

No. _____

IN THE

SUPREME COURT OF THE UNITED STATES

DAVIDSON RAYMOND, ET AL ^{PROSE} — PETITIONER
(Your Name)

vs.

Well Fargo Bank N.A., ETC — RESPONDENT(S)

ON PETITION FOR A WRIT OF CERTIORARI TO

IN the Fourth District Court of Appeal of the State of Florida
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

DAVIDSON RAYMOND
(Your Name)

8797 Cobblestone pt Circle
(Address)

Boynton BCH, Florida, 33472
(City, State, Zip Code)

561-752-66-69
(Phone Number)

RECEIVED

MAR 20 2018

OFFICE OF THE CLERK
SUPREME COURT, U.S.

QUESTION(S) PRESENTED

1. Would agree that on May 1st, 2008 by filing an issue of complaint, the plaintiff moved the maturity date of the note to the date of the acceleration?
2. If the statute of limitation run out of the collection of the note, does that mean that the statute run out for the foreclosure of mortgage, and if the only alleged failed to pay the note, does it or does it not cut off the plaintiff from collecting on that note?
3. Do you agree the acceleration occurred when the time of the complaints were filed and is still affective for five years?
4. Applied to this case, what statute of limitation barred the plaintiff gets when collecting from the note? In Florida, we have 95.281 and 95.11 (2) (C)
5. Without an acceleration, does the plaintiff have the right to seek a cause of action on an acceleration debt and do you believe the plaintiff would have the right to file a cause of action on the acceleration debt without first in an affective acceleration?
6. Does that given that notice of acceleration begin to run the statute of limitation?
7. Applied to this case, is it possible for the plaintiff to sue again on May 1st, 2008 default date even after five years? And, the statute of limitation become a fact issue on Suit No.2, is it right?
8. After further review of assignment of mortgage signed by Ken Satsky, Wayne Choe, and Yolanda Rodriguez without disclosed the true employment stating that the employees of MERS making the judge believe them in fact they are the employees of Bank of America as a resolve those assignment admitted into evidence by the plaintiff as a legal transfer, is it a constructive fraud by the plaintiff using their own employees to execute a transfer of those assignments?
9. Based on the information or nondisclosed the true employment, is the judgement which was entered on November 1st, 2016 is wrong?
10. Did Bank of America committed a fraud by recording the assignment of mortgage in 2011?
11. Is the assignment of mortgage signed in 10/12/2011 recorded in 10/24/2011 in the court of law is legally transferred?
12. The plaintiff never had possession of the original note and Exhibit No.2 of the note is a certified copy of the note admitted through evidence as a business record nearly for ten years, when they lost both trials in the last minutes they introduced a new copy of the original note a noncertified copy which was not identical to the

LIST OF PARTIES

- ☒ All parties appear in the caption of the case on the cover page.
- ☐ All parties **do not** appear in the caption of the case on the cover page. A list of all parties to the proceeding in the court whose judgment is the subject of this petition is as follows:

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Authority Cases

1. Carpenter Vs. Logan- The note and mortgage are inseparable. The former as essential, the later as an incident, assignment of a later alone is nullity. There is no departure from any principal of law or equality in reaching this conclusion.

The mortgage can have no separation existence Carpenter vs. Logan 21 L.E.D. 313.16 wall 271 83 U.S 271, 274-275 (1872) Carpenter vs. Logan 83 U.S .16 wall 271-271 (1872)

2. Spencer vs. EMC Mortgage 60.97.so 3d DCA 2012

3. See Singleton 882 so 2d at 1007 (While it is true that a foreclosure action and acceleration of the balance due based upon the same default may bar a subsequent action on that default.) An acceleration in foreclosure predicted upon subsequent and different default date presented a separate and distinct issue (citing Olympia Mortgage CORP vs. Pugh, 770 so 2d 863 (FLA.4th DCA)

ID at 108, U.S Bank, NAT'L ASS'N vs. Bartram, 140 so 3d 1007, 1014 (FLA. 5th DCA)

