 12-20806, Miller was *Affirmed Ap.35*; Haase filed petition for Writ of Certiorari; No. 14-5803 was *Denied Ap.36*.

February 19, 2016 in 4:15-cv-03349, District Judge Lake in a *Final Judgment Remanded* Respondent's Claims to the TX400th *Ap.37;CR.2351*. TX Courts are not required to follow a federal court order in regard TX Law, unless that court is the United States Supreme Court.²²

F. TX Appellate Court - TX1CoA

Haase's Appeal was assigned a three-judge panel consisting of Judges Hightower, Farris and Rivas-Molloy with Veronia Rivas-Molloy presiding, as well as writing orders and opinions. Having no application of material fact to TX Law, Haase filed motions in the TX1CoA for the TX1CoA to order the TX400th to file Findings of Fact and Conclusions of Law *Appellant Docket (hereinafter "ADoC")*; Haase's Motions were *Denied*.

September 20, 2021, Haase filed his principal brief. November 2, 2021, Non-entity filed a motion to abate to file a second nunc pro tunc in the TX400th *ADoc*.

December 15, 2021, Haase filed motion to amend briefing schedule and principal

22 "A [federal] court should decline to exercise judgement over state law claims" *Brookshire Bros. Holding, Inc. v. Dayco Prods., Inc.*, 554 F.3d 595,602 (5th Cir.2009); and further, "[a]s a general rule, "a [federal] court should decline to exercise jurisdiction over remaining state law claims when all federal-law claims are eliminated before trial...." (*Id.* at 602). "It is well-established that Texas courts are bound to follow the judicial decisions only of higher Texas courts and the United States Supreme Court" *Penrod Drilling Corp. v. Williams*, 868 S.W.2d 294,296 (Tex.1993).

"The powers not delegated to the United States by the Constitution, nor prohibited by it to the States, are reserved to the States respectively, or to the people" *Amend X*.

brief that was *Granted*. April 21, 2022, Haase filed Br, an amended principal brief. June 3, 2022, Respondent filed response brief. August 4, 2022, Haase filed reply brief. August 29, 2023, TX1CoA *Dismissed* Haase's Appeal, stating lack of Jurisdiction, that his appeal to Non-Order was late *Ap.2,14-16,29,29-30*. October 9, 2023, Haase filed a request for Rehearing that was *Denied ADoc*. Op is available as *RICHARD A. HAASE and Richard A. Haase, Appellant v. DEUTSCHE BANK NATIONAL TRUST COMPANY*, Appellee, No. 01-20-00854-CV.

G. TXSCt

With rulings in this Cause not making any logical, material nor legal sense and having no application of material fact to TX Law, August 2, 2021, Haase filed Writ of Mandamus to the TXSCt to order the TX400th to provide a filing of Findings of Fact and Conclusions of Law *TXSCt 21-0647*; August 23, 2021, Haase's Writ of Mandamus was *Denied Ap.51*.

May 10, 2024, Haase's Petition for Review to the TXSCt was *Denied Ap.52*; July 12, 2024, Haase's Motion for Rehearing was *Denied Ap.45*.

H. USSCt

From the Fifth Circuit, November 10, 2014, Haase filed with the USSCt petition for writ of Certiorari; December 8, 2014 No. 14-5803 was *Denied Ap.36*.

September 25, 2024, Haase filed with the USSCt application for 45-day extension of time to file petition; 24A313 was *Granted* October 1, 2024 *Ap.48*.

November 23, 2024, Haase mailed his petition for Writ of Certiorari that was received December 3, 2024; from which, the Clerk noted December 5, 2024 in a letter to Haase that his petition failed to comply with Rules of the Court, providing Haase 60 days to refile

Ap.49. Clerk of the Court repeated this exercise noting additional failures, returning February 4, 2025 and providing an additional 60 days to amend and refile *Ap.52.*

V. Reasons for Granting Writ

Haase's Questions before the Court present questions of judicial respect for the rule of law, notably US and TX Const, Statutes, Rules, Codes and Case Law, and in concert, questions of integrity and civility. Haase presents again this an appropriate vehicle for this Honorable Court to reestablish the rule of law; and thereby, support integrity and civility in America.

