24-5948

USCA5 22-50111

In the
Supreme Court of the United States

ON WRIT OF CERTIORARI
INCLUDING APPENDIX

THE UNTIED STATES COURT OF APPEALS

Fifth Circuit Case No. 22-50111
&
1:21-CV-00151 RP Texas Western District Federal Court

KENT GRAHAM and COLETTE SAVAGE,
Plaintiffs-Appellants
in Pro Se
v.
Defendants- Respondents: MARK SAVAGE; MICHAEL MCDONALD; VIJAY MEHTA; THOMAS GRAY of 10TH COURT OF APPEAL; REX DAVIS OF 10TH COURT OF APPEAL; LEE HARRIS- JUDGE 66TH DISTRICT COURT

October 28, 2024

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QUESTIONS PRESENTED

Question One: If the courts are reporting fraudulent-falsified facts do court judgments becomes an illegality? (this applies to all courts promising independent review)

Question two: If a debt does not exist, can a Texas court construct a fictitious contract, backdate and impose that illegal contract on a pro se litigant that conflicts with all previous settlements?

Question Three: Can illegal forfeitures expose money laundering in the court by KNOWINGLY and purposefully recycling the same illegal oral foreign state debt tactic attacking the same injured party repeatedly and abusively in a manifest injustice of law?

PARTIES TO THE PROCEEDINGS

Rule 12.6

Judgments to be reviewed

Case 52939

Texas State 66th District Court

Respondent- Defendant- Mark Savage, represented as LENDER, brother to plaintiff

Settled by foreclosure January 5, 2016-

App D Ex 1

Case 52939

Motion for Summary Judgment filed July 2016 by Mark Savage

(request review of state judgment overruling foreclosure settlement)

Entered $383,000 judgment with interest and penalties January 31, 2017

App D Ex 3

10-17-000139

Mark Savage, COA WACO district 10

App C Ex 2

1:21- CV- 00151

Western Federal Court Austin Texas

Respondents: Mark Savage, Judge Lee Harris, Justice Thomas Gray, Rex Davis and refused to answer Al Scoggins

App B Ex 1, 2

22-50111

Fifth Circuit Appeal

Respondents: Mark Savage, Thomas Gray, Rex Davis, Al Scoggins (refused to answer)

App A Ex A

Transferred to Federal Court to resolve conflict of settlements and California state probate law

Federal Austin District Court case

1:21- CV -000151

Dismissed without proper review conflicting with previous foreclosure settlement and California probate settlements and orders

Fifth Circuit –

22-5011

Dismissed without proper review

Conflicting with previous foreclosure settlement and California probate settlements and orders , conflicting with Mark's previous appeal dismissal for late response

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in order of latest denials and contradictory dismissals for proper review

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TABLE OF AUTHORITIES

JURISDICTION

REQUEST FOR REVIEW PROPER JURISDICTION
An extension of time to file the petition for writ of certiorari was granted on

Opinions Below to be reviewed for legality
Request for federal court review for judgement fraud, unlawful judgment

#1 See Appendix A 22-5011
Fifth Court of Appeals
The date on which the Fifth Circuit decided our case was March 24, 2023 and then again on April 17,2023.

A petition for rehearing was denied by the Fifth Circuit appears on Appendix A

#2 1:21 CV -000151:
The Opinion of the Western District of Texas Federal Court Austin appears in App B 8-16-22
Reconsideration opinion occurred on 8-31-22

3 COA WACO 10-16-00036
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Summary Judgment after foreclosure settlement
January 31, 2017
Reconsideration requested 2-24-17
Denied on 3-3-2017

State and Federal Statutes and Rules violated

Truth in Lending Act Violations under Texas ALL COURTS

Codified

§ 1640 of the Truth-in-Lending Act, RESPA

FAIR DEBT COLLECTION PRACTICE ACT

UNSOPHISTICATED CONSUMER UNDER FAIR DEBT COLLECTION PRACTICE *pg 14,18,20,24*

*Smith v. Transworld Systems, Inc., 953 F.2d 1025, 1028 (6th Cir.1992); Graziano v. Harrison, 950 F.2d 107, 111 (3d Cir.1991); Jeter v. Credit Bureau, Inc., 760 F.2d 1168, 1174-75 (11th Cir.1985), Johnson v. NCB Collection Services, 799 F.Supp. 1298, 1306 (D.Conn. 1992); Rabideau v. Management Adjustment Bureau, 805 F.Supp. 1086, 1094 (W.D.N.Y.1992); Britton v. Weiss, 1989 WL 148663, at *2, 1989 U.S.Dist. LEXIS 14610, at *6 (N.D.N.Y. Dec. 18, 1989); cf. Riveria v. MAB Collections, Inc., 682 F.Supp. 174, 178 (W.D.N.Y.1988) (using "unsophisticated consumer" standard). This standard has also been adopted by all federal appellate courts that have considered the issue. Baker v. G.C. Services Corp., 677 F.2d 775, 778 (9th Cir.1982). But see Blackwell v. Professional Business Services, of Georgia,*

*Inc., 526 F.Supp. 535, 538 (N.D.Ga.1981) (applying "reasonable consumer" standard). **We now adopt the least-sophisticated consumer standard for application in cases under § 1692e.** In doing so, however, we examine in some detail the purposes served by this standard as well as the extent of the liability that it creates.*

The basic purpose of the least-sophisticated-consumer standard is to ensure that the FDCPA protects all consumers, the gullible as well as the shrewd. This standard is consistent with the norms that courts have traditionally applied in consumer-protection law. More than fifty years ago, the Supreme Court noted that

DOCUMENT AND ORAL FORGERIES

Under Texas law any alteration of a DEED OF TRUST or contract constitutes forgery. *Penal code 32.21 : "Forge" means: (A)to alter, make, complete, execute, or authenticate any writing so that it purports:(i)to be the act of another who did not authorize that act; Penal code 32.21 (B) to issue, transfer, register the transfer of, pass, publish, or otherwise utter a writing that is forged within the meaning of Paragraph (A) above* *pg 3*

Sec22.04 (Injury to a Child, Elderly Individual,) *pg 11*

Forgery 32.21 C under wills, trusts and deeds of trusts *pg 3,7*

Texas forgery 32 (7) backdating counterfeits *pg 10*

Tex Forgery 32. (2) (e) Subsect (e-1) two writings *pg 11*

UNITED STATES CONSTITUTION AMENDMENTS OFFENDED and VIOLATED

1. First Amendment denied right to address grievances. Not one cause of action litigated. *(Page 8,10)*
2. The Fourth Amendment to the United States Constitution is part of the Bill of Rights. It prohibits unreasonable searches and seizures. *(Page 4, Manifest Injustice for appealing,10 illegal property seizures,19)*
3. The Fifth Amendment says to the federal government that no one shall be "deprived of life, liberty or property without due process of law." *(page 4 due process denied) No examination of documents pg 8,10,19,28*
4. Seventh Amendment right to trial by jury. There were enough facts to send this case to trial or at least admit proper hearings. These judges are not judgment by peers. *(Denied right to trial requested. Page 8,10,19)*
5. Ninth Amendment: The enumeration in the Constitution, of certain rights, shall not be construed to deny or disparage others retained by the people. *(Page 8,19)*
6. Fourteenth Amendment, ratified in 1868, uses the same eleven words called the Due Process Clause to describe its legal obligation of all the states. (a)The Fourteenth Amendment also demands that the State preserve potentially exculpatory evidence on behalf of litigants which also includes evidence suppressed. The court had the capacity to preserve the evidence. U.S. Constitution; The Due Process Clause of the Fourth Amendment U.S. Const. Amend. XIV § 1 provides: *(pg 8,10,19)*

   > [N]or shall any State deprive any person of life, liberty, or property, without due process of law.

   (b) "what might loosely be called the area of constitutionally guaranteed access to evidence." *United States* v. *Valenzuela-Bernal*, 458 U. S. 858, 867 (1982).
7. Section 242 of Title 18 makes is a crime for a person acting under color of any law to willfully deprive a person of a right or privilege protected by the Constitution or laws of the United States.

