No. _____

_____

IN THE

SUPREME COURT OF THE UNITED STATES

_____

M. EUGENE GIBBS — PETITIONER
(Your Name)

VS.

SELECT PORTFOLIO SERVICING (SPS) — RESPONDENT(S)

MOTION FOR LEAVE TO PROCEED *IN FORMA PAUPERIS*

The petitioner asks leave to file the attached petition for a writ of certiorari without prepayment of costs and to proceed *in forma pauperis.*

Please check the appropriate boxes:

☒ Petitioner has previously been granted leave to proceed *in forma pauperis* in the following court(s):

4th CIRCUIT COURT

_____

☐ Petitioner has **not** previously been granted leave to proceed *in forma pauperis* in any other court.

☒ Petitioner's affidavit or declaration in support of this motion is attached hereto.

☐ Petitioner's affidavit or declaration is **not** attached because the court below appointed counsel in the current proceeding, and:

☐ The appointment was made under the following provision of law: _____
_____, or

☒ a copy of the order of appointment is appended.

M. Gibbs
(Signature)

AFFIDAVIT OR DECLARATION
IN SUPPORT OF MOTION FOR LEAVE TO PROCEED *IN FORMA PAUPERIS*

I, M. EUGENE Gibbs, am the petitioner in the above-entitled case. In support of my motion to proceed *in forma pauperis*, I state that because of my poverty I am unable to pay the costs of this case or to give security therefor; and I believe I am entitled to redress.

1. For both you and your spouse estimate the average amount of money received from each of the following sources during the past 12 months. Adjust any amount that was received weekly, biweekly, quarterly, semiannually, or annually to show the monthly rate. Use gross amounts, that is, amounts before any deductions for taxes or otherwise.

Income source	**Average monthly amount during the past 12 months**		**Amount expected next month**	
	You	Spouse	You	Spouse
Employment	$ N/A	$ N/A	$	$
Self-employment	$ N/A	$ N/A	$	$
Income from real property (such as rental income)	$ N/A	$ N/A	$	$
Interest and dividends	$ N/A	$ N/A	$	$
Gifts	$ N/A	$ N/A	$	$
Alimony	$ N/A	$ N/A	$	$
Child Support	$ N/A	$ N/A	$	$
Retirement (such as social security, pensions, annuities, insurance)	$ 900	$ 8,000	$ 900	$ 8,000
Disability (such as social security, insurance payments)	$ 6,100	$ N/A	$ 6,100	$ N/A
Unemployment payments	$ N/A	$ N/A	$	$
Public-assistance (such as welfare)	$ N/A	$ N/A	$	$
Other (specify):	$ N/A	$ N/A	$	$
Total monthly income:	$ 7,000	$ 8,000	$ 7,000	$ 8,000

2. List your employment history for the past two years, most recent first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of Employment	Gross monthly pay
N/A			$
			$
			$

3. List your spouse's employment history for the past two years, most recent employer first. (Gross monthly pay is before taxes or other deductions.)

Employer	Address	Dates of Employment	Gross monthly pay
N/A			$
			$
			$

4. How much cash do you and your spouse have? $ 30,000
Below, state any money you or your spouse have in bank accounts or in any other financial institution.

Type of account (e.g., checking or savings)	Amount you have	Amount your spouse has
SAVINGS	$ 10,000	$ 20,000
	$	$
	$	$

5. List the assets, and their values, which you own or your spouse owns. Do not list clothing and ordinary household furnishings.

☒ Home
Value 825,000

☐ Other real estate
Value N/A

☐ Motor Vehicle #1
Year, make & model N/A
Value

☐ Motor Vehicle #2
Year, make & model N/A
Value

☐ Other assets
Description N/A
Value

6. State every person, business, or organization owing you or your spouse money, and the amount owed.

Person owing you or your spouse money	Amount owed to you	Amount owed to your spouse
N/A	$ N/A	$ N/A
	$	$
	$	$

7. State the persons who rely on you or your spouse for support. For minor children, list initials instead of names (e.g. "J.S." instead of "John Smith").

Name	Relationship	Age
N/A		

8. Estimate the average monthly expenses of you and your family. Show separately the amounts paid by your spouse. Adjust any payments that are made weekly, biweekly, quarterly, or annually to show the monthly rate.

	You	Your spouse
Rent or home-mortgage payment (include lot rented for mobile home) Are real estate taxes included? ☒ Yes ☐ No Is property insurance included? ☒ Yes ☐ No	$ 3,000	$ 2,500
Utilities (electricity, heating fuel, water, sewer, and telephone)	$ 600	$ 600
Home maintenance (repairs and upkeep)	$ ~~16,000~~ 1,200	$ ~~16,000~~ 1,200
Food	$ 1,200	$ 0
Clothing	$ 400	$ 600
Laundry and dry-cleaning	$ 100	$ 100
Medical and dental expenses	$ 200	$ 500

	You	Your spouse
Transportation (not including motor vehicle payments)	$ 100	$ 0
Recreation, entertainment, newspapers, magazines, etc.	$ 200	$ 0
Insurance (not deducted from wages or included in mortgage payments)		
Homeowner's or renter's	$ N/A	$ N/A
Life	$ N/A	$ N/A
Health	$ ~~N/A~~ 200	$ ~~N/A~~ 400
Motor Vehicle	$ N/A	$ N/A
Other: _____	$ N/A	$ N/A
Taxes (not deducted from wages or included in mortgage payments)		
(specify): _____	$ 100	$ 100
Installment payments		
Motor Vehicle	$ N/A	$ N/A
Credit card(s)	$ 2,000	$ 0
Department store(s)	$ N/A	$ N/A
Other: _____	$ N/A	$ N/A
Alimony, maintenance, and support paid to others	$ N/A	$ N/A
Regular expenses for operation of business, profession, or farm (attach detailed statement)	$ N/A	$ N/A
Other (specify): _____	$ N/A	$ N/A
Total monthly expenses:	$ 8,000	$ 3,500

9. Do you expect any major changes to your monthly income or expenses or in your assets or liabilities during the next 12 months?

☒ Yes ☐ No If yes, describe on an attached sheet.

10. Have you paid – or will you be paying – an attorney any money for services in connection with this case, including the completion of this form? ☐ Yes ☒ No

If yes, how much? _____

If yes, state the attorney's name, address, and telephone number:

11. Have you paid—or will you be paying—anyone other than an attorney (such as a paralegal or a typist) any money for services in connection with this case, including the completion of this form?

☐ Yes ☒ No

If yes, how much? _____

If yes, state the person's name, address, and telephone number:

12. Provide any other information that will help explain why you cannot pay the costs of this case.

THE CASE PROVIDES EMPIRICAL AND RESPONDENTS ADMISSIONS PROVING RESPONDENTS ILLEGALLY SOLD GIBBS' $850,000 HOME AT FORECLOSURE 12-6-2025 FORCING GIBBS TO LIVE IN HOTELS FOR 37 DAYS AND MOVE FROM SOUTH CAROLINA TO GEORGIA. GIBBS MUST MAKE $125,000 IN RENOVATIONS

I declare under penalty of perjury that the foregoing is true and correct.

Executed on: MAY 27, 2026

M. S. Gibbs

(Signature)

No. 2026-_____

In The

United States Supreme Court

In re:

Barbara Albytinc Gibbs, Debtor, M. EUGENE GIBBS-SQUIRES, Esq., Pro-se,

Petitioner,

v.

SELECT PORTFOLIO SERVICING (SPS), DOES 1-500,

Respondent.

9. and 12. (Attached Sheet)

As proven by Respondents admission, court filling and empirical evidence, on December 6, 2025, Respondents illegal sold Gibbs' $850,000 home (4257 Monterey Drive, Florence, SC 29501) at foreclosure; AND ensured the insurance company did not pay Gibbs' $300,000 claim. Prior to purchasing a home in Georgia (1988 Fairgreen Drive, Stone Mountain, GA 30087), Gibbs was forced to live in hotels for 40 days and 40 nights. Respondents filed foreclosure agaist Gibbs, October 2013, with full knowledge Gibbs never missed a mortgage payment. The illegal foreclosure caused Gibbs to abandon his home from december 2015 to March 2024. During the interventing time, Gibbs home suffered more than $300,000 in damages – repaired May 2024, repaired by Gibbs' associated non-profit corporation.Gibbs is making arrangement to take over $2,250 per month auto payments made by the non-profit to offset the $300,000 owed. And, Gibbs must make $125,000 in repairs/renovations to Gibbs' new home.

