

# Auction

STATE OF NEW MEXICO COUNTY OF SANTA FE FIRST JUDICIAL DISTRICT COURT No. D-101-CV-2013-00911  
JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, Plaintiff, vs. ANN MARIE GALLOWAY A/K/A ANN M. GALLOWAY, AND THE UNKNOWN SPOUSE OF ANN MARIE GALLOWAY A/K/A ANN M. GALLOWAY, IF ANY, Defendants. NOTICE OF SALE NOTICE IS HEREBY GIVEN that on December 17, 2019, at the hour of 12:15 PM, the undersigned Special Master, will, at the Judge Steve Herrera Judicial Complex, at 225 Montezuma Ave, Santa Fe, New Mexico 87501, sell all of the rights, title, and interests of the above-named Defendants, in and to the hereinafter described real property to the highest bidder for cash. The property to be sold is located at 149 Candelario Street A-C, Santa Fe, New Mexico 87501-1597, and is more particularly described as follows: Tract 11, as shown on plat entitled "Consolidation Plat Northern Hemisphere Development Co.....", as shown on "Certificate Pursuant to Santa Fe, New Mexico, City Planning Department Land Subdivision Regulations...", filed in the Office of the County Clerk, Santa Fe County, New Mexico, on September 13, 1983, in Book 470, page 896, as Document No. 524,601, and resurveyed by Paul Armijo, recorded on April 30, 2001, in Plat Book 472, Pages 18-19, as Document No. 1154,025 including any improvements, fixtures, and attachments, such as, but not limited to, mobile homes (hereinafter the "Property"). If there is a conflict between the legal description and the street address, the legal description shall control. The foregoing sale will be made to satisfy an in rem foreclosure judgment rendered by this Court in the above-entitled and numbered cause on August 24, 2015, being an action to foreclose a mortgage on the Property. Plaintiff's in rem judgment is in the amount of \$492,890.23, and the same bears interest at the rate of 2.0000% per annum, accruing at the rate of \$27.01 per diem. The Court reserves entry of final in rem judgment for the amount due after foreclosure sale, including interest, costs, and fees as may be assessed by the Court. Plaintiff has the right to bid at the foregoing sale in an amount equal to its in rem judgment, and to submit its bid either verbally or in writing. Plaintiff may apply all or any part of its in rem judgment to the purchase price in lieu of cash. In accordance with the Court's decree, the proceeds of sale are to be applied first to the costs of sale, including the Special Master's fees, and then to satisfy the above-described in rem judgment, including interest, with any remaining balance to be paid unto the registry of the Court in order to satisfy any future adjudication of priority lienholders. NOTICE IS FURTHER GIVEN that in the event that the Property is not sooner redeemed, the undersigned Special Master will, as set forth above, offer for sale and sell the Property to the highest bidder for cash or equivalent, for the purpose of satisfying, in the adjudged order of priorities, the in rem judgment and decree of foreclosure described herein, together with any additional costs and attorney's fees, including the costs of advertisement and publication for the foregoing sale, and, reasonable receiver and Special Master's fees in an amount to be fixed by the Court. The amount of the in rem judgment due is \$492,890.23, plus interest to and including date of sale in the amount of \$42,216.63, for a total in rem judgment of \$535,106.86. The foregoing sale may be postponed and rescheduled at the discretion of the Special Master, and is subject to all taxes, utility liens and other restrictions and easements of record, and subject to a one (1) month right of redemption held by the Defendants upon entry of an order approving sale, and subject to the entry of an in rem order of the Court approving the terms and conditions of sale. Witness my hand this 6th day of November, 2019. /s/ David Washburn DAVID WASHBURN, Special Master 8100 Wyoming Blvd NE Suite M-4, Box 272 Albuquerque, NM 87113 Telephone: (505) 318-0300 E-mail: sales@nsi.legal Journal North: November 17, 24, December 1, 8, 2019

Annex: A



**UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF NEW MEXICO  
SANTA FE DIVISION**

**UNITED STATES OF AMERICA,  
*Ex rel* ANTONIO GUTIERREZ,**

**Plaintiffs,**

**vs.**

**CIVIL CASE NO. 03-1320 MV LFG**

**PERSONS HOLDING LICENSE TO  
PRACTICE LAW, et al.,**

**Defendants.**

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**MEMORANDUM OF LAW EXPOSING AND OPPOSING  
THE STATE OF ANARCHY IN THE STATE OF NW MEXICO**

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**MERE ASSIGNMENT** of a civil or criminal cause to a court is not sufficient to establish jurisdiction and does not automatically validate the court as duly constituted. To prove this fact, Rule 9, Fed. R. Civ. P. shall serve as a template to show the absence of several conditions precedent that must be satisfied before the Court can be declared duly constituted and able to render judgments.

Annex: B

1. Rule 9. Pleading special matters is stated in pertinent part as follows:

- a. Capacity. It is not necessary to aver the capacity of a party to sue or be sued or the authority of a party to sue or be sued in a representative capacity or the legal existence of an organized association of persons that is made a party, *except to the extent required to show the jurisdiction of the court. When a party desires to raise an issue as to the legal existence of . . . or the capacity . . . or the authority of a party to sue or be sued in a representative capacity, he shall do so by specific negative averment, which shall include such supporting particulars as are peculiarly within the pleader's knowledge.*
- c. Conditions precedent. *In pleading the performance . . . of conditions precedent, it is sufficient to aver generally that all conditions precedent have been performed or have occurred. A denial of performance . . . shall be made specifically and with particularity.*
- d. Official document or act. *In pleading . . . official act it is sufficient to aver that . . . the act done in compliance with law.*

e. Judgment. In pleading a judgment or decision of a domestic or foreign court, judicial or quasi-judicial tribunal or of a board or officer, it is sufficient to aver the judgment or decision without setting forth matter showing jurisdiction to render it. [Emphasis added]

#### **Challenge of the Jurisdiction of the Court by Exception pursuant to Rule 9a**

a. New Mexico judges are included as elected or appointed persons required to be covered by a faithful performance surety bond due to the definition of the word 'employee' found in NMSA 10-2-14C of the Surety Bond Act. See 10-2-13 to 18 NMSA 1978 generally and 14C specifically.

b. All public officers, including magistrate and district court judges, are required to be covered by faithful performance bonds-surety bonds- See 10-2-15. Surety Bond Coverage (1986) and See the 1987 Op. Att'y Gen. 87-42.

c. No public officer is authorized to discharge assigned duties until surety bond coverage is recorded. See 10-2-9 NMSA. Recording as Prerequisite to Discharging Duties of Office. (1893) and Note the requirement was established as an Act of Congress before the State of New Mexico came into existence and is now controlled by Section 4, Article XXII, Constitution of New Mexico.

d. The record of the surety bond must be recorded in a book entitled, 'Record of Official Bonds', 10-2-6 NMSA. *Id.* Section 4, Article XXII, Constitution of the State of New Mexico; and See 10-2-6 NMSA. Record of official bonds of state and district officers, (1893).

e. The Record of Official Bonds must be kept in the Office of the Secretary of State, (NMSA 10-2-7). *Id.* and See 10-2-7. Filing of bonds by officials of state and state agencies, (1905).

f. The Secretary of State will verify that there exist no Record of Official Bonds in that office. See attached letter dated February 6 in response to query about the Book of Official Bonds.

g. 10-2-9 NMSA. Recording as prerequisite to discharging duties of office, (1893) is quoted to verify for the Court's perusal that jurisdiction in cases within New Mexico does not lie therein and that all orders issued to date were null, void, and without legal effect at their inception pursuant

to Rule 1-060B(4): judgments were void since the assigned judge could not discharge assigned duties without a surety bond of record available for public scrutiny and therefore were powerless to tender any one of them. See *V.T.A., Inc. v. Airco, Inc.*, 597 F.2d 220, 224 (10<sup>th</sup> Cir.1979) for being void under Rule 1-060B(4) NMRA and *Orner v. Shalala*, 30 F.3d 1307, 1310 (10<sup>th</sup> Cir. 1994) for not being subject to any time limitation.