See, Well Fargo Bank N. A vs. Robinson, 168.so 3d 1279, 1280 (FLA. 5th DCA)

PNC Bank N. A vs. Neal, 147.so3d32(FLA. 1st DCA 2013)

Funding SALS, LLC vs. Krondes, 101.so3d 403 (FLA 4th DCA 2012)

HICKS vs. Well Fargo Bank N.A 5th DCA (5d.14-1748)

4. Frieddly vs. Bank of New York Melon 2017 WL42 805 92 (Fla. Dist. Ct appeal)

5. Miller vs Bank of America N.A. et.al. No, 5d 15-780 (Fla. 5th DCA. October 28th, 2016

6. Charles Green vs. Countrywide: Case No. 5D154413

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

- 1 Florida state Constitution Article V, Florida Rule App. procedure. 9.030.(a)(2). Article V, 4 (b)
FLA. R. App. p. 9.030 (b) (1)
- 2 statute of limitation provisions in Florida
95.11 (2) (c) and 95.281 ect
- 3 FLA. R. App. p. 9.030 (a) (2) (A) section
3 (b) (1) of Florida constitution.

IN THE
SUPREME COURT OF THE UNITED STATES
PETITION FOR WRIT OF CERTIORARI

Petitioner respectfully prays that a writ of certiorari issue to review the judgment below.

OPINIONS BELOW

☒ For cases from **federal courts**:

The opinion of the United States court of appeals appears at Appendix A to the petition and is

☒ reported at West Publishing; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

The opinion of the United States district court appears at Appendix _____ to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

☒ For cases from **state courts**:

The opinion of the highest state court to review the merits appears at Appendix C to the petition and is

☐ reported at _____; or,
☒ has been designated for publication but is not yet reported; or,
☐ is unpublished.

The opinion of the _____ court appears at Appendix _____ to the petition and is

☐ reported at _____; or,
☐ has been designated for publication but is not yet reported; or,
☐ is unpublished.

JURISDICTION

☒ For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was July 20, 2017.

☐ No petition for rehearing was timely filed in my case.

☒ A timely petition for rehearing was denied by the United States Court of Appeals on the following date: August 24, 2017, and a copy of the order denying rehearing appears at Appendix _____.

☒ An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on August 22, 2017 (date) *denied.* in Application No. ____ A ____.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1254(1).

☒ For cases from **state courts**:

The date on which the highest state court decided my case was October 3, 2017.
A copy of that decision appears at Appendix C.

☒ A timely petition for rehearing was thereafter denied on the following date: October 30, 2017, and a copy of the order denying rehearing appears at Appendix D.

☐ An extension of time to file the petition for a writ of certiorari was granted to and including _____ (date) on _____ (date) in Application No. ____ A ____.

The jurisdiction of this Court is invoked under 28 U. S. C. § 1257(a).

Background and Statement of The Case

one attached to the complaint which is the very first time, that show that the plaintiff is not the owner of the note, is that true?

Background and Statement of The Case

The appellants seeking for lack of standing to foreclose, fraud and the concealment fraud in the inducement, unconscionable contract, breach of contract, breach of fiduciary duty slander of title.

Appellants seeking for review order affirmed judgement in the appellee favor.

Pursuant to Fla.R.civ.p. p. p. and file this motion for seeking for review of order entered on July 20,2017.

Pursuant to Florida rule civil procedure hereby filed this motion for review as ground and support there of state as follow.

Come, Now the appellants filed this motion for review because base on new discovery of the origination loan process, that we found there is a material issue of facts that the lender never disclosed this evidence and there is no dispute on that, so this is new the court never was aware of those facts and now at the last moment we have them on discovery. I ask the court to give me a chance to bring new evidence that supports my case.

