

USC 24-5948

**In the
Supreme Court of the United States**

RECONSIDERATION FOR A FULL REHEARING

THE UNITED 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**

February 28, 2025

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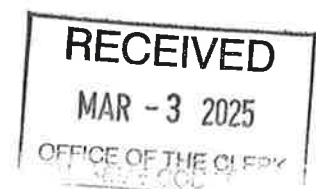


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STATEMENT OF FACTS

To Justice Thomas and staff: We ask that you personally oversee this rehearing.

Pursuant to Rule 44 of this Court, hereby respectfully petitions for rehearing of this case before a full nine-Member Court. We ask the court take action on judicial fraud.

The Texas lower trial court (52939) under Texas, JUDGE LEE HARRIS 66th district had NO grounds to hear Mark Savage's artificial foreclosure case against PLAINITFF, Colette Savage that relies on his \$240,000 LENDING August 22, 2014 DEED OF TRUST. (App G Ex A) Mark, Colette's brother's lending \$240,000 is the only "service" he contracted for under his controlling DEED OF TRUST. Mark and McDonald, LENDER'S ATTORNEY put his DEED OF TRUST up for sale on January 5, 2016 along with Colette's stolen properties. (App G Ex A) The sales directive is clear about settling all his allegations! (App G Ex F) Mark and McDonald acting as lending fiduciaries breached their lending "service" and mortgage lending promise under their own DEED OF TRUST. Therefore, they had NO expenses under their lending August 22, 2014 DEED OF TRUST. Both DEFENDANTS never brought a legal cause NOR STANDING to foreclose. This complex fraud case details how fraud transfers occur and did occur inside the mechanics of the trial court. One cannot be brief about how complex fraud occurs in the courts and continued to occur that SHOULD HAVE BEEN addressed by judicial oversight. Our experience proves there is NO oversight nor policing of fraud inside the courts. Accountability does not exist.

A judgment is VOID, not voidable establishing JUDGE HARRIS (66th court-52939 vol 1-9) acted outside of his Jurisdiction by illegally adjoining, attaching a backdated *artificial* ORAL DEED to REPLACE Mark Savage's illegitimate counterfeit \$240,000 lending DEED OF TRUST on January 4, 2016 at Plaintiff's injunction. (App G Ex A) Judge Lee Harris knew Mark breached his own lending DEED OF TRUST under his undisclosed secret recording in September 2014

without the promised transaction of his \$240,000 principal sum loan. This proves Judge Harris knew at the injunction Mark and Lender's Attorey Michael McDonald recorded a false DEED against their plaintiff. Therefore, Judge Lee Harris could not give Mark any rights under any ambiguous ORAL argument or accusation of an alternate oral claim or agreement that did not exist. Not one DEFENDANT presented grounds for any LEGAL transaction that occurred under their breached DEED OF TRUST. Padding Mark's DEED OF TRUST is forbidden by law. Nor is there any amendment titled and dated August 22, 2014 "Promissory Note" attached to Mark's August 22, 2014 recorded DEED OF TRUST. The recording finalized the illegal DEED OF TRUST stealing Colette's six properties under their promise to lend \$240,000. Judge Harris knew at the injunction Colette NEVER ORALLY DEEDED her properties to Mark Savage, her fiduciary, brother nor Michael McDonald impersonating himself as lending Trustee. An ORAL allegation of an alternate made up by the Harris trial court did not exist in the judgment prior to sale nor could exist after sale because it was never produced nor existed with any terms Mark and McDonald lay out in their justification defense. Nor did artificial contents of any oral agreement exist. Mark had NO DEBT claim against his sister nor legal position he could take. Mark had NO harm nor intervention claim or agreement he produced for ANY court. Mark's ORAL accusation of an undocumented promise occurs years after August 22, 2014. That defines accusation as an illegal disclosure NEVER accepted, or viewed by BORROWER Colette Savage. It also identifies corrupted illegal inducement under Mark and McDonald's August 22, 2014 DEED OF TRUST. The court could not LEGALLY find any rights, grounds nor cause for Mark nor McDonald under Mark's breached DEED OF TRUST. Judge Lee Harris knew under the terms of Mark's DEED OF TRUST Colette retained all rights as Borrower when both Mark and LENDER'S ATTORNEY McDonald defaulted under their own DEED OF TRUST. Mark had no rights under his DEED. Mark never brought a cause of action against his sister. He brought an illegal ORAL accusation/ justification in his claim conflicting with his documented –

recorded lending DEED OF TRUST and conflicting with Texas law. (See App G Ex A)