M. Eugene Gibbs, Pro-se

M. Eugene Gibbs, Esq., Pro-se
(843) 610-0674
mgibbs70@aol.com

FILED: December 30, 2024

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 24-2239
(4:24-cv-06573-MGL-KDW)

In re:

BARBARA ALBYTINE GIBBS

Debtor

M. EUGENE GIBBS

Appellant

v.

SELECT PORTFOLIO SERVICING, INC.

Appellee

O R D E R

The court grants leave to proceed in forma pauperis.

For the Court--By Direction

/s/ Nwamaka Anowi, Clerk

No. 2026-_____

In The
United States Supreme Court

In re:
Barbara Albytine Gibbs,

Debtor,

M. EUGENE GIBBS, Esq., Pro-se,

Petitioner,

v.

SELECT PORTFOLIO SERVICING (SPS),

Respondent.

ON PETITION FOR A WRIT OF CERTIORARI TO THE FOURTH CIRCUIT COURT

PETITION FOR WRIT OF CERTIORARI

M. Eugene Gibbs, Esq., Pro-se Applicant
1988 Fairgreen Drive
Stone Mountain, GA 30087
(843) 610-0674
mgibbs70@aol.com

May 27, 2026

A. Whether the bankruptcy court may change Debtor's mortgage note from 30 years, $2,100 dollars per month to 5 years, $10,000 per month in violation of U.S. Constitution, Article I, Section 10, Clause 1?

B. Whether the bankruptcy court may deny Gibbs standing when Gibbs pays more than half of Debtor's $10,000 per month payment plan?

C. Whether the lower courts have a duty/obligation to refer Creditor to the Justice Department for prosecution when Creditor admits to having defrauded Gibbs, 30 million Homeowners, Fannie Mae, Freddie Mac and the Treasury Department of $1.4 [t]rillion dollars?

D. Whether the lower courts may accept a Proof of Claim (POC) when the Creditor admits they are not the mortgagee and have committed Perjury, Subornation of Perjury, Obstruction of Justice and Fraud on the courts?

    1. Does the courts, pursuant to a judge's oath and constitution, have a duty/obligation to refer creditor to the Justice Department for prosecution and sanction said crimes.

PARTIES:

M. EUGENE GIBBS, Esq., Pro-se, Petitioner

SELECT PORTFOLIO SERVICING (SPS), Respondent

CORPORATE DISCLOSURE STATEMENT

The Applicant has no parent corporation and no publicly held corporation owns any of their stock. No other publicly held corporation has a direct financial interest in the outcome of this litigation by reason of a franchise, lease, other profit- sharing agreement, insurance, or indemnity agreement.

RELATED PROCEEDINGS BELOW

United States Court of Appeals for the Fourth Circuit:

Gibbs v. Select Portfolio Servicing (SPS), No. 25-1794 (4th Cir.)

JURISDICTION

The Court has jurisdiction under 28 U.S.C. § 1254(1) and 28 U.S.C. § 1651(a).

CORPORATE DISCLOSURE STATEMENT

The Applicant has no parent corporation and no publicly held corporation owns any of their stock. No other publicly held corporation has a direct financial interest in the outcome of this litigation by reason of a franchise, lease, other profit- sharing agreement, insurance, or indemnity agreement.

RELATED PROCEEDINGS BELOW

United States Court of Appeals for the Fourth Circuit:

- *Gibbs v. Select Portfolio Servicing (SPS)*, No. 25-1794 (4th Cir.)
- *of America, Adversary proceeding No. 19-5272-WLH]*

TABLE OF CONTENTS

TABLE OF AUTHORITIES... i

INTRODUCTION 1

JURISDICTION iii

DECISIONS BELOW v

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED 5

FACTUAL AND PROCEDURAL BACKGROUND 3

ARGUMENT 5

II. Plaintiffs Have Demonstrated a Clear Entitlement to Injunctive Relief Because the Legal Rights at Issue Are Indisputably Clear.

A. Whether the bankruptcy court may change Debtor's mortgage note from 30 years, $2,100 dollars per month to 5 years, $10,000 per month in violation of U.S. Constitution, Article I, Section 10, Clause 1?

B. Whether the bankruptcy court may deny Gibbs standing when Gibbs pays more than half of Debtor's $10,000 per month payment plan?

C. Whether the lower courts have a duty/obligation to refer Creditor to the Justice Department for prosecution when Creditor admits to having defrauded Gibbs, 30 million Homeowners, Fannie Mae, Freddie Mac and the Treasury Department of $1.4 [t]rillion dollars?

D. Whether the lower courts may accept a Proof of Claim (POC) when the Creditor admits they are not the mortgagee and have committed Perjury, Subornation of Perjury, Obstruction of Justice and Fraud on the courts?

1. Does the courts, pursuant to a judge's oath and constitution, have a duty/obligation to refer creditor to the Justice Department for prosecution and sanction said crimes.

CONCLUSION 7

CERTIFICATE OF COMPLIANCE WITH SUP. CT. R. 33(1)(g) 8

CERTIFICATE OF SERVICE 8

TABLE OF AUTHORITIES

Cases

Page(s)

Am. Trucking Ass'ns, Inc. v. Gray, 483 U.S. 1306, 1308 (1987).....6

Statutes

18 U.S.C. § 1622.....2
18 U.S.C. § 1964(a).....3
28 U.S.C. § 1254(1).....3
28 U.S.C. § 1291.....iii
28 U.S.C. § 1292(a)(1).....iii

Other Authorities

U.S. Constitution, Article I, Section 10, Clause 1.....5

Public Law No: 111-22 (2009) Title IV, §404.....5

APPENDIX

Mandate.....10
Rehearing Denial.....11
4th Circuit Court Opinion.....13
Bankruptcy Court Order.....15

DECISIONS BELOW

In the instant case the bankruptcy and district courts held that Petitioner, paying more than half of Debtor's $10,000 per month "payment plan," and Petitioner objecting to the bankruptcy court modifying Debtors mortgage of 30 years $2,100 to 5 years $10,000 per month in violation of the Contract Clause (US Constitution) – that Petitioner did not have Standing to file an opposition to Respondent's Proof of Claim (POC). Further,

Petitioner's opposition to Respondent's POC, informed the bankruptcy that Freddie Mac owned Debtor's mortgage note – not Respondent. And that, supported by Respondent's admission and self-proving business records, pleadings and empirical evidence, Respondent was committing PERJURY, SUBORNATION OF PERJUJRY, OBSTRUCTION OF JUSTICE and FRAUD ON THE COURT. And,

That Respondent was engaged in the largest mortgage fraud in history: defrauding Debtor, Gibbs, 30 million Homeowners, Fannie Mae, Freddie Mac and the Treasury Department of $1.4 [t]rillion dollars. For the proven purpose of financing the E[stein PEDOPHILE Gang's purchase of private islands and jets, 5 Star accommodations, mansions and payment of bribes.

INTRODUCTION

Respondent having joined and combined to conceal the theft of $50 billion dollars of Black art used to facilitate Respondent's mortgage fraud of $1.4 trillion dollars from Debtor, Petitioner, 30 million Homeowners and the federal government, 2008 - 2026: Home Affordable Mortgage Program (HAMP).

PRELIMINARY STATEMENT

September 2019, Gibbs filed an EMERGENCY motion for default and TRO/Injunction to save the life of Gibbs' grandson. Chief judge Wendy Hagenau's concern was the default by BOA and Nationstar. CJ Hagenau ordered the clerk to refuse to docket Gibbs entry of default and communicated ex-parte with BOA and Nationstar – Ex-parte email attached.[1]

Thereafter, BOA and Nationstar admitted that [t]hey did not have an excusable reason for failing to respond and did not have a meritorious defense. Yet, CJ Hagenau set aside [t]heir default and dismissed Gibbs' $250 million dollars Adverse Proceeding – because Gibbs refused to accept "Nigger Money." The district court and 11th Circuit Court punished (Upheld CJ Hagenau's ruling) Gibbs for filing a formal complaint against CJ Hagenau.