This is a foreclosure case in which the plaintiff Well Fargo Bank N.A. as a trustee on behalf of the Harbor View Mortgage Loan Pass- Through Certificate series 2007-1 seek foreclosure the home of the defendants

1: This case filed on October 3, 2008, in count 1 Well Fargo complaints is for mortgage foreclosure and alleged default date of May 1, 2008 and Well Fargo accelerated the mortgage by filing of a previous action on the same loan documents. This foreclosure action is time barred after 5 years from the date of acceleration. Case law Spencer Vs EMC mortgage 60.97. so 3d 257 (Fla.3d DCA 2012) Here the plaintiff did not bring the current action until March 19, 2014 well over 5 years of acceleration. As such the original acceleration is time barred and Well Fargo Bank N.A. fail to allege an actionable event of default based up on the default date alleged in the complaint Well Fargo claim was barred

by the applicable statute of limitation. According to the law this case should be review for reconsideration.

2: The appellants answered the complaints and asserted as their fourth and fifth affirmative defense that the complaint was timed barred, and the appellants asked and prayed that this honorable court denied the plaintiff any relief in this action, and award defendant reasonable attorney fees pursuant to the term of mortgage and the note and chapter 57. 105(7). Florida statute for defense of this action, because the suit was not commenced within 5 years of the default date alleged and the complaint, as required under section 95.11(2) (c) Florida statute (2013) established a 5-year statute of limitation on action to foreclose the mortgage. The plaintiff did file a reply to the affirmative defense. Appellants argued that it was undisputed that there was a prior foreclosure suit based on May 1st, 2008 default, file on October 3rd, 2008 and that filing 2008 foreclosure action, the prior accelerated the balance own on the note subsequently the suit was dismissed without prejudice and the senior judge closed the case. When my counsel raised the issue of statute of limitation to the assigned judge Peter D Blanc he said we cannot dismiss the case on this issue, let wait and see if the plaintiff will bring its evidence or new default date and the plaintiff never alleged a new default date. All district court was waiting for clarification on U.S. Bank VS Bartram and Beauvais. According to the case law a holder in due course is not precluded from filing a new foreclosure action base on different acts or date of default not previously alleged. Provide that the subsequent foreclosure action on the subsequent default is brought within the statute of limitation period found in section 95.11 (2) (c), Florida statute.

Case law to support appellant motion for rehearing, see Singleton 882 so.2d at 1007 (while it is true that a foreclosure action and acceleration of the balance due based up on the same default may bar a subsequent action on that default. An acceleration and foreclosure predicted upon subsequent and different default date present a separate and distinct issue.) (Citing Olympia Mortgage Corp. Vs. Pugh, 770 So.2d 863,266) (Fla.4TH DCA 2000)

This is because a subsequent and alleged default create a new and independent right in the mortgage to accelerate payment on the note in a subsequent foreclosure action. Id. At 108, US Bank, NAT'L ASS'N Vs Bartram, 140 so.3d 1007, 1014 (Fla.5th DCA) (recognizing that the discussion in Singleton was limited to the application of the res judicata doctrine, but concluding that Singleton's equally applicable to the statute of limitation issue.) Review granted 160 so.3d 892 (Fla.2014); see also well Fargo bank NA. Vs Robinson, 168.so.3d 1279, 1280 (Fla.5th DCA 2015) PNC Bank, NA VS. Neal, 147 so.3d 32 (Fla.1st DCA

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2013); star funding SALS, LLC VS Krondes, 101 so.3d 403 (Fla 4th DCA 2012) Hicks VS well Fargo Bank NA 5th DCA (5d. 14-17 48)

3: On Oct 3, 2008, the plaintiff Well Fargo Bank NA, as trustee for Harborview Mortgage loan trust Mortgage Loan Pass-through Certificate series 2007-1 (see original complaint in paragraph 5) in the complaint the plaintiff alleged among other things the plaintiff owns and hold the note and mortgage. In addition, in count 2 the plaintiff alleged is not in possession of the original note and mortgage, however plaintiff was in possession of the note and mortgage and was entitled to enforce them when the loss of possession occurred. See plaintiff original complaint paragraph 21.