Judges have NO jurisdiction to tamper, twist, and create their own ORAL submission that Colette never signed to substitute Mark and McDonald's final DEED OF TRUST unlawfully breached and secretly recorded as a \$240,000 loan. Once recorded in 2014 Mark's DEED OF TRUST becomes his federal counterfeit crossing state lines to commit to other crimes. The Texas state court becomes the interventionist in justifying DEFENDANT'S recorded August 22, 2014 counterfeit by surrendering to Mark's ORAL undocumented extrinsic justification on behalf of Mark. The courts adjoining in Mark and McDonald's ORAL justification collapsed and by law voids their own lending DEED OF TRUST by invalidation. Their ORAL justification becomes an accusation which proves non-claim and is barred from securing his sister's properties. There is no ORAL justification nor any UNWRITTEN ORAL AGREEMENTS between the parties documented in their own DEED OF TRUST dated August 22, 2014. Mark's extrinsic expense claims settled in California are not the subject matter of Mark's DEED OF TRUST. Nor could any court bring any ORAL undocumented justification on January 5, 2016 on behalf of Mark and LENDER'S ATTORNEY McDonald which conflicts with Colette's BORROWER'S right to an injunction proving irreparable harm. Mark's ORAL accusation breaches his documented DEED OF TRUST. Therefore, compensation endorsed to defendants was corrupted prior to selling Colette's properties since the ORAL extrinsic altered subject matter DOES NOT exist under Mark and McDonald's DEED OF TRUST. There is no immunity for this illegally achieved misconduct by defendants. All enjoined parties put the altered ORAL subject matter up for sale at the foreclosure auction. Mark and McDonald's oral justification is in conflict with legal recording and contract law. Colette's injunction was justified brought on January 5, 2016. (citing Truth in Lending Act violations) (*App G Ex A*) .Mark Savage's DEED OF TRUST stipulates: THERE ARE NO UNWRITTEN AGREEMENTS BETWEEN THE PARTIES in its final paragraph which dismisses

his ORAL CLAIM OUTRIGHT. Therefore, there ARE NO ORAL AGREEMENTS BETWEEN THE PARTIES. There are no such items as oral bills Mark could submit nor are oral bills due and payable. Mark has no equity position under his DEED OF TRUST. Mark's oral claim had to be dismissed, since Mark never filed any cause he had a claim. Mark's DEED OF TRUST is uncorrectable. Therefore, a judge may not create, offer, nor develop any ORAL counterfeit never signed witnessed nor viewed by the parties to be included in any false judgment. This constitutes an illegal act by a judge! That Promissory Note inside the Harris judgment with subject matter and bills that did not exist inside Mark's claim has no legal effect because it does not exist as a documented agreement.

"A void judgment is not entitled to the respect accorded a valid adjudication, but may be entirely disregarded, or declared inoperative by any tribunal in which effect is sought to be given to it. It is attended by none of the consequences of a valid adjudication. It has no legal or binding force or efficacy for any purpose or at any place. ... It is not entitled to enforcement ... All proceedings founded on the void judgment are themselves regarded as invalid. 30A Am Jur Judgments "

The original Harris judgment at the Texas state injunction has never been audited properly because Mark could not sell, nor secure an unverified ORAL claim that is in conflict with his principal sum LENDER'S promise. Nor can a judges alteration be VERIFIED by any subsequent court BECAUSE their August 22, 2014 Promissory Note WAS NEVER PRESENTED, or accepted to any court, proving oversight fails causing irreparable harm and manifest injustice to a senior, Colette, plaintiff. Colette at all times had the support of TRUTH IN LENDING ACT LAW and the original breached agreement by Mark and McDonald acting as criminal and illegal Trustees. The subsequent \$383,000 Lee Harris judgment after the promised sale SETTLEMENT on January 5, 2016 proves further pattern of corruption, not incompetence by the Harris 66th district court. (App D Ex 3 certified judgment

