

No. _____

IN THE
SUPREME COURT OF THE UNITED STATES

Lou Tyler, prose — PETITIONER
(Your Name)

3:16-CV-1698-L

vs.

Ocwen Loan Servicing, LLP — RESPONDENT(S)
Deutsche Bank and Trust, et al
ON PETITION FOR A WRIT OF CERTIORARI TO

16-11291

5th Circuit Court of New Orleans Appeal Court
(NAME OF COURT THAT LAST RULED ON MERITS OF YOUR CASE)

PETITION FOR WRIT OF CERTIORARI

Lou Tyler, prose
(Your Name)

1112 Reitz Drive
(Address)

Cedar Hill, TX: 75104
(City, State, Zip Code)

214-270-7663
(Phone Number)

QUESTIONS PRESENTED

- 1. Federal question exists: Why did lower courts, U.S. District Courts and 5th circuit court of appeals refuse to even hear Plaintiff, pro se's case. Does bias exist in favor of Big Business?**
- 2. Federal question exists: Why do Dallas and New Orleans judges not respect the CFPB agency's rules? Rule states "It is illegal for creditors, mortgage companies, banks, etc. to file claims on STALE, TEXAS 4 YEAR STATUTE OF LIMITATIONS TIME-BARRED DEBTS.**
- 3. Federal question exists: Why was the CFPB, Consumer Finance Protection Bureau created to protect struggling homeowners, if it is not given enough power to enforce the FCRA—Fair Credit Reporting Act and the FDCPA—Fair Debt Collection Protection Agency's rules and regulations? Shouldn't other agencies such as the Department of Justice, Texas Attorney General's Office Federal Trade Commission, Department of Savings and Loans, et. al. be awarded more power for enforcements?**
- 4. Federal question exists: Why are thousands of struggling homeowners treated unfairly when court decisions are biased and lean towards Big Businesses, especially when the Plaintiff is pro se and is not represented by an attorney?**
- 5. Shouldn't elderly homeowners in their 60's who are disabled, living on fixed income be given a loan modification, or given the title to their home after they become disabled, and have paid hundreds of thousands more for home then it is valued?**
- 6. Federal question exists: Why are mortgage companies, banks like Deutsche Bank and Trust, and their loan servicing company,**

Page 2. Questions Presented

Ocwen Loan Servicing, LLP still allowed to foreclose on homes even though they are barred by the Texas 4 Year Statute of Limitations Time-Barred Debt.

- 7. Federal question: Why, even though Ocwen and Deutsche were accused, admitted guilt, and found guilty in the 2008 housing crisis and in 2013 by the Justice Department and the National Settlement Committee, and told not to foreclose on any more properties, or not to acquire any more properties in Texas, do they continue to do so?**
- 8. Why are mortgage companies, banks, servicing companies, et. al allowed to promise homeowners loan modifications, other services, then retaliate and deny these loan modifications when homeowners file lawsuits and complain against companies?**
- 9. Federal question: Once a plaintiff is granted in forma pauperis by a judge, is it not unfair and biased for that status to be denied?**
- 10. Federal question: Why are banks, mortgages, servicing companies allowed to violate the Constitutional rights of homeowners by flipping their homes, ex mortgage companies not turning over house payments to new mortgage companies, posting payments to the wrong accounts, charging late fees when not late, and proceeding with foreclosure through illegal robo-foreclosures or foreclosures that should not occur?**

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: *N/A*

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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 N/A; or,
☐ has been designated for publication but is not yet reported; or, N/A
☒ is unpublished.

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

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

☐ For cases from **state courts**: N/A

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

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

The opinion of the N/A court appears at Appendix N/A to the petition and is

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

JURISDICTION

☐ For cases from **federal courts**:

The date on which the United States Court of Appeals decided my case was 12-7-17.

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

☒ A timely petition for rehearing was denied by the United States Court of Appeals on the following date: 11-29-2017, and a copy of the order denying rehearing appears at Appendix A.

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

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

☐ For cases from **state courts**: N/A

The date on which the highest state court decided my case was N/A.
A copy of that decision appears at Appendix N/A.

☐ A timely petition for rehearing was thereafter denied on the following date: N/A, and a copy of the order denying rehearing appears at Appendix N/A.

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

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

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

Texas Bankruptcy Blog : Texas Bankruptcy Lawyer & Attorney : Fears Nachawati law Firm : Chapter 7, Chapter 13, Consumer Bankruptcy : Dallas, Fort Worth, Austin, Houston, San Antonio

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Posted on February 27, 2015 by [Bryan Fears](#)

Statute of Limitations and Foreclosure

Every state has a statute of limitations for filing a foreclosure action. A statute of limitations is a state law that tells the lender that a foreclosure must be filed within a certain time after default on a promissory note. If the foreclosure is not filed by that date, it is not valid and may be stopped or dismissed by a court. A statute of limitations is an “affirmative defense” and must be raised by the homeowner in defense of a foreclosure action. If it is not raised, it is generally considered “waived” and will not be considered in future lawsuits.

The time limit depends on the type of action and the claim that is involved. There are different statutes of limitations for oral contracts, written contracts, personal injury, and fraud. Generally, the statute of limitations for home foreclosures applies to written contracts (i.e. promissory notes). Some states (e.g., New Jersey), have a specific statute of limitations for foreclosure.

Each state has its own statute of limitations, which ranges from three years to 15 years. Most states fall within the three to six year range. The statute of limitations clock for a mortgage

foreclosure usually starts when the default occurred, which is generally dated from the last payment.