4: On March 19,2014, the plaintiff filed a foreclosure action alleged other things count 1 paragraph 3 plaintiff is not in physical possession of the original note which is the subject of this action as it has been loss, however is entitled to enforce the instruments pursuant to Florida statute 673, 3091. An additional in count 2 paragraph 20-21 the plaintiff cannot obtain the original note now because the note is lost or destroyed, and plaintiff has directly acquired ownership of the instrument from a person who was entitled to enforce the instrument when the loss of possession acquired. And Fla.R.civ.p 110 (b).

Verification under penalty of perjury Joaneen Shandler document control officer place of business Salt Lake City, Utah 01/23/14 declare that I have read the forgoing, and the facts alleged there in true and correct to the best of my knowledge and lost note affidavit verification created by Matt Faiola Vice President Select Portfolio servicing INC. A copy is attached Exhibit D. Matt Faiola being duly sworn depose and say he has personally knowledge of the facts set out in this verification, review of the business records maintained by company in the ordinary course of business he said a copy of the note is attached has exhibit B and is a true and exact copy of the original note, and the term of the note have not been modified in any respect since the date the note was executed by Davidson Raymond and Jean Robert Raymond. On December 23rd,2013 Matt Faiola executed a lost note affidavit which is attached as exhibit D.

Paragraph 7 upon information and belief premium capital founding, LLC D/B/A/ top dot mortgage was the owner of the note when loss of possession occurred was untitled to in force the note at the time. Upon information and belief premium capital funding LLC D/B/A top dot mortgage cannot obtain possession of the note because the note was destroyed, it's where about cannot be determinate, or is not amenable to service of process. In paragraph 9 he says the servicing record for this loan show that the note was nerve released, assigned, transfer, pledge. Therefore, this question is very important in this case, how does one get title to what is effectively cash if it was lost before it was transfer to Well Fargo Bank N.A. We have a certified copy of the original note the plaintiff

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has been used in this litigation nearly a decade and all document has been received from the party involve in this property they certified that is the exact copy of the original note the plaintiff has been use it in the court for evidence. We have a copy of the note with 2 endorsements, but they cannot fit to the certified copy of the original note because they're not real it's a fraud they never pledge that note with the 2 endorsements

5: Beginning with Mrs. Simone testimony she admitted that this is a copy of original note with allonges and blank indorsement. It keeps in their business record, she said from the business record that I have reviewed and work with the custodian of record. Th judge ask her SPS never had the original note, did they? She said NO. The judge asked her again Bank of America never had the original note, did they? She said from the note I read Bank Of New York also she said record indicated that the original note was sent to Aldridge Connors in 2008. That's not true at all because Aldridge Connors said they retained by B.O.A and on December 8,2010. The judge asks her if the note indorse in blank, is that correct? She said the original note base on our business record indicated it would have been endorsed in blank. They are two allonges attached from the origination lender or have its copies. And she said it endorsed to countrywide Bank NA. They said they got ownership from pooling servicing agreement you can't take something that already lost if the plaintiff receive the ownership PSA 2007. Where is the agreement (contract) why about 3 years later we have an assignment of mortgage to yourself, something is wrong here?

Mrs. Simone testified that the note was not reviewed by BOA. The computer system as 400 that generate document this system has a part of its regular conducted business activities and they admitted into evidence now on a new trial they said oh we wrong our business record we were admitted was WRONG now we have a business record that exception the plaintiff should be dismissed. Now you admitted a copy of the original note as exhibit 2 from the business. Because they failed to establish a lost note now they create fraud documents to fool the court for them to win their case. Where is this document before? This is exactly fraud.

6: Exhibit 5 Mrs. Simone state the PSA was not signed by the parties this retrieved from the SEC, legal objection, hearsay, lack of foundation, not a business record but an online document not certified, best evidence and relevance because it an unsigned contract. See trial 1 page 40 – 42 she explains section 2.01 of PSA.