52939) The defendants ORAL claim was illegally sold at public auction to settle the “disputed” ORAL claim enforced by the Harris court in an action that had NO \$240,000 loan attached. The laundering of the “sale” proves the Harris court continued Mark and McDonald’s unconstitutional invalid claim by ignoring the promise to settle. This becomes another ransom this time the adjoining in attacking Colette’s inheritance in California. We establish Judge Harris involved in laundering the sale for a second LARGER taking and replacing the sold collateral with Colette’s inheritance in violation of his oath of office. The larger taking a second satisfaction. Judge Harris breaches the terms of the Trustee Sale auction under the directive of the sale. App G Ex F. He also knowingly breaches the new TRUSTEES DEED.

A JUDGE TAMPERING and switching the contents of the settlement of the sale. (App G Ex A) (Vol 1 52939) We proved irreparable harm, damage and isolation for the remainder of this seniors life occurs from the onset when JUDGE LEE HARRIS, town of Hillsboro, Texas not only transferred Colette’s wealth and years of work entirely to her brother and his team of attorneys by prejudicially and in malice denied all rights to her appeal by sanctioning and threatening her appeal monetarily. (pg 2 of judgment App D Ex 3) He and the Appellate court denied the Foreclosure Auction Settlement stated in the directive of Notice. This proves the courts are in breach of contract laws, the sale and continuing counterfeiting to this day!

An order that exceeds the jurisdiction of the court is void, or voidable, and can be attacked in any proceeding in any court where the validity of the judgment comes into issue. (See Rose v. Himely (1808) 4 Cranch 241, 2 L ed 608; Pennoyer v. Neff (1877) 95 US 714, 24 L ed 565; Thompson v. Whitman (1873) 18 Wall 457, 21 L ed 897; Windsor v. McVeigh (1876) 93 US 274, 23 L ed 914; McDonald v. Mabee (1917) 243 US 90, 37 Sct 343, 61 L ed 608. U.S. v. Holtzman, 762 F.2d 720 (9th Cir. 1985)

In fact, the counterfeit DEED endorsed by Judge Harris is provably acting outside his jurisdictional boundaries, then knowingly crossed state lines into California to take Colette's Trust account and seizing same properties sold at auction back to Colette proving Colette had a FEDERAL right to make a fraud claim against all state officials under Mark's counterfeit DEED. The Texas court is proving in contempt of their own jurisdiction, under Mark's DEED OF TRUST, under a non existent Promissory Note, never signed by Colette on August 22, 2014.

Allowing a federal counterfeit (then sold) to move through the legal system after foreclosure promised settlement proves violation and criminal predicate acts under TITLE 18 and TITLE 42 of the courts. (App G Ex F) We establish no oversight by any judge nor tribunal. Creating an ORAL imaginary justification that has no meaning, nor validity and does not exist is a violation of Judge Lee Harris oath of office colluding in obstructing the rights of Colette Savage as owner. We prove a civil rights warring action by the state of Texas against plaintiff that includes ransom and extortion. The criminal defendants never created a debt nor proved any debt! An undocumented debt is a fictitious and frivolous claim. An illegal intervenor has NO CAUSE.

Judge Harris is barred from participating in the creation of ANY ORAL debt under an alternate fantasy by replacing Mark's DEED OF TRUST, by retitling DEFENDANT'S imaginary debt as a "Promissory Note" with bills that do not exist, backdating it to August 22, 2014 and publishing Colette signed such a invisible "vehicle" as her debt to Mark. The courts are denying Fair Debt Collection Act verification; one of the first items that must occur under any debt claim.