A foreclosure must be initiated before the expiration of the statute of limitations period. For example, if the expiration of the statute of limitations is March 30, 2015, and the foreclosure is started on March 15, 2015, then the statute of limitations does not apply, even if the foreclosure is not completed before March 30, 2015. However, if the foreclosure action is dismissed or stopped by the lender after March 30, 2015, the time will have expired and the statute of limitations defense is effective against a future foreclosure.

If you have a home that is under threat of foreclosure, consult with an experienced bankruptcy attorney and consider your options. In some cases, a statute of limitations defense may save your home from foreclosure.

Tags: [Bankruptcy Attorney](#), [Bankruptcy Law Firm](#), [Foreclosure](#), [bankruptcy lawyer](#), [fears nachawati](#), [statute of limitations](#)

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Posted on August 16, 2013 by [Bryan Fears](#)

Statute of Limitations on Debt Collection Action in Texas

The Texas civil practices and remedies code sets the statute of limitations on a breach of contract for a debt, either in writing or oral for 4 years. (See [Tex. Civ. Prac. & Rem. Code § 16.004\(a\)\(3\)](#)). This means that from the time of the last payment by the debtor, the creditor has 4 years to file a lawsuit to obtain a judgment on the debt. However, even after the debt has surpassed the 4-year limitation, that doesn't necessarily mean that you don't need to worry about it any longer. There are many nuances to this rule that can cause issues for debtors who are straddled with debt.

First, the statute of limitation is a defense. This means that a creditor can still file a lawsuit even if the 4 years have passed. It is then up to the debtor to plead that the debt is past the statute of limitations. If the debtor doesn't answer the lawsuit the creditor may still get a default judgment, and it can be costly to go in after the fact to get it reversed.

The statute of limitations starts from the time the debt defaulted. Defaulted means from the last time the debt was paid. So a debt may be more than 4 years old, but if you make a payment then that will reset the clock on when the statute runs. This includes a settlement payment if you try to work something out with a creditor.

Debt information will remain on your credit report for up to 7 years. Even if your debt has past the statute of limitations, the debt will still affect your credit score. The credit reporting agencies will list the debt for up to 7 years and this can result in a negative credit score.

Most creditors will file a lawsuit well before the statute of limitations runs, especially if the debt amount is high. This is because most creditors know the statute of limitations and want to make sure that they do not become time barred from filing.

The strongest aspect of the statute of limitations is that it stops a creditor from pursuing a judgment on a debt after the limitations have ended. This means that the creditor will never be able to attach their judgment on any of the debtor's property, and they cannot get a court to enforce it. Also, if a debtor were to file a chapter 13 bankruptcy, the statute of limitations can prevent the creditor from being paid out by the chapter 13 plan payment. If you have an old debt that is ruining your credit, or if a collector is harassing you, contact the experienced attorneys at Fears | Nachawati Law Firm at 1.866.705.7584. We offer a free 60 minute consultation and will review your debts with you to determine what the best course of action is.

Tags: [Bankruptcy](#), [Bankruptcy News](#), [Bankruptcy Solutions](#), [Fears Nachawati Law Firm](#), [Statute of Limitations in Texas](#), [Statute of Limitations on Debt Collection in Action in Texas](#), [bankruptcy attorneys](#), [debt collection](#), [debt collection in Texas](#), [statute of limitations](#)

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Posted on June 8, 2012 by [Bryan Fears](#)

Old Debts Cause New Headaches

Times are tough for everyone, including debt collectors. In some cases debt collectors try to "revive" dead debts in order to make a quick buck. Fortunately there are laws that protect consumers from being sued or harassed for debts from long ago. Knowing the rules can save you money and worry.

Every state has a legal statute of limitations that governs the length of time a creditor has to file a lawsuit against you. The time limit varies depending on the type of debt (e.g. a credit card debt, oral debt, written contract, etc.). Once the statute of limitations has passed, the debt is no longer "legally" enforceable - but that doesn't mean you can't get sued! The statute of limitations is a legal defense that is raised in court and its application is ultimately for a judge to decide. If you are being threatened with legal action, speak with a qualified attorney who can review your contract and decide if the statute of limitations defense can be raised in your case.

The statute of limitations will not stop telephone calls or other collection harassment. However, there are laws to protect you. The Fair Debts Collections Practices Act (FDCPA) is a federal law intended to stop abusive collection activity. Under the FDCPA, if you inform a third party collector (i.e. a collection agency or attorney) that you have no intention on repaying the debt because it is protected by the statute of limitations, the collector must stop contacting you. It is

best to notify the collector in writing and by certified mail. A collector who continues to harass you after such notification is subject to damages and penalties, including paying your attorney fees.

Finally, another federal law called the Fair Credit Reporting Act (FCRA) states that the reporting period for a debt begins at the date of delinquency and runs for seven years plus 180 days after your last payment. Delinquent payment information must be removed from your credit file after that period has expired. The important date is the last payment activity, not when the account was sold or transferred. If a creditor or collection agency is reporting an old debt as delinquent in violation of the FCRA, you can ask the credit bureau to remove the report from your file.

Years ago old debts were simply charged off and forgotten. Now, certain collection agencies specialize in old debts and rely on your ignorance and guilt to coerce payments. There is nothing illegal about asking, but you have legal rights that will protect you from harassment. Get the facts from an experienced attorney and lay these debt debts to rest so you can have some peace.