STATEMENT OF THE CASE
Mark Savage persona non grata in Trust
Rule 14 .1
FACTS

Judge Lee Harris under (52939) Hill County, Texas district court and subsequent Waco Appellate 10 (10-17-000139) establishes itself as COURTS engaged in illegal corrupted DEED transfers, misrepresenting ANY true debt under Mark Savage's fraudulent **inadmissible** *"security"* titled and specified in the subject matter as **real estate** lending "DEED OF TRUST", dated August 22, 2014. Mark Savage, FIDUCIARY, brother to plaintiff, Colette, cancelled his $240,000 lending offer on six of his sister's properties in Hubbard, Texas BY NOT LENDING. *(App G Ex A,B,C)* Mark, LENDER and LENDERS' ATTORNEY Michael McDonald RECORDED their stolen August 22, 2014 DEED September 5, 2014 and transferred Colette's properties to themselves without Colette's knowledge, notice or permission and then held her properties hostage for more than one year.

CLOSING never occurred on Mark and McDonald's DEED OF TRUST. There is NO CLOSING without their $240,000 loan transfer to Colette and both parties signing under Tex Bus & Commerce Code 26.02. *(App H Ex B)* Any judgment referring to Mark's $240,000 loan is void for fraud and exclusions not allowed under statute 26.02.

> "An agreement, promise, or commitment to loan more than $50,000 MUST BE IN WRITING AND SIGNED BY THE LENDER OR IT WILL BE UNENFORCEABLE."

FIDUCIARIES Mark and McDonald committed securities fraud transfers by collateralizing Colette's properties secretly through McDonald's illegal Hill County recording, acting in the illegal false position and pretense as her real estate "TRUSTEE" and Mark as counterfeit LENDER when no closing occurred mandated by law. *(App H Ex 1 Texas Constitution # N; App G Ex A,B,C).*

Mark and McDonald's ILLEGAL RECORDING was inadmissible. The basis for their defense, filing foreclosure after stealing Colette's properties is prohibited under their own failed lending August 22,2014 DEED OF TRUST. Both real estate FIDUCIARIES seized Colette's collateral without notice, purposely failing their own $240,000 mortgage lending DEED OF TRUST. (*Tex Const violation App H Ex 1 :(Q) (5)*) This establishes mortgage, grand larceny securities fraud, the Harris court knowingly creating an illegal January 31,2017 judgment under an August 22, 2014 "Promissory Note" that does not exist and by exchanging collateral. (*Tex Const violation App G Ex 1 (H)) introduced to federal court (App D Ex 3,4)* All legal fees, court fees, sanctions and lending interest are inadmissible by law. *(26.02 App H Ex 2)* There is no security nor securitization that was or could be legally transacted. These are not court mistakes. *(App D Ex 4)* Those are illegal abstracts derived from Judgments unlawfully with intent, targeting plaintiff. Some of those abstract of judgments evince 4th amendment violations sanctions with seizures for appealing this manifest injustice without any due process. *(App D Ex 4 abstracts)* This is the reason we sent the case to Federal court for review. We met the requirements of Rooker Feldman. (*App D Ex 3 pg2)* Mark and McDonald's evidence is in inadmissible form since it refers to Mark's imaginative *recollection* and *recounting* a completely different agreement that does not exist. *(App C Ex 2 COA #10)* Hearsay is not a defense to illegal securities fraud. Hearsay is not an agreement. Hearsay was never exchangeable. There is NO August 22, 2014 "*Promissory Note*".

. Defendant judges are barred from inadmissibly exchanging jurisdiction under Mark' s unsecured DEED OF TRUST with a void, involuntary August 22, 2014 *"Promissory Note"* never signed, never produced because it relies on unlawful hearsay. It is a court inadmissible oral forgery. It does not exist! It was never delivered. (*See App D Ex 3 Harris judgment which proves no verification and fraud)*

The intimidation and terroristic targeting at the INJUNCTION occurs again after the (intentionally) illegally held public foreclosure sale was enforced by the Harris and COA WACO court on January 4, 2016 (10-16-00036) knowing there was

NO legal security and forcing Colette to purchase back her stolen properties by publicly held auction. *(See order App D Ex1) A new Trustees DEED WAS RECORDED January 7, 2016 warranting all properties back to Colette after sale. Mark's motion following the sale proves laundering an illegal transaction. (App G Ex G) see check for $10,001 (App G Ex F)*

"TITLE THEFT is the fastest growing crime throughout the United States. We believe this case is of great importance, especially to the senior most vulnerable population." TITLE THEFT occurs quite often by insiders, relatives with fiduciary knowledge.

> FORGERY 32.21 (C) (d) Subject to Subsection (e-1), an offense under this section is a state jail felony if the writing is or purports to be a ***will, codicil, deed, deed of trust, mortgage, security instrument, security agreement, credit card, check, authorization to debit an account at a financial institution,*** or similar sight order for payment of money, contract, release, or other commercial instrument.

The Real Estate Lien Note was never recorded under Hill County Recorder's office. *(App G Ex B)* Therefore, it was presented to the Harris court with proof the Real Estate Lien Note was NEVER perfected by ANY legal steps. *(See Pet 52939 vol 1 doc 130-138 Texas 51.008)* It is another counterfeit. It has no independent value or legal significance because it states it is ***only*** secured by Mark's unsecured DEED OF TRUST. No loan. No debt, no default under their void Real Estate Lien. It is uncollectable under their DEED OF TRUST final paragraph. Therefore, McDonald's lien proves their lending service FAILED and proves intent to defraud Colette, unsophisticated principal. Take Judicial Notice of the title of the note; "Real Estate Lien Note" which cannot be exchanged nor re-negotiated for any other non security! McDonald constructing a Real Estate Lien Note August 22, 2014 is made void by his own terminated DEED OF TRUST and by voiding his brokered $240,000 promised loan. There was no affidavit signed by Mark with any bill for a Real Estate Lien Note debt ever attached on August 22, 2014 which mandated by Texas

lien law. There is no default. The final paragraph relies on the Real Estate Lien Note $240,000 loan as *the final loan document between the parties. (App G Ex C pg 2)* Mark's Real Estate Lien Note could not occur without Mark's $240,000 loan stipulated under Mark's DEED OF TRUST final clause. There is no other $240,000 service besides Mortgage Lender's Servicer that exists in Mark's DEED OF TRUST (pg 3&5 circled for the court). No debt. No lien. No loan. No service. Nor is the Real Estate Lien Note exchangeable or negotiable as a probate debt that never occurred in California. There was no legal recording on Mark's Real Estate Lien Note. *(See App H Ex J)* *(No loan- See Ex G Ex I)* No process of law occurs in the Harris court.

The sale of Mark's DEED OF TRUST and Real Estate Lien Note satisfied, removed and cancelled all liens off the Real Estate Lien Note and returned all properties and DEED OF TRUST to Colette after sale. *(App G Ex F, G see final paragraph proving satisfaction)* This evidence establishes corruption in both state courts to allow for another recovery after returning the properties when Mark and McDonald never held ANY note after their sale to bring to their unlawful and inadmissible Motion for Summary Judgment. That triggered plaintiff a transfer to federal court under Rooker Feldman requirement, proving state court frauds that caused state court harms and abuse against plaintiff by fraudulent state court judgment. This is the reason for our writ. We are exposing involuntary counterfeits to cover up counterfeits.

All defendants, including the Texas state court judiciary targeted and seized Colette's inheritance by Mark using Judge Harris's unlawful Texas Judgment that refers to an August 22, 2014 nonexistent $240,000 "Promissory Note". The judgment and action specifically testifies to its own fraud. *(App D Ex 3)* Colette's, California Bank of Marin Trust Account heist of $583,000 occurred under Judge Lee Harris unlawful judgment and numerous illegal Abstracts after Mark and McDonald's laundered their sale of PROMISED SATISFACTION under their own NOTICE OF TRUSTEE SALE. *(App G Ex F see final paragraph).* That evinces laundering sale a second time after returning all properties back to Colette. *(App G*

Ex G new DEED and check proving sale) That stipulates to over $900,000 in illegal seizures by laundering the settled foreclosure sale as if the sale did not occur.