Question 1a - Whether the fundamental right of due process is violated when a non-final non-appealable order is modified via *nunc pro tunc* to create a final appealable order; after which, appeal is filed from the final appealable order; and the appellate court dismisses appeal for lack of jurisdiction, ruling the appeal non-timely from the original non-final non-appealable order?

Op rules the TX1CoA has no jurisdiction; as, Haase did not timely file appeal from Non-Order *Ap.2,14-16,29,29-30*. However, Non-Order cannot be final; as, it does not dispose of all parties and claims before the court *Id*; further, it must contain the full names of the parties, as stated in the pleadings, for and against whom the judgment is rendered *Supra*.

Non-Order is followed by two *nunc pro tunc* orders that in combination create a final appealable order *Supra*. Non-Order is not appealable. Haase objected to Non-Order, obtaining no response from Respondent or the TX400th *CR.3285,3325,TDoC;Supra*.

The first *nunc pro tunc* provides material and monetary awards to Non-entity *Id*; the second replaced Non-entity with Respondent *Id*.

"If there is no comprehensive judgment, only a string of partial orders pertaining to particular parties or issues the order that addresses the last remaining party or issue

is the final order for appeal purposes, and all of the earlier orders merge into the last order, which constitutes the final judgment in the case" *Webb v. Jorns*, 488 S.W.2d 407,408-409 (Tex.1972); *Fisher v. Yates*, 953 S.W.2d 370,374-375 (Tex.App.-Texarkana 1997,no writ) (second of two summary judgment orders was final and appealable judgment because it disposed of all remaining claims and parties) *Runny-med Corporation v. Metroplex Plaza, Inc.*, 543 S.W.2d 4,5 (Tex.Civ. App.-Dallas 1976,writ ref'd); also, *Coastal Banc SSB v. Helle*, 48 S.W.3d 796,800 (Tex.App.-Corpus Christi 2001,pet.denied).

Op does not provide substantial due process.

Op conflicts with TX Const Art I § 19, Statutes, Rules, Codes and Case Law.

Importantly, Op conflicts with the US Const Amend V, XIV and Article VI Cl 2.

Question 1b - Whether the fundamental right of due process is violated when award is made to Respondent whose claim violates statutes of limitation?

April 26, 2012, Respondent filed its Original Counterclaim *TDuC*.

Respondent, Lender and/or Servicer, is evidenced to have breached Note October 29, 2007, 60 days post Haase's Notice of August 30, 2007 *Supra*, sent Haase notice of default, acceleration and intent to accelerate November and December 3, 2007 *Supra* with the instant petition filed December 31, 2007 *TDuC*.

Respondent cannot have a counterclaim of foreclosure; as, statutes of limitation expired prior to Respondent filing its claim. Respondent filed its counter-claim four (4) years and six (6) months after breach of contract, e.g. October 29, 2007 to April 26, 2012, four (4) years and five (5) months after its notices of breach, acceleration and intent to accelerate, e.g. November 2, 2007 to April 26, 2012, and four (4) years and four (4) months after Haase filed his Original Petition, e.g. December 31, 2007 to April 26, 2012.

The Statute of Limitations for a breach of contract claim is four (4) years. "A person must bring suit on the following actions not later than four years after the day

the Cause of action accrues: specific performance of a contract for the conveyance of real property" *TX CP&RC § 16.004 (a)*; also, *Willis v. Maverick*, 760, S.W.2d 642,644 (Tex.1988). "A Cause of action generally accrues and the statute of limitations begins to run when facts come into existence that authorize a claimant to seek a judicial remedy" *John & Higgins of Tx. v. Kenneco Energy*, 268,962 S.W.2d 507,514 (Tex.1998); and, *Exxon Corp. v. Emerald Oil and Gas Co.*, 331 S.W.3d 419,54 TXSCt. J. 3247 (Tex.2010). "A cause of action for breach of contract accrues when the contract is breached" *Hurbrough v. Cain*, 671, S.W.2d 216,221 (Civ.App.-Tyler 1978,no writ); and *Slusser v. Union Banksters Ins. Co.*, 72 S.W.3d 713,717-18 (Tex.App.-Eastland 2002,no pet.). "An action for judicial foreclosure or sale of real property under a power of sale in a mortgage or [Deed] must be undertaken not later than four years after the day the Cause of action accrues" *TX CP&RC § 16.035(a),(b)*; *Financial Freedom Senior Funding Corp. v. Horrocks*, 294 S.W.3d 749,754-56 (Tex.App.-Houston [14th District] 2009,no pet.). And, "[i]f a party seeks to enforce the lien or [Deed] or seeks to foreclose on the property used as security, the four-year period of Section 16.0035(a) applies to the action" *Aguero v. Ramirez*, 70 S.W.3d 372,374-75 (Tex. App.-Corpus Christi 2002,pet. denied). "The exercise of right of acceleration requires two acts: (1) notice of intent to accelerate, and (2) notice of acceleration" *Shumway v. Horizon Credit Corp.*, 801 S.W.2d 890,892 (Tex.1991); and, *Holly Cross Church of God in Christ v. Wolf*, 44 S.W.3d 562,569-70 (Tex.2001). As evidenced, Respondent noticed Haase on or about November 2, 2007 and again December 2, 2007 of default,