---

[1] CJ Hagenau orchestrated delays to not rule on Gibbs EMERGENCY motions to allow time to avoid holding BOA and Nationstar in default – Gibbs grandson died (August 22, 2020) after a year of delays.

The PEDOPHILES operating in violation of RICO, have caused the SUICIDE of 20,000 Homeowners: 3 each day; by controlling the NAACP, Congressional Black Caucus (CBC), et al., using [t]heir involvement in the theft of $50 billion dollars of Black Art – have set Black progress back 65 years; and the theft of $3 trillion dollars from the housing market, during the housing crisis, destroyed America's MIDDLE CLASS.

> Gibbs is a **Veteran** (US Air Force), ***retired NYC police officer,*** and attorney: for 31 years (1995-2026) Gibbs dedicated his "life" to exposing how PEDOPHILES have "highjacked" our political and judicial systems.

This case involves an extraordinary attempt by Respondent to "cover-up" the theft of $50 billion dollars of Black Art; and how those thefts merged with Bank of America's defrauding – Gibbs,; 30 million Homeowners; the Treasury Department; Fannie Mae, Freddie Mac, and Fannie Mae and Freddie Mac Investors of $1.4 trillion dollars by paying $30 billion in bribes disguised as consent decrees and political donations: $5 billion dollars of the consent decree BRIBES kept by the Justice Department rather than turned over to the Treasury Department – to ensure Petitioner's litigation does not return the stolen $1.4 trillion dollars to the Treasury Department pursuant to RICO and the False Claims Act.[2]

---

[2] In or about 2008, Bank of America made two (2) of the worse corporate acquisitions in history (forced by the Treasury Department): Merrill Lynch and Countrywide Financial. And JP Morgan Chase was "required" to purchase Washington Mutual and Bear Sterns. During 13 years of litigation, Respondent has not controverted Gibbs' proof – the assets are derived from the criminal enterprises formed in violation of the *Racketeering Influence Corrupt Organization Act* (RICO) and False Claims Act (FCA).

STATEMENT OF THE CASE

The appealed order of the South Carolina bankruptcy court referenced Debtor's bankruptcy case in Georgia. However, the court omits the fact that both cases rests on Respondent's continuing criminal enterprise as stated:

Judge Hageau's ex-parte communication with Respondent to prevent Petitioner's $250 million dollars default judgment. Respondent admitted there were no excusable neglect, and they did not have a meritorious defense;

Respondent admitted Freddie Mac owned Debtor's mortgage note and Respondent did not have STANDING to file their Proof of Claim (POC);

Respondent's Assignment of Mortgage was fraudulent and submitted to commit PERJURY, SUBORNATION OF PERJURY, OBSTRUCTION OF JUSTICE and FRAUD ON THE COURT.

STATEMENT OF FACTS

Respondent's continuing criminal enterprise is designed to provide unlimited resources to destroy Petitioner and protect those involved in the PONZI SCHEME.

PONZI SCHEME: After Debtor qualified for mortgage modification under HAMP, that would have cost BOA $100,000 – reducing the value of Debtor's mortgage from $292,000 to $192,000 – BOA sold Debtor's mortgage note to Freddie Mac for $300,000 (**defrauding Freddie Mac of $100,000**); without notice to Debtor as required by law.

BOA then executed a fraudulent Assignment of Mortgage with Nationstar – certifying that Nationstar was the owner of Debtor's mortgage note. Nationstar with full knowledge Debtor never missed a mortgage payment, filed the illegal foreclosure, October 2013.

All money paid by Debtor and Petitioner was withheld from Freddie Mac causing Freddie Mac to downgrade Debtor's mortgage as non-performing (2012 – 2024); Freddie Mac sold Debtor's mortgage note to JP Morgan Chase, 2024: at all relevant times Nationstar certified to state and federal courts that Nationstar owned Gibbs mortgage note. Nationstar was fully aware BOA sold Debtor's mortgage note to Freddie Mac in 2012.

Nationstar and Respondent divided $180,000 Debtor and Petitioner paid to the courts. Thereafter, Chase purchased Debtor's mortgage note from Freddie Mac for less than $100,000 with the stipulation that the modification be honored, Chase failed to do so and refused to provide Debtor information as to Debtor's mortgage note.

SPS, Chase, Nationstar and BOA, combined to demand Debtor and Petitoner pay $615,000 to extort Debtor and Petitioner into "ratifying" [t]heir FRAUD. The continuing criminal conspiracy allows BOA to keep $300,000 without modifying Debtor's mortgage note as required by law; Nationstar and SPS split $180,000 defrauded through the court process; Chase gets to ignore the required modification and list the value of Debtor's mortgage as $615,000 as part of Chase's mortgage "pool" that inflates the "pool's" value: the real value being $0 to $45,000 rather than $615,000 – causing investors to believe they are investing in higher backed mortgage

securities: the higher dividends are fraudulently "fueled" by defrauding Debtor, Gibbs, and 30 million Homeowners entitled to relief under HAMP, Covid-19, other programs, and defrauding the Treasury Department of more than $100 billion dollars by promising to keep foreclosures to a minimum – while filing illegal foreclosures.

The **PONZI SCHEME: is dependent on judges allowing illegal foreclosure to go forth by threatening Homeowners with summary judgment, evictions, etc., dismissing suits against mortgage companies for illegal practices, and preventing discovery**. The illegal acts being implemented to steal $$$ hundreds of billions of dollars in total disregard for the effects of stealing citizens' homes – **proves such acts are instituted with a depraved indifference for human life and thus satisfy the elements of – MURDER**!

MEMORANDUM OF AUTHORITY

Argument

South Carolina's bankruptcy law as applied – allows bankruptcy judges to convert Debtor's 30-year mortgages to 5-year payment plan – are unconstitutional: U.S. Constitution, Article I, Section 10, Clause 1.

CONSTITUTIONAL AND STATUTORY PROVISIONS INVOLVED

This case involves U.S. Constitution, Article I, Section 10, Clause 1, the Contract Clause.

The bankruptcy court violated the Constitution by changing Debtor's 30-year $2,100 per month mortgage note to a 5-year $10,000 per month mortgage note: The Constitution's Contract Clause, found in Article I, Section 10, Clause 1.

STANDING

In a bankruptcy case, a "party in interest" is a person or entity that has a direct stake in the outcome of the case and is entitled to be heard by the court. Essentially, **they have standing to raise and be heard on any issue in the bankruptcy**. US Supreme Court holding: The Court reasoned:

"Where a proposed plan 'allows a party to put its hands into other people's pockets, the ones with the pockets are entitled to be fully heard and to have their legitimate objections addressed,'" **Truck Insurance Exchange v. Kaiser Gypsum Co., Inc., et al.**, 602 U.S. ___ (2024)

Respondents' criminal enterprise contributes to three (3) Homeowners SUICIDES each day: 20,000 since 2007; Debtor and Petitioner are Homeowners.

Researchers from the University of Oxford compared suicide data from before 2007 with the years of the crisis (housing) and found more than 10,000 "economic suicides" associated with the recession across the U.S., Canada, and Europe. 'There has been a substantial rise in suicides during the recession, considerably more than we would have expected based on previous trends," says lead author Aaron Reeves, a postdoctoral researcher in the sociology department at Oxford University published in The Lancet in 2012 estimated that the U.S. suffered 4,750 "excess suicide deaths" after the recession hit in 2008.

Petitioner exposed Bank of America (Big 5 Banks) modus operandi, App 20. Homeowners would submit modification applications under the Home Affordable Mortgage Program (HAMP). Bank employees were paid bonuses to destroy 10,000 applications per week. Bank of America sold the mortgages to Fannie Mae and Freddie Mac and executed fraudulent Assignment of Mortgages with Nationstar to prevent Homeowners from discovering their mortgages were owned by Fannie Mae or Freddie Mac. Homeowners who persisted on having their mortgages modified, Bank of America instructed Nationstar to file foreclosures; with

full knowledge Nationstar did not have Standing and Homeowners were not delinquent on their mortgage payments.