Judge Lee Harris's fraudulent January 31, 2017 Judgment refers to Mark's August 22, 2014 "Promissory Note" he knows does not exist. There is NO legal exchange, for a Promissory Note never signed, never delivered and never produced by defendants prior to sale and after sale promised settlement. *(App G Ex F final paragraph).* The defendant's hearsay is ***excluded by law*** under Texas Bus and Commerce Code 26.02 *(App H Ex 2)* ORAL AGREEMENTS PROHIBITED, and excluded under Fair Debt Collection Act Deceptive forms and falsified misleading misrepresentation of a debt. *(FDCPA 15 USC 1692a (d) interfering in interstate commerce and illegal collection letter violates § 1692e)*

. Judge Harris illegally admitted Mark and McDonald's hearsay ORAL precluded forgery *"Promissory Note"* never discovered nor admitted into evidence. The Harris judgment is void for proof. August 22, 2014 hearsay "Promissory Note" was illegally sold and never survived Mark and McDonald's unlawful Trustee public foreclosure auction. Judge Lee Harris inextricably involves himself in double securities fraud, knowingly acting as a bad faith illegal collector on behalf of Mark and his attorneys prior to the sale and then after the sale PROMISES SATISFACTION with a new January 5, 2016 TRUSTEES DEED. *(App G Ex F, G).*

Colette Savage, remained **BORROWER under Mark's DEED OF TRUST until sold January 5, 2016.** That position cannot be exchanged by Judge Lee Harris nor COA DISTRICT 10 Justices prior to sale or after. There is NO August 22, 2014 "Promissory Note" that has any subject matter nor could exchange Colette as BORROWER with any other position under the fictitious illegality. In fact, Judge Harris and COA WACO (10-16-00036) knows Mark and McDonald's DEED OF TRUST cancels itself under TRUTH IN LENDING ACT violations by never disclosing mandated BORROWER'S RIGHTS; only LENDER'S RIGHTS prior to sale. Colette rescinds Mark and McDonald non lending DEED OF TRUST under

Truth in Lending Act and that is her right by law unavoidable by Texas state courts who never litigates Truth in Lending Act at her INJUNCTION to cease the January 5, 2016 foreclosure sale then after the sale that launders the scheme a second time which resulted in the Harris contradictory judgment. Judge Harris 66th court 52939 refused to litigate Truth in Lending Act and in fact suppressed the act which gave Colette a legal right to transfer her case to federal court under 5TH amendment and Brady violations. (*Jesinoski v. Countrywide Home Loans, Inc., SCOTUS 2015 applies to fed and state law)*

Judge Lee Harris followed by COA WACO #10 allowed Mark to launder his sold DEED OF TRUST to the detriment of Plaintiff, Colette after the sale warranted the new TRUSTEE'S DEED. Their sale settlement contradicts their issued TRUSTEES DEED January 5,2016. That argument is denied admissibility under his own sold DEED OF TRUST. It shows the mindset of Texas state court intent. Mark and McDonald's irrelevant, non-evidentiary impossibility *("Promissory Note" August 22, 2014)* was never admissible and has NO JURISDICTION in any court nor could be re-counterfeited after the sale. A California hearsay security has no jurisdiction in Texas. *(App G Ex B proving the courts instituting prejudice, abuse and malice and this should not go unnoticed. (FDCPA 15 USC 1692a (d) interstate commerce)*

. Judge Lee Harris testifies by co-creating, co-authoring Mark and McDonald's ORAL **nonexistent** August 22, August 22, 2014 Promissory Note and participated in backdating that oral forgery to August 22, 2014 in his own January 31, 2017 judgment. *(App D Ex C Harris judgment)* There is no mention of Mark's DEED OF TRUST, his non lending and the sale in Judge Lee Harris January 31, 2017 trial court judgment. (52939) The judgment is not legal. The Abstract Judgments following are NOT real nor admissible. Mark and McDonald's August 22,2014 "Promissory Note" is an illegal security with all oral subject matter referring to California probate. It is a Texas court sponsored fraud. Where no note exists, there is no security. All transfers are frauds.

The material three-documents offered, delivered arrived on August 22, 2014. (DEED OF TRUST, ACKNOWLEDGMENT FOR NON REPRESENTATION BY LENDER'S ATTORNEY (here-in referred to as Acknowledgment), Real Estate Lien Note (*herein cited as App G Ex A,B,C)* There was no contradictory August 22, 2014 "Promissory Note" delivered at the time of McDonald's mortgage lending non contracted offer. Mark and McDonald are not holders, owners of any securities or any documents. Nor are they TRUSTEES under any other security. Nor could Mark and McDonald be designated by Texas courts as inadmissible California Probate Trustees under their alternative "recollected" August 22, 2014 "*Promissory Note*" NEVER introduced into evidence in any court. Take judicial notice the sale was as is for satisfaction of the debt!

Question One: If the courts are purposely reporting fraudulent false facts, do court judgments become an illegality? (this applies to all courts promising oversight and not delivering)

Take judicial notice: **Not one legal transaction ever occurred under any documents.** There is no legal judicial discretion to amend Mark's void DEED OF TRUST. Mark's oral August 22, 2014 Promissory Note hearsay is an undisclosed non-debt the Texas state courts inadmissibly allowed Mark to "recount" and recollect ex parte. Mark's oral one sided *"recollection"* was never committed into writing titled August 22, 2014 "*Promissory Note".* This evinces the Texas courts illegally EDITING and novating under the Grand Larceny of Mark's DEED OF TRUST. Mark was a fraudulent PROMISOR- LENDER- OBLIGOR under his written real estate specified $240,000 principal sum loan and McDonald is defined and represents himself fraudulently twice in their August 22, 2014 DEED OF TRUST as MORTGAGE LENDER'S SERVICER. Both defaulted. *(App G Ex A pg 3&5)* There are **NO UNWRITTEN** ORAL AGREEMENTS between the parties. *(App G Ex A,C final paragraph) The defendant judges could not exchange or preclude Mark and McDonald's final paragraph by creating, sponsoring and*

testifying by a fictitious judgment of an alternative instrument that has no Texas jurisdiction. (See App D Ex 3) The Texas state judiciary becomes a party to the fraud- specifically forgery.

The Texas state court illegally admitted Mark and McDonald's perjured, August 22, 2014 California Promissory Note that never existed, never contracted as any security to contradict Mark and McDonald's recorded August 22, 2014 DEED OF TRUST. The court adjoins Mark in recollecting a separate note from his DEED OF TRUST that does not exist. That establishes Texas state court fraud. That is a state court knowingly sponsoring fraud. This entitled us to transfer the case to Federal court for review of state court frauds causing state court serious crimes and harms. WE met our Rooker Feldman requirements. *ROPER & TWARDOWSKY, LLC v. Snyder, Dist. Court, D. 2014 and several constitutional amendment deprivations including civil rights violations we announced in our federal petition 1-21-CV-000151* .The courts participating in a third August 22, 2014 Promissory Note forgery does not have any legal subject matter, no legal default date nor a maturity date because it was invented by oral forgery by all defendants and is excluded by Mark's DEED OF TRUST. In fact, it is irrelevant to Mark and McDonald real estate DEED OF TRUST counterfeit and illegal sale. Fraud by law is not admissible to amend fraud.

CLOSING is not replaceable and there is no defense for illegal transfer of properties ever. Therefore, CLOSING is never referred to in any of Mark's documents. The defendants (including Texas state Judges) cannot prove that CLOSING occurred under any August 22, 2014 Promissory Note hearsay. Nor could the Texas state court prove that Mark and McDonald became Trustees to collect on a CLOSED California family TRUST in Texas using a California based hearsay security scheme.

This invalidates the Fifth Circuit opinion and contradicts **origination** of any debt. (*App A Ex 2,3)* There is no other debt. There is no debt or obligation from Colette that originated in California that could be imported into Texas by illegal

means. Nor could the Texas state court (COA WACO 10) assist Mark and McDonald creating and sponsoring a California probate claim under Mark's real estate criminally used DEED OF TRUST. Mark's August 22, 2014 ORAL forgery is a California Trust contest unlawfully taking place in the state of Texas under ex parte hearsay. This conduct is barred by law, dozens of statutes and is barred under McDonald's own recorded DEED OF TRUST terms then sold DEED OF TRUST package. App G Ex A,B,C which includes Real Estate Lien Note. *(FDCPA CODES 15 USC 1692a -p were presented in federal court App Hex 3) (barred and void under Truth in Lending Act Regulation Z. (App G DEED Ex A final paragraph)* This fraud does not qualify as a bona fide mistake!