acceleration and intent to accelerate *Id*. Whether a right of acceleration was exercised is a fact question [for jury deliberation]” *Id*.

“On expiration of the four-year limitations period, the real property lien and a power of sale to enforce the real property lien become void” *TX CP&RC § 16.035(d)*; *Burney v. Citigroup Global Markets Realty Corp.*, 244 S.W.3d 900,903-04 (Tex.App.-Dallas 2007,no pet.).

In conclusion, Respondent’s original counter-claim is past all statutes of limitation; therefore, Respondent has no claim nor Standing.

Op does not provide substantial due process.

Op conflicts with TX Const Art I § 19, Statutes, Rules, Codes and Case Law. Importantly, Op conflicts with the US Const Amend V, XIV and Article VI Cl 2.

Question 1c - Whether the fundamental right of due process is violated when Claimant obtains an award without evidence of Standing or Standing Voidance is ignored?

There is no evidence of Respondent Standing.

Haase filed two motions to compel Respondent Standing Discovery; the first was avoided with Respondent *Removal Id*; the second denied hearing in 2021 by the TX400th *Id*. Haase filed plea to jurisdiction of the court in the TX400th *TDoC* and in Br before the TX1CoA; the TX400th denied without hearing and TX1CoA *denied* without review *Br.47*.

Importantly, Respondent lost any Standing with its breach of statutes of limitation *Supra*.

“The issue of standing focuses on whether a party has a sufficient relationship with the lawsuit to have a 'justiciable interest' in its outcome” *Austin Nursing Ctr. v. Lovato*, 171 S.W.3d 845,848 (Tex.2005). “[Respondent] must show an actual or threatened invasion of [its] rights, not someone else's rights” *Texas Worker's Compensation Com'n v. Garcia*, 893 S.W.2d 504,518 (Tex.1995). Respondent has not even demonstrated Holder-in-due-course to Note²³.

Further, there is no recordation of Note nor Deed as required in the TX PC *Supra*. Op states there is a recordation *Ap.3,4,26*; that is a false representation; only Security is recorded *Supra*. At best, Op creates a genuine issue of material fact as to whether Security can meet definition of a Note or Deed. “All unrecorded [Deeds] and mortgages are void as to all creditors and subsequent purchasers for value without notice” *TX PC* § 13.001(a); *Denson v. First Bank & Trust of Cleveland*, 728 S.W.2d 876,877 (Tex.App.- Beaumont 1987, no writ).

“Standing may also be required by statute [in the instant petition, TX Property Code 13.001 [*Supra*], and if so, standing will be conferred only if a party complies with the statutory provisions” *Bowles v. Wade*, 913 S.W.2d 644,647,651 (Tex.App.-Dallas 1995, den.) - plaintiff could not maintain action because standing requirements of Government Code provisions had not been met). Op claims Respondent timely filed its counter-claim *Ap.1,2,4-10,13,16-17,20,24,26-28*; there is no record of a Respondent Claim in this Cause prior April 26, 2012 *Br 39-43; TDoc.*

“A trial court lacks jurisdiction and should grant a plea to the jurisdiction where [Respondent] ‘cannot establish a viable takings claim’. ‘It is fundamental that, to recover under the constitutional takings clause, one must first demonstrate an

²³ “A party to an instrument has notice of every recital, reference, and reservation contained in or fairly disclosed by any instrument that forms an essential link in the party's chain of title” *MBank Abilene, N.A. v. Westwood Energy, Inc.*, 589,723 S.W.2d 784,786-87 Tex.App.-Eastland 1986,no writ).

ownership interest in the property taken" *TX DOT & Edinburg v. A.P.I. Pipe & Supply, LLC*, 397 S.W. 3d 162 (Tex.2013).