### **Conditions Precedent**

a. Rule 9c states in part the following:

In pleading the performance . . . of conditions precedent, it is sufficient to aver generally that all conditions precedent have been performed or have occurred. *A denial of performance . . . shall be made specifically and with particularity.* [Emphasis added.]

b. Sections 10-2-6, 7, and 9, NMSA have been used to demonstrate that certain conditions precedent were required and essential before a state public officer could perform assigned duties, and thereby no duties of New Mexico public officer could be discharged until surety bond coverage was of record in the Book of Official Bonds among those records required to be kept in the Office of the New Mexico Secretary of State, and that no such book of official bonds is available for public scrutiny in that office at this time. *Supra*.

### **Official Acts were not done in Compliance with Law**

a. Rule 9d states in part the following:

Official document or act. In pleading . . . official act it is sufficient to aver that . . . the act done in compliance with law.

b. No public officer in the State of New Mexico – be they governor, state legislator, state or municipal judge, or state, county, and municipal police officer-required to be covered by faithful performance surety bonds pursuant to NMSA 3-10-2, 10-1-13, and 10-2-14C, the latter containing the definition of ‘employee’, who hold office within the State of New Mexico and took an oath required by Section 1, Article XX, Constitution of New Mexico in exchange, upon entering office, for

the public trust is empowered to discharge any assigned duties until covered by surety bond.

c. New Mexico Laws of Chapters 3, 4, 8, and 10 pertaining to surety bond coverage which were valid in years 1892, 1893, 1903, 1905, and 1909 were Acts of Congress which could not be altered by the State of New Mexico under a commitment agreed to by the People of the Territory of New Mexico and memorialized in Sections 9 and 10 of Article XXI, Constitution of the State of New Mexico, otherwise known as the Enabling Act. Such Acts of Congress could not be altered without the approval of the Congress of the United States. Alterations of those Acts of Congress in Years 1939, 1967, 1975, and 1986 pertaining to surety bond coverage without congressional approval were null, void, and without legal effect at their inception as being repugnant to both constitutions. See *Marbury v. Madison*, 5 U.S. 137.

d. All orders rendered by any court to date and all laws enacted by the Legislature within the State of New Mexico by public officers who were not permitted to discharge assigned duties without surety bond coverage of record until the conditions precedent established by the Acts of Congress prior to statehood were satisfied or Congress, since statehood, approved of the alterations before they were put into effect. *Supra*, and see §§ 9 and 10, article XXI, New Mexico Constitution.

2. Two specific laws apply to this matter which are as follows:

a. 18 U.S.C. § 2383 to wit: Rebellion or insurrection

Whoever incites, sets on foot, assists, or engages in any rebellion or insurrection against the authority of the United States or the laws thereof, or gives aid or comfort thereto, shall be fined under this title or imprisoned not more than ten years, or both; and shall be incapable of holding any Office under the United States.

b. NMSA § 35-14-3. Judges; qualifications; bond; salary. (1961)

The qualifications of municipal judges, *bond required* and salary received *shall* be provided by ordinance of the municipality. [Emphasis added.]

c. No ordinance has ever been published by municipalities to establish the amount of the faithful performance surety bond required for municipal judges and none exists at this date.

3. The full impact and seriousness of the foregoing is the work product of those serving in positions repugnant to Article III, Constitution of New Mexico as state officers possessing the public trust as members of the Legislative Department who simultaneously hold licenses to practice law under authority of the Judicial Department, the Supreme Court of New Mexico. Their number in the Legislature permits them to hold chairmanship and member positions in committees vital to controlling the effect of legislation. See Article III. Consider their dilemma.

a. The requirement for the licensed attorneys in the legislature to be bonded while repudiating Article III of the New Mexico Constitution would become a most formidable barrier for a validated faithful performance bonding company with integrity to surmount. How could such a company bond any person for the unfaithful performance of duties which repudiate a provision of the New Mexico Constitution and do so with a bond for faithful performance. That is an oxymoron.

b. The solution, then, would be to bury that bonding requirement in the 1986 Surety Bond Act concealed in the definition of the word "employee" safe from ordinary scrutiny but sufficient to secure passage in the 1986 State Legislature. See if you can discover a specific statute among state laws which requires legislators and judges to be covered by faithful performance surety bonds without resorting to the definition of the word "employee".

b. After pondering the foregoing, see if you can understand that no licensed attorney could serve in the New Mexico Legislature after becoming known as a person who could not be covered with a faithful performance bond.

c. Still further, you might ponder whether the justices of the Supreme Court of New Mexico could create, publish, promulgate, implement and enforce rules for the advantage those with special privileges which *involuntarily* excludes most New Mexicans from the practice of law simply because they did not attend educational facilities with curriculums approved by the American Bar

Association, a private organization not under the control of the People of New Mexico or their elected representatives lawfully serving in the New Mexico Legislature.

e. Still further, you might ponder why the term “learned in the law” was deceptively removed from the New Mexico Constitution and replaced by ‘licensed attorney’ or ‘practiced law for a specified period of time’ as a condition precedent to entering office in referendum votes where the yes vote for passage would be assured by at least 8 percent in the first position on the ballot.

(1) Compare Sections 8 and 14, Article VI, Constitution of New Mexico active in Year 1983 with the same sections of the Year 2003 constitution.

(2) The 1983 constitution simply required supreme court justices and district court judges to be “learned in the law” and open to New Mexicans without regard to schools approved by the American Bar Association, an organization not under control of New Mexicans.

(3) The current constitution requires the judicial officers to have engaged in the unlawful ‘practice of law’ under authority of the unconstitutional legislative delegation of authority addressed in NMSA 36-2-1. See Section 25, Article IV, Constitution of New Mexico.

(4) It is important to know that the votes in referendum votes on constitutional amendments is first on every ballot guaranteeing an 8 percent favorable bias for passage; and that is the very reason retention votes for judges require a 57% favorable vote for retention.

d. Finally, consider the number of licensed attorneys holding positions in either house of the State Legislature and whether that number constitutes a block of swing votes on crucial legislation or drafted constitutional amendments beneficial to attorneys such as NMSA 36-1-2; to wit:

NMSA 36-2-1. The supreme court of the state of New Mexico shall, by rules promulgated from time to time, define and regulate the practice of law within the state of New Mexico. The supreme court shall cause such rules to be printed and distributed to all members of the bar, to applicants for admission and to all courts within the state of New Mexico and the same shall not become effective until thirty (30) days after the same shall have been made ready for

distribution and so distributed.

4. There remains the question concerning those holding federal office preconditioned upon holding a license to practice law under a system for the admission to practice law wherein those who created the system, both justices and legislators, could not perform any assigned duties of office without first being bonded with faithful performance bonds and evidence of that bond being a fact ascertainable by the public in the Book of Official Bonds located in the Office of the New Mexico Secretary of State during all times relevant.

**Wherefore,** none of those involved in the case captioned holding public office in New Mexico have been bonded with faithful performance surety bond coverage-not liability insurance; all laws enacted, court orders, administrative or judicial, evolving thereby were and shall be unlawful; any arrest or confiscation of real and personal property in accord with such orders were and shall be unlawful, any jury indictments, no matter how serious, were and shall be unlawful for lack of authority to render them, and any incarceration in accord with such orders, law enforcement or judicial, were and shall be false imprisonment; the net effect of those actions shall entitle the People of New Mexico's public treasury to a sum equal to twenty-five percent from the offender for the value of the judgment rendered unlawfully since first entering office and to the injured parties for restitution authorized in the New Mexico Constitution for the resulting liabilities, whoever that might be. The unlawfulness is currently pervasive, injurious, and uncontrollable statewide in violation of the New Mexico Tort Claims Act in general and NMSA 41-4-12 in particular where no assigned duties *within* the scope of authorized duties could be discharged by any public officer who was not covered by faithful performance bonds.