According to Matt Faiola Affidavit attached to the complaints say the note lost from top dot original lender. To comply with SEC 2.01 a lost note affidavit is required but the plaintiff failed to do so. Why the trust and PSA never mention countrywide Bank N.A? countrywide Bank N.A never identify in the PSA not in the trust why? The note was lost

before it came to the trust. According to Mrs. Simon The Raymond loan was not identifying in the trust. She said the original note transfer to the plaintiff in February 2007 between the date the document was created the PSA and closing date, if this is true where is the assignment at that time it will record immediately in country court level why on December 23rd, 2009 the note was alleged transfer to the trust period. Countrywide Bank NA never Identified in the PSA, its only identified as a servicer in this agreement. Now, we say this note is transferred illegally, or fraudulent. Does any of this document show that Countrywide Bank NA ever sold the loan or giving the loan away? Ms. Simon testified saying "last known based on our note it was with a custodian and sent to Aldridge Connors in 2008." Her business record does not tell the truth it hearsay.

7: Let's assume that Well Fargo Bank did get it. Who did they get it from? She said from the depositor, who was the depositor? She said Greenwich Capital Acceptance INC. How did they get it? Because last time we were talking about ownership, Countrywide Bank NA was the owner, so where did Greenwich Capital came into play? Ms. Simon talked about general practice dictated that Countrywide should have had given the original document to the depositor? We ask her to do you have any document to support that? She said no I don't. She never worked for Countrywide, Bank of America, Greenwich Capital Funding, and she wasn't present when the original transaction occurred, and she admitted that my loan was not in the PSA.

8: We had a dispute about the lost note there was a prior action filed in 2008, the original note, affidavit, assignment was not filed in the complaint they alleged in paragraph 21 the plaintiff is not present in the possession of the note and mortgage, however the plaintiff was in possession of the note and mortgage was entitled to enforce them, when loss possession occurred. The loss possession was not the result of transfer by the plaintiff or lawful seizure and the plaintiff cannot reasonably obtain possession of the note and mortgage because there were about cannot be determined. My question is when did Bank of America came in possession of the note and then sent it to Aldridge Connors in February 2012? This case original complaint itself told us exactly the original note loss in 2008 because they filed foreclosure on Oct 3rd, 2008 they alleged, and that complaint was lost they don't have it, again they filed another complaint on March 19th, 2014 they alleged, and the complaint was lost they don't have it again. It's said in paragraph 3 the plaintiff is not in physical possession of the original note which is the subject of this action as it has been lost, however is entitled to enforce the instrument pursuant to FL statute 673.309.

Paragraph 20, 2014 case the plaintiff cannot obtain the original note now because the note is lost or destroyed. Paragraph 21, the plaintiff has directly acquired ownership from

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a person who was entitled to enforce the instrument when the loss of possession occurred. They admitted they got ownership from someone who already lost it

9: Please understand that this is a 2014 case we are dealing now again they said the note is lost its about 6 years since the first action was filed. Standing. both foreclosure cases when the plaintiff filed never in possession of the note, please see affidavit and control Joaneen Chandler the plaintiff have no standing in this case. I will clarify for this court to understand that prior foreclosure was handled by the law firm of David J Stern is the one he is the prior law firm who handled 2008 case not the Aldridge Connors law firm. The law office of David J Stern filed foreclosure Oct 3, 2008 and dismiss April 4, 2011 after the case dismissed now Aldridge Connors filed an appearance motion a copy is attached that's all they did they never file any motion they never litigate the case they didn't file a rehearing nothing

They claim on Feb 25, 2011 they received an original note also had attachment a prepayment and along if it's true you have the note you have the endorsement why you didn't go to a trial of April 4, 2011, you claim you have possession of the instrument you did not file a rehearing you did not file a motion to vacate the judgment or explain to the court why we missed the trial or we had a conflict interest you didn't give a good explanation.

10: They claim the receive original document you know in facts it wasn't true and you know most importantly the law office of Aldridge Connors did not create the business record. Your honor if Aldridge Connors have the original note and mortgage and allonge endorse why they didn't file it with the court and continue to litigate the case. Now tell me you were retain by Bank of America to persecute a foreclosure case the case dismissed however you alleged you received original note in February 2011 and not litigate the case and return the original document back to your client on January 2012 even your client lost the case who will believe that? The affidavit of possession of the note by Andrew and his testimony completely failed conflicts with the allegation this case was brought in 2014 and basically the note lost prior to bring to this case. This case filed in 2014 and they claim the note lost between 2008-2011.