"No ... lien on the homestead shall ever be valid unless it secures a debt described by this section" *TX Const art. XVI § sec. 50(c)*. This language is clear unequivocal and binding. ... [C]ure provisions in the homestead provision of the state constitution are the sole mechanism to bring a non-compliant loan into constitutional compliance.

In conclusion, Respondent has no Standing, a necessary component of subject-matter jurisdiction, a constitutional prerequisite to maintaining suit *Texas Ass'n of Bus. v. TX Air Control Bd.*, 852 S.W.2d 440,444 (Tex.1993). As a necessary component of a court's subject-matter jurisdiction, Standing cannot be waived and can be raised for the first time on appeal *Id at 445-46*. Appellate courts are obligated to review sua sponte issues affecting jurisdiction *M.O. Dental Lab v. Rape*, 139 S.W.3d 671,673 (Tex.2004); also, *Bowles v. Wade*, 913 S.W.2d 644,647 (Tex.App.-Dallas 1995, writ denied); and, *Centurion Planning Corp., Inc. v. Seabrook Venture II*, 176 S.W.3d 498,508 (Tex.App.-Houston [1st Dist.] 2004, no pet.).

Op conflicts with TX Const Art I § 19, Statutes, Rules, Codes and Case Law. Importantly, Op conflicts with the US Const Amend V, XIV and Article VI Cl 2.

Question 2 - Whether there is a fundamental right to civil trial by jury when genuine issues of material fact are evidenced?

It is critical to remind the Court that a jury trial was scheduled June 18, 2012 *TDoC*; the jury trial was missed due to Respondent *Removal* with both SDTX District Judges, Miller and Lake, noting there was no federal question with Lake *Remanding* to the TX400th in Final Judgment²⁵ *Ap.32;37*.

Haase properly evidenced and argued numerous genuine issues of material fact before the TX1CoA *Br.24-44*²⁴.

The [appellate] court is to review appeal of summary judgment *de novo* *Nall v. Plunkett*, 404 S.W.3d 552,555 (Tex.2013); *Exxon Corp. v. Emerald Oil & Gas Company*, 331 S.W.3d 419,422 (Tex.2010). The standard to be applied when considering whether a trial court erred in granting a motion for summary judgment is the same as that applied by the trial judge in deciding to grant the motion, whether [Respondent] with the burden of proof sustained that burden. *In Matter of J.A.M.*, 945 S.W.2d 320-322 (Tex.App. SanAntonio,1997,no writ).

Respectfully, when in petition before this Honorable Court where a district court rendered summary judgment against plaintiff, plaintiff's version of the facts [has] to be accepted on appraisal of his claim by the Supreme Court Fed. R. Civ. Proc. 56(c); 28 U.S.C.A.; and *Bishop v. Wood*, 426 U.S. 341 (1976).

Haase executed Truth, Note and Security to finance his TX Homestead *Supra*. Respondent is evidenced to have breached said contractual documents by refusing to

24 Op conflicts - "For the trial court to perform a summary judgment ruling, the trial court must find that there is no genuine issue of material fact" *Amoroso v. Aldine Indep. School Distr.*, 808 S.W.2d 118,121 (Tex. App.-Houston [1st dist.] 1991,pet.den.). "To prevail, [Respondent is] required to prove that there is no genuine issue as to any material fact and that [it is] entitled to judgment as a matter of law" *Park Place Hosp. v. Estate of Milo*, 909 S.W.2d 508,510 (Tex.1995). "The party moving for traditional summary judgment [has] the burden to submit sufficient evidence that establishe[s] on its face that 'there is no genuine issue of material fact' and that it is 'entitled to judgment as a matter of law'" *Amedisys, Inc. v. Kingwood Home Health Care, LLC*, 437 S.W.3d 507,511 (Tex.2014). "Evidence favoring [Haase] will be taken as true, with reasonable inferences indulged and doubts resolved in [Haase's] favor" *Harwell v. State Farm Mut. Auto. Ins. Co.*, 896 S.W.2d 170,173 (Tex.1995); and, *Nixon v. Mr. Property Management Co.*, 690 S.W.2d 546, 548–549 (Tex. 1985). The court, "[examines] evidence in the light most favorable to [Haase] and [indulges] all reasonable inferences and resolves all doubts in [Haase's] favor" *Goodyear Tire & Rubber Co. v. Mayes*, 236 S.W.3d 754,756 (Tex.2007) (per curiam). Finally, "[e]vidence favoring [Respondent] will not be considered if it is controverted by [Haase]" *Robinson v. Chiarello*, 806 S.W.2d 304,307 (Tex. App.-Fort Worth 1991,writ denied).