There are NO legal definitions, terms or meaning for the words "TWISTS AND TURNS" **in any document** *cited* by the Fifth Circuit opinion which establishes the Fifth Circuit testifies to a Promissory Note that does not exist. There has only been criminal tampering, recording, and extortion by Mark and McDonald's failed MORTGAGE LENDING PROMISE, which implicates the Texas courts participated as a party in multiple collection seizures depriving Colette of her business, properties, constructing illegal interest and illegal attorney's fees under a securities fraud scam. There is no TWIST AND TURN for unenforceable sale of stolen properties. *(First amendment violations, illegal seizures 4th amendment in a court of law) (Texas Forgery 32.21 (C)(d))* The three delivered documents on August 22,2014 testify for themselves that there exists no other documents or agreements and all hearsay is precluded. *(App G Ex A,B,C) (See final paragraph under App G Ex A)*

The Texas court is barred from testifying on behalf of Mark and McDonald to any other non-material offer, or hearsay recollected California probate Trust contest claim already settled by the proper court of jurisdiction, California probate. There are no other agreements is a term under (*App G Ex A,C*) DEED OF TRUST and the Acknowledgement. The August 22, 2014 "Promissory Note" does not "**fix**" Mark and McDonald's GRAND LARCENY under their three delivered documents. *(App G Ex*

A,B,C). The August 22, 2014 Promissory Note, does not exist. It is a COURT FICTION and ORAL FORGERY perpetuated by the Texas trial court then COA WACO court coming up with their own version in their opinion and titling it a "Texas Note". (causing 4th, 5th, 7th, 14th amendment violations). The Texas COA stating Colette signed a Texas Note testifies to a court fraud.

Mark Savage, Colette's brother, was allowed, by Judge Lee Harris to attach his unwritten **ORAL only** counterfeit variance (contradictory out of state fraud), to his unfunded August 22, 2014 illegal ***real estate*** void DEED OF TRUST. Mark's DEED OF TRUST does not permit such variance, amendments or agreements especially after the Harris court enforced the sale of the documents and the properties back to Colette under full satisfaction of NOTICE OF TRUSTEE SALE settling for $10,001 not $240,000 and removal of all liens. *(App G ex E, F, G).* Colette was the HIGHEST BIDDER to settle and satisfy her stolen documents and properties. Mark never requested $240,000 to settle. He started the bid at $10,000. It cannot be denied by any court Mark and McDonald's own NOTICE OF TRUSTEE SALE settled his illegal scheme entirely for $10,001 with three properties removed before hand. That means not one defendant in this case has a Rooker Feldman defense. They cannot defend rebutting their own sale, extinguishing all notes, without illegally inextricably intertwining all defendants including the judiciary in the identical sold scheme a second time. Mark's claim ended.

Take Judicial Notice: Mark and McDonald's loan documents were VOID under **Texas and Business Commerce Code 26.02** , void after sale. *(See DEED OF TRUST final paragraph App G Ex A,C)* This statute voids all judgments and orders under the Texas DEED OF TRUST.

> ***"The written loan agreement will be the ONLY source of rights and obligations for agreements to lend more than $50,000." (App H Ex 2)***

Therefore, the fact the Texas state courts breach and ignore Texas Business and Commerce Code 26.02 STATUTE a number of times is significant. It shows

intent. (*App H App B)* Especially significant when we transfer the case to Federal Court 1:21-000151 Magistrate Susan Hightower to investigate crimes. **The Texas court is using Rooker Feldman as their impossible defense after creating court frauds and settling court frauds at the illegal sale.** The Texas state courts backdated Mark's oral forgery proves they are complicit in admitting and advancing an illegal scheme, settling that scheme then allowing Mark another bite at the apple through an illegally held Motion for Summary Judgment that could not legally take place at the 66th court under the same case number 52939. The Texas state court allowing the breaching of the settlement at auction proves they intertwine themselves in the scheme to defraud..

. *(Truth in Lending Act · Regulation Z (12 CFR Part 1026)*. There was no ***examination*** or litigation of any documents, Rescission or TILA in the Harris Court nor the COA WACO COURT. There was NO verification to prove Mark was a creditor for any document. WE cite *Brady violation* under suppression from Texas state court to deny review Truth in Lending Act and all discovery requested such as admissions. (5th amend, 7th amend trial requested)

Mark's DEED OF TRUST word for word identifies NO prior or contemporaneous agreements may be admitted: See Acknowledgement that testifies Mark loaned on August 22, 2014. The Texas courts are backdating non disclosures not admissible and barred under TILA and contradicting their own Acknowledgment.. That holds Mark California forgery void for counterfeit fraud. Mark and McDonald's own DEED OF TRUST makes explicit:

> "THE LOAN DOCUMENTS REPRESENT THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPERANEOUS OR SUBSEQUENT ORAL AGREEMENTS BETWEEN THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.' *(Final paragraph -Mark's DEED OF TRUST. App G Ex A & C)*

> *Texas forgery 32 (7) a felony of the first degree if the value of the property or service is $300,000 or more. (e-1)(7), is increased to the next higher category*

*of offense (felony) if it is shown on the trial of the offense that the offense was committed against an **ELDERLY INDIVIDUAL AS DEFINED BY SECTION 22.04.** federal petition 1:21- CV-000151.*

We prove NON verification is an abusive practice by the Harris court and subsequent courts denying the mechanics FDCPA 1692 a definitions to the abusive practice by the state of Texas. The Texas court never verified Mark as creditor.

*FDCPA § 812. 15 U.S. Code § 1692j **Furnishing certain deceptive forms:** (a) It is unlawful to design, compile, and furnish any form knowing that such form would be used to create the false belief in a consumer that a person other than the creditor of such consumer is participating in the collection of or in an attempt to collect a debt such consumer allegedly owes such creditor, when in fact such person is not so participating.*

Mark's DEED OF TRUST was not a "security", nor is an oral "Promissory Note" nor the "Texas Note" version fiction by COA WACO 10 and there was absolutely no legal value or venue to sell a "security" that did not exist and then rebut the sale by both Texas state courts coming up with non-disclosed oral forgeries. *(See App C Ex B)*

FORGERY 32. (2) (e) Subject to Subsection (e-1), an offense under this section is a felony of the third degree if the writing is or purports to be: (1) part of an issue of money, securities, postage or revenue stamps; 32. (20 (f) A person is presumed to intend to defraud or harm another IF THE PERSON ACTS WITH RESPECT TO TWO OR MORE WRITINGS OF THE SAME TYPE AND IF EACH WRITING IS A GOVERNMENT RECORD LISTED IN SECTION 37.01(2)(C).

Colette Savage, a senior at the time came to 66th district Hill County, Judge Lee Harris, Texas court under 52939 desperately seeking remedy, on a standing RESCISSION (TILA) and protection by a senior exploitation counterfeit recorded SCAM constructed by her brother, fiduciary, Mark Savage and Lender's Attorney. Michael McDonald of Hill County, Texas

A UNIFORM ACT is a law that seeks to establish the same law on a subject among the various jurisdictions. An Act is designated as a Uniform Act if

there is substantial reason to anticipate enactment in a large number of jurisdictions, and uniformity of the provisions of the act among various jurisdictions is the principal objective.

The Texas state court introduced a California Trust CONTEST-ARGUMENT by Mark without any relevant documentation verification or debt. There is no cause under any hearsay debt. The Texas courts are both barred from acting in contempt of California 2014, 2015 ,2016 PROBATE ORDERS and in contempt of the UNIFORM ACT to breach a resolved and closed Beatrice Savage-California family Trust and Will by Texas illegally reversing, re- probating that will and probate orders on behalf of Mark to circumvent probate TRUST proceeds to Mark by creating an alternate probate debt in California that never existed. An undocumented probate debt in CONTEMPT of testator's (mother) closed Savage Trust and which includes seven California court orders operating against Mark's claims. *(App E Ex 1,2,3,4,5,6)* The Texas state court has no authority or jurisdiction challenging those final 2014,2015,2016, orders by unlawful and illegal means twice under case 52939; Texas has no jurisdiction to rescind California probate orders and California has no Texas jurisdiction over Texas failed lending notes. There is no obligation for a California probate claim that survived California final probate orders to import itself magically without documentation into Texas. That would have to occur solely under a California SISTER STATE JUDGMENT in 2014, 2015, 2016 and that never occurred in California. The Texas court exchanged Mark's dead void DEED OF TRUST for a hearsay Promissory Note that was never legally verified and backdated that Promissory Note to August 22,2014 that breached a California TESTATORS FINAL WILL and Trust in the state of Texas knowing California orders protected that TRUST and its beneficiaries. There is no witness for that August 22, 2014 Promissory Note. Colette never signed it nor witnessed it. Both Texas courts are testifying to their own fraud.

Question two: If a debt does not exist, can a Texas court construct a fictitious contract, backdate and impose that illegal ex parte contract on a pro se litigant that conflicts with several California probate state statutes and judgments?