I respectfully ask the highest court for review the case because the plaintiff cannot get the case both ways because their present business record when they loss they pulled them back saying that the business record is incorrect. They present an exact copy of the original note that we have, and it is a certified copy from our communication with the bank and servicer and, I have the same exact copy that said this is a certified copy of the original note of my title search report. They admitted into evidence when they loss the trial they say this is not the exact copy because they allonge endorsement doesn't fit to

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the original copy of the note that is automatically fraud. How many notes did I signed at the closing? There is only one note. Why did they show two different copies of the note? We have a certified copy enclosed.

There are two assignments of mortgage now, you tell me Bank of America committed fraud by recording a 2011 assignment of mortgage in a county court recording.

After the trial, a discovery we found out based on nondisclosure the debt is paid off this is new we never litigate this issue because we just receive, so we reserve our right to provide new evidence to the case. We found out the investor has been paid and they waive any reminder and we the appellants ask for review.

Linda Demartini was in charged for Countrywide for eleven years and she was the deposed in the case called Kemp, she is a supervisor and operational team leader in Bank of America Litigation Management Department, testified that the original note endorsed in blank, and original note never left the possession, Countrywide failed to send key document to MBS trustees B.O.A employees said.

Angelo who was the CEO of Countrywide said, "Anything he serve it stays kept in record in Sun valley, California." He said he did not send anything to New York, 95% of Countrywide loans are fraudulent, they never deliver Linda Demartini. June 3rd, 2011, Kemp Vs Countrywide Bank/ B.O.A both testimonies support my position.

Standing for deed of trust, this security instrument may be transferred together with the promissory note unity between them. Where is the unity between the note and the deed of trust? The plaintiff allegation the note lost from 2008 and they have an assignment mortgage of 2009 and 2011.

MERS can not sign a deed of trust, since MERS is only nominee and has no beneficial interest'

- A) A spilt note in deed of trust means the debt is unenforceable.
- B) The note and the deed of trust do not move together when being transferred VIA MERS or others.
- C) Whom the note is made to?
- D) Chain of title issue "A to B" "B to C" "C to D" is okay, but "A to D" is not okay transaction.
- E) When the note splits from the deed of trust, the note becomes an on practical matter unsecured. Case law Carpenter Vs. Logan 1872 US Supreme Court site.

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Ken Satsky, Wayne Choe, and Yolanda Rodriguez by execute those assignment of mortgage makes the court believe that they are the true employees of MERS, in fact after further review with discovery they are not employees of MERS they are employees of B.O.A, those transfers were illegal according to the law and the plaintiff liable of constructive fraud. Now I ask the highest court if this is an ordinary course of business for the bank to use their own employees to execute the assignment of mortgage pretend that they are the employees of MERS. That is a conflict of interested conducted by the plaintiff this is a fraud in American public. They should be sanctioned and fined.

I want to know what the plaintiff's position to this subject if there is an opposition of this subject.

We heard that the business record inflicted a transfer of the note and mortgage to someone else other than Well Fargo after 2007. We heard the testimony that Countrywide bank N.A. who was a specific endorsee on the endorsements owned the loan documents in 2007, but there is no evidence here that Countrywide Bank N.A. ever transferred, assigned, hypothecated, otherwise ownership of the note or mortgage to anyone else or gave possession to anyone else. The plaintiff relied on PSA. The problem with that is the document does not mention the endorsee or the alleged owner from 2007 in anyway shape or form. Countrywide Bank N.A. that the earliest time we could have identified the owner of this document other than the original lender. Countrywide Bank N.A. there is no evidence they had to give it up and we also have testimony that there was evidence of transfer to someone else other than Well Fargo in 2007.

My counsel asked Mr. Weiner witness for the plaintiff straight forward "did anyone besides Well Fargo own this loan?" We said that Countrywide previously owned the loan according to the endorsements. We asked him "if Countrywide lost the note?" He said no.