accept the contracted monthly principal and interest payment, \$1,241.70, *Supra*, demanding of Haase monthly amounts ranging from \$1,290.62 to \$2,987.12 *Supra*; in response, Haase noticed Respondent, Lender, and/or Servicer, to comply with Note, e.g. contract, *Supra*; instead of compliance, Respondent, Lender and/or Servicer, noticed Haase of mortgage default, acceleration and intent to accelerate *Supra*.

Security defines contract breach by Respondent, Lender and/or Servicer, as a time of sixty (60) days after notice by Haase for Respondent, Lender and/or Servicer, to comply with contract; after which, should Respondent not comply, Respondent forfeits all principal and interest *Supra*.

Op puts forth a false representation relating to homeowner's insurance *Ap.1,3-4,21*; there is no evidence to support this falsehood. In fact, Haase sent numerous letters to Respondent, Lender and/or Servicer, to ascertain what was the issue *Id*, never receiving a response, certainly never receiving demand or notice for payment of homeowner's insurance.

Now, Respondent improperly claims a question of homeowners' insurance *Ap.1,3-4,21*; Security provides in the event of such an occurrence that any "Respondent payment bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from [Respondent] to [Haase] requesting payment" *Supra*.

Again, it is critical to note there is no evidence of any notice from Respondent, Lender and/or Servicer, to Haase for payment of homeowner's insurance prior to Respondent, Lender and/or Servicer placing Haase's Note in default, acceleration and providing notice to accelerate *Supra*. Most importantly, in deposition, neither Haase nor his ex-wife, Audrey Haase, are aware of or received any notice regarding homeowner's

insurance. All is while, Respondent did notice Haase to obtain a new homeowner's insurance policy, a notice upon which Haase timely complied *Supra*. Finally, Respondent and Haase are contractually required to provide a sixty (60) day notice to the other to comply with contract prior to any claim of breach thereto *Supra*. Critically, section 59(a)(5)(Q)(x) of the TX Const is quoted in Security *Supra*.

While interpretation of the intent and language of contractual documents is a fact question for the jury, “[g]enerally, the writing alone is sufficient to express the parties' intentions for it is the objective, not subject intent, that controls” *Matagorda County Hosp. Dist. V. Burwell*, 189 S.W.3d 738,740 (Tex. 2006); and “[c]ontract terms are given their plain, ordinary, and generally accepted meanings” *Valence Operating Company v. Dorsett*, 164 S.W.3d 656,662 (Tex. 2005).

Haase first noticed Respondent, Lender and/or Servicer, to comply in an Express Mail Letter August 30, 2007 *Supra*; while, there is no evidence of any Respondent, Lender or Servicer, compliance or response within 60 days; when, a 60 day compliance is required by the TX Const and Security, contract, *Supra*.

While Respondent Breach of Contract is a fact question for jury deliberation, material evidence for jury deliberation demonstrates that Respondent, Lender and/or Servicer breached contract, Note, Truth and/or Security: 1) multiple times demanding a monthly payment of \$2,987.00 without any justification *Supra*, when the contracted monthly payment is \$1,241.70 *Supra*; 2) not relinquishing principal and interest due after refusing to comply within the 60-day notice *Supra*; 3) placing Haase's Note in default, acceleration and notice of intent to accelerate without providing Haase the

requisite 60-day notice to comply *Supra*; 4) placing Haase's Note in default, acceleration and notice of intent to accelerate for a homeowner's insurance payment that was not requested per Security *Supra*; and finally, 5) refusing to accept the contracted monthly payment of \$1,243.70 *Supra*.