**Furthermore,** those federal officers, who entered office on deceptively holding a license to practice law as a condition precedent under authority of New Mexico Supreme Court Rules, defrauded the United States; since, those serving as justices could not discharge assigned duties



without being covered by faithful performance bonds and that fact being of record, they could not create such rules, and they could not license any person to practice law lawfully.

**Finally**, the State of Anarchy previously reported to the Court remains currently active in the face of all orders issued to date.

Respectfully submitted,

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Antonio Gutierrez, Plaintiff/Relator  
Post Office Box 9048  
Santa Fe, New Mexico 87504  
Phone: 505-455-7567

#### **CERTIFICATE OF SERVICE**

I certify that this Memorandum of Law Exposing and Opposing the State of Anarchy in the State of New Mexico was sent by first class U.S. Mail, postage prepaid, to Jay D. Majors, DOJ Trial Attorney, Civil Division, P.O. Box 261, Ben Franklin Station, Washington, D.C. 20044, this \_\_\_\_ day of May, 2004.

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Antonio Gutierrez

Ann M. Galloway  
149-B Candelario St,  
General Delivery  
Santa Fe, New Mexico [87501]

June 6, 2019

Certified mail 7016 3010 0000 6369 6392  
In Reference to: JPMORGAN CHASE BANK NA Account number 1991492188. Property  
149 Candelario St. ABC Santa Fe, NM 87501 Forclosure Case#101-2013-00911

Jamie Dimon CEO JPMORGAN CHASE Bank NA  
270 Park Avenue 39 Floor  
New York NY 10017 -2014

**Notice of Default**

Mr. Dimon,

On April 12, 2019 by Certified mail #7016 3010 0000 6369 6323 an Affidavit was sent giving the lender/beneficial twenty one days to respond with all replies certified, made under the penalty of perjury, guaranteeing that the response is true, correct, complete and not misleading. Owner, under the terms of the Mortgage Contract I, the homeowner, have the Right of Redemption so that I might know the true and correct redemption amount.

On May 13, 2019, giving more than sufficient time, Notice of Fault with added ten days-An opportunity to cure by Certified Mail # 7016 3010 0000 6369 6323 the Lender /Beneficial Owner failed to comply with Certified Copies and under the penalty of perjury, guaranteeing that the response is true, correct, complete and not misleading of a redemption amount ;

The Lender/Beneficial Owner also failed to provide an amount due as defined by the Mortgage Contract. The Mortgage Contract states that all payments to the lender are to be applied in the following manner:

“UNIFORM COVENANTS” Borrower and Lender covenant and agree as follows:

“2. Application of Payments or Proceeds. Except as otherwise described in this Section all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts

Annex: C



due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note. If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charges due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due..."

The Lender/Beneficial Owner also failed to provide ;1) the date on which my mortgage loan was sold by MORTGAGE STRATEGIES GROUP LLC. (MSG) 2) an exact accounting of all moneys recieved by MSG, from any and all parties which are required to be applied to my loan balance, up to the date that the Mortgage was sold, 3) the entity to whom MSG sold the loan, 4) and the date that the mortgage loan was sold and all verifiable proof of that sale.

The Lender/Beneficial Owner also failed to provide certified copies under the penalites of perjury of each successive purchaser of the Mortgage loan up to the present date. Yes, and again the Lender/Beneficial Owner failed to provide any replies under the penalty of perjury, certifying that the response is true, correct, complete and not misleading. The Lender/Beneficial Owner is in Default. Clearly, there is no Redemption amount owed given this lack of response.

All rights reserved 1-308

**NOTARY WITNESS**

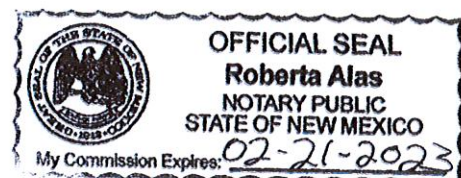
State of New Mexico)

)ss.

County of Santa Fe )

Today before me, a Commissioned Public Notary, visited by the woman known to me to be Ann Marie Galloway, while issuing this AFFIDAVIT- Refusal for just cause - affirmed testimony as shown before me this 7 day of June in the Year of our Lord Twenty-Nineteen in Witness whereof I set my Signature and Seal: \_\_\_\_\_

Public Notary \_\_\_\_\_  
CC. Attorney, Nancy S. Cusack, Esq. Hinkle Shanor LLP





Ann M. Galloway  
149-B Candelario St.  
General Delivery  
Santa Fe, New Mexico [87501]

Jamie Dimon CEO JPMORGAN CHASE BANK NA  
270 Park Avenue 39<sup>th</sup> Floor  
New York, New York 10017-2014

May 9, 2019 Certified Mail 7016 3010 0000 6369 6408

**NOTICE OF FAULT WITH ADDED TEN DAYS - AN OPPORTUNITY TO CURE**

Dear Mr. Dimon,

In reference to the April 12, 2019 certified mail #7016 3010 0000 6369 6323, as stated, all replies are required to be certified proving that the information is true, correct, complete and not misleading, made under the penalty of perjury in affidavit form from the lender.

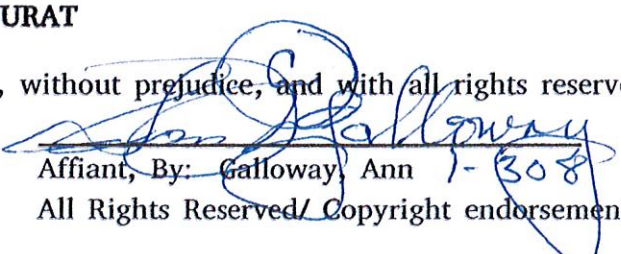
No such response was received from the lender. Failure to provide Ann Galloway, with certified documents proves that the information cannot be true, correct, complete and not misleading, not made under the penalty of perjury. As stated the information needs to be in affidavit form from the lender. Failure to supply this information is an admission that no money is due the lender.

As stated above, the Lender has 10 days to respond upon receipt of this notice with certified information. As a courtesy the certified UNIFIED COVENANT information is being sent again. Thank you in advance for providing this information to the lender.

Sincerely,  
Ann Galloway

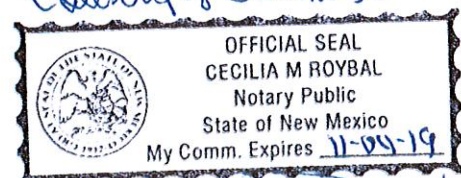
**JURAT**

Subscribed and sworn, upon penalty of perjury, without prejudice, and with all rights reserved:

  
Affiant, By: Galloway, Ann 1-308  
All Rights Reserved/ Copyright endorsement

On this day 13<sup>th</sup> of May, 2019 before me, a Notary Public did personally appear, Affiant, Galloway, Ann M with proper identification and known to me to be the woman subscribed above. She executed the same for the purposes therein contained and did attest to the truth of this affidavit with her oath and autograph In witness hereof, I hereunto set my hand and official seal See Below Notary Public Cecilia M. Roybal My commission expires: 11-04-2019

CC: Nancy S. Cusack Esq. P.O. Box 2068 SF, NM 87504



Ann M. Galloway  
149-B Candelario St,  
General Delivery  
Santa Fe, New Mexico [87501]

April 12, 2019

Certified mail 7016 3010 0000 6369 6323

In Reference to: JPMORGAN CHASE BANK NA Account number 1991492188.  
Property 149 Candelario St. ABC Santa Fe, NM 87501 Forclosure Case#101-2013-00911

Jamie Dimon CEO JPMORGAN CHASE Bank NA  
270 Park Avenue 39<sup>th</sup> Floor  
New York NY 10017 -2014

Mr. Dimon,

Under the terms of the Mortgage Contract I, the homeowner, have the Right of Redemption so that I might know the redemption amount.