In so doing the judiciary is imagining a debt claim, not against Colette but against a California Testator, Beatrice Savage to seize assets earmarked for Colette in her Trust account and circumventing them to Mark and McDonald. That identifies the Texas court crossing state lines to attach a Testators Trust to her daughter and granting Mark control. That established the malicious transfers of the Texas courts without a true debt to California. The Texas state court knew

there was no debt in California because all those debts were paid and or denied by court order. There were no expenses in California by court order. (App D Ex 1,2,3,4,5) There was no standing, no jurisdiction, nor promise, nor cause for the Texas court transferring Colette's estate and assets to Mark. This ORAL fantasy already sold debt at auction was then allowed to cross state lines by the Harris court and the Appellate Waco court and attach to all the same properties sold at Auction and included her California Trust account without proof of debt. In fact, Colette brought proof numerous times that a California debt did not exist because all loans paid and settled means Mark brought an illegality neither due nor payable into the Texas court knowing both courts would convert the counterfeit DEED OF TRUST and convert all settlements.

That establishes the Texas state court creating new collateral under the counterfeit non documented, never presented August 22, 2014 Promissory Note created in the Harris judgment sold and settled at foreclosure auction. This proves the theft of repeatedly stealing by creating new collateral to attack. We establish by the non evidence Judge Lee Harris is a corrupted judge involved and adjoined with defendants Mark Savage/ Lender and Michael McDonald- fictitious Texas Attorney Lender in transferring Colette's estate then owner Kent Graham's home unlawfully to illegal parties. The court pursued Colette by ILLEGALLY creating new collateral under the sold DEED OF TRUST by attacking her inheritance by a California Trust. The fact both courts denied Colette's Bill in Review proves fraud inside both courts. We have several predicate acts of corruption against ALL defendants including the Appellate Court Waco district 10. The nonexistent conflicted oral fantasy could not be validated. The Harris judgment cannot assert Colette signed Mark's "Promissory debt" to her brother including her inheritance because that contract nor security DOES NOT EXIST and could not exist under the terms of DEFENDANT lender's counterfeit then sold DEED OF TRUST. The state of California determined Mark is NOT entitled to change his mother's Trust to secure Colette's inheritance against herself in 2015 and then 2016. (See Court orders App

D Ex 3,4,5,6) The Texas state courts assignment is illegal and proves operating outside of their jurisdiction. These Texas named justice were practicing Texas law and California law unlawfully in an unorthodox manner causing irreparable harm to plaintiff.

The court are barred from changing one term, one condition and subject matter in Mark's DEED OF TRUST. A false assignment or utterance is a theft sold at auction to settle a fictitious debt under the Trustee Sale directives; therefore, both courts breached their own enforced settled sale. We establish an extrinsic fraud is not assignable.

THE APPELLATE 10 COURT KNEW THERE WAS A PROBLEM

There is no such item or material document titled a "Promissory Note" in the Harris judgement backdated to August 22, 2014. Nor is there any such document titled "Texas Note" introduced by the 10 th Appellate Court in their opinion under the certified record volume 1-9 October 25, 2018 that could occur two years after the Promissory Note. (App C Ex 2) Two ORAL agreements that do not exist cannot be merged into a sold DEED OF TRUST that was never collectable. FTC Fair Debt Collection Act protects the unsophisticated consumer from falsified and fictitious debt that cannot be proven. Our case ESTABLISHES oversight does not exist for void judgments, especially those steeped in corruption and predicate unlawful actions. Our case proves even the Appellate 10th district court (10-17-00139) is enjoined in the corruption to continue the coverup because the "Promissory Note" then conversion to a "Texas Note" was sold at the foreclosure auction for \$10,001 not \$240,000. That proves malice by the court. The Appellate court 10 (10-17-00139) recognized the illegality by the trial court, Mark Savage and Michael McDonald. That establishes the coverup for the Promissory Note by the Appellate 10 court creating a "Texas Note" backdated to August 22, 2014. The non existent frivolous "Texas Note" steeps the Appellate court in the predicate activity of submitting their own subject matter that does not exist in the DEED OF TRUST. The Appellate Court backdating their adjoined "Texas Note" never found in the record nor in

Mark's Summary Judgment establishes corruption reigns, continues and escalates in the central Texas courts. That transactional Fraud is not dismissible, redeemable, cannot be recognized as legal by judges nor justices in enforcing illegal bank and property transfers to criminal defendants more than once. Fraud keeps the claim unresolved. The state and U.S. Supreme Court has a problem on its hands if it does not address these issues and judges acting in a corrupt system! Fraud and corruption exists in the court especially where property titles are concerned and is trending. We prove that fact. There appears to be little avenue to repair or call on this corruption.