[Texas Bankruptcy](#) | [Dallas Bankruptcy](#) | [Austin Bankruptcy](#) | [Fort Worth Bankruptcy](#) | [San Antonio Bankruptcy](#) | [SEO Company](#)

Tags: [Bankruptcy](#), [Bankruptcy News](#), [Debt](#), [attorney](#), [creditors](#), [dallas](#), [lawyer](#), [statute of limitations](#)

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Posted on April 27, 2012 by [Bryan Fears](#)

Know Your Rights When Dealing With Old Debts

A debt you cannot afford to repay can make your life miserable. Fortunately, there are legal solutions to an overwhelming debt problem. One remedy is the statute of limitations. This law discourages unreasonable delay by limiting the time a creditor has to bring a lawsuit against you. The creditor cannot simply harass you forever and must file a lawsuit within a number of years or be forever legally barred. A time-barred debt cannot be legally enforced by the creditor or a subsequent collector.

Whether an old debt is time-barred depends on a number of factors. First, different time limitations can apply to written contracts, oral contracts, or even to credit cards. Consult with your attorney to determine whether your debt is time-barred. Second, the time when the limitation clock starts, or tolls, can sometimes be difficult to ascertain. Generally, the clock starts on the day you last made a payment on the debt. For instance, if the statute of limitations is five years, the debt would be time-barred if the creditor does not file its lawsuit within five years after

your last payment. If you make a payment within the tolling period, the clock resets for another five year period.

A debt collector is allowed to contact you concerning a time-barred debt. The collector does not have to volunteer that the debt is time-barred, but is required by law to answer truthfully if you ask if the debt is beyond the statute of limitations. You can also dispute a debt that you believe is time-barred by sending the collector a letter within 30 days of receiving a written notice of the debt. Tell the collector that you dispute the debt, that you believe that it is time-barred, and ask for verification of the debt. A collector must stop trying to collect until you receive verification.

The statute of limitations is a defense to be used by a defendant in a lawsuit. On the other hand, discharging the debt in bankruptcy will stop a lawsuit on the debt from ever being filed. A bankruptcy discharge is a permanent legal injunction directed at the creditor and all subsequent collectors prohibiting any attempt at collecting the debt. That includes telephone contacts, letters, lawsuits, or garnishments.

If you have an old debt that has recently reappeared, speak with an experienced bankruptcy attorney and discuss your legal rights. The debt may be time-barred, or another legal defense may exist. You may also consider bankruptcy to stop any further harassment or collection.

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Posted on August 23, 2009 by [Bryan Fears](#)

Don't Let Zombie Debts Haunt You

If a debt collector is harassing you over a debt that you thought was dead and buried, you may be dealing with a zombie debt. The usual scenario is an unexpected phone call or letter asking for payment on a debt that is either outside the statute of limitations or is in some other way legally uncollectible (e.g. discharged in bankruptcy). The collector may even offer a “special deal” like a 75% discount for immediate payment. What the collector will not reveal is that the debt is legally uncollectible – meaning it is unenforceable in a court of law.

Zombie debt collection is big business. Zombie debt collectors buy old debts for pennies on the dollar, then try to collect as much as possible. If the zombie debt collector buys an old \$1,000 credit card debt for \$20, and one phone call settles the debt for \$100, the zombie debt collector

makes a nice profit. Since the debt is not legally enforceable, guilt and scare tactics are all the collector has to coerce payment.

Some zombie debt collectors actually violate the law by attempting to collect. For instance, trying to collect a debt that was discharged in bankruptcy is a serious violation of the federal court discharge injunction. Threatening a lawsuit for a debt that is past the statute of limitations is a violation of the federal Fair Debt Collections Practices Act (FDCPA). Zombie collectors not only rely on ignorance of the law, they thrive on it!

Some individuals want to pay these debts. While admirable in intention, the result may be extremely harmful. Unpaid debts that have dropped off a credit report may be reported for another seven years after the payment date. That dead and gone debt may reappear as an entirely new (and legal) negative item on your credit report – and substantially harm your credit score.

So what should you do if you encounter a zombie debt collector?

- Know your rights! Your attorney can explain the statute of limitations or other legal restriction to the collection of an old debt.
- Do not give any personal information to a zombie debt collector. Nothing good can result.
- Do not make a payment on an old debt until you learn your rights. What may seem like an honest act of payment on an old debt may turn into a nightmare on your credit report.

Remember, zombie debt collectors are the bottom feeders of the collection industry. They have been known to employ the worst ethical practices to obtain payment. Don't be haunted by zombie debts. Contact bankruptcy firm Fears | Nachawati for a free consultation by calling 1.866.705.7584 or by e-mailing info@fnlawfirm.com and chase them back to the grave!

STATEMENT OF THE CASE

*** (STATEMENT OF THE ISSUE)***

Cause Number _____

In thePetitioner/
Plaintiff, Lou Tyler _____ District Court

v.

Respondent/ Ocwen Lending Servicing, Dallas County, Texas
LLC and Deutshe Bank,
Defendants.

A TIME-BARRED DEBT AND TEXAS
STATUTE OF LIMITATIONS LAWSUIT

NOW COMES, Lou Tyler, Plaintiff, pro se, and hereby asks the Courts to issue a **TRO—Temporary Restraining Order and/or Foreclosure Injunction to Halt the Tuesday, July 5, 2016 foreclosure sale,** because THE TIME-BARRED DEBT AND TEXAS STATUTE OF LIMITATIONS clearly states that Texas has a Statute of Limitations that “sets a time limit for bringing legal claims and initiating foreclosure action.”