I need to know the amount due the lender as defined by the Mortgage Contract. The Mortgage Contract states that all payments to the lender are to be applied in the following manner:

“UNIFORM COVENANTS” Borrower and Lender covenant and agree as follows:

“2. Application of Payments or Proceeds. Except as otherwise described in this Section all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note. If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charges due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists



after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due...”

As a result, I need to know; 1) the date on which my mortgage loan was sold by MORTGAGE STRATEGIES GROUP LLC. ( MSG)

2) an exact accounting of all moneys recieved by MSG, from any and all parties which are required to be applied to my loan balance, up to the date that the Mortgage was sold,

3) the entity to whom MSG sold the loan,

4) and the date that the mortgage loan was sold and all verifiable proof of that sale.

I need this for each successive purchaser of the Mortgage loan up to the present date.

All replies are required to be made under the penalty of perjury, certifying that the response is true, correct, complete and not misleading.

Twenty-one (21) days to submit your response is given.

### **Negative Averments**

Ann Galloway, Affiant CERTIFY and AFFIRM under Penalty of Perjury (28 USC § 1746) the following inquiry and statements of fact to be true and correct to the best of my knowledge. Within the age of maturity, and of sound mind Affiant attests that this document is the truth and nothing but the truth, not misleading, according to my knowlege, experience and research.

Affiant has not seen any material evidence that JPMORGAN CHASE BANK NA has not committed fraud given the fact that the New York law states that transfers to a trust after the closing date of the trust are void. *N. Y. Estates, Trusts and Powers Law §§ 7-1.18, 7-2.4. Glaski v. Bank of America, N.A., 218 cal. Rptr.4 1079 (2013). See also, Saldivar v. JPMorgan Chase, 2013 WL 2452699 (Bky. SD Tex. 6/5/13) (holding that trustee mortgagee's position is void if notes and assignments of mortgage not delivered within 90 day of closing of trust); Wells Fargo v. Erobobo, 2013 WL 1831799 (NY Slip Op. 4/29/13) (holding that NY trust law governs securitization and that Notes and Assignments of Mortgage must be physically delivered to trustee within 90 days of closing for trustee to have claim of ownership).*

Further, the Internal Revenue Code provides for 100 percent tax penalties for transfers to the trust after the closing date. Therefore, if JP MORGAN CHASE BANK NA (JPM) cannot show physical receipt of the note and mortgage, its claim to my home is void.



Therefore similarly, if the only evidence of ownership is a document executed after July 30, 2007 given 90 days, its claim is void. Enclosed is an example of such a document. It is an Assignment of Mortgage executed on 2/27/2013 by Michael T. Wolf without disclosure of being a JPM employee. It was executed more than six years after the alleged FANNIE MAE REMIC TRUST Series 2007-82 closed. The Assignment of Mortgage is patently fraudulent these reasons. Every fraudulent securitized mortgage foreclosure has this same nondisclosure; JPM has paid billion due to their fraudulent involvement in this tax evasion and criminal process. Affiant, therefore, believes no documents to the contrary exists and has for over six (6) years demanded strict proof thereof.

Affiant, Ann Galloway has not seen any material evidence that the alleged colored printed Promissory Note displayed by Larry J. Montano was not an altered color copy falsely claimed to be original. This fact was documented by affidavit RP: 905, 907-8, 1064, 1471, 1473, 1476, 1477, 1484, 1507, 1510, 1516, 1530-1, 1534.

Upon Affiant's research, information and belief a promissory note falls under UCC Article 3 as a negotiable instrument; however, once it is endorse and securitized, it falls under UCC Articles 8 and 9 as a security. Affiant has seen no evidence that JPM has not illegally sold Defendant's Promissory Note as an un-registered security, a SEC violation. Affiant believes that no information to the contrary exists and has demanded, for years strict proof thereof.

Upon Affiant's research, information and belief, Under the U.S. Securities Laws, specifically The Securities Act of 1933, the mere offer to sell a security – unless there is an effective registration statement on file with the SEC for the offer – can be a felony subjecting the offer to a five-year federal prison term. See the Securities Act of 1933, Section 5(c) Sales and deliveries after sale of unregistered securities is unlawful (Section 5(a)) as is failure to deliver a prospectus (Section 5(b)). The selling of un-registered securities is an automatic Right of Rescission of the original contract. Affiant believes no information to the contrary exists and has demanded, for years strict proof thereof.

Upon Affiant's research, information and belief, Ann Galloway has not seen any admissible evidence that JPM has not also violated 18 USC § 472: Whoever, with intent to defraud, passes, utters, publishes, or sells, or attempts to pass, utter, publish, or sell, or with like intent brings into the United States or keeps in possession or conceals any falsely made, forged, counterfeited, or altered obligation or other security of the United States, shall be fined under this title or imprisoned not more than 20 years, or both. Affiant believes the no information to the contrary exists and has demanded for years strict proof thereof.

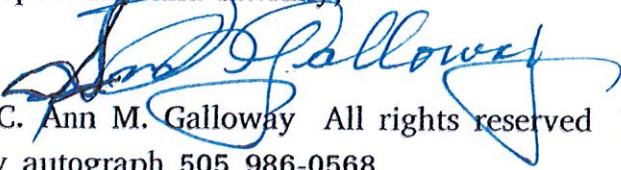
Affiant has not seen or heard any material evidence that Jamie Dimon, Francis Mathew and all judges involved both the court of Appeal and the New Mexico Supreme Court



are not subject to these criminal act and are also in violation section UCC 3-302 (c), for supporting JPM in this criminal action falsely claiming to be a holder in due course: "... a person does not acquire rights of a holder in due course of an instrument taken by legal process or by purchase in an execution." Further, under the tenets of UCC 8-102, 3-103(7), 3-105 and 3-106(d) Defendant is the actual holder in due course of the original Promissory Note, not FANNIE MAE, JPM, or any other servicing agent.

The funding source very implicitly belongs to the signer/maker of the Promissory Note (now security), which is Ann Galloway the signer.

Respectfully and lawfully,

 4/12/2019  
V.C. Ann M. Galloway All rights reserved You are not allowed or authorized to sell  
my autograph 505 986-0568

ameg.2222@outlook.com

NOTARY

In the State of New Mexico County of Santa Fe, on this 12 day of  
April 2019, before me, Mariah Watkins, the  
undersigned Notary Public. Affiant, Ann Galloway personally appeared, Affiant, before  
me, known to be a living (wo)man described herein, who executed the forgoing in  
instrument, and has sworn before me that she executed the same of her free-will act  
and deed.

CC. Attorney, Nancy S. Cusack, Esq.  
Hinkle Shanor LLP  
P.O. Box 2068





OFFICIAL SEAL  
MARIAH WATKINS  
NOTARY PUBLIC - STATE OF NEW MEXICO  
My Commission Expires 11/20/2021

Santa Fe, NM 87504 Attorneys for Plaintiff-Appellee JPMorgan Chase Bank, N.A.

**ANN M. GALLOWAY**  
**149 Candelario St., Santa Fe, New Mexico 87501**

**TILA Rescission/Cancellation Letter**

***Sent by 1<sup>st</sup> class certified mail to the following on this date April 21, 2015***

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., aka MERS  
1818 Library Street or 1118th Ave, Reston, VA 20190 Certified# 7013 1710 0001 1192 4387

Jamie Dimon Individually, CEO JPMORGAN CHASE BANK, NA  
270 Park Avenue 39th Floor, New York, NY 10017-2014 Certified # 1713 1710 0001 1192 4394

FEDERAL NATIONAL MORTGAGE ASSOCIATION (FANNIE MAE)  
3900 Wisconsin Avenue NW, Washington, DC, 20016 Certified #7013 1710 0001 1192 4400

**Re: Ann M. Galloway Note Loan #3743823/ MIN 100116250003743823-2**

**Property: 149 Candelario St., A,B,C Santa Fe, NM 87501**

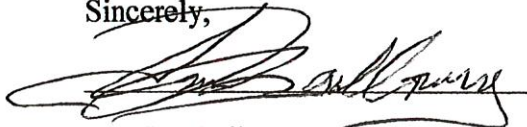
To Whom It May Concern:

Pursuant to the provisions of the Truth and Lending Act ("TILA"), 15 U.S.C. Section 1635(f), the above-captioned homeowner hereby rescinds the above-referenced loan, due to violations of TILA, including, but not limited to, the unlawful failure to give timely and proper notices required under TILA.