The undocumented "Texas Note" the COA WACO court testifies to establishes the COA WACO Texas planting a document with a counterfeit titled "Texas Note" not found in the 5,000 page record nor in Mark's summary judgment motion unlawfully filed, to confuse an unsophisticated pro se consumer Nor could Texas courts under COA WACO 10 contend or allege ANY creditor, any security existed under a closed California family Trust. Importing Mark's oral extrinsic settled California bills and denied bills in California probate could never attach to his valueless real estate DEED OF TRUST. It is a contractual impossibility. Mark producing California DENIED probate attorney's bills as evidence of a claim in a Texas court, after he resolved his claim in California and sold his claim in Texas inextricably intertwines the Texas state court in a scandal of numerous frauds against a California Trust. *(App E Ex 1,2,3,4,5,6).* Mark's California probate bills presented to be repaid again are extrinsic, perjured and inadmissible.

The Texas state court under defendant judiciary named, Judge Harris, Thomas Gray, Al Scoggins and Rex Davis are barred from illegally importing, repleading or reprobating California probate bills denied, some paid, and some never existing by the Texas state court co-creating a different fictitious security in their opinion titled and dated an August 22, 2014 fictitious "Promissory Note" and then converted to the COA WACO "Texas Note" never produced nor ever signed. *(App C Ex C)* Mark is NOT a legal third-party collector of a California probate debt that **does not exist**. The California Trust is a third party! Texas state courts is barred by jurisdiction to act as bad faith enforcement collectors nor active collectors of California probated bills and denied bills. Mark had no remaining contract with the California family Trust because he was removed from the TRUST ***for "not defending the Trust"*** early in May 2, 2014 by California order. California court

orders proves this fact. (App E Ex 1) Colette was never indebted to Mark by any California probate court orders nor his fictitious DEED OF TRUST prior to and after sale.. *(App E Ex 1,2,3,4,5). Take Judicial Notice:* Mark extinguished any fictitious debts he felt Colette owed by stipulating to his OWN order and oath in California in September of 2015. There are no relevant Promissory Note *(App G Ex I).* Mark was attempting an unlawful gift to himself in California and got caught. This voids the Fifth Circuit stating Mark "***defended the family Trust.***" which is provably false and a contradictory by several California probate rulings removing Mark. Fact checking by the Fifth Circuit would have resolved this issue which is irrelevant on its face.

Mark **NEVER "defended the family Trust *nor his sister.*"** This perjury contradicted by several California court orders and probate investigator Susan Staples REVERSES the Fifth Circuit order, *(Weiner, Elrod and Englehardt) (App A Ex 3)* proving NO VERIFICATION occurs in the Fifth Circuit court for making these false statements. It also proves Mark is an aggravated counterfeiter all the way to the Fifth Circuit alleging a felony forgery claim he is due collection under a California family Trust already probated. This occurs through the instability of his mind's recollection and imagination. His claim refers specifically to California probate bills and loans that were settled and denied in California probate NOT Texas. These are prohibited, precluded under Mark's exclusionary clause DEED OF TRUST and by 26.02 statute pled in federal court under 1:21-CV-000151 (multiple times. *App G Ex Jdocket proof)*

There is no live contract between Mark and Colette in California nor in the state of Texas. Mark is in felony contempt of California court orders and in criminal contempt of Grand Larceny under an unsecured DEED OF TRUST! The $583,000 bank heist and re-seizing all of Colette's properties is proof of a crime. **Mark is in contempt of his final clause DEED OF TRUST ,which exercises as his own contractual order.** He is in contempt of his own DEED OF TRUST since he sold it for a new DEED Warranting all properties back to Colette January 5, 2016 (*App G*

Ex F,G). The scheme is corrupted by both Texas state courts, Judiciary intertwining themselves in the scheme *(See App E Ex 5). We establish the state of Texas has constructed an interstate false security for the purpose to interfere in the proper distribution of a California beneficiaries inheritance. That gave plaintiff a reason for her writ transfer in federal court.*

> *Upon entry of default, the defendant will have no further standing to defend on the merits or contest the plaintiff's right to recover. - in Decker v. Homes, Inc./Construction Mgmt., 2007*

> *If the foreclosing party fails to strictly comply with the statutory requirements, the foreclosure proceeding is void." - in THE JANICE KAUNAS SAMSING REVOCABLE TRUST v. Walsh, 2015 Minnesota.*

> "Four requirements must be met for the ROOKER-FELDMAN DOCTRINE to apply: "(1) the federal plaintiff lost in state court;(2) the plaintiff `complain [s] of injuries caused by [the] state-court judgments';(3) those judgments were rendered before the federal suit was filed; and (4) the plaintiff is inviting the district court to review and reject the state judgments. " - in ROPER & TWARDOWSKY, LLC v. Snyder, Dist. Court, D. New Jersey 2014

The Texas courts become bad faith third party debt collectors for a California probate beneficiary inheritance debt scheme. *(App G Ex J) (App E Ex 1,2,3,4,5,6) (App G Ex J identifies the chain of custody of our evidence)* Mark has an inadmissible claim for his case. Void documents have no jurisdiction in Texas courts. We identify how these fiduciary bad acts were constructed under the dishonest services of the Texas state courts both contradicting California jurisdiction and Mark's DEED OF TRUST and Real Estate Lien Note attachment final clause.

Mark NEVER opposed the closing of the California family Trust, It is inadmissible for him to oppose that closing in the state Texas. He settled all claims

in California probate and cashed his check. Mark is barred by California court orders to allege he becomes a third party $240,000 collector of any Family Trust debts in Texas especially all denied probate attorneys fees and paid fees he repeated. Mark's fiduciary role was extinguished in California for mismanaging the family California Trust by May 2, 2014. *(See App E Ex 1,2)* We showed evidence Mark was skimming the Trust. Plaintiff never argues the California orders. She argues Texas state court frauds. That is not a vexatious activity. Mark's right to collect under Savage Trust were extinguished forever in California probate. . *(Abusive practice proved under FDCPA15 USC 1692g)*

> *"*Although *counsel must take all reasonable lawful means to attain the objectives of the client, counsel is precluded from taking steps or in any way assisting the client in presenting* **false** *evidence or otherwise violating the law. · in Frey v. State, 1993, Nix v. Whiteside, 475 U.S. 157 (1986), U.S. Supreme Court No. 84-1321, November 5, 1985*

Fifth Circuit order is factually fraudulent. *(App A Ex2,3) (Tex Bus & Commerce Code 26.02 App H Ex 2)*

> "ORAL AGREEMENTS RELATING TO LOANS OVER $50,000 ARE NOT EFFECTIVE EITHER TO ESTABLISH A COMMITMENT TO LEND OR TO VARY THE TERMS OF A WRITTEN LOAN AGREEMENT"

Mark fortunately extinguished by oath his unlawful California probate Promissory Note in 2015 and 2016 therefore, they did not exist in 2016. *(App G Ex I)* He cites in California probate *there are duplicate Promissory Notes in favor of himself.* That voids the Texas court chain of custody. The Texas court tampered with a failed mortgage lending DEED OF TRUST ex parte to construct an August 22, 2014 "Promissory Note" out of state security fraud ex parte never evidenced in the court and denied by Mark under California probate order and his own oath not relevant to any probate reimbursement. *(App E ex 5).* Texas courts filed an ex parte fraudulent order against a California Trust.

"communicating about the debtor with third parties, and bringing "[l]egal actions," § 1692i. The Fair Debt Act imposes upon "debt collector[s]" who violate its provisions (specifically described) "[c]ivil liability" to those whom they, e. g., harass, mislead, or treat unfairly. § 1692k. The Act also authorizes the Federal Trade Commission (FTC) to enforce its provisions. § 1692 l (a)." FTC has statutes have jurisdiction in this case. But that was suppressed by both Texas state courts and subsequent courts.

Question Three: Can illegal forfeitures expose money laundering in the court by KNOWINGLY and purposefully recycling the same illegal oral foreign state debt tactic attacking the same injured party repeatedly and abusively in a manifest injustice of law?

Mark NEVER filed any California probate SISTER STATE JUDGMENT in the state of Texas because it does not exist. That voids Magistrate Hightower's dismissal and the Fifth Circuit testimony. That is because there was never any SISTER STATE JUDGMENT made by Mark under California probate nor an independent probate order that Colette owes Mark or the TRUST any money. THERE IS NO TRANSACTION FOR ANY CLAIM. Therefore, there was no fix, nor repair to collect by Judge Lee Harris and COA WACO with sanctions and lending interest on any California probate criminal non security! Defendants oral theory is a forgery. It never attaches or matches their own DEED OF TRUST sold in full for $10,001 not $240,000 to settle all forgeries, all illegalities and any oral Promissory Note. And then laundered again by the Texas state courts under an illegal motion.