The state law controls much of what happens in a foreclosure, and Ocwen continues to get away with breaking these rules, I guess, because they are a large company, and people keep allowing them to do this.

(FORECLOSURE RULES Texas Civil Procedures) I allege defendants, Ocwen Lending Services, et al. committed numerous improper lending offenses against plaintiff (SEE DETAILED EXIBITS). **OCWEN DID NOT:**

- **DID NOT** give plaintiff a 20-day notice of foreclosure as required by law. In fact, I received no notice of foreclosure from Ocwen. The only way I found out this past week that Ocwen was going to foreclosure on me was through a boat-load of flyers from bankruptcy

2.

attorneys telling me I was on the Tuesday, July 5, 2016 foreclosure list.

- **Immediately, I started having heart palpitations, and suffered or almost suffered a heart attack from the sheer shock. My daughter, upon hearing the news, had a grand mal epilepsy seizure as we cannot afford to be kicked out of our home and roam the dark hot streets of Dallas homeless, living under the bridge or in Tent City among the other homeless.**

Ocwen tried to trick me by not notifying me, because they know they were committing a wrong against the little old homeowner.

- **OCWEN, a debt collection agency for Deutsche Bank, DID NOT conduct a foreclosure “within the four years of the default.” Ocwen states my default started in October, 2004; therefore 2004 plus 4 years later equals 2008. Ocwen should have started and/or completed foreclosure procedures in 2008, but they did NOT. Ocwen claims they took over my loan in 2013, but my sub-prime loan has been flipped so many times by seven to eight mortgage companies.**
- **Ocwen or Deutsche Bank NEVER notified me, initially, in 2013 that they took over my loan, and I never received payment book or confirmation of whom I should pay. Strangely enough, there have been “too many cooks in the kitchen” and throughout the years, mortgage**

3.

- **companies admitted to plaintiff that they lost my records, misplaced my files, miss-posted payments to**

other people's accounts, placed payments on suspension, returned payments, and they have no sure proof evidence that I owe what they claimed.

It seems someone typed up listing of amounts defendant claims plaintiffs owed on paper randomly and capriciously with NO BACKING, NO PROOF THAT PLAINTIFF DID OR DID NOT MAKE ANY PAYMENTS.

- **OCWEN LENDING SERVICES, LLC DID NOT give plaintiff 20-day notice to cure payments of default before accelerating the note, and did NOT notify plaintiff pro se that acceleration of note had even occurred. Indeed, this requirement is "mandatory and non-waivable."**

*****PLEASE SEE CASE LAWS STUDIES ON THE TIME-BARRED DEBT AND TEXAS STATUTE OF LIMITATIONS I AM INCLUDING FROM THE LAW LIBRARY, AS I HAVE BEEN STUDYING LAW FOR YEARS.*****

THE TIME-BARRED DEBT, TEXAS STATUTE OF LIMITATIONS STATES THE COLLECTORS HAVE NO RIGHT TO INTIMIDATE, HARRASS, OR OTHERWISE SCARE HOMEOWNERS OR DEBTORS . ALSO, IT STATES THAT THE DEBT IS STILL

STATEMENT OF THE CASE

A. Proceedings Below: In areas where the federal standard applies, federal courts will find an abuse of discretion because this district court:

(1.) Relied on clearly erroneous factual findings by defendants;

(2.) Made an error of law; and (3.) misapplied the laws to the facts.

Alcatel USA, Inc. v. DGI Techs., Inc. 166 F. 3d. 772 790 (5TH Circuit 1999).

The district court overreached the limits of its' discretion when it failed to consider required factors, as well as when its' exercise of discretion within its' authority was so bad on its own terms that the appellant court feels compelled to reject the actual choice. In order to make a discretionary ruling, the sufficiency of evidence standard overlaps the abuse of discretion standard, and the result is "similar" to the clearly erroneous standard, Goodke v. Shoukfeh 943 S.W. 2nd 441, 446 Tex 1997. The Court has a two-prong inquiry: (1.) Whether the court had sufficient enough information to exercise its' discretion, and (2.) and whether or not the court erred in its application of discretion.

B. Statement of the Facts: *Emotional Roller Coaster Ride* - Deutshe, Owen

(1.) Ameriquest, and Citi-Residential continued to call, harass me hundreds of times, threatening foreclosure, placing me in foreclosure, and when actually about to foreclose, would pull my home out of foreclosure that same day or the next day. Then, they would claim to place me back in a

loan modification program and add thousands more attorney fees, fore-closure fees, finance fees, and interest. My family and I were very scared!

Loyle
10-16-16

STATEMENT OF THE ISSUES

Whether the district court, Northern District of Texas, Dallas Division erred in granting summary judgment in favor of Ocwen Loan Servicing, LLC and against this plaintiff, pro se, Lou Tyler, a homeowner fighting for her rights.