The above named have committed numerous violations, one of which is as follows[See attached MIN Report], - Fraud in the Inducement- Mortgage Strategies Group LLC. is claimed to be the lender on the Note and Mortgage. The MIN Summary in contrast names AmTrust Bank as the Lender and Servicer not Mortgage Strategies Group LLC. who went out of business in 2007 The loan was never consummated. Ann Galloway does not know who the lender is. JPMorgan Chase Bank NA (Chase)falsely claims to be a Creditor, Servicer and a Holder in Due Course but provides no material evidence of being a party of interest. Chase has not disclosed the name of the lender and/or the Trust.

This rescission is based on the provisions of TILA, including, but not limited to, 15 U.S.C. Section 1635(a) and 12 C.F.R. Section 226.23(b)(5) and 15 U.S.C. Section 1639(a), 15 U.S.C. Section 1639(b)(2)(A), or other applicable provisions of TILA.

Sincerely,

  
Ann M. Galloway

  
Annex: D.1

SFC CLERK RECORDED 08/06/2015





# UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS

A. NAME & PHONE OF CONTACT AT FILER (optional)  
Ann Marie Galloway

B. E-MAIL CONTACT AT FILER (optional)  
ameg.2222@outlook.com

C. SEND ACKNOWLEDGMENT TO: (Name and Address)

Ann Marie Galloway  
149-B Candelario St  
Santa Fe, NM 87501

COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

FINANCIAL STATEMENT  
PAGES: 25

I Hereby Certify That This Instrument Was Filed for  
Record On The 6TH Day Of November, 2018 at 04:13:08 PM  
And Was Duly Recorded as Instrument # 1872159  
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Geraldine Salazar  
Deputy Veronica Duran County Clerk, Santa Fe,

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S NAME: Provide only one Debtor name (1a or 1b) (use exact full name, do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 1b, leave all of item 1 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

1a ORGANIZATION'S NAME JPMorgan Chase Bank NA			
OR	1b INDIVIDUAL'S SURNAME Jamie Dimon		
FIRST PERSONAL NAME Jamie		ADDITIONAL NAME(S)/INITIAL(S) CEO	
SUFFIX Mr.			
1c MAILING ADDRESS 270 Park Ave 39th floor		CITY New York	STATE NY
		POSTAL CODE 10017-2014	COUNTRY USA

2. DEBTOR'S NAME: Provide only one Debtor name (2a or 2b) (use exact full name, do not omit, modify, or abbreviate any part of the Debtor's name). If any part of the Individual Debtor's name will not fit in line 2b, leave all of item 2 blank, check here ☐ and provide the Individual Debtor information in item 10 of the Financing Statement Addendum (Form UCC1Ad).

2a ORGANIZATION'S NAME JPMorgan Chase Bank NA			
OR	2b INDIVIDUAL'S SURNAME Brian McWhorter		
FIRST PERSONAL NAME Brian		ADDITIONAL NAME(S)/INITIAL(S) Sr. VP	
SUFFIX Mr.			
2c MAILING ADDRESS 1111 Polaris PKY Floor 1 A OH-0149		CITY Columbus	STATE OH
		POSTAL CODE 43240	COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of ASSIGNEE of ASSIGNOR SECURED PARTY): Provide only one Secured Party name (3a or 3b)

3a ORGANIZATION'S NAME			
OR	3b INDIVIDUAL'S SURNAME Ann-Marie Galloway		
FIRST PERSONAL NAME Ann		ADDITIONAL NAME(S)/INITIAL(S)	
SUFFIX Ms.			
3c MAILING ADDRESS 149-B Candelario St.		CITY Santa Fe	STATE NM
		POSTAL CODE 87501	COUNTRY USA

4. COLLATERAL: This financing statement covers the following collateral:

Case No: 1991492188 Jamie Dimon-CEO JP MORGAN CHASE BANK NA (JPM) and Francis Mathew-judge FIRST JUDICIAL COURT aided and abetted criminal activity, Failed to rebut factual affidavits/Default Judgment and Declaration of Liability-Recorded LAMAR COUNTY GA SUPERIOR COURT, FILED & RECORDED SEP 20,2018 AT 10:13 AM BPA BOOK 90 PAGES (p.) p. 327-80, extortion p.419, alteration of documents . pg.117-20 Violation of International copyright p.121-26, forged an Assignment of Mortgage- Michael T. Wolf falsely claiming to be an employee of MERS but employed by JPM, recorded Santa Fe County Clerk 3.25.13 , 11:48 AM # 1700370 Identity theft, Extorted \$521,000.-failed to pay off investors in dishonor. p. 419-22. Failed to provide entitlement. Misrepresentation: JPM claimed to be a Mortgagee & Holder in Due Course. Material evidence proved this to be false, JPM was forced into admission "NOT a mortgagee". Holder in Due course was also challenged- altered color copy documents with unattached papers. Ann Galloway challenged this fraudulent misrepresentation with affidavits, they were un rebutted and missing from the file and did not go to court of appeals. Ann M. Galloway is severely injured, financially and denied life, liberty, and the pursuit of happiness. Having to file paper while her partner was neglected and died. Jamie Diman and Francis Mathew given their theft and corruptions caused the death of my beloved Luke Allmond.

Annex D.3

5. Check only if applicable and check only one box. Collateral is ☐ held in a Trust (see UCC1Ad item 17 and Instructions) ☐ being administered by a Decedent's Personal Representative

6a. Check only if applicable and check only one box

☐ Public-Finance Transaction ☐ Manufactured-Home Transaction ☐ A Debtor is a Transmitting Utility

6b. Check only if applicable and check only one box

☐ Agricultural Lien ☐ Non-UCC Filing

7. ALTERNATIVE DESIGNATION (if applicable) ☐ Lessee/Lessor ☐ Consignee/Consignor ☐ Seller/Buyer ☐ Bailee/Bailor ☐ Licensee/Licensor

8. OPTIONAL FILER REFERENCE DATA:

This references Document number 37116960002 filing number 13-73537935 file date: 03.28.2013 23:36 on web image generated

International Association of Commercial Administrators (IACA)



# ACKNOWLEDGMENT

Grant of Exclusive Power of Attorney to conduct all  
tax, business, and legal affairs of principal person.