Additional litigation revealed the PEDOPHILES monetized the housing crisis to "save" the financial system: **the failure of Merrill Lynch, Countrywide Financial, Bear Sterns, Washington Mutual**, etc., would have collapsed the financial system. Bank of America, JP Morgan Chase, etc., were used to purchase the failing companies.

In turn, Respondent was allowed to defraud Debtor, Petitioner, 30 million Homeowners, Fannie Mae, Freddie Mac and the Treasury Department of $1.4 Trillion Dollars.

Petitioner's opposition to Respondent's POC, if allowed to proceed – would have resulted in protecting CHILDREN and exposed ALL CRIMES committed in violation of the False Claims Act (FCA) 31 U.S.C. § 3729 and Racketeering Influence Corrupt Organization (RICO) 18 U.S.C. § 1964(c).

CONCLUSION

Respondent's crimes demand the granting the requested relief. And reducing the number of Homeowners committing suicide (20,000: 3-each day) due to factors that include Respondent's criminal enterprise.

WHEREFORE, for these reasons, Gibbs respectfully request that the Court declare South Carolina bankruptcy law that allow judges to covert 30-year mortgage notes to 5-year payment plans – UNCONSITUTIONAL, REVERSE the 4th Circuit Court's ruling that Gibbs does not have standing as one-half payer of Debtor's payment plan; refer Respondent to the Justice Department for prosecution, reinstate Gibbs' Law License and enter any other relief the Court deems just and proper.

M. Eugene Gibbs, Esq., Pro-se
(843) 610 0674
mgibbs70@aol.com

CERTIFICATE OF COMPLIANCE WITH SUP. CT. R. 33(1)(g)

I, M. Eugene Gibbs, hereby certify that the foregoing Appellants' opening brief complies with the requirements of Sup. Ct. R. 33(1)(g) because according to the word count of the word processing system used to prepare it, it contains 2,891 words (including footnotes), which is within 9,000 words.

M. Eugene Gibbs, Esq., Pro-se
mgibbs70@aol.com

CERTIFICATE OF SERVICE

I, M. Eugene Gibbs, hereby certify that a copy of Petitioner's Petition for Writ of Certiorari and Affidavit were mailed/emailed/CM/ECF this 24th day of June 2026, addressed to:

Vaughan Richard Perry
V.R. Perry Law Firm, LLC
803-389-0408
Email: vrperrylaw@gmail.com,

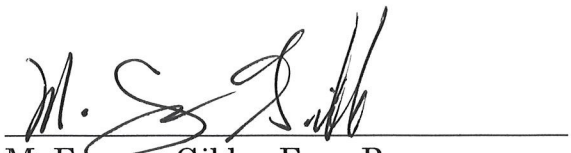
Chapter 13 Trustee
Dawn M. Hardesty
803-779-5180
Email: ecf@ch13trustee.net

Robertson, Anschutz, Schneid, Crane & Partners, PLLC
Mary Powers Mary Powers
Email: mpowers@raslg.com, and

Yarborough Jr Ray Coit, Special Referee
201 Graham St
Florence, SC 29501

Judge H. S. DeBerry, IV,
hsdeberrysc@sccourts.org,
guytonm@scottandcorley.com,
mpowers@raslg.com, ecf@ch13trustee.net,
vrperrylaw@gmail.com

H. Guyton Murrell, Esq.
SCOTT AND CORLEY, P.A.
guytonm@scottandcorley.com



M. Eugene Gibbs, Esq., Pro-se
mgibbs70@aol.com
843-610-0674

FILED: March 3, 2026

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 25-1794
(4:24-cv-06573-MGL)

In re:

BARBARA ALBYTINE GIBBS

Debtor

M. EUGENE GIBBS

Appellant

v.

SELECT PORTFOLIO SERVICING, INC.

Appellee

MANDATE

The judgment of this court, entered January 13, 2026, takes effect today.

This constitutes the formal mandate of this court issued pursuant to Rule 41(a) of the Federal Rules of Appellate Procedure.

/s/Nwamaka Anowi, Clerk

FILED: February 23, 2026

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 25-1794
(4:24-cv-06573-MGL)

In re:

BARBARA ALBYTINE GIBBS

Debtor

M. EUGENE GIBBS

Appellant

v.

SELECT PORTFOLIO SERVICING, INC.

Appellee

O R D E R

The court denies the petition for rehearing and rehearing en banc and amended petition for rehearing and rehearing en banc. No judge requested a poll under Fed. R.

App. P. 40 on the petitions for rehearing en banc.

Entered at the direction of the panel: Judge Gregory, Judge Berner, and Senior Judge Floyd.

For the Court

/s/ Nwamaka Anowi, Clerk

UNPUBLISHED

UNITED STATES COURT OF APPEALS
FOR THE FOURTH CIRCUIT

No. 25-1794

In re: BARBARA ALBYTINE GIBBS,

Debtor,

M. EUGENE GIBBS,

Appellant,

v.

SELECT PORTFOLIO SERVICING, INC.,

Appellee.

Appeal from the United States District Court for the District of South Carolina, at Florence. Mary G. Lewis, District Judge. (4:24-cv-06573-MGL)

Submitted: December 22, 2025 Decided: January 13, 2026

Before GREGORY and BERNER, Circuit Judges, and FLOYD, Senior Circuit Judge.

Affirmed by unpublished per curiam opinion.

Melvin Eugene Gibbs, Appellant Pro Se. Jeremy Cook Hodges, Matthew Douglas Patterson, NELSON MULLINS RILEY & SCARBOROUGH, LLP, Columbia, South Carolina, for Appellee.

Unpublished opinions are not binding precedent in this circuit.

PER CURIAM:

M. Eugene Gibbs appeals the district court's orders dismissing for lack of jurisdiction his appeals from bankruptcy court orders and denying his motions to alter or amend the judgment and for injunctive relief. In this court, Gibbs has filed an informal opening brief, an informal reply brief, a motion to amend and supplement his informal brief, and a reply to his motion to amend and supplement. We grant Gibbs' motion to amend and supplement his informal brief and have considered the arguments presented in all of his filings.

On appeal, we confine our review to the issues raised in the informal briefs. *See* 4th Cir. R. 34(b). Because Gibbs' informal brief as amended and supplemented does not challenge the basis for the district court's disposition, he has forfeited appellate review of the court's order. *See Jackson v. Lightsey*, 775 F.3d 170, 177 (4th Cir. 2014) ("The informal brief is an important document; under Fourth Circuit rules, our review is limited to issues preserved in that brief."). Accordingly, we deny Gibbs' motion for clarification, and we affirm the district court's orders. *Gibbs v. Select Portfolio Servicing, Inc.*, No. 4:24-cv-06573-MGL (D.S.C. June 12, 2025; July 1, 2025). We dispense with oral argument because the facts and legal contentions are adequately presented in the materials before this court and argument would not aid the decisional process.

AFFIRMED

U.S. BANKRUPTCY COURT
District of South Carolina

Case Number: **24-02868-eg**

Order Overruling Opposition to Claim

The relief set forth on the following pages, for a total of 8 pages including this page, is hereby ORDERED.