Texas Sec. 16.066. ACTION ON FOREIGN JUDGMENT. (a) An action on a foreign judgment is barred in this state if the action is barred under the laws of the jurisdiction where rendered. (c) In this section "foreign judgment" means a judgment or decree rendered in <u>ANOTHER STATE</u> or a foreign country.

Therefore, the oral forgery of an illegal August 22, 2014 Promissory Note or alleged third Promissory Note and Texas Note conversion was never identified,

"verified" or discovered by any court including Magistrate Susan Hightower and the Fifth Circuit. In fact, Hightower continued to repress all discovery. Therefore, the collection becomes corrupted and indefensible by statute. There is NO liability on extrinsic oral securities! There is NO open ended liability for illegal collateral The Texas court could not exchange Colette's properties for the open ended collateral of her inheritance under any document. The law is clear under Tex Const Sec 6(a) Title 16. *(App H, Ex 1)* Mark never loaned Colette money on her inheritance.

Mark's ORAL forgery in Texas he denied in California cements his counterfeit defense. The court could never prove Mark had any injuries or legal contract. (There is no permission by plaintiff for any facts alleged by fifth Circuit opinion referring to non existent security never signed)

We establish the Texas courts PLANTED an illegal oral precluded scheme however even the alternate has no provable liability, nor injury. Therefore, Mark and McDonald had no cause in Texas. His securities fraud scheme needed to be reviewed by a federal court since it became multi interstate counterfeits without a debt. We prove the subsequent litigation becomes money laundering through the courts, knowingly by selling their fraudulent DEED OF TRUST with an oral forgery attached and then re-selling it again at the Summary Judgment is evidence of Texas state fraud. There is no such Texas Note by COA WACO that Magistrate Hightower of Austin Federal 1:21- cv- 00151 refers to over 13 times.

Twisting and Turning term holds the Fifth Circuit order in conflict with verifying evidence. (App A Ex 1,2,3). *We assert a Promissory Note that does not exist has criminal jurisdiction.* Therefore, the Fifth Circuit (Justice Weiner, Elrod, and Englehart) violated due process by never verifying any August 22, 2014 Promissory Note, nor debt they could of fact checked but decided not to. That deprivation of property rights hearing never occurs which proves 4th, 5th ,7th, 14th amendment were never properly litigated.

By refusing to lend $240,000 both Mark and McDonald voided their agreement offer they never signed nor replaced. (52939 vol 1 doc 20-140) (referred to as Mark) (Violation of Tex Bus & commerce code 26.02) Any non disclosure is inadmissible. This voids the Fifth Circuit.

.In fact the court does not meet the bona fide error FDCPA definition. ***The bona fide error defense in § 1692k(c) (FDCPA) does not apply to a violation resulting from a debt collector's mistaken interpretation of the legal requirements of the FDCPA. Pp. 1611-1625***

The term TWISTS and TURNS voids the Fifth Circuit judgment dismissal. In fact, it proves verification does not occur by the Fifth Circuit opinion. It denies resolving the unsophisticated consumer issue. (Fifth Circuit order App A Ex 2,3) TWISTS AND TURNS is not appropriate as a replacement theory. Not one court has ever proven Colette's stolen properties became Colette's debt. There is no August 22, 2014 Promissory Note ever provable by the Fifth Circuit verified. The prejudice and harm is exacting. The concerted effort by all courts is to cover up the illegally recorded DEED OF TRUST is wholly unreasonable and irrational. (*Brady v. Maryland :: 373 U.S. 83 (1963) suppression)*

There is NO Rooker Feldman defense for the defendants operating outside of jurisdiction under forgery, fraud and state court harms. ***Twists and turns means alteration***. There is no bona fide error or ROOKER FELDMAN defense for the judiciary inextricably intertwining themselves in Mark and McDonalds scheme and subsequent courts protecting state courts from originating the scheme in the proper location not the falsified location of California that has no Texas jurisdiction. The Texas courts could not deny or rebut the sale they forced Colette to attend to settle.

The Texas Note continues to go on to commit a one million dollar theft, without any lending investment, any liability nor California probate debt The Texas court is admitting to California frauds.

"[T]he relevant standard for judicial immunity is whether the judicial official acted in 'the ***complete absence of all jurisdiction.'"*** *Bare v. Atwood, 204 N.C. App. 310, 315 (2010) (quoting Mireles v. Waco, 502 U.S. 9, 12 (1991)). "[T]here is a fundamental difference between exceeding authority and acting in the Judicial Immunity - 2 UNC School of Government NORTH CAROLINA SUPERIOR COURT JUDGES' BENCHBOOK* ***complete absence of all jurisdiction."*** *Id., at 316.*

All defendants violated Rooker Feldman by obstructing all settlements even their own by sale. They obstructed discovery, admissions, interrogatories, trial by jury and Magistrate Hightower refused evidentiary hearing Colette requested in all her pleadings.

Even if the text of § 1692k(c), read in isolation, leaves room for doubt, the context and history of the FDCPA provide further reinforcement for construing that provision not to shield violations resulting from misinterpretations of the requirements of the Act. See Dada v. Mukasey, 554 U.S. 1, 16, 128 S.Ct. 2307, 2317, 171 L.Ed.2d 178 (2008);

The United States Court of Appeals for the Sixth Circuit—have determined that Rooker Feldman does not prevent the lower federal courts from ***reviewing state court judgments that were allegedly procured through fraud.***

Judge Harris and the COA WACO are involved in every TWIST and TURN in every illegal money transfer transaction in 52939 and 10-17-000139 which money laundering a California Trust without legal jurisdiction. They are the silent technicians laundering the same undisclosed issues after the Harris illegal judgment that could not occur under the sale without verifying any legal contract.

FTC: This unsophisticated consumer standard has also been adopted by all federal appellate courts and district courts that have considered the issue. *Jeter v. Credit Bureau, Inc.*, 760 F.2d 1168, 1174-75 (11th Cir.1985); *The basic purpose of the* ***least-sophisticated-consumer*** *standard is to ensure that the FDCPA protects* ***all consumers,*** *the gullible as well as the*

shrewd. See appendix for more case law on this subject. For more case law on this refer to Appendix

A debt collector who acts with "actual knowledge or knowledge fairly implied on the basis of objective circumstances that such act is [prohibited under the FDCPA]" is subject to civil penalties enforced by the FTC. §§ 45(m)(1)(A), (C) Jerman v. Carlisle, McNellie, Rini, Kramer, 559 US 573 - Supreme Court 2010

Once misconduct is established, aggravating and mitigating factors should be considered in determining appropriate discipline." In re Pokorny, 453 N.W.2d 345, 348 (Minn.1990) FDCPA

Magistrate Hightower under federal court NEVER requested a legal accounting audit or demand of the non existent securities and undisclosed rights from Mark. We find that suspicious. That identifies unlawful dismissal by negating and violating due process repeatedly. We had enough evidence to prove fraud and court judgment conflicts. Magistrate Hightower 1:21- CV – 000151 constitutes another court where verification does not exist. That proves a non legal review. That proves no service. No oversight occurs under Magistrate Hightower.

What is the reason for the writ of certiorari?