## POWER OF ATTORNEY

1) ANN MARIE GALLOWAY A/K/A ANN MARIE OLSOWY, 149 CANDELARIO ST, SANTA FE, NM 87501, does hereby appoint, Ann-Marie: Galloway, Secured Party Creditor, c/o 149 Candelario Street, Santa Fe, New Mexico state [87501] as my Private attorney in fact, to take exclusive charge of, manage, and conduct all of my tax, business and legal affairs, and for such purpose to act for me in my name and place, without limitation on the powers necessary to carry out this exclusive purpose of attorney in fact as authorized:

- (A) To take possession of, hold, and manage my real estate and all other property;
- (B) To receive money or property paid or delivered to me from any source;
- (C) To deposit funds in, make withdrawals from, or sign checks or drafts against any account standing in my name individually or jointly in any bank or other depository, to cash coupons, bonds, or certificates of deposits to endorse checks, notes or other documents in my name; to have access to, and place items in or remove them from, any safety deposit box standing in my name individually, and otherwise to conduct bank transactions or business for me in my name;
- (D) To pay my just debts and expenses, including reasonable expenses incurred by my attorney in fact, Ann-Marie: Galloway, in exercising this exclusive power of attorney;
- (E) To retain any investments, invest, and to invest in stock, bonds or other securities, or in real estate or other property;
- (F) To give general and special proxies or exercise rights of conversion or rights with respect to shares or securities, to deposit shares or securities with, or transfer them to protective committees or similar bodies, to join in any reorganization and pay assessments or subscriptions called for in connection with shares or securities.
- (G) To sell, exchange, lease, give options, and make contracts concerning real estate or other property for such considerations and on such terms as my attorney in fact Ann-Marie: Galloway, may consider prudent;
- (H) To improve or develop real estate, to construct, alter, or repair building structures and appurtenances or real estate; to settle boundary lines, easements, and other rights with respect to real estate; to plant, cultivate, harvest, and sell or otherwise dispose of crops and timber, and do all things necessary or appropriate to good husbandry;
- (I) To provide for the use, maintenance, repair, security, or storage of my tangible property;
- (J) To purchase and maintain such policies of insurance against liability, fire, casualty, or other risks
- (K) To make appointments, handle/settle all legal matters and the like, as my attorney in fact, Ann-Marie: Galloway may consider prudent;

2) The Creditor Ann-Marie: Galloway named herein and on the Form UCC-1 and Security Agreement filed with the Secretary of State, is authorized by law to act for and in control of the DEBTOR, ANN MARIE GALLOWAY, or any derivative thereof, in addition, through the exclusive power of attorney to contract for all business and legal affairs of the principal person, ANN MARIE GALLOWAY, DEBTOR. The Creditor, Ann-Marie: Galloway, is in no way to be misconstrued or considered as a surety for the Debtor, and does NOT consent to any such presumptions.

3) The term "exclusive" shall be construed to mean that while these powers of attorney are in force, only my attorney in fact may obligate me in these matters, and I forfeit the capacity to obligate myself with regard to same. This grant of Exclusive Power is Irrevocable during the lifetime of the Ann-Marie: Galloway;  
Executed and sealed by the voluntary act of my own hand, this 6 day of June 2012.

Acceptance:  
ANN MARIE GALLOWAY  
GRANTOR

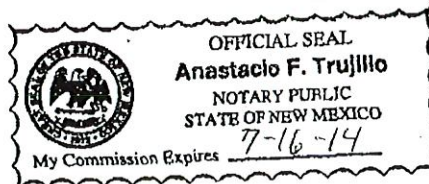
By: [Signature]  
I, the above-named exclusive attorney-in fact,  
do hereby accept the fiduciary interest of the  
herein-named Debtor-Grantor and will execute the  
herein-granted power-of-attorney with due diligence.

## ACKNOWLEDGEMENT

County of Santa Fe, New Mexico state } Scilicet

SUBSCRIBED TO AND SWORN before me this 6<sup>th</sup> day of June, 2012, a Notary, that Ann-Marie: Galloway, personally came, and known or proved to me to be the woman whose name subscribed to the within instrument and acknowledged to be the same.

[Signature] Seal:  
Notary Public  
My Commission Expires July 16, 2014



Annex: D.2

33555560003

RECORDED & INDEXED  
JUN 10 2012  
SANTA FE, NM

# NOTICE OF DEFAULT

Date: May 1, 2013

Notice By:  
Ann-Marie Galloway  
c/o 149 Candelario Street  
Santa Fe, New Mexico [ 87501 ]

Notice For:  
Brian McWhorter, D/B/A Senior Vice President  
CHASE  
1111 POLARIS PKY  
FLOOR 1 A OH-0149  
COLUMBUS, OH 43240

Via: USPS Certified Mail No.: 7012 1640 0001 6380 9911

Re: Promissory Note No.: AMG1002, Recorded in the Records of Santa Fe County, Santa Fe  
New Mexico, as Instrument # 1700343

## VERIFICATION

Santa Fe county	)	Verified Declaration
	) S.S.	
New Mexico state	)	

I, Ann-Marie Galloway, Declarant, on my own unlimited commercial liability, proceeding in good faith, being of sound mind state that the facts contained herein are true, correct, and complete, and not misleading, the truth, the whole truth, and nothing but the truth, to the best of my firsthand knowledge and understanding.

## STATEMENT OF FACTS

1. On or about April 26, 2013, Brian McWhorter, Senior Vice President of CHASE, received service of "Notice of Fault and Opportunity to Cure", which allowed for an additional three (3) days to cure the fault created by his Non-Response/Non-Performance to the presentment of Promissory Note #AMG1002.
2. Brian McWhorter, as of April 30<sup>th</sup>, 2013, has not responded to the Notice of Fault and Opportunity to Cure, nor effected the remedy.
3. Brian McWhorter, Senior Vice President of CHASE, is in default.

By the terms and conditions of the Verified Notice of Tender of Payment and Notice of Fault, you, Brian McWhorter, Senior Vice President of CHASE, appointed as Fiduciary Trustee, were under obligation to timely and in good faith respond and/or perform the discharge to settle all obligations concerning the matter of "CHASE MORTGAGE/ACCOUNT NO: 1991492188". Your failure to do so is a dishonor and places you in default.

By your default, you are now deemed to have admitted, through *tacit procuracion*, that this matter has been fully discharged, settled, and satisfied by/with Promissory Note # AMG1002.

This matter is now *stare decisis* and *res judicata*, and Brian McWhorter, Senior Vice President of CHASE is now in estoppel concerning CHASE MORTGAGE/ACCOUNT NO: 1991492188 by the failure to respond and/or perform.

Certification of Default, Refusal by Non-Response/Non-Performance, will now be issued and publicly recorded accordingly.

Any further attempts to dishonorably pursue and/or collect said debt/obligation, will subject Brian McWhorter, Senior Vice President of CHASE, to suit for libel.

County of Santa Fe }  
 } ss  
State of New Mexico }

IN TESTIMONY of the above, I have signed my name and attached my seal:

By Ann-Marie Galloway  
Ann-Marie Galloway, Declarant

rt thumb print

I Gary A. Weidner, a duly commissioned Notary Public in the State of New Mexico, sign my name and attach my seal as witness for Ann-Marie Galloway, a woman personally known to me, IN TESTIMONY of the above Notice of Default:

WITNESS my signature and Official Seal, on this 1st day of May, 2013.

Gary A. Weidner Seal  
Notary Public



OFFICIAL SEAL  
GARY A. WEIDNER  
NOTARY PUBLIC STATE OF NEW MEXICO  
My Commission Expires 12/13

**Memorandum of Law**

UCC § 3-603 (b), and the the NEW MEXICO CODE - Section 55-3-603 (b) - If tender of payment of an obligation to pay an instrument is made to a person entitled to enforce the instrument and the tender is refused, there is discharge, to the extent of the amount of the tender, of the obligation of an indorser or accommodation party having a right of recourse with respect to the obligation to which the tender relates.



COUNTY OF SANTA FE }  
STATE OF NEW MEXICO } ss

NOTICE OF DEFAULT  
PAGES: 2

I Hereby Certify That This Instrument Was Filed for Record On The 1st Day Of May, 2013 at 02:12:39 PM and Was Duly Recorded as Instrument # 1784220 Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Geraldine Salazar  
Deputy County Clerk, Santa Fe, NM

**CERTIFICATION OF DEFAULT  
REFUSAL BY NON-RESPONSE / NON-PERFORMANCE**

Santa Fe County

New Mexico state

**PRESENTMENT** Be it known, that, the person signing below, a duly empowered Notary Public, at the request

of Ann-Marie Galloway In care of 149 Candalaria Street, Santa Fe, New Mexico 87501  
Client Address

1. did duly present on April 2, 2013 the attached (Certified and Court Recorded at inst no: 1708843)  
Promissory Note No: AMG1002 in the amount of \$521,000.00 dated March 28, 2013

to Brian McWhorter, D/B/A Senior Vice President CHASE, 1111 POLARIS PKY, FLOOR 1A OH-0149, COLUMBUS, OH 43240  
Respondent(s)

signed by Ann-Marie Galloway requesting to discharge, settle and close CHASE MORTGAGE/ACCOUNT NO: 1091492188  
the time limit having elapsed for rebuttal or acceptance thereof, which was refused by non-response/non-performance; and

2. did witness presentment of the attached NOTICE OF FAULT AND OPPORTUNITY TO CURE which was received on April 28, 2013

by Brian McWhorter, D/B/A Senior Vice President CHASE, 1111 POLARIS PKY, FLOOR 1A OH-0149, COLUMBUS, OH 43240  
Respondent(s)

signed by Ann-Marie Galloway granting an additional three (3) days to cure the Fault  
the time limit having elapsed for rebuttal or acceptance thereof, which was Refused by non-response/non-performance.