"A breach of contract occurs when a party fails to perform an act or thing that the party has expressly or impliedly promised to perform" *Gasper v. Lawnpro, Inc.*, 372 S.W.3d 754,757 (Tex.App.-Dallas 2012,no pet.); *Henry v. Masson*, 333 S.W.3d 825,835 (Tex.App.-Houston [1st Dist.] 2010,no pet.); *R&W Supply, Inc. v. Beckman*, 305 S.W.3d 10,16 (Tex.App.-Houston [1st Dist.] 2009,pet.denied).

Default or breach of contract by one party excuses performance by the other party²⁵. More accurately and a fact issue for jury deliberation, breach of a "mutually dependent promise" excuses performance of a reciprocal "dependent promise"²⁶. Among other things, this means that when one party breaches a dependent promise, the party not in breach may bring suit for breach of contract without having performed the party's contractual obligations²⁷. A contention that a party to a contract is excused from performance because of a prior material breach by the other party is an affirmative defense that must be affirmatively [pled]²⁸; Haase so plead *CR.2510*.

Haase has demonstrated, at a minimum, genuine issues of material fact against summary judgment. Respondent, Lender and/or Servicer, is evidenced in at least five

25 *Mustang Pipeline Co. v. Driver Pipeline Co.*, 134 S.W.3d 195,196 (Tex.2004); *Quick v. Plastic Solutions of TX, Inc.*, 270 S.W.3d 173,190 (Tex.App.-El Paso 2008,no pet.h.); *Compass Bank v. MFP Financial Services*, 152 S.W.3d 844, 852 (Tex.App.-Dallas 2005,pet.denied); *Gupta v. Eastern Idaho Tumor Inst.*, 140 S.W.3d 747,756 (Tex.App.-Houston [14th Dist.] 2004,pet.denied); *Barnett v. Coppell North TX Court, Ltd.*, 123 S.W.3d 804,815 (Tex. App.-Dallas 2003,pet.denied).

26 *Tesoro Petroleum v. Nabors Drilling USA*, 106 S.W.3d 118,127 (Tex.App.-Houston [1st Dist.] 2002,no pet.) (prerequisite to [] excuse of performance is that covenants must be mutually dependent promises).

27 *Arceneaux v. Price*, 468 S.W.2d 473,474 (Civ.App.-Austin 1971,no writ).

28 *Compass Bank v. MFP Financial Services*, 12 S.W.3d 844,852 (Tex.App.-Dallas 2005,pet.denied).

instances of material breach of contract, thereby demonstrating at least five genuine issues of material fact.

“To perform a summary judgment ruling, the [court] must find that there is no genuine issue of material fact” *Amoroso v. Aldine Indep. School Distr.*, 808 S.W.2d 118,121 (Tex.App.-Houston [1st dist.] 1991,pet.den.). While a fact issue for jury deliberation, Haase has further presented evidence of many and certainly at least one vital fact against summary judgment that demonstrates Respondent, Lender and/or Servicer, breach of contract; Haase has evidenced vital fact(s): (a) that are evident, (b) the court is not barred from giving weight, and (c) that present more than a scintilla of material evidence, and where (d) there is no evidence that conclusively establishes the opposite.

“A no evidence point [can only] be sustained when (a) there is a complete absence of evidence of a vital fact, (b) the court is barred by rules of law or of evidence from giving weight to the only evidence offered to prove a vital fact, (c) the evidence offered to prove a vital fact is no more than a mere scintilla, or (d) the evidence conclusively establishes the opposite of the vital fact” *King Ranch v. Chapman*, 118 S.W.3d 742,751 (Tex.2003).

While Haase demonstrates many genuine issues of material fact, just one demonstrated genuine issue of material fact provides Haase a constitutional right to trial by jury as was scheduled June 18, 2012 *TDoC* and requested a second time October 16, 2019 *TDoc*.