This is a sophisticated mortgage security laundering scheme run out of Texas state central courts. (66th 52939 and COA 10-17-00139) The unlawful debt scheme becomes more sophisticated as it moves through the courts under unlawful enforcement into Federal Court under 1:21-cv-000151. This case is never based on any material evidence or facts. It always refers to ORAL HEARSAY securities proposed by the Texas state court Mark Savage never signed, never offered and never delivered to Colette Savage.Mark Savage, brother, fiduciary, to his senior PLAINTIFF sister, (70) constructed a nonexistent ORAL alleged August 22, 2014 "Promissory Note" ***without written terms, and without proving subject matter*** that does not in any way connect to Mark and LENDER'S ATTORNEY, Michael McDonald failed Texas August 22, 2014 mortgage lending DEED OF TRUST that

was cancelled due to its failure to lend. This is a complex substitution scheme by the courts that corrupts all future securities, the rule of law, and statutes such as Truth in Lending Act (Regulation Z). specifically. We prove oversight has completely been eliminated in the legal system. The 52939 trial Harris court adjudicated an ORAL open-ended nonexistent August 22, 2014 *Promissory Note* with punishing sanctions toward plaintiff for appealing, illegal lending fees and hundreds of thousands of dollars in attorney's fees without proving that any security or contract materially exists. *(App D Ex 3)* The Texas state court then the federal court under 1:21-CV-O00151 and 22- 50111 also accepted Mark's oral ***"recollection"*** of a material security no one could ever find. *(See judgment App D Ex 3, 4 and illegal Abstracts of Judgments based on a Promissory note never verified because it does not exist).* This proves unlawful conduct by the courts, bypassing due process. The act and conduct by the defendants (including judiciary) constructing and unlawfully backdating an **ORAL** *"Promissory Note"* security to August 22, 2014, is based only on Mark's "***recounting" a very different transaction that never occurred*** constitutes and establishes felony perjured forgery exploiting an unsophisticated senior consumer in a debt scheme. The unsophisticated consumer is the reason the FTC was born. A HEARSAY nonexistent and irrelevant August 22, 2014 allegations of a "Promissory Note", is then settled under Judge Harris's illegal ruling that enforces foreclosure sale on January 5, 2016 back to Plaintiff, Colette including **promising satisfaction** provable under the terms laid out in Mark and McDonald's NOTICE OF TRUSTEE SALE. *(App G Ex F)* That January 5, 2016 sale includes the return of all counterfeit oral and material documents and warrantees a **new DEED** issued by Trustee McDonald. *(App G Ex G)* That sale and settlement proven under *(App G Ex F see final paragraph)*, transferred Colette's stolen and illegally liened properties back to Colette for $10,001 being the highest bidder. Three were returned one day prior. *(App G Ex E) (App D Ex 1 App G Ex F see check)* Take Notice: Mark settled for $10,001, not $240,000 to settle and for the return of all her (stolen) real estate properties by Mark and McDonald and counterfeit notes including the Real Estate Lien Note, the oral non existent Promissory Note never discovered or verified by the

Harris court or subsequent courts The promise by Mark and Lender's Attorney, McDonald Warrantees DEED proves settling their entire counterfeit scheme as real estate Trustees NOT ANY OTHER TRUSTEE which we lay out in the body of our brief. *(App G Ex F,G) However, Colette complained* the burden of proof for a $240,000 loan by LENDER remained Mark and McDonald's ONLY. Colette is always labeled as BORROWER under Mark's DEED OF TRUST that NEVER lends. This is also mandated under Truth in Lending Act. Regulation Z that allows Rescission for fraud and non disclosures up to three years. (COA 10-00036 COA WACO) The burden never shifts to plaintiff because the substitution of a HEARSAY ***recollected*** August 22, 2014 "Promissory Note" never existed nor any loan for $240,000. Mark and McDonald's ***Recollection*** of an out of state California probate replacement scheme has no legal admission nor standing. There is no closing or recording on Mark and McDonald's 2014 "recollection". That constitutes Mark's ***default*** as a theft and unlawful liquidation seizures of Colette's entire estate, a manifest injustice.. Any ORAL August 22, 2014 Promissory Note establishes a coverup by all defendants! Verification never occurs on any notes, any contract, any loan nor any debt.

An oral forgery constitutes, and establishes corruption inside the mechanics of the courts. The COA WACO 10 constructing their own note titled *"'Texas Note"* never seen, never available and never offered to Plaintiff, Colette Savage. The *"Texas Note"* (security) co-constructed and co-authored by the 10th COA protects Judge Lee Harris's corrupted ex parte August 22, 2014 non existent, Promissory Note security that never could by law secure anything. Mark's promised settlement for his lending scheme the Texas trial court enforcing the sale was not exchangeable or negotiable for the COA WACO 10 "Texas Note". Waco's counterfeit Texas Note was never signed by Colette and is an identical ***recollection*** Mark settled at the forced illegal foreclosure sale. Neither ORAL securities exist, both are orally backdated by all defendants to August 22, 2014. All courts construct coverup for Mark's counterfeit August 22, 2014 recorded DEED OF TRUST that never had a

Promissory Note attachment with any oral terms for any other service except to provide a $240,000 loan. *(App H Ex 1,2,3, constitutional property violations) **WE establish several layers of counterfeiting which becomes a federal crime.***

Mark always had the burden to prove his $240,000 loan, not a non existent Promissory Note, he vouches never existed by oath pertaining an out of state California claim he resolved under FULL FAITH and Credit in California probate court by order. (App G Ex I and J). We identify how many times we provide exhibits and evidence proving forgery, fraud and illegal securities are pushed through the courts. The courts participated in constructing ORAL counterfeits then protecting those oral securities knowingly for one party! There are no substitutions, substitution loans, or substitution subject matter, nor out of state California probate creditors or debts that can attach to Mark and McDonald's illegal, never performed counterfeit $240,000 failed lending DEED OF TRUST recorded **THEN SOLD.** The Texas state courts then committed more multiple theft transfer crimes by layering oral counterfeits on top of Mark and McDonald's DEED OF TRUST and Real Estate Lien Note all returned as settled on January 5, 2016 when the new TRUSTEES DEED was issued. We establish the same scheme occurs multiple times under (52939) and 10-17-00139 illegal ex-parte Summary Judgment held in Texas to launder their illegal debt again while Colette was in California. There is not one legal security in this case. Failed securities never become securities! Nothing secures forgery and counterfeits. There is no deficiency on notes that do not exist. Nor can deficiency occur on settlements and non securities! The court may not construct Mark as a beneficiary to his own fraud scheme multiple times without admitting themselves as a party. The state of Texas becomes a party to a multifaceted counterfeit scheme.

> *Finally, assuming that the court applies a proper measure of damages, fraud suits do not frustrate the antideficiency policies because there should be no **double recovery for the beneficiary.**" (Sheneman, Cal. Foreclosure: Law and Practice, supra, § 6.18, p. 6-80, fn. omitted.)*

Magistrate Hightower proves she continues prejudice by testifying in her own brief under her first paragraph "***she is relying on Texas trial court and COA WACO Motion to Dismiss which includes their opinion***". That was not why we transferred the case to Federal court under our Rooker Feldman ***right to review***. We filed the case in federal to review fraudulent judgments under counterfeit securities that caused extreme state court harms, with state court conflicts without verification. The COA WACO knowingly, willingly and purposely creates, constructs their own variance of Mark and McDonald's non existent August 22, 2014 "Promissory Note" and purposely transfers title of that oral allegation from a non existent *"Promissory Note"* to a non existent *"Texas Note" only the subject matter imaginary terms they refer are California frauds. The non existent Texas Note proves fraud.* The contents of those notes do not exist! WE establish Magistrate Hightower never verified any "*Promissory Note*" or "*Texas Note*" title, document, debt or security. In fact, she never verified the sale, the settlement in foreclosure on January 5, 2016. It is established by her report she never verified Mark's lending August 22, 2014 DEED OF TRUST that never loaned. In fact, there is not an iota of fact in her own report she read, reviewed our pleadings, our petitions or reviewed any of our evidence. That appears to be a systemic problem presently.

It appears under her opinion, Magistrate Hightower tactically and strategically moves the residence of William B and Beatrice Savage probate case from California to Texas to cover up the judicial fraudulent adjudication in Texas under the Harris's August 22, 2014 Promissory Note. That appears to protect the unlawful COA WACO 10 court invention of a backdated nonexistent "Texas Note" with California probate resolved subject matter. There is no August 22, 2014 "Promissory Note" then conversion to "Texas Note that exists. Magistrate Hightower moved the William B and Beatrice Savage residence and Trust from California to Texas to coverup of Texas state court judicial fraud. This counterfeit mortgage security case has no California probate jurisdiction nor relevance to

probate. The criminal recording of Mark and his attorney posing as LENDER'S ATTORNEY proved that!

This is a failed verification process by the federal court then the Fifth Circuit.. There is no proof Mark's real estate DEED OF TRUST was legitimate therefore any August 22, 2014 document, security is void for proof. Mark's failed August 22, 2014 DEED OF TRUST was never executed. This becomes a judicial game of "hide the note" that never existed from plaintiff, an unsophisticated consumer. This establishes the trickery. See list of unsophisticated consumer cases in Appendix xiii.