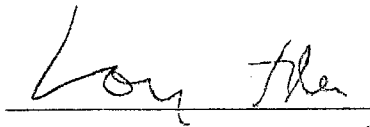
STATEMENT OF THE CASE

Statement of Facts

I am claiming that the 4-year Texas Statue of Limitations has run out on Ocwen Loan Servicing and Deutsche Bank and Trust's efforts to foreclose on me and to collect on the erroneous debt they state I owe. I'm claiming all of the laws, statues, and acts I've stated in my documents submitted by this brief. Sometime around December, 2004 and January, 2005 (See letters from various agencies), Ameriquest Mortgage Co., who had my loan at the time, (was sued by 49 attorney generals for mortgage fraud in a class action lawsuit, started miss-posted my payments and not giving me credit sometimes. Their agents said they miss- posted payments and wanted me to send it my mortgage note twice. Other incidents include when Ameriquest returned a payment or more and told me they didn't want my money, but wanted to foreclose. I've had various mortgage companies and loan servicing companies who acted as mortgage collectors during the past several years. After flipping my house, promising loan modifications that they didn't give me; stalling on giving me receipt books and credit for some of my payments in the past; changing representatives; stating they lost my loan mod papers. Meanwhile various mortgage companies were charging me exorbitant interest and late fees and their own attorney fees,

2.

adding to my bill. At times they would sneak and try to foreclose on me without giving me notice. I'm also stating (See my entire brief for detailed explanations) that I am requesting clear and free title to my mortgage deed/title, and any monies or other awards, etc. I should receive due to the fact that the defendants have broken rules and regulations and Acts, and the Statute of Limitations in Texas, time-barred debt has expired years ago, even before Ocwen started trying to collect on a debt that had been accelerated before they acquired my sub-prime bundled loan.


Lou Tyler 1-29-18

SUMMARY OF THE ARGUMENTS--"QUESTIONS"

QUESTION 1.

Hasn't the Texas Statue of Limitations in Texas which is 4 (four) years and the time-barred debt expired? The rules and regulations and mortgage law states the defendants have no right to proceed with any type of lawsuit or foreclosure procedures against me, because time has expired, and they have forfeited these rights. Then, should not all bodies of just and rightful agencies, courts, and laws protect me, the people? (See all of my Exhibits).

QUESTION 2.

Since defendants claim I have not paid mortgage in years, do they have proof I have not? No, they don't. Since my home has been flipped, dipped, ripped, tripped, gripped, by approximately ten different mortgage companies, then what happened to my mortgage payments and \$20,000 down payment that was made years ago? Is it defendants' fault that they only have figures of amounts on paper and no real proof of receipts that I did not pay, then they have no leg to stand on, and I should be given my title or deed to my home free and clear. Is it my fault by my subprime mortgage home being sold so many times, that many of my records of payments have been lost, or miss-posted?

QUESTION 3.

Tell me, am I not guaranteed the "unalienable rights" to "life, liberty and the pursuit of happiness." as guaranteed to me by the United States Declaration of Independence? This powerful Declaration right says has been given to all human beings by their Creator, and which governments are created to protect.

QUESTION 4.

Then, was I not pursuing my right to life, liberty and the pursuit of happiness when the defendants are trying to take away my precious home? Is the government and courts and agencies not suppose to take up for me when this ruthless aggressive bank, Deutsche based in Germany, and their collection agency, Ocwen Loan Servicing is trying to take away my hard-earned money, home insurance, \$20,000 down payment , expensive property taxes,(\$4,000) a year, and throw my children, grandchildren, puppy and dogs out of our home? Since, I even provide bread and water for the near-by squirrels and raccoons, who jump on top of my roof, running from dogs and other animals, and trying to survive in the trees from the harsh cold or hot elements.

QUESTION 5.

Question this: Am, I, a women, in her sixties with a disability qualified under disability regulations? Don't I have certain rights under the HAMP, HOPE , White House programs, and government agencies to be protected? Then, why did Ocwen Loan Servicing, LLP, talk about a loan modification for me of \$1,700 a month mortgage payment when my notes were \$880 a month; a total loan balance of \$304,000, when I purchased the home for \$95,000 back years ago. The market value of the home is \$156,000, but damages the insurance company, Assurant Insurance Co. has not repaired, places the actual home value around \$50,000.

QUESTION 6.

Imagine this: Is this is fraudulent and efforts to force me out of my home, to scream, be scared and to RUN. Aren't the courts and agencies proud of me that I am a fighter, and I didn't tuck tail and run, but am standing up for my rights, and some people are angry with me and retaliating against me, because I won't bow down and RUN.

QUESTION 7.

Please answer me, then? Should the Courts and judges hear my voice, my cries, my agonies and my pain of the possibility of losing my home? The

defendants have had million dollar and billion dollar judgments placed against them. Recently, 49 Attorney Generals of the U.S. were awarded judgments against Ocwen for placing homeowners in houses they knew people could not afford, and then foreclosing on them; charging late fees when payments were not late; robo-signing; illegal foreclosing; breach of contract; failing to notify homeowners of foreclosures, high interest rates, etc. Currently, the Department of Justice of the U.S. has a \$14billion lawsuit against Deutsche Bank, and is trying to force them to pay, right now. These attorney generals, also, have class actions against Assurant Insurance company that Ocwen uses or did employ, because they placed lender force-placed insurance on homes that already had homeowner insurance.

QUESTION 8.

Please tell me this; answer me this: Then why since the National Settlement Administration stated that even though Ocwen and Deutsche have been accused and found guilty of the 2008 housing crisis, and all these wrong doings, then WHY have I not found justice. My accusations against the defendants are similar and the same. **PLEASE TELL ME: WILL I FIND JUSTICE AND PEACE OF MIND?**

WILL THE COURTS RIGHT THESE WRONGS AND RULE IN THIS

LITTLE, POOR TIRED HOMEOWNER? IN JESUS'S NAME, I PRAY.