“The trial of all causes in District Courts, the plaintiff or defendant shall, upon application made in open court, have the right of trial by jury; but no jury shall be empaneled in any civil case unless demanded by a party to the case, and a jury fee be paid by the party demanding a jury, for such sum, and with such exceptions as may be prescribed by the Legislature” *Art. V § 10 TX Const.*

“The right to trial by jury is one of our most precious rights, holding a sacred place in English and American history” *General Motors Corp. v. Gayle*, 951 S.W.2d 469,476 (Tex.1997); also, “[d]enial of a party’s constitutional right to trial by jury constitutes reversible error” *McDaniel v. Yarbrough*, 898 S.W.2d 251,253 (Tex.1995).

Summary judgment was an abuse of discretion and reversible error; while critically, having no federal question. TX Courts are respectfully not required to follow an order from a federal court in regard TX Law unless that court is the United States Supreme Court²².

Op conflicts with the TX Const Art I § 15, Art. V § 10, Art. XVI §§ 50(a)(6)(Q)(x) and 50(c), Statutes, Rules, Codes and Case Law. Importantly, Op conflicts with the US Const Amend VII and Art. VI Cl 2.

Question 3 - Whether there is a fundamental right of contract?

Given material evidence, at least one contractual obligation in at least one of Note, Trust and Security must be impaired for Respondent to prevail.

Monthly Principal and Interest Payments - Security states that should Respondent, Lender and/or Servicer, not comply with Note after Haase provides a 60-day notice to comply “all principal and interest be forfeited by [Respondent]” *Supra*.

Haase noticed Respondent, Lender and/or Servicer of contract non-compliance, asking Respondent, Lender and/or Servicer, to comply *Supra*. There is no evidence of Respondent, Lender and/or Servicer, compliance nor response to Haase’s many notices *Supra*. It can therefore be readily established that, per contract, Security, ***Respondent is contractually required to forfeit all principal and interest in Note.***

Homeowner’s Insurance – Respondent, Lender and/or Servicer, noticed Haase September 11, 2007 of an alleged lapse in homeowner’s insurance coverage (of which Haase was not aware) and that to maintain monthly principal and interest payments, Haase needed to timely obtain homeowners insurance; it is evidenced Haase timely met the demand and requirement of Respondent within days *Supra*. Importantly,

should Haase not have complied with the noticed demand of Respondent, Lender and/or Servicer, Respondent purchase of homeowner's insurance "shall become additional debt of [Haase] and shall be payable, with interest, upon notice from [Respondent] to [Haase] requesting payment" *Id.*

Again, *it is critical to note that there is no evidence of any notice from Respondent to Haase for payment of homeowner's insurance Supra.*

Op violates contractual obligations in Note and Truth by requiring Haase make monthly principal and interest payments of \$2987 when \$1247 is contracted. Op further violates contractual obligations in Surety by requiring Haase to have made a homeowner's insurance payment without notice and not requiring Respondent to forfeit principal and interest by refusing contractual payments.

Forcing scenarios that are both outside of and conflicting with contract is for the TX400th and TX1CoA to violate Haase's Right of Contract that is protected by the US Const Art. I § 10 Cl. 1 *Supra*, as well as the TX Const Art. I § 16 *Supra*. Respondent, Lender and/or Servicer, is contractually required to:

- a) Accept monthly principle and interest payments of \$1243; however, Respondent refused *Supra*.
- b) Notice Haase of any needed payment of homeowners' insurance; however, there is no evidence that Respondent provided notice *Supra*.
- c) Comply with Note and Security upon notice from Haase; however, after receipt of Haase's notice, it is evidenced that Respondent, Lender and/or Servicer, did not comply *Supra*.
- d) Forfeit all principal and interest as compliance was not achieved within 60 days of Haase's notice to Respondent for compliance *Supra*.
- e) Conform strictly to provisions of the TX Const which also requires that Respondent forfeit principal and interest as compliance was not achieved within 60 days *Supra*.

“The Contract Clause's prohibition of any state law impairing the obligation of contracts must be accommodated to the State's inherent police power to safeguard the vital interests of its people. The threshold inquiry is 'whether the state law has, in fact, operated as a substantial impairment of a contractual relationship'” *Allied Structural Steel Co. v. Spannaus*, 438 U.S. 234,244, 98 S.Ct. 2716,2722,57 L.Ed.2d 727; also, *Energy Reserves Group, Inc. v. Kansas Power and Light Co.*, 459 U.S. 400 (1983).