The court system and the public we serve are damaged when our officers play fast and loose with the truth. - in SUPREME COURT ATTY DISC. BD. v. Caghan, 2019

Unless the people have another avenue to call out corrupted judges we will be failing our constitutional rights, duties and standing. We have lost to judges acting in bad faith. If the appellate courts sides with the trial court 80% of the time, we have little chance to correct corruption. In our case, the Appellate court 10 created their own designed California probate collateral on a closed California Trust and called it a Texas Note. This proves assigning extrinsic jurisdiction by the Appellate 10 court. Colette never witnessed nor signed a "Texas Note" to steal her inheritance. This proves the Appellate court 10 never reviewed Mark's final DEED OF TRUST, nor verified the recording, nor verified the sale, nor verified any Texas Note produced, signed, witnessed nor notarized by the parties. That adjoins the Appellate Waco 10 court in fraud, illegal seizures by creating an alternate cause that has no legitimacy nor is produced materially on August 22, 2014. A fabricated claim gave the Texas court no jurisdiction under Mark's DEED OF TRUST. There is no jurisdiction for attacking a Testators final California will by the Texas Appellate court under Mark and McDonald's DEED OF TRUST and transferring her inheritance to Mark. The sale ended all corruption by any court.

"[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)).

The courts are at war with their own constituents and at war with material evidence. The law should be their master. Our case proves a judicial assault on congress that created the laws. We cite Judges ignoring and obstructing FTC legislating laws to protect the people and consumers. We cite judges in contempt of California orders. The court is in fraud against the law because they are in conflict with the law by imagining and designing securities against the interest and authority of the plaintiff's seeking protection. The courts are then endangering the people! When the courts step outside the law, they step outside of jurisdiction. Then they step outside of their immunity.

A judgment may not be rendered in violation of constitutional protections. The validity of a judgment may be affected by a failure to give the constitutionally required due process notice and an opportunity to be heard. Earle v. McVeigh, 91US 503, 23 L Ed 398. See also Restatements, Judgments ' 4(b). Prather v Loyd, 86 Idaho 45, 382 P2d 910.

Colette never hired any judge or subsequent tribunal to create an oral document or to alter and fix Mark and McDonald's DEED OF TRUST that had no power or effect to go to sale to separate Colette from her business and all her properties. They cannot assign, notarize Colette's signature to a debt that by law CANNOT exist! If the trial court tampers with one's constitutional rights, the subsequent courts are apt to dismiss by never reviewing or verifying the actual non produced document. Any judge should be dismissed for creating their own laws, their own securities that do not exist and dismissed for non review. There is no immunity for these predicate

actions. There never was any real evidence for any debt! The court then becomes false lenders.

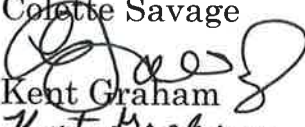
Applying the doctrine of judicial immunity adopted by the U. S. Supreme Court in Bradley v. Fisher in 1871 and held applicable to § 1983 actions in Pierson v. Ray in 1967, Judge Luther M. Swygert, writing for himself and Judges Harlington Wood Jr., and William G. East, found that IMMUNITY IS AVAILABLE only when a judge has jurisdiction over the subject-matter of a case and that it is not available when he acts in "clear absence of all jurisdiction."

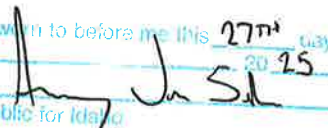
We met all causes of action to send, transfer the fraud to federal court. The defendant never had standing for anything. This is all a sophisticated bait and switch exchange scheme by the courts.