The plaintiff counsel then proceeded to impeach her own witness twice, but he testified to that. The reason we asked that is the allegation is that the plaintiff Well Fargo acquired it from someone directly who lost the note. But they are saying now Well Fargo don't get the note from anyone else, did not acquired ownership from anyone else it wasn't someone else who lost the note, but for the very first time in this case, two cases, two trials, we now arguing that Well Fargo itself lost the note. That wasn't pled.

Now even if it had been pled, huge gaps in their evidence which therefore they did not prevail in the first time and they had to go out and conduct an additional investigation after they lost in the trial. An additional investigation which is improper because this wasn't a document that did not exist or could not have been located prior to the filing of

Background and Statement of The Case

the action. Assignment that appeared to at least be contradictory and now saying we flat wrong fraud in the court room.

The witness admitted now two trials that they have record that are not accurate, they had an alleged that apparently no longer exist two of them which are no longer part of the note. They have an assignment in 2009 and they sued on May 1st. 2008 that they are saying "judge, here is the proof that he went into the trust in 2009 after filing the suit.

Here the court does not have evidence to support their own allegation that Well Fargo acquired the note from someone else who lost it. The statute allows for them to plead that or the lost it themselves They have that option when they file the case they choose this one they had acquired it from someone else. Most importantly even if you look at the evidence they don't prove their allegations.

On the stand Wiener said countryside did not create the business record and he said countryside did not lost the note.

Statute of Limitation Issue

You know in 1974, Florida Legislature passed an unmistakable term a statute to provide five years of statute of limitation for mortgage foreclosure. Also, we know that the case law before or after was also consistence and said any installment payment obligation effect of an acceleration is to make all payments immediately due. We know once it accelerates everything is declared to be due. The statute starts of the time of acceleration, the mortgage follows the note. The note is properly accelerated, the payment which are due January 1st, 2037, are due now that is when the statute of limitation. Every statute of limitation cut off valid claim, there are many victims to our society with countless of dollars cut off by statute of limitation. It is not to hard to figure out because the Florida Legislature says that five years is enough, if it is not enough they can extend for 10-15 years.

So, what is the significant for the running of statute of limitation? Because the deadline setup made by legislatures and it should be respected, statute limitation is a legislature process not a judiciary process, the deadline is established by legislatures the sound is always measured.

1. Would you agree that in May 1st, 2008 by filing an issue of complaint, the plaintiff moved the maturity date of the note to the date of acceleration?

We have a case law called Casino, it is the Florida Supreme Court site it said when a lender is elected and accelerates a payment on the note, the lender accelerated the maturity date of the note itself. Site 1937 Florida Supreme Court Case.

There are a lot of unbroken case laws, who say that. Do you suggest that the line of cases who say that it is not correct and should be revised by the Supreme Court?

2. After the plaintiff exercised its right of acceleration, would you agree beginning the acceleration process by either filing a lawsuit or sending a notice is starting the statute of limitation?

The plaintiff refused to accept payments from the borrower for less of the acceleration amount. Applied to this case, the borrower sent installment payments after acceleration, the plaintiff refused to receive the payment and said "We are in fact accelerated the debt all sum is due now, a single payment of \$634,181 are due now, we moved the maturity date January 1st, 2037, to now a copy of that check is enclosed exhibit A.

3. In Florida's statute of limitation on a promissory note is five years from the maturity date, if the maturity date is accelerated by the bank Via a lawsuit or Via

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notice or whatever, does that then start the five years clock from the maturity date for every case?