**DEFAULT** Whereupon, the Notary Public signing below, for the reason Refused by non-response/non-performance, does publicly and solemnly certify the DEFAULT as against all parties it may concern for liability equivalent to all costs, damages and interest incurred, or hereafter incurred, by reason of Refusal by non-response/non-performance thereof and stipulations therein.

**NOTICE** The undersigned Notary Public, certifies that on May 1, 2013 Notice of Default was sent to the party noted below by depositing in a depository of the United States Postal Service within the State indicated herein a sealed envelope containing said Notices(s) directed to the respective person(s) or entity(ies) at the last known corresponding address noted below:

NAME	ADDRESS
<u>Brian McWhorter, D/B/A Senior Vice President</u>	<u>1111 POLARIS PKY</u>
<u>CHASE</u>	<u>FLOOR 1A OH-0149</u>
	<u>COLUMBUS, OH 43240</u>

IN TESTIMONY of the above, I have signed my name and attached my official seal

Notary Public

My commission expires: 7/5/13

Today's Date May 1, 2013



OFFICIAL SEAL  
GARY A. WEIDNER  
NOTARY PUBLIC STATE OF NEW MEXICO  
My Commission Expires: 7/5/13

**CERTIFICATION OF DUE PRESENTMENT OF NOTICES**

**Date of Presentment:** April 2, 2013  
**Notice Presented:** Affidavit of Notary Presentment of "Verified Notice of Tender of Payment" by (Court Recorded and Certified) Promissory Note No: AMG1002 in the amount of: \$521,000.00 for "CHASE MORTGAGE/ACCOUNT NO: 1091492188". & CA UCC-3 Assignment of the same.  
**Notary's Certification:** The above-noted party was presented notice to protest mode of Tender, or to serve notice that the debt / obligation has been discharged and extinguished within ten (10) days of postmark, the time having elapsed for response thereof.

**Date of Presentment:** April 28, 2013  
**Notice Presented:** Presentment of "NOTICE OF FAULT AND OPPORTUNITY TO CURE"  
**Notary's Certification:** The above-noted party was presented notice that certification of non-response or default within three (3) days of postmark would comprise their acceptance of the facts set forth within the instruments, the time having elapsed for response thereof.

000231



COUNTY OF SANTA FE )  
STATE OF NEW MEXICO ) ss

CERTIFICATE  
PAGES: 2

I Hereby Certify That This Instrument Was Filed for  
Record On The 1ST Day Of May, 2013 at 02:12:40 PM  
and Was Duly Recorded as Instrument # 1704221  
Of The Records Of Santa Fe County

Witness My Hand And Seal Of Office  
Geraldine Salazar  
Deputy County Clerk, Santa Fe, NM

000232



Loan Number 4000000000

agent for such holder or owner, or its successor in interest, and has full power and authority to bind itself and such holder and owner to the terms of this modification.

[Space Below This Line For Borrower Acknowledgement]

Borrower ANN M GALLOWAY

Date: 5-5-10

[Space Below This Line For Corporate Acknowledgement]

**CHASE HOME FINANCE LLC**

Lender

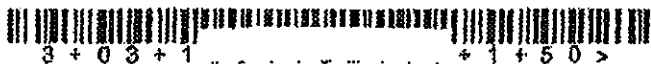
By: [Signature]

Date: 5-17-10

Mortgage Electronic Registration Systems, Inc. -- Nominee For Lender

By: [Signature]

Date: 5-17-10



000293

Chase Home Finance LLC (FL8-7734)  
PO BOX 44090  
Jacksonville, FL 32231-4090



March 05, 2011



6-748-84842-0032252-007-2-010-000-000-000

ANN M GALLOWAY  
149 CANDELARIO ST  
SANTA FE NM 87501-1597

EXHIBIT C.

**Acceleration Warning (Notice of Intent to Foreclose)**  
Account: 1991492188 (the "Loan")  
Property Address: 149 CANDELARIO  
SANTA FE, NM 87501 (the "Property")

Dear Mortgagor(s):

Under the terms of the Mortgage or Deed of Trust ("Security Instrument") securing your Loan, Chase Home Finance LLC ("Chase") hereby notifies you of the following:

1. You are in default because you have failed to pay the required monthly installments commencing with the payment due 02/01/2011.
2. As of 03/05/2011, total monthly payments (including principal, interest, and escrow if applicable), late fees, NSF fees, and other fees and advances due under the terms of your loan documents in the total amount of \$3,067.31 are past due. This past-due amount is itemized below. If applicable, your account may have additional escrow amounts that have been paid out and are due on the Loan. If you have any questions about the amounts detailed below, please contact us as soon as possible at (800) 848-9380.

Total Monthly Payments	\$2,932.44
Late Fees	\$56.87
NSF Fees	\$0.00
Other Fees & Advances*	\$78.00
Amount Held in Suspense	\$0.00

*\*Other Fees and Advances include those amounts allowed by your Note and Security Instrument. If you need additional information regarding the fees, please contact us at the number provided below.*

You may be responsible for paying late fees, inspections, and Broker's Price Opinion (BPO) fees that become due from the date of this letter through the expiration date set forth in Paragraph 3 below. If your next scheduled payment is made after its due date, you may incur an additional late fee of \$56.87. However, this amount will not change the amount needed to cure the default pursuant to this letter.

000325

If you have any questions, please contact us at (800) 848-9380 as soon as possible.

Sincerely,

Chase  
(800) 848-9380  
(800) 582-0542 TDD / Text Telephone  
www.chase.com

Enclosure

- Federal Trade Commission Pamphlet

**CERTIFIED MAIL: Return Receipt Requested and First Class Mail**

**An important reminder for all our customers: As stated in the "Questions and Answers for Borrowers about the Homeowner Affordability and Stability Plan" distributed by the Obama Administration, "Borrowers should beware of any organization that attempts to charge a fee for housing counseling or modification of a delinquent loan, especially if they require a fee in advance." Loan modification scams should be reported to [PreventLoanScams.org](http://PreventLoanScams.org), or by calling (888) 995-HOPE. Chase offers loan modification assistance free of charge (i.e., no modification fee required). Please call us immediately at (800) 848-9380 to discuss your options. The longer you delay the fewer options you may have.**

**Chase is a debt collector.**

**If you are represented by an attorney, please refer this letter to your attorney and provide us with the attorney's name, address, and telephone number.**

**To the extent your original obligation was discharged, or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.**

BR031

000326

IN THE UNITED STATES BANKRUPTCY COURT  
DISTRICT OF NEW MEXICO

In re:

Ann Marie Galloway,

Debtor(s).

Case No. 11-11496-s7.

**NOTICE OF APPEARANCE**

COMES NOW, LeNatria Holly Jurist of CASTLE STAWIARSKI, LLC and enters her appearance under Fed. R. Bankr. P. 9010 (b) for the Creditor, JP Morgan Chase Bank, National Association regarding the property located at 149 Candelario Street A-C, Santa Fe, NM 87501-1597.