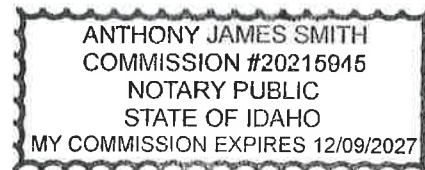
All records and evidence have been certified by the court in 52939 Vol 1- 9 that we have brought to this case officially. There is NO alternate live or valid August 22, 2014 "Promissory Note" with California probate subject matter that was submitted to the court. Judge Harris order is legally defective by not stating how he arrives at an extrinsic "Promissory Note". However, Judge Harris made a mistake of creating, titling and dating an ORAL Promissory Note stating it occurred August 22, 2014. This is clearly an FTC violation too numerous to cite in this document. Judge Harris entangles himself in an extrinsic fraud in his own court to an unsophisticated consumer, where no lending occurs under Mark's DEED OF TRUST. There is no Promissory Note constructed by Judge Harris in any of those volumes nor could be constructed by Judge Harris on August 22, 2014 to confuse petitioner and federal review. Judge Harris constructed a fraud and titled it a Promissory Note. All June 2014 Promissory Notes extinguished in California are not transferable. They were found unlawful. The court could not notarize

a note on behalf of Colette not in the record. Therefore, there is no principle sum of \$240,000 loan that any court could conclude. Settlements cannot be loaned again. There is no such \$600,000 worth of interest that continues to this day by \$108 of daily interest The federal court fails review. WE certify this is not to delay because the defendants have taken, converted and stolen everything and destroyed Colette's good credit, slandering her reputation and isolating her from family members! We prove there is no such debt as an oral debt and Justice was denied. No one can certify any debt or document. These judges violated their oath. This case cannot identify any Judge that demonstrated their judicial duty and good will. Mark's DEED OF TRUST was and remains the final agreement and finalized his terms. He broke that agreement by not lending! Preclusions cannot intervene by courts as activist judges. We prove a failure to render due process. Anyone claiming ignorance or incompetence has no immunity. When something goes straight to judgment it proves prejudice.

I certify under penalty of perjury the foregoing is true and correct and all evidence presented as been verified and entered into the records,

Colette Savage

Kent Graham
February 27, 2025

Subscribed and sworn to before me this 27th day
of FEBRUARY

Notary Public for Idaho
Residing at BOISE, ID
Comm Exp 12-09-2027



**In the
Supreme Court of the United States**

I, Colette Savage caused copies of the Brief of *Amici Curiae* *Reconsideration* in Support of Petitioner to be served by mail delivery/ priority mail with tracking and email as well on the following counsel and person March 1, 2025

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**KENT GRAHAM and COLETTE SAVAGE,
*Plaintiffs-Appellants***

v.

**MARK SAVAGE; MICHAEL MCDONALD, VIJAY MEHTA, THOMAS
GRAY, 10TH COURT OF APPEAL, REX DAVIS, 10TH COURT OF
APPEAL; LEE HARRIS, JUDGE 66TH DISTRICT COURT**

Colette Savage and Kent Graham

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KENT GRAHAM and COLETTE SAVAGE,
Plaintiffs-Appellants

v.

**MARK SAVAGE; MICHAEL MCDONALD, VIJAY MEHTA, THOMAS
GRAY, 10TH COURT OF APPEAL, REX DAVIS, 10TH COURT OF
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Colette Savage and Kent Graham

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Plaintiffs-Appellants

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Colette Savage, Kent Graham

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KENT GRAHAM and COLETTE SAVAGE,
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KENT GRAHAM and COLETTE SAVAGE,
Plaintiffs-Appellants

v.

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GRAY, 10TH COURT OF APPEAL, REX DAVIS, 10TH COURT OF
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Kent Graham and Colette Savage

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KENT GRAHAM and COLETTE SAVAGE,
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Colette Savage and Kent Graham,