FILED BY THE COURT
11/21/2024

Elisabetta G. M. Gasparini
US Bankruptcy Judge
District of South Carolina

Entered: 11/21/2024

UNITED STATES BANKRUPTCY COURT
DISTRICT OF SOUTH CAROLINA

IN RE:	C/A No. 24-02868-EG
Barbara Albytine Gibbs,	Chapter 13
Debtor(s).	**ORDER OVERRULING OPPOSITION TO SELECT PORTFOLIO SERVICING'S PROOF OF CLAIM**

THIS MATTER is before the Court on the Opposition to Select Portfolio Servicing's Proof of Claim (the "Objection") filed by M. Eugene Gibbs ("Gibbs"), *pro se*.[1] Select Portfolio Servicing, Inc. ("SPS") and Barbara Albytine Gibbs ("Debtor")[2] both filed responses to the Objection, denying Gibbs' allegations and challenging his standing to object to SPS's claim.[3] The Court issued an order scheduling a hearing on the Objection to take place on November 19, 2024.[4] The Order and Notice of Hearing stated that "[w]hile it appears that Mr. Gibbs is Debtor's spouse, it is not clear what interest Mr. Gibbs has in any of the assets, whether he claims to be a creditor, and what standing he has to object to SPS's claim pursuant to 11 U.S.C. § 502." Gibbs filed a Prehearing Brief in support of the Objection, in which he proffered further allegations about SPS but failed to provide any factual evidence to substantiate his claims or establish his legal standing to raise the Objection.[5]

At the hearing on November 19, 2024, Debtor's counsel, SPS's counsel, and the Chapter 13 Trustee ("Trustee") appeared. Despite being properly served with notice of the hearing,[6] Gibbs

[1] ECF No. 34, filed Oct. 23, 2024.
[2] Debtor is Gibbs' wife and is represented in this case by counsel.
[3] ECF Nos. 47 and 49.
[4] ECF No. 36.
[5] ECF No. 48.
[6] *See* ECF No. 39 (Certificate of Notice confirming that Gibbs was sent the Order and Notice of Hearing by first class mail to his residence in Florence, South Carolina on October 26, 2024). On November 14, 2024, Gibbs filed a notice of appeal of the Order and Notice of Hearing, among several other of this Court's Orders, which indicates he received notice of the scheduled hearing. The appeal, however, made it unclear whether Gibbs intended for this Court to

did not appear, and the Court noted for the record that he had not filed any request for a continuance or to appear at the hearing by remote means. The parties in attendance offered several exhibits that were admitted into the record without objection.[7] The Court also took judicial notice of the record from Debtor's prior bankruptcy case filed in the Northern District of Georgia ("Georgia Bankruptcy Court"), C/A No. 19-54809, in which an order (the "Georgia Order") was entered overruling Debtor's objection to the mortgage claim filed by Nationstar Mortgage LLC d/b/a Mr. Cooper ("Nationstar") and later assigned to SPS.[8] Debtor's claim objection in that case asserted similar claims against the mortgagor and servicer as the Objection before this Court. The Georgia Order concluded that SPS held a valid claim against Debtor in the amount of the personal and foreclosure judgment awarded to Nationstar by the Court of Common Pleas in Florence County, South Carolina, plus interest and fees. The Georgia Order further indicated that Debtor had not stated a basis to disallow the SPS claim under 11 U.S.C. § 502. In another order on Gibbs' motion for reconsideration of the order denying Debtor and Gibbs' request to refinance their homes (the "Order Denying Reconsideration"), the Georgia Bankruptcy Court denied reconsideration, determining that Gibbs "does not have an ownership interest in the South Carolina property, which is at the center of his various grievances against Nationstar, and therefore does not have a basis to request relief as to the property."[9]

---

consider the Objection filed prior to the appeal. *See* ECF No. 52 (Notice of Appeal to District Court). Moreover, Gibbs' pending Motion for TRO/Injunction and Stay addressed to the U.S. District Court for the District of South Carolina (the "District Court") is at times undecipherable and nonsensical and is overall unclear as to what actions or proceedings Gibbs is seeking to stay pending his appeal. *See* ECF No. 54. Because Gibbs did not request a continuance and the appeal does not concern a final order on the merits of the Objection, the Court proceeded with holding the hearing and hereby adjudicating the Objection's merits.

[7] Debtor's Ex. A-H; SPS's Ex. 1.

[8] *In re Gibbs*, C/A No. 19-54809, ECF No. 160 (Bankr. N.D. Ga. Sept. 15, 2023). The Georgia Order indicates that Nationstar filed a Notice of Transfer of Claim on August 21, 2023, transferring its claim to SPS. *Id.* at 4; *see also* POC 3-1, p. 40 (providing a copy of the Assignment of Claim). Gibbs then filed a motion objecting to the transfer. The Georgia Bankruptcy Court denied Gibbs' motion and substituted SPS for Nationstar as the claimant.

[9] *In re Gibbs*, C/A No. 19-54809, ECF No. 137, slip op. at 4 (Bankr. N.D. Ga. April 13, 2023).

From the outset, the Court notes that, to date, Gibbs has filed six pleadings in this case, raising unfounded allegations against Nationstar, SPS, and the Court itself. The motions and briefs on file raise nonsensical claims, leaving it to the Court to unravel the procedural conundrums they present. While all pleadings that Gibbs has filed to date are an attack against various parties, especially SPS, it was not clear whether the appeals and motions filed with the District Court raise issues that overlap entirely with those raised in the Objection, thus divesting the Court of jurisdiction to hear it. *See Levin v. Alms & Assocs., Inc.*, 634 F.3d 260, 263 (4th Cir. 2011) (quoting *Griggs v. Provident Consumer Disc. Co.*, 459 U.S. 56, 58 (1982)) ("As a general rule, the filing of an appeal 'confers jurisdiction on the [appellate court] and divests the [lower] court of its control over those aspects of the case involved in the appeal.'"). Out of an abundance of caution, the Court held the hearing and addressed the relief sought in the Objection, which the District Court may then treat as proposed findings of fact and conclusions of law to the extent necessary if it so chooses. For the reasons set forth below, the Court overrules the Objection to SPS's claim.

First, Gibbs does not appear to have standing to challenge SPS's claim, based on a mortgage to which he is not a party. The documents attached to SPS's proof of claim show that Debtor is the only obligor on the note and mortgage securing SPS's interest in the residence. Moreover, the Georgia Bankruptcy Court determined that Gibbs does not have an ownership interest in Debtor's South Carolina property, and he has failed to produce any evidence to rebut that conclusion. As the Georgia Bankruptcy Court previously held, "Mr. Gibbs is not (and was not) either a debtor or a creditor."[10]

Under 11 U.S.C. § 502, only a "party in interest" can object to the allowance of a creditor's proof of claim, and Gibbs has not established how he is a party in interest when he does not appear

[10] *In re Gibbs*, C/A No. 19-54809, ECF No. 137.

to be liable for the mortgage debt or have an ownership interest in Debtor's South Carolina residence. *See In re Hutchinson*, 5 F.3d 750, 756 (4th Cir. 1993) (citations omitted) (stating that the term "party in interest" as used in the Bankruptcy Code "is generally understood to include all persons whose pecuniary interests are directly affected by the bankruptcy proceeding"). The Supreme Court has recently held that the phrase "party in in interest" is meant to be interpreted broadly and should include any party who is "potentially concerned with, or affected by, a proceeding." *Truck Ins. Exch. v. Kaiser Gypsum Co.*, 602 U.S. 268, 269 (2024); *see also In re Team Sys. Int'l, LLC*, No. 22-10066-CTG, 2024 WL 4647489, at *2 (Bankr. D. Del. Oct. 21, 2024) ("In light of *Truck Insurance*, § 502(a) must be read to permit not only the chapter 7 trustee, but all parties with a direct financial stake in the outcome of a claims allowance dispute, to object to the allowance of claims."). Here, aside from being Debtor's spouse and residing in the residence which serves as SPS's collateral, Gibbs has failed to show how he has any financial stake in the outcome of this bankruptcy case or would be affected by the Court's allowance of SPS's claim in the amount sought. This is compounded by the fact that Debtor—the sole obligor on the note and only one named in the mortgage—does not dispute SPS's claim and has agreed to pay it through her confirmed Chapter 13 plan.

Second, Gibbs' Objection raises the same issues concerning the validity of the mortgage claim that were previously addressed in the Georgia Order. The Court notes that there is no pending appeal of the Georgia Order reflected on the record, and the parties in attendance at the hearing confirmed that, to the best of their knowledge, all appeals of orders in the Georgia bankruptcy case have been exhausted. Accordingly, the doctrine of res judicata (claim preclusion) and/or collateral estoppel (issue preclusion) applies to bar Gibbs from relitigating issues previously decided on the merits by the Georgia bankruptcy court. *See Durant v. Big Rig Lending, LLC*, No.