AMEN!!"# BY LOU TYLER, PLAINTIFF, PRO SE. SO STRESSED!!"#

SUMMARY OF THE ARGUMENTS—“QUESTIONS”

QUESTION 9.

In forma pauperis status. Seems like the Federal Court, The United States District Court, for Northern District of Texas, Dallas Division must have become angry at me, since these Judges dismissed my cases against defendants. In fact, the judge granted me in forma pauperis status (See Judge's Order in my Exhibits), but then, took this status away, only after I appealed to your court, the appeal's court 5th district. Sees by evidence, that the Court must be angry or perturbed at me because I went over their heads; therefore, they cancelled my “poverty status.”

SUMMARY OF THE ARGUMENTS—“QUESTIONS”

QUESTION 9.

In forma pauperis status. Seems like the Federal Court, The United States District Court, for Northern District of Texas, Dallas Division must have become angry at me, since these Judges dismissed my cases against defendants. They wouldn't even hear the merits of my cases, just dismissed it right away. In fact, the judge granted me in forma pauperis status (See Judge's Order in my Exhibits), but then, took this status away, only after I appealed to your court, the appeal's court 5th district. Sees by evidence, that the Court must be frustrated or irritated at me, because I went over their heads and appealed to your court; therefore, the judge or judges issued a second order and cancelled my “poverty status”—in forma pauperis status. AM I NOT STILL INFORMA PAUPERIS?

QUESTION 10

Once I became in forma pauperis, and my financial situation remained the same, am I not still in forma pauperis. Does a hasty order change my status? Since I am labeled as disabled and on a fixed income, am I not entitled to not pay the court costs. The Dallas federal court's order at Earl Cabell, 1100 Commerce Street, Dallas, TX cannot change my status, but by the Judges denying me informa pauperis, this order can prevent me from filing my appeal since I don't have the \$500 filing fee for the appeal's court. Is this not a unjust motive?

QUESTION 11

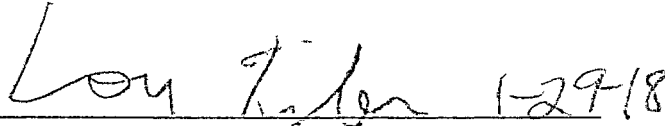
So the lower courts, U.S. District Court stated I did not show good faith. Is it not showing good faith when I'm fighting for my life, for the life, liberty and pursuit of happiness for my children, grandchildren, dog and puppy, and even, the squirrels and raccoons that I feed, since I live by a wooded area? Am I not showing good faith when I worry that I may get foreclosed on and evicted from my precious home? Is it not showing good faith, when I try to fight for my rights that are supposed to be protected by the various agencies, government, justice department, et. al.? Am I not showing good faith, for instead of turning to drugs to ease my hurt and pain, instead of robbing stores, or people, instead of living in the gutters in Tent City in Dallas, and instead of Committing suicide, because life is just not worth living? Instead of just jumping off a bridge in mid-day traffic, or killing

myself by any means necessary, am I not showing good faith by living, breathing and trying to save my house, whereas the Texas Statue of Limitations and Time-Barred Debt has expired, and these mortgage bullies have no legal right to keep flipping my home ten times, not posting money, charging me with their attorney fees, etc? Tell me: "Who am I?" HAVE I NOT SHOWED GOOD FAITH IN FAITHLY TRYING TO PROTECT MY CONSTITUTIONAL RIGHTS—THE RIGHT TO LIFE, LIBERTY, AND THE PURSUIT OF HAPPINESS?

Then, why are the Courts angry at me, gave me poverty status, and took it back, because I ask them to hear my case, because I am trying to file with the appeal's court?

I'm asking for help to stand against these powerful mortgage giants that already caused the 2007 or 2008 housing crisis? Will this Court, these honorable and respectful judges of the great state of Louisiana, review all of my documents and help find justice and help me get clear title and deed to my home, and have all the mortgage debt stated owed be dropped? In Jesus's name, I pray. AMEN AMEN AMEN!

I hope this appeals court will be a great deal fairer and more just in reading the merits of my case. I hope, you, dear judges will rule with a just hand. Thank you! May God Bless me and mine, you and yours, and may God please Bless America!


Lou Tyler, plaintiff, pro se

SUMMARY OF THE ARGUMENT - 5

WHO OWNED MY NOTE? BIG MILLION DOLLAR QUESTION:

In summary of my case, the Big Million Dollar Question is: Who owned my note? In conducting my research, I discovered that so many mortgage companies, finance companies, holding companies, etc. bundled, had access to, and handled my note. There was so much "changing hands" of my sub-primed, at risk loan, that these companies, often did not own my note, but just passed it on. These mortgage companies we mortgage were so disorganized and in a chaotic state of mind that they lost my paperwork, and I spent thousands of dollars resending, refaxing, making copies, acquiring money orders, and certified receipts for my payments. Consequently, many reps I spoke to were fired, and new reps replaced them, and started the loan modification process, and foreclosure process over

again, dozens of times. Companies who handled my loan: (1.) Washington Mutual (2.) Ameriquest (3.) AMC Mortgage Services (4.) Citi-Residential Lending, Inc. (5.) ACC Capitol Holdings (ACCH) (6.) Argent Mortgage Co. (7.) Citi-Mortgage (8.) Citi Home Equity, Deutsche Residential Lending (9.) et. Al. Ocwen Loan Servicing.