Op conflicts with TX Const, specifically, the TX Const Art. I § 16 and Art. XVI §§ 50(a)(6)(Q)(x) and 50(c), Statutes, Codes and Case Law. Importantly, Op conflicts with Art. I § 10 Cl 1 and Cl 2 of the US Const.

Op Makes Many False Representations – Haase understands and appreciates that the Court would not wish a petition based upon factual errors. Respectfully, in the instant petition, there are so many factual errors as to create a false narrative that does not resemble the record²⁹.

Importantly, Op falsely presents that Countrywide obtained summary judgment *Ap.5*. Not so; Countrywide did not even exist at that time *Ap.31;CR.886*, nonsuiting all claims *TDoc*; while, the same judge in the TX400th, Vasek, thereafter scheduled a jury trial [the falsehood and audacity to improperly argue summary judgment before a trial court without Standing or even existence - such fraud].³⁰

²⁹ Op rules in footnote 1 that Petitioner improperly represents himself as a corporation; this is another false representation; Petitioner has stated in numerous filings before TX and does so before this Court that Petitioner represents himself as a citizen of the United States and Texas Corporations in all caps and as citizen of the United States and Texas Republics in lower case letters, as is convention.

³⁰ Respondent has made this same false representation to every court involved with this Cause.

Summary and Conclusion

Op is repugnant to the law, TX and US Const, Statutes, Rules, Codes and Case Law. In combination with false material presentations, Op can only be considered a fraudulent document.

Respectfully, Certiorari needs be granted.

Respectfully, the rule of law must be maintained.

Respectfully, home mortgages need the rule of law.

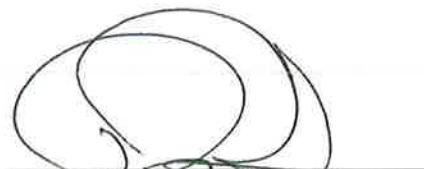
Respectfully, an earned Home is a right to life, liberty and the pursuit of happiness, which needs protection.

Respectfully, Haase's Claims should be reinstated and this Cause either provided Ruling by this Honorable Court or Remanded for a jury trial on the merits, as was scheduled.

Respectfully submitted,



RICHARD ALAN HAASE, Pro Se'



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No. _____

IN THE
Supreme Court of the United States

RICHARD HAASE and Richard Alan Haase;

Petitioner

V.

DEUTSCHE NATIONAL BANK AND TRUST COMPANY, INC; et al.

Respondents

On Petition for Writ of Certiorari to the Supreme Court of Texas

CONTENT DECLARATION

1. "My name is RICHARD ALAN HAASE and Richard Alan Haase. I am filing the instant petition for Writ of certiorari to the United States Supreme Court from the First Court of Appeals for the State of Texas ("TX"), *RICHARD ALAN HAASE & Richard Alan Haase v. DEUTSCHE BANK NATIONAL TRUST COMPANY, INC., et al.; No. 01-20-00854-CV*, having petition for review denied by the TX Supreme Court. I am over the age of eighteen (18) and of sound mind. I reside in Fort Bend County, TX. I have never been convicted of a crime and am fully competent to make this Declaration. I am not disqualified to testify as a witness in any Court. I have personal knowledge of the facts stated herein; they are all true and correct. I am in possession of my mental faculties and competent to make this Declaration."
2. "I do swear that, in the instant petition, every factual presentation is true and legal argument correct to be best of my ability."
3. "I do further swear that in correcting my petition to Rules of the Court from the November 23, 2024 submittal, there is no substantive change in content."
4. "I do still further swear that, to the best of my knowledge and ability, appendix pages 1 through 72 attached to the instant petition are true and accurate copies or recreations of the original document converted to a 12 point Century Schoolbook Font."

5. "I am the custodian of my legal records in this proceeding. I am familiar with the manner in which said records are created and maintained by virtue of my duties and responsibilities."
6. "It is my regular practice to make a true and correct copy of a record at or near the time of each act, event, condition, opinion or diagnosis set forth in the record."
7. "It is the regular practice of me to keep these types of records in the course of my regularly conducted business activity, and to make a true and correct copy from information transmitted by persons with knowledge of the matters set forth in the record."

A handwritten signature in black ink, appearing to read "Richard Alan Haase".

By: _____

Richard Alan Haase
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Richard.Haase@clearvalue.com