3:18-cv-01700-CMC, 2018 WL 5961088, at *2 (D.S.C. Nov. 14, 2018) (quoting *Turshen v. Chapman*, 823 F.2d 836, 839 (4th Cir. 1987)) ("The normal rules of res judicata and collateral estoppel apply to the decisions of bankruptcy courts."); *Covert v. LVNV Funding, LLC*, 779 F.3d 242, 245 (4th Cir. 2015) (citations omitted) ("Federal law governs the res judicata effect of earlier bankruptcy proceedings."); *In re Varat Enterprises, Inc.*, 81 F.3d 1310, 1315 (4th Cir. 1996) ("Generally, claim preclusion occurs when three conditions are satisfied: (1) the prior judgment was final and on the merits, and rendered by a court of competent jurisdiction in accordance with the requirements of due process; (2) the parties are identical, or in privity, in the two actions; and, (3) the claims in the second matter are based upon the same cause of action involved in the earlier proceeding."); *In re Swilley*, 295 B.R. 839, 846 (Bankr. D.S.C. 2003) ("For federal collateral estoppel to apply, the proponent must establish the following elements: (1) the issue sought to be precluded is identical to one previously litigated; (2) the issue must have been actually determined in the prior proceeding; (3) determination of the issue must have been a critical and necessary part of the decision in the prior proceeding; (4) the prior judgment must be final and valid; and (5) the party against whom estoppel is asserted must have had a full and fair opportunity to litigate the issue in the previous forum.").

Though Debtor was the only one in the Georgia case who raised the objection to SPS's claim, Gibbs was actively involved in that case asserting claims on Debtor's behalf, meaning he was in privity with Debtor and had a full and fair opportunity to litigate issues in that case.[11] *Universal Furniture Intern., Inc. v. Frankel*, 538 Fed. Appx. 267, 270 (4th Cir. 2013) (citations

[11] Notably, Debtor was initially represented by counsel in the Georgia bankruptcy case. but seven months into the case, Debtor's Georgia counsel filed a motion to withdraw from representing Debtor because, among other reasons. "Debtor's non-filing spouse has sued Debtor in [an] adversary proceeding and continues to contact Counsel for Debtor despite being in an adversarial position in a contested matter creating a conflict of interest." *In re Gibbs*, C/A No. 19-54809, ECF No. 45. Following counsel's withdrawal, the pleadings filed on Debtor's behalf in that case appeared to be drafted by Gibbs and asserted many of the same allegations raised in the pleadings filed with this Court.

omitted) (explaining that collateral estoppel requires privity, not "an exact identity of parties," and that two parties are considered in privity when "the interests of one party are so identified with the interests of another that representation by one party is representation of the other's legal right").

Third, even if the Objection is not barred by res judicata and/or collateral estoppel, the Objection should be overruled for lack of prosecution and due to Gibbs' failure to satisfy his evidentiary burden. Gibbs received notice of the hearing on his contested Objection yet failed to appear and establish grounds for the Court to grant his requested relief. Under the Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, if a creditor's proof of claim is properly filed and contains the information as set forth in Bankruptcy Rule 3001, it constitutes *prima facie* evidence of the validity and amount of the claim. 11 U.S.C. § 502(a); Fed. R. Bankr. P. 3001(f); *In re Simmons*, 643 B.R. 565, 572 (Bankr. D.S.C. 2022). The burden to introduce evidence rebutting the claim's presumptive validity then shifts to the party objecting to the claim—here Gibbs, to the extent he even has standing. *In re Harford Sands Inc.*, 372 F.3d 637, 640 (4th Cir. 2004) (citing Fed. R. Bankr. P. 9017; Fed. R. Evid. 301; 4 COLLIER ON BANKRUPTCY ¶ 501.02[3][d] (Alan N. Resnick & Henry J. Sommer eds., 15th ed. rev. 2004)). SPS's claim (POC 3-1) meets the requirements of Bankruptcy Rule 3001.[12] As stated on the record at the Objection hearing, SPS's proof of claim constitutes *prima facie* evidence of the validity of SPS's claim.

[12] The proof of claim must conform substantially to Official Form 410. *See* Fed. R. Bankr. P. 3001(a). The proof of claim must also contain certain supporting information set forth in Rule 3001: (1) a claim based on a writing must attach a copy of that writing; (2) if the claim includes pre-petition interest, fees, expenses, or other charges, an itemized statement of those charges must be filed; (3) if a security interest is claimed in the Debtor's property, a statement of the amount necessary to cure any default must be filed; (4) if the security interest claimed is a lien on the debtor's principal residence, Official Form 410A must also be filed, which provides a record of payments and calculations of the total debt and arrearage as of the date of the petition, and if an escrow account has been established, an escrow account statement should also be filed; and (5) if a security interest is claimed, evidence that the security interest has been perfected. *See* Fed. R. Bankr. P. 3001(c) and (d); *see also In re Sherman*, 639 B.R. 618, 622 (Bankr. D.N.M. 2022) (summarizing the requirements of Fed. R. Bankr. P. 3001 for a proof of claim to be valid and constitute *prima facie* evidence of the validity and amount).

Gibbs was not present to prosecute his Objection and has not provided any evidence to rebut the presumed validity of SPS's claim.

For the foregoing reasons, the Court finds that Gibbs has not carried his burden and the Objection should be overruled. The Court further observes that the vexatious pleadings that Gibbs has filed with the Court, coupled with his behavior and filings in other proceedings in several different forums, are expending unnecessary judicial resources. In addition, the frivolous documents have increased the amount of SPS's claim as the mortgagor's attorney's fees for responding to and defending against the allegations continue to accrue. As indicated at the hearing, this conduct has been ongoing, occurring both in the Georgia bankruptcy case and in the state foreclosure action—leading to an order prohibiting Gibbs from filing pleadings without leave of court in the state court case.[13] To the extent Gibbs continues to file unfounded and frivolous pleadings that give the Court cause for concern under Bankruptcy Rule 9011, the undersigned will consider entering a rule to show cause as to why a similar gatekeeping order should not be entered utilizing the factors set forth in *Thomas v. Fulton,* 260 Fed. Appx. 594, 596 (4th Cir. 2008).[14]

IT IS, THEREFORE, ORDERED that the Objection to SPS's claim is overruled.

IT IS FURTHER ORDERED that the Clerk's Office is directed to serve a copy of this Order by U.S. mail on Debtor, Gibbs (separately from the copy sent to Debtor), and SPS (via mail), and by electronic CM/ECF notification on Debtor's counsel, SPS's counsel, the Chapter 13 Trustee, and the United States Trustee.

AND IT IS SO ORDERED.

---

[13] SPS Ex. 1.

[14] The factors considered in deciding whether to issue a prefiling injunction are as follows:

> (1) the party's history of litigation, in particular whether he has filed vexatious, harassing, or duplicative lawsuits; (2) whether the party had a good faith basis for pursuing the litigation, or simply intended to harass; (3) the extent of the burden on the courts and other parties resulting from the party's filings; and (4) the adequacy of alternative sanctions.

To: Rogers, Paul A. <PRogers@mcguirewoods.com>
Subject: 19-05272-wlh Gibbs v. Gibbs et al

Hello Mr. Rogers,

Pro Se Plaintiff, Mr. Gibbs has contacted Chambers requesting an emergency hearing on Plaintiff's Motion for Stay and or Injunction (Doc #7) and Plaintiff's Motion for Declaratory Judgment (Doc #8). Although no response(s) have been filed, given your attendance at prior hearings, I am reaching out and requesting your availability over the next several weeks.

If you are not the correct party regarding this matter, please forward to appropriate party and disregard as to your availability.

Thank you.

Sincerely,

Cynthia R. Eadon

Courtroom Deputy

Chief Judge Wendy L. Hagenau

U.S. Bankruptcy Court, N.D. Georgia

Atlanta, Georgia 30303

(404) 215-1193

This e-mail from McGuireWoods may contain confidential or privileged information. If you are not the intended recipient, please advise by return e-mail and delete immediately without reading or forwarding to others.

SPS SELECT Portfolio SERVICING, inc.

Sign up for paperless delivery at www.spservicing.com
Paperless

July 5, 2024

BARBARA A GIBBS
4257 MONTEREY DR
FLORENCE, SC 29501

Account Number: 0032624058
Property Address: 4257 MONTEREY DR
FLORENCE, SC 29501

Dear BARBARA A GIBBS:

SPS acknowledges receipt of your correspondence which was received on 05/16/2024 regarding the above referenced account. In your correspondence, you requested information regarding the name of the "owner" of the account, sometimes also referred to as the "investor," "creditor," and/or "note holder."