In fact, several mortgage companies tricked me, told me to quickly Western Union payments to them. Shortly afterwards, I found out these companies kept my money and did not give me credit for it. They told me I would have to pay again to the new owners, because they no longer held

Don J. [Signature]

my note. At the time, I sent two to three payments in, even though I had paid once, these companies knew they didn't own my note or my money.

For this

REASONS FOR GRANTING THE PETITION

Fwd: QUESTIONS FOR THE COURT. REASONS TO HEAR WRIT OF CERTIORARI

Ms. T. <integrity282@gmail.com>

Wed 2/21/2018 2:11 PM

To: ods06696cpc <ods06696cpc@OfficeDepot.com>;

REASONS U.S. SUPREME COURT SHOULD GRANT

WRIT OF CERTIORARI

1. **A federal question exists:** Why a lower court judges, U.S. District Dallas federal courts and 5th district court of appeals would refuse to even allow Plaintiff, pro se, Lou Tyler's cases to be heard. These courts simply dismissed my cases.
2. **Another federal question** for the U.S. Supreme Court to decide: Why do Dallas courts and judges not respect the CFPB agency that states "It is illegal for creditors, mortgage companies, banks, etc. to file claims on **STALE TEXAS 4 YEAR STATUTE OF LIMITATIONS TIME-BARRED DEBTS?** So why do lower courts allow claims?
3. **Another federal question:** Why was the **CFPB**—Consumer Finance Protection Bureau even created to protect the consumers, including homeowners, if the CFPB is not given enough power to enforce **the FCRA**—Fair Credit Reporting Act and **the FDCPA**—Fair Debt Collection Protection Agency's rules and regulations.\
4. Shouldn't the CFPB be awarded more power to enforce, investigate and carry out penalties for companies who violate their laws, instead of just writing letters to companies? Should not the poor homeowners be given a voice? Is this not the powerful rich versus the struggling and power stricken?
5. **What about the struggling homeowner's rights? Why do court decisions almost always lean towards Big Businesses**—mortgage companies and banks, etc., simply because they are huge debt collectors and are more favored over the general homeowners?

12.

Page 2. Writ of Certiorari

What about the FTC—Federal Trade Commission? Shouldn't this federal agency be awarded more power and authority to protect the general public against unfair practices of Big Businesses? Is it not humane and against the Constitution—freedom to be heard for homeowners cases to be dismissed as frivolous, and their LAWSUITS NOT HEARD against injustices, fraud, illegal procedures, just because they are (1.) elderly (2.) poverty stricken (3.) disabled (4.) or when race, gender, sex, nationality or religion is considered? (5.) plaintiff, pro se without an attorney (6.) or because workloads of courts are backed up and they don't take the time to hear cases, so it is easier to just dismiss cases?

-

6. **Federal question: I AM SPEAKING FOR THE GENERAL PUBLIC**, as @565,000 homes have been foreclosed on in the past approximately 12 months. Many of these foreclosures were illegal foreclosures, robo-foreclosures. Investigations by the Justice Department, Consumer Finance Department, Federal Trade Commission, and other agencies have found Ocwen Loan Servicing and Deutsche Bank and Trust to be in serious violations of these illegal activities. Even though these two companies and other companies have ADMITTED to these charges and have agreed to pay out millions of dollars in penalties, these companies continue to commit illegal activities.

7. When asked why, one company stated that it is more profitable. Even, some homeowners had paid on time, had their payments posted late, posted to someone else's account, payments suspended, and erasable ink use to steal homeowners payment, by erasing someone's name, and writing in the thief's name and cashing the checks.

Page 3. Reasons to Grant Writ of Certiorari

8. **SO, I BESEECH YOU**, dear honorable, fair and unbiased judges, we, Texas homeowners are standing by to see, if you are indeed fair, humane, and follow the U.S. Constitution, then, you will hear my Writ of Certiorari, or follow the leaders.

I have painstakingly written this Writ hoping you will “HEAR MY VOICE,” and not

turn a deaf ear on the poor, struggling hardworking Americans. I beg of you to hear my cry as I represent the GENERAL PUBLIC, and testimonials of thousands of homeowners here in Texas who have lost their home illegally, been promised loan mod, and then denied or whose homes meet the 4 YEAR STATUE OF LIMITATIONS TIME-BARRED DEBT CFPB—CONSUMER FINANCE PROTECTION BUREAU LAW THAT STATES “It is illegal for a creditor—mortgage company, bank, credit card company, or other to bring a STALE CLAIM against a debtor (homeowner, et. al) WHOSE DEBT IS TOO OLD TO COLLECT ON.

-

NOW, I, Lou Tyler, beseech you to grant me this Writ of Certiorari based on my Writ of Certiorari I have mailed you; and that you will hear my cries based on the federal questions, and the general good of the public. Thusly, I am asking you, fair and honorable judges to OVERTURN THE RULINGS OF THE LOWER COURTS—Dallas U.S. District federal courts in Cabell building and the 5th Circuit Appeals Court in New Orleans.

May God Bless me and my family, you and your family, and may God Bless you to hear and review and not dismiss my Writ of Certiorari, and may God Please BLESS AMERICA! AMEN! AMEN! AMEN!

HALLELUJAH!