4. If the statute of limitation runs out of a collection of the note, then the statute of limitation has run out for foreclosure of mortgage if they only alleged failure to pay the note?
5. New York law held the acceleration bring the maturity date current, and if the statute of limitation barred the note its barred the enforcement of the note.
6. Do you agree that the acceleration occurred when the time of the complaint was filed?
7. Applied to the case in statute of limitation, what barred the plaintiff from collecting of the note? We have Florida 95.281 and FL 95.11(2) (c)?
8. The plaintiff has the right to declare the full amount and to proceed with foreclosure actions or the borrower can remedy it by paying the past due in five years, it has never happened in this case. We have 95.281 is a limitation statute set for the life of lien and the lien ancillary to the debt, if the debt is no longer enforceable it makes no sense for the lien to continue to exist. The statute of limitation is passed onto the note because the mortgage only follows the note. The Florida Supreme Court did not say why there is a subsequent default and justice Periente says "There is an affective acceleration on Singleton's case because the borrowers made payments after the first acceleration."
9. There is nothing at there or no case law here in fact many states or law schools have to say and many states according Yell Law School say that the clear majority of the state with law in question reject automatic deceleration of the note on dismissed foreclosure action.
10. Without an acceleration the plaintiff does not have the right to seek a cause of action on an accelerated debt is that true? Also, do you believe the plaintiff would have the right to file a cause of action on an acceleration without first in affective accelerate? Does given that notice of acceleration beginning to run the statute of limitation?
11. If the statute of limitation does not run until the judgement, there is no such thing as a statute of limitation on mortgage foreclosure in Florida.

An acceleration is a perquisite to file a case of action to collect or foreclose on an accelerated, and a judgement is in fact the collection of that acceleration debt or foreclose on that accelerated debt.

12. Statute of limitation is applied here, there is only five years you can suit on that on that default May 1st, 2008 is that true?

Background and Statement of The Case

13. Applied to this case, the dismissed was without prejudice in Florida according to 95.11(2) ©, a dismissed with out ^{prejudice} does not place the parties back to the previous position before the law suit was filed and a dismissed without prejudice does not affect the acceleration, because the plaintiff have the right to continue litigated the case by file for re- Hearing, or explain to the court that we had a conflict, or anything take it to appeal court. The case dismissed without prejudice they can continue litigate the case on that default because the acceleration is affective for five years the plaintiff failed to litigate, that's not my problem because the statute of limitation cut off valid claim or an invalid claim that's the law.
14. Every time a case is dismissed automatically re-instead that's not true at all, there never been a law for that if there is one I want to see it the statute of limitation becomes a fact issue on suit number 2 and Bartram in other cases said default more then 5 years is barred by statute of limitation. Apply to this case the second foreclosure filed on March 19th, 2014 well over 5 years. The final judgement should not be entered. The evidence on this case is only one acceleration the plaintiff did not show a new acceleration.
15. The plaintiff must accelerate in foreclose in 5 years, that's why the Florida legislature mandate the deadline there is an acceleration there is no such further default all payment are due right now.

REASONS FOR GRANTING THE PETITION

① Because the Lower Court misapply the Law established by the Highest Court. The Lower Court Violate the law.

the mortgage can HAVE NO separation existence Carpenter
US Logan 21 L. ED. 313. 16 wall 271 83 US 271,
274-275 (1872)

② The plaintiff was NOT in possession when the low suit was filed. the plaintiff has directly acquired ownership of the instrument from some one who lost it.

③ We have an Assignment of mortgage Record in 2011 to an entities other than the plaintiff. it Record to Bank of America w/a. According to 2011 Assignment of mortgage it indicated that Bank of America P/A is alleged Owner of this loan.

④ Now you tell me Bank of America committed Fraud by Recording 2011 Assignment of mortgage. I think the Highest Court should take this in consideration to Review this case.

- The plaintiff is not the owner of his note. Last time we talking about Ownership Countrywide Bank N/A was the owner in 2007, no evidence show that they give up. Now, How does one get title to what is effectively as if it was lost before it was transfer to well fargo? Countrywide had some relationship ~~with~~ with B. O. A. (merger)
- ① Failure to provide evidence to explain Relationships in mergers.
 - ② Failure to provide evidence of the term of merger and the transfer of this subject loan
 - ③ Failure to provide evidence of standing at commencement of the lawsuit. The 5th DCA in Florida recognized this problem in this case site support my position. Green US Green tree serving countrywide
- SD 15-4413

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

DAVIDSON RAYMOND

Date: 12/28/2017