The owner of the mortgage loan is Freddie Mac. The owner's contact information is provided below:

Address: 8200 Jones Branch Drive | Mclean, VA 22102-3110

Phone Number: 800-373-3343, press #2 for a customer service representative

While Freddie Mac owns the loan, SPS is the mortgage servicer of the account.

The above named entity is the owner of the account, and SPS is the mortgage servicer of the account. This information is based upon a review of our records as of the date of this letter. Account ownership status may change from time to time.

As the mortgage servicer, SPS is authorized to collect all payments and administer the terms of the note and security instrument. Questions or disputes regarding the account and any requests for mortgage assistance should be directed to SPS in order to ensure a timely response and resolution.

SPS is committed to home retention and offers many assistance options designed for customers who are experiencing temporary or permanent hardship. These options are offered at no cost to our customers and may include structured repayment plans, mortgage modifications, or account settlement alternatives. If you are experiencing a financial hardship, please call us as soon as possible to discuss your situation and the options that may be available to you.

If other items were raised in your correspondence, they will be addressed under separate cover.

If you have any questions or concerns, please contact SPS directly at 800-258-8602. Representatives are available Monday through Friday between the hours of 8 a.m. and 9 p.m., and Saturday from 8 a.m. to 2 p.m., Eastern Time.

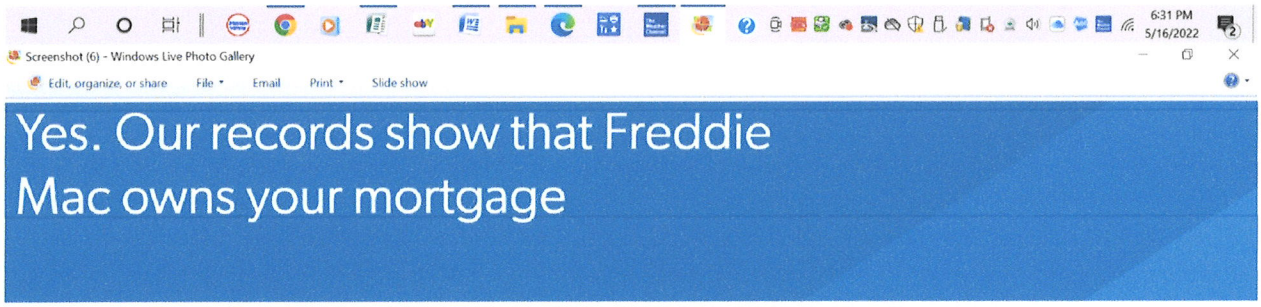
Sincerely,

Select Portfolio Servicing, Inc.

Esta carta contiene información importante concerniente a sus derechos. Por favor, traduzca esta carta. Nuestros representantes bilingües están a su disposición para contestar cualquier pregunta. Llamenos al numero 800-831-0118 y seleccione/marque la opción 2.

This information is intended for informational purposes only and is not considered an attempt to collect a debt.

00294864000067010100



Borrower Name: GIBBS, BARBARA

Property Address: 4257 MONTEREY DR

Loan Servicer: NATIONSTAR MORTGAGE LLC DBA MR. COOPER

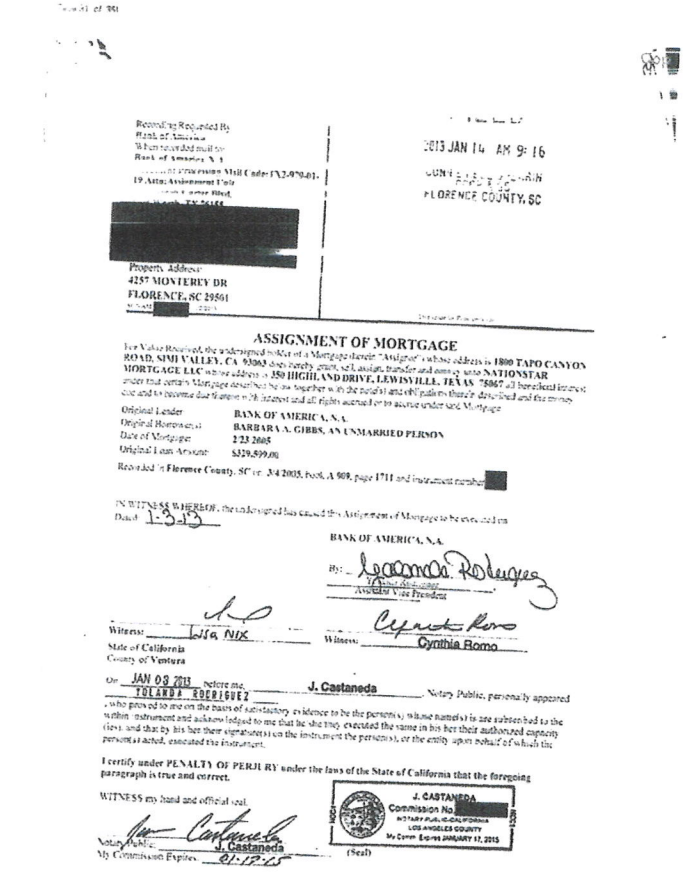
What to Do Next

Please reach out to your loan servicer, the company where you send your mortgage payments, to discuss options that may be available to
Their telephone number and mailing address should be listed on your monthly statement.

To have a productive conversation with your loan servicer, consider having a short description of your financial hardship ready (if applicat

If you are experiencing financial hardship directly or indirectly related to Coronavirus (COVID-19), mortgage relief options are available.

1 of 6



Recording Requested By
Bank of America
When recorded mail to:
Bank of America, N.A.
... Processing Mail Code: TX2-979-01-19 Attn: Assignment Unit
... Lyons Blvd.
... TX 75261
[redacted]

2013 JAN 14 AM 9:16
... CLERK OF COURT
FLORENCE COUNTY, SC

Property Address:
4257 MONTEREY DR
FLORENCE, SC 29501
MIN [redacted]

ASSIGNMENT OF MORTGAGE

For Value Received, the undersigned holder of a Mortgage (herein "Assignor") whose address is **1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063** does hereby grant, sell, assign, transfer and convey unto **NATIONSTAR MORTGAGE LLC** whose address is **350 HIGHLAND DRIVE, LEWISVILLE, TEXAS 75067** all beneficial interest under that certain Mortgage described below, together with the note(s) and other obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Mortgage.

Original Lender	**BANK OF AMERICA, N.A.**
Original Borrower(s)	**BARBARA A. GIBBS, AN UNMARRIED PERSON**
Date of Mortgage	**2/23/2005**
Original Loan Amount	**$329,599.00**

Recorded in **Florence County, SC** on 3/4/2005, Book A 909, page 1711 and instrument number [redacted]

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Mortgage to be executed on
Dated: 1-3-13

BANK OF AMERICA, N.A.

By: Yolanda Rodriguez
Yolanda Rodriguez
Assistant Vice President

Witness: Lisa NIX
Witness: Cynthia Romo

State of California
County of Ventura

On JAN 03 2013 before me, J. Castaneda, Notary Public, personally appeared YOLANDA RODRIGUEZ, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

J. CASTANEDA
Commission No. [redacted]
NOTARY PUBLIC-CALIFORNIA
LOS ANGELES COUNTY
My Comm. Expires JANUARY 17, 2015

Notary Public: J. Castaneda
My Commission Expires: 01-17-15
(Seal)

[redacted] [redacted]

Bank of America sued for $1 billion for defrauding Fannie Mae, Freddie Mac

GlobalPost

October 24, 2012 · 5:08 PM UTC

By **Talia Ralph**



Bank of America said on September 28, 2012, that it agreed to pay $2.43 billion to settle a lawsuit related to its acquisition of Merrill Lynch.

Credit: Spencer Platt

The settlement talks with Freddie aren't related to separate litigation filed by the FHFA in 2011 in which the agency is seeking more than $6 billion over allegedly misleading disclosures on some $57.5 billion in securities sold by Bank of America and two subsidiaries, Countrywide Financial and Merrill Lynch & Co, which were acquired by the bank in 2008.