There is no defense for this judicial misconduct against elderly pro se litigants impoverished by the courts. WE establish how redundancy of citing the evidence under *App G Ex J* proves non review and non verification. Mark and his attorneys Jeffery Moss and Michael McDonald's perjuries and $583,000 bank heist in California are not just fraud, they remain without material legal transfers. Mark's DEED OF TRUST could not be amended. There is no finding of any legal contract anywhere in this case. Involuntary contracts created by the courts cannot exist nor be protected by Magistrate Hightower federal court, then by the Fifth Circuits term: Twist and Turn!. (*App H Constitutional Statute # A)* The involuntary alleged ORAL securities are void for proof. Therefore a Rooker Feldman defense becomes another misrepresentation by the defendants and the court. The defendants could not write another judgment $383,000 with lending interest daily after the sale and settlement of Mark's entire perjured claim scheme for $10,001.

Magistrate Susan Hightower never seems concerned to fact check whether a senior plaintiff was being exploited and abused by exposing judiciary fraud and corruption inside central Texas courts. *(pleadings with causes never addressed such as 1324 DOCUMENT FRAUD)*. Not one of Colette and Kent's causes were addressed by the Hightower court. Kent lost his home by Mark's multiple foreclosure using the Harris non existent "Promissory Note" landing Kent Graham in the hospital for three days with a stroke after being served. Magistrate

Hightower appears uninterested by the fact she refused our request for evidentiary hearings and discovery. Demand the documents be produced! That appears as continuing the coverup, suppression and discovery of state court counterfeit orally titled counterfeits that do not exist. It also cites due process ignored in state court, was continued to be ignored in federal court.

Her denial of due process, audit and production of documents protected corruption in Texas state court. Magistrate Susan Hightower is unlawfully relying on "securities" not in evidence. And in fact, she never checked for SETTLEMENTS in any courts which denies defendants Rooker Feldman defense. There is no Rooker Feldman defense for defendants under continued extortion of a non existent debt they forced settlements on. And under their own enforced settlement after both state courts enforced Colette attend Mark's criminal foreclosure. (52939 App D Ex 1 and 10-17-000139 COA App C Ex 1)

Magistrate Hightower dismissal is reversible for referring to oral "securities" she knows does not exist with simple material evidentiary, fact checking. That proves and establishes she never verified one document or debt in this federal case which is what she was requested to do. Her opinion is void and reversible for violating 5th amendment due process illegal seizing Colette's businesses, properties and her inheritance. Magistrate reconstructed repeated abuse and victimization by debt fraud. And she did so without referring to the mechanics of Fair Debt Collection Practice Act. That applies to the Fifth Circuit referring to a DEED OF TRUST never validated and a non existent Promissory Note. Fact checking does not exist EVER in this case. Instead of holding an evidentiary hearing, the courts would rather write a twenty page report, essay on non existent securities then claim the petitioner is vexatious for fighting to defend her rights which is unusual for seniors.. An oral Texas Note certainly does not transfer into Texas with settled California probate expenses, denied bills under order to coverup a Texas counterfeit real estate DEED OF TRUST. Mark and McDonald are not California probate TRUSTEES collecting from a trust or circumventing TRUST proceeds to

themselves. A REAL ESTATE Trustee who defrauds his principal is not exchangeable as a California probate Trustee. A California family Trust had no creditors, nor debt, nor did Mark. (App G Ex I)

The Texas courts reprobated California probate directives for Mark using an oral forgery no one can find called a Texas Note. This entire scheme is irrational. *(Court orders probate Cal. App E Ex 1,2,3,4,5,6 App F Ex 1) We proved by California order no contract between Mark and Colette.* Magistrate Hightower had a state jurisdiction conflict she refused to resolve. This appears not as an error at this point but intentional non oversight to admit multiple reoccurring counterfeit frauds.

Debts by Colette never existed in California or any Texas court that Magistrate Hightower could find!

The illegal immaterial assignments in this case are abundant and unravel quickly had Magistrate and the Fifth Circuit demanded defendants to produce the non existent notes.. That is what due process demands. The burden became the defendants in federal court to explain obvious $1,000,000 laundering, California Bank heist of $583,000 and document fraud without proving any investment from the perpetrators.

CONCLUSION

Magistrate Hightower exposes the corruption and fraud in the courts. Settlements and settled expenses from California probate cannot be transferred into any Texas court for another expired recovery expense. It proves conflict of separate state ORDERS. It proves jurisdiction fact checking never occurs due to non verification. The judiciary in Texas becomes unlawful Trustees under California Beatrice Savage's closed Trust without permission from California. Paid settlements in California probate to all creditors are not transferable to Texas as a debt. Circumventing a California Trust distribution to Mark identifies the Texas state court is a party to the fraud claiming Mark is a creditor under a California

Trust that has no standing under his Texas real estate lending DEED OF TRUST. That proves there is NO bona fide error in the COA WACO opinion. *(App E Ex 3,4)*. Settlements do not become new bills nor can assert due bills. Bills that never prove "chain of custody" nor can be sourced, do not become manifest claims

> *Third Circuit's opinion in Great Western Mining & Minerals v. Fox Rothchild, 615 F.3d 159, 161 (3rd Cir. 2010), which held that a conspiracy between the parties and the judiciary was not precluded by the Rooker-Feldman doctrine.*

The Fifth Circuit cannot declare Mark's DEED OF TRUST is secured. Every fact is wrong! Simple fact checking would prove that. That fact is void for impossibility since neither security can exist LEGALLY. That proves OVERSIGHT irrefutably fails again at the Fifth Circuit 22-50111. The Fifth Court alleging "Twists and Turns" is amending documents that legally do not exist as securities nor contracts in the first place! There are no Twists and Turns for any open ended obligation to Mark nor legal collateral that goes on for as long as his sister lives. . There is planted hearsay without evidence. *(App A Ex 2,3). Twist and Turn does not fix an oral security.* A Note to the Fifth Circuit: One cannot say you are "***defending the Trust*** "while stealing and disinheriting your elder senior sister's distribution leaving her bankrupt and penniless and then abusing the legal system by targeting her six times for oral securities no one produced leaving her impoverished so as a 70 year old unsophisticated consumer she could only defend herself pro se. The courts created Colette as an indentured servant to her brother and the legal class. The courts created open season on Colette. She is not the vexatious litigant. She is a victim by Magistrate Hightower and the Fifth Circuit proving protective oversight was abandoned. The Fifth Circuit 22-50111 also falsifies facts to destroy Colette's businesses, properties and her inheritance giving everything she owns to her brother and his attorneys. "Mark defended the family Trust" is a falsified fact by the Fifth Circuit that has no legitimate source. There is no such "term" in any contract reflected in the Fifth opinion. Had they read California Orders they would see Mark

was terminated as a fiduciary of the Trust FOR NOT DEFENDING THE TRUST. That appears to void the Fifth Circuit judgment. *(App E Ex 1,2,3,4,5)* WE ask to amend our prayer with punitive!

PRAYER

1. We ask Colette's bank account of $583,000 stolen in California be reversed, restored at Bank of Marin, San Rafael, California by Jeffery Moss filing an illegal Sister State Judgment under Judge Lee Harris unauthorized and unlawful Abstract of Judgment relying on non existent August 22, 2013 Promissory Note. We ask TILA be upheld and the abuse cease. We ask all properties foreclosed on be restored. We ask the court if we could amend our prayer.
2. We ask 18% post judgment lending interest (over $400,000) for a $240,000 loan should be REVERSED returned to Colette Savage. All late payments and court costs returned. .We PRAY the United States Supreme court reverse all California probate attorney's fees denied by California probate order that were wrongfully collected by Texas state unlawful hearings.We PRAY that all perjurers be sanctioned.
3. We pray all sanctions in the final Harris judgment, such as an unlawful sanction of up to $16,000 to appeal be returned which punished and intimidated our constitutional and civil right to appeal.
4. We ask that the non-existent Promissory Note and Texas Note August 22, 2014 be stricken published by the COA Waco 10 in their opinion on the internet. We request any relevance or mention of California probate be stricken from the COA WACO opinion since there was no remaining debt in California probate nor in TRUST occurred. We proved jurisdictional over-reach.
5. **We ask Kent Graham be made whole and reversed by the illegal sale of veteran Kent Graham's $150,000 property sold at 905 N11th street to Vejay**

Mehta for $54,000 by Mark Savage under another unlawful foreclosure which caused his stroke and he was hospitalized when served. WE ask for $100,000 for pain and suffering . WE pray distribution under California probate be upheld under the first orders.

Respectfully, Colette Savage /Kent Graham October 28, 2024