CONCLUSION

For the foregoing reasons, the plaintiff-appellant, Lou Tyler, Respectfully request that this Court grant my title and deed to my home to me, free and clear. In addition, my family and my dogs pray that Citi-Residential may be ordered to pay me a monetary amount for my pain And suffering, and placing my home in the HOME MORTGAGE CRISIS THAT RIPPED THROUGH THE UNITED STATES, AND THROUGH TORE UP THE LIVES, HOMES, AND DREAMS OF HARD-WORKING HOMEOWNERS ALL OVER THE UNITED STATES.

These mortgage and finance companies rocked the Stock Market, banks, and single-handedly brought down the economy, closing and bankrupting once profitable banks and businesses like Washington Mutual and Wachovia Bank. Some individuals committed suicide as a result due to losing their homes, jobs, family, and life savings, all at one time. Even GMC and other big named car dealerships shamefully had to obtain federal government stimulus bailout monies. Citizens immediately became homeless and hopeless, jobless, depressed, and stressed, placing the World and the Nation in a nightmarish **RECESSION**, and near **DEPRESSION**.

Conclusion.

Looming Title Problems from Fabricated, Fraudulent Forged Documents

Posted on October 17, 2016 by Neil Garfield

The one thing that is perfectly clear is that at some point the state legislatures who govern title to property already have a huge problem brewing under their feet. There is no doubt in my mind, that the solution will follow the example of the Murphy Act in Florida when title became unintelligible some 80 years ago.

The new acts will essentially reset title as of a certain date. All the previous illegal and potentially criminal actions will be ignored. All the people who were swindled out of their life savings will also be ignored, because in the end it is the banks who control legislation, not the people.

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<https://www.vcita.com/v/lendinglies> to schedule CONSULT, leave message or make payments.
THIS ARTICLE IS NOT A LEGAL OPINION UPON WHICH YOU CAN RELY IN ANY INDIVIDUAL CASE. HIRE A LAWYER.

see <http://www.vice.com/read/when-you-buy-a-house-but-dont-actually-own-it>

You have two problems looming here.

The first and largest problem is that most, nearly all, of the foreclosures were void and fraudulent. The credit bid was accepted from a party who was not the creditor. THAT probably means that any deed on foreclosure was and is void. In some states there is a "statute of limitations" on the void title which is waived if you don't try to make it right before the one-year statute runs out. In Florida, after one year, you can get damages (i.e., money) but you can't reclaim your title even from a void, fraudulent foreclosure. Hence the Florida legislature institutionalized fraud in exchange for campaign donations. The second problem is even worse and might not be correctable by legislation or even a court order. For those who sent a notice of rescission and the "lender" did nothing, there is no doubt that if the rescission was sent within 3 years of the fabricated "closing" that the nonexistent "loan contract" was canceled and the note and mortgage were rendered void as of the date of mailing of the notice of rescission.

Under Federal Law that notice of rescission rendered the mortgage or deed of trust void along with the note. Therefore any action on the loan contract, the note or the mortgage or deed of trust after rescission is void because those "instruments" are void. Void=Nothing. As far as I have been able to determine, there is no statute of limitations on "nothing."

It gets worse. If the homeowner recorded the rescission, then according to State law, there is notice to the world that title derived from the mortgage is void. And there is no statute of limitations on that either, as far as I can tell.

Anyone who has taken title arising from either of the above scenarios has no title. If and when the day comes that they are forced to defend the illusion of their "title" they will quickly find out that the title insurer will be of no help and will deny coverage. And the same holds true for lenders — but the lenders don't care because their goal is merely to perpetuate the illusion of securitization.

Nearly all the foreclosures in the past 10 years fall under the first category, the second category or both. Any legislation that deprives the owner of property without due process (i.e., judicial action) violates the 14th Amendment to the constitution.

Judicial action is void if it is based upon nonexistent facts. The facts are nonexistent if they were never proffered in court or found, based upon competent evidence to be true, by the trier of fact. That is missing from virtually all foreclosures.

Accordingly, it is my opinion that this another situation where the constitution be damned. The courts and legislatures are continuing to advance nonsense: the pretense of valid loan contracts, valid notes, valid mortgages and valid foreclosure sales to valid creditors submitting a valid credit bid.

Ask these lawmakers and law interpreters four questions:

6

did you hear or see any evidence that identified the party to whom the payments from the borrower were forwarded?

If not, why did you assume that such a party existed and had authorized the parties in court to act on collateral for the benefit of the real creditor?

did you hear or see any evidence that connects the real creditors with the parties who appeared in court?

If not, why did you assume that such a connection existed with an unidentified entity?

Filed under: foreclosure Tagged: | credit bid, creditor, recorded rescission, rescission, title
« Fannie and Freddie Unloading Bogus "Mortgage" Bonds Identification of Actual Creditor is essential for
Deciding Many Issues »

8 Responses

Anonymous, on October 18, 2016 at 6:00 am said:

Where can I find the statute in each and every state? Could you please explain more?

Rhody, on October 18, 2016 at 5:58 am said:

In some states there is a "statute of limitations" on the void title which is waived if you don't try to make it right before the one-year statute runs out. In Florida, after one year, you can get damages (i.e., money) but you can't reclaim your title even from a void, fraudulent foreclosure.

We live in Rhode Island and the servicer sent us a copy of the promissory note with no signatures whatsoever. I guess, they might have forgotten to copy and paste our signatures on it.

CONCLUSION

The petition for a writ of certiorari should be granted.

Respectfully submitted,

Lon Tyler

Date: 1-29-18