Freddie had $1.4 billion in Bank of America repurchase demands as of Sept. 30, according to federal filings, the largest for any bank. That represented around 42% of all of Freddie's outstanding repurchase demands.

In January 2011, Bank of America agreed to a $1.35 billion settlement with Freddie, but that deal included only loans sold by Countrywide. Bank of America's $11.6 billion agreement with Fannie earlier this year included $6.7 billion in loan repurchases. That followed a smaller $1.5 billion deal with Fannie in 2011.

STATE OF GEORGIA *

* ss:

DEKALB COUNTY *

I, **M. EUGENE GIBBS**, do solemnly declare and affirm under the penalties of perjury the contents of the foregoing affidavit is true and correct to the best of my knowledge, information, and belief: This affidavit is made upon my personal knowledge, pursuant to 28 U.S. Code § 1746: this 27th day of May 2026.

1. The included affidavit is true and correct and supports the relief prayed for by Gibbs. AND Gibbs believes any further attempts at relief would not produce the desired outcome.

2. On December 6, 2025, Respondents sold Gibbs' $850,000 home at foreclosure. Respondents did so with full knowledge Freddie Mac owned Gibbs mortgage not Respondents. And because Gibbs refused to accept "Nigger Money" and ratify Respondents" crimes.

3. While visiting Hilton Head, SC, Dec. 5, 025, Gibbs experienced sever pain in his left hip that prevented Gibbs from walking more than a few feet.

4. From on or about December 8-29, 2025, Gibbs, went to Fayetteville, NC, and Duke University Hospital Spine Center, Durham, NC, to be evaluated by an orthopedic surgeon; an MRI revealed Gibbs has two (2) compressed back disks pressing on the sciatica nerve, misaligned vertebra, right knee and left hip replacement needed (Gibbs right hip replaced in 2013 and left knee replaced 2018).

5. The 4th Circuit Court denied Gibbs relief on January 13, 2026, wile Gibbs had Ms. Gibbs were in Greenville, SC, celebrating Ms. Gibbs' 83rd Birthday.

6. Thereafter Gibbs timely filed for review and review en banc.

7. Gibbs sought an alternative to surgery using the DRX9000 spinal decompression machine. First traveling from Florence, SC to Atlanta, GA, on January 24, 2026. Due to incorrect information Gibbs returned to South Carolina.

8. From January 26, 2026, to February 10, 2026, stayed at a hotel in Columbia, SC, undergoing decompression therapy at the CFC clinic – with little results.

9. On January 27, 2026, Gibbs presented his home purchase contract (Closing Date February 26, 2026) to Bank of America (BOA) requesting a VA loan.

10. On February 24, 2026, Respondents had the sheriff notify Gibbs that if Gibbs failed to vacate, Gibbs' possessions would be placed on the street.

11. On February 25, 2026, Gibbs discovered BOA had not submitted Gibbs' contract to the Veterans Administration to obtain the VA appraisal

12. On February 28, 2026. Gibbs had the last of his possessions removed from his home and moved into a hotel in Florence, SC, Gibbs became HOMELESS for 40 days and 40 nights.

13. Gibbs lived a hotel in Florence from February 28, 2026 to March 4, 2026; Stonecrest, GA, Mar 3-6; Biloxi, MS, 6-8; Lafayette, LA, Mar 9-10; Decatur, GA, 11-17; Conyers, GA, Mar 17 to Apr 6, 2026.

14. BOA still had not processed Gibbs' application after requiring Gibbs to submit and resubmit multiple documents and the March 13the Closing date was not met.

15. Gibbs was forced to pursue another mortgage company and Gibbs closed on his home on April 6, 2026.

16. Gibbs was quoted a $5,000 fee to store and move Gibbs' furniture – Gibbs was forced to pay more than $12,000. The last of Gibbs' furniture was delivered on or about April 29, 2026.

17. On or about May 13, 2026, Gibbs was able to see Dr. Marcus Polk (Pain Specialist), Atlanta, GA. Dr. Polk placed Gibbs in physical therapy and maintained Gibbs pain medications: Tizanidine HCL 4 MG, Quetiapine Fumarate 25 MG and Ibuprofen 800 MG.

18. On or about May 27,2026, for the first time, Gibbs began to junction without severe pain. Gibbs retrieved the 4th Circuit Court's Mandate and read said Mandate as the Court's judgment of January 13, 2026, having been withdrawn, was reentered the 3rd day of June 2026.

19. But for the Respondents illegal foreclosure of Gibbs home, Gibbs would have filed before the Court within days of the 4th Circuit Court denial of Gibbs petition for rehearing and rehearing en banc or at a minimum petitioned the Court for an extension.

20. *And, Gibbs being 80years-old and health crisis, even without Respondents rendering Gibbs HOMELESS for 40 days and 40 nights – without Respondents crimes,* ***infra*** *– would be sufficient to grant Gibbs requested relief.*

21. Respondents having full knowledge Bank of America sold Gibbs mortgage note to Freddie Mac (2012), Gibbs never missed a mortgage payment, that

Gibbs mortgage, Gibbs mortgage note did not contain an Acceleration Clause, Respondent never informed Gibbs of any missed payments as required by federal law, and Respondent did not offer Gibbs modification as required – filed a foreclosure suit (Oct. 2013) demanding the balance of $292,000 while failing to include months Gibbs was alleged to have failed to pay.

22. ***Freddie Mac owns debtor's mortgage note – not SPS as alleged in SPS's POC. Bank of America sold Gibbs mortgage note to Freddie Mac in 2012, without notice to Gibbs and thereafter (2013) executed an Assignment of Mortgage with Nationstar.***

23. In 2013, Respondents were only licensed in South Carolina as a SERVICER and could not own mortgage notes.

24 **PONZI SCHEME**: After Debtor qualified for mortgage modification under HAMP, that would have cost BOA $100,000 – reducing the value of Gibbs' mortgage from $292,000 to $192,000 – BOA sold Gibbs mortgage note to Freddie Mac for $300,000 (**defrauding Freddie Mac of $100,000**); without notice to Gibbs as required by law.

25. ***BOA then executed a fraudulent Assignment of Mortgage with Nationstar*** – certifying that Nationstar was the owner of Gibbs' mortgage note. Nationstar with full knowledge Gibbs never missed a mortgage payment, filed the illegal foreclosure, October 2013.

26. All money paid by Gibbs was withheld from Freddie Mac causing Freddie Mac to downgrade Gibbs' mortgage as non-performing (2012 – 2024); Freddie

Mac sold Gibbs' mortgage note to JP Morgan Chase, 2024: at all relevant times Nationstar certified to state and federal courts that Nationstar owned Gibbs mortgage note. Nationstar was fully aware BOA sold Gibbs mortgage note to Freddie Mac in 2012.

27. Nationstar and SPS divided $180,000 Gibbs paid to the courts. Thereafter, Chase purchased Gibbs' mortgage note from Freddie Mac for less than $100,000 with the stipulation that the modification be honored, Chase failed to do so and refused to provide Gibbs any information as to Gibbs mortgage note.

28. SPS, Chase, Nationstar and BOA, combined to demand Gibbs pay $615,000 to extort Gibbs into "ratifying" [t]heir FRAUD. The continuing criminal conspiracy allows BOA to keep $300,000 without modifying Gibbs' mortgage note as required by law; Nationstar and SPS split $180,000 defrauded through the court process; Chase gets to ignore the required modification and list the value of Debtor's mortgage as $615,000 as part of Chase's mortgage "pool" that inflates the "pool's" value: the real value being $0 to $45,000 rather than $615,000 – higher dividends are fraudulently "fueled" by defrauding Debtor, Gibbs, and 30 million Homeowners of $1.4 trillion, and defrauding the Treasury Department of $100 billion dollars by promising to keep foreclosures to a minimum – while filing illegal foreclosures.

M. Eugene Gibbs, Pro-se, Applicant
1988 Fairgreen Drive
Stone Mountain, GA 30087
(843) 610 0674
mgibbs70@aol.com