Respectfully Submitted By:  
CASTLE STAWIARSKI, LLC

/s/ LeNatria Holly Jurist electronically filed  
LeNatria Holly Jurist  
Attorney for Creditor  
Castle Stawiariski, LLC  
20 First Plaza NW, Suite 602  
Albuquerque, NM 87102  
Telephone: (505) 848-9500  
Fax: (505) 848-9516

**CERTIFICATE OF MAILING**

In accordance with NM LBR 9036-1 and Fed. R. Civ. P. 5(b)(2)(E), this certifies that service of the foregoing document was made this July 28, 2011, via the notice transmission facilities of the case management and electronic filing system of the Bankruptcy Court, on

United States Trustee  
ustpreion20.aq.ecf@usdoj.gov

Trustee  
Yvette Gonzales  
yjgllc@yahoo.com

I certify that on July 28, 2011, I mailed a copy of this pleading to all parties listed below:

Debtor  
Ann Marie Galloway  
149 Candelario St.  
Santa Fe, NM 87501-1597

Exhibit: C.2

/s/ LeNatria Holly Jurist

NM11-01040\_BK01

Case 11-11496-s7 Doc 24 Filed 07/28/11 Entered 07/28/11 10:58:38 Page 1 of 1

000329

STATE OF NEW MEXICO  
COUNTY OF SANTA FE  
FIRST JUDICIAL DISTRICT

ANN MARIE GALLOWAY,

Plaintiff,

Case No. D-101-CV-2011-02600

v.

CHASE, CHASE BANK, CHASE LLC

Defendants.

**DEFENDANT'S ANSWER TO PLAINTIFF'S REQUESTS FOR ADMISSIONS**

Pursuant to Rule 1-036 of the New Mexico Rules of Civil Procedure, Defendant JPMorgan Chase Bank, N.A., successor by merger to Chase Home Finance LLC ("Chase"), hereby responds to Plaintiff's First Set of Requests for Admissions as follows:

**GENERAL OBJECTIONS**

1. Chase objects to Plaintiff's requests to the extent they seek disclosure of information and/or documents protected by the attorney client privilege, work product doctrine, or any other privileges. Information protected by such privilege will not be produced.
2. Chase objects to Plaintiff's requests to the extent they purport to impose burdens and obligations that exceed those required by the New Mexico Rules of Civil Procedure, the local court rules, scheduling orders, or any other court orders.
3. Chase objects to Plaintiff's requests to the extent that they are vague, ambiguous, confusing, and misleading, and therefore not subject to a reasoned interpretation or response.
4. Chase objects to Plaintiff's requests to the extent that they are overly broad, unduly burdensome, seek information that is irrelevant to the subject matter of this litigation, and are not reasonably calculated to lead to the discovery of admissible evidence.



5. Chase objects to Plaintiff's requests to the extent that they seek information and documents containing confidential and/or proprietary information.

6. Chase's responses and specific objections are made without waiver, and with preservation of, all objections as to competency, relevancy, materiality, privilege, and the admissibility of information or documents produced.

7. Chase expressly reserves its right to supplement its responses to Plaintiff's requests and any right to assert additional positions and facts as the circumstances may warrant and as are more fully developed through additional investigation and discovery.

8. Nothing contained in these responses shall be construed as an admission by Defendant relative to the existence or nonexistence of any document, and no response shall be construed as an admission respecting the relevance or admissibility of any document or the truth or accuracy of any statement or characterization contained in any discovery request.

9. The inadvertent production of any privileged information shall not be deemed a waiver of any applicable privilege or any other applicable objection.

10. Chase denies any requests for admission, or portion of request for admission, that it does not explicitly admit below.

11. Each response is made subject to these General Objections.

#### RESPONSES

REQUEST FOR ADMISSION NO. 1: The Lender admits that the promissory note associated with the Deed of Trust/Mortgage 1485277 as filed in the records of County Clerk, Santa Fe, NM has been paid in full when the note was securitized. If no answer is provided the answer is admit.

**RESPONSE:** Chase objects to Request No. 1 on the grounds that it is vague and ambiguous with respect to the term "Lender," as Plaintiff defines Lender as "the Defendant in this civil action lawsuit." Plaintiff's amended complaint identifies twelve defendants making it impossible to discern which defendant Plaintiff's request refers to. Chase further objects to Request No. 1 on the grounds that it is vague and ambiguous with respect to the term "securitized." Chase also objects to Request No. 1 on the grounds that it seeks information that is irrelevant to the subject matter of this litigation and is not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections and without waiving the same, Chase states that Plaintiff's liability under the promissory note dated May 24, 2007, in the original principal amount of \$415,000 (the "Note") was discharged on or about August 9, 2011, as a result of Plaintiff's Chapter 7 Bankruptcy. Chase denies that the Note was paid in full.

**REQUEST FOR ADMISSION NO. 2:** The lender admits that there is zero amount outstanding to the Lender. If no answer is provided the answer is admit.

**RESPONSE:** Chase objects to Request No. 2 on the grounds that it is vague and ambiguous with respect to the term "Lender," as Plaintiff defines Lender as "the Defendant in this civil action lawsuit." Plaintiff's amended complaint identifies twelve defendants making it impossible to discern which defendant Plaintiff's request refers to. Chase further objects to Request No. 2 on the grounds that it is vague and ambiguous with respect to the terms "zero amount" and "outstanding." Subject to these objections and without waiving the same, Chase admits that Plaintiff is not liable under the Note as a result of the discharge granted Plaintiff in her Chapter 7 Bankruptcy, but denies that Plaintiff has no obligations under the related mortgage dated May 24, 2007, and recorded on May 30, 2007, in the Records of Santa Fe County as Document No. 1485277 (the "Mortgage").

**REQUEST FOR ADMISSION NO. 3:** The Lender admits that they are not a real party of interest. If no answer is provided the answer is admit.

**RESPONSE:** Chase objects to Request No. 3 on the grounds that it is vague and ambiguous with respect to the term "Lender," as Plaintiff defines Lender as "the Defendant in this civil action lawsuit." Plaintiff's amended complaint identifies twelve defendants making it impossible to discern which defendant Plaintiff's request refers to. Subject to this objection and without waiving the same, Chase states because it has not brought any claims and is not seeking any affirmative relief in this action, Chase does not need to establish that it is a real party in interest.

**REQUEST FOR ADMISSION NO. 4:** The Lender admits that they are just a servicer of the promissory note. If no answer is provided the answer is admit.

**RESPONSE:** Chase objects to Request No. 4 on the grounds that it is vague and ambiguous with respect to the term "Lender," as Plaintiff defines Lender as "the Defendant in this civil action lawsuit." Plaintiff's amended complaint identifies twelve defendants making it impossible to discern which defendant Plaintiff's request refers to. Subject to this objection and without waiving the same, Chase admits that it is the servicer of the Mortgage.

**REQUEST FOR ADMISSION NO. 5:** The Lender admits that they sold their interest in full to another party. If no answer is provided the answer is admit.

**RESPONSE:** Chase objects to Request No. 5 on the grounds that it is vague and ambiguous with respect to the term "Lender," as Plaintiff defines Lender as "the Defendant in this civil action lawsuit." Plaintiff's amended complaint identifies twelve defendants making it impossible to discern which defendant Plaintiff's request refers to. Chase further objects to request No. 5 on the grounds that it is vague and ambiguous with respect to the term "sold" and "interest in full."

Subject to these objections and without waiving the same, Chase denies that it sold any interest in the Note or Mortgage.

**REQUEST FOR ADMISSION NO. 6:** The Lender admits to be a debt collector and not the true party of interest of the Promissory Note/Mortgage. If no answer is provided the answer is admit.

**RESPONSE:** Chase objects to Request No. 6 on the grounds that it is vague and ambiguous with respect to the term "Lender," as Plaintiff defines Lender as "the Defendant in this civil action lawsuit." Plaintiff's amended complaint identifies twelve defendants making it impossible to discern which defendant Plaintiff's request refers to. Chase further objects to Request No. 6 on the grounds that it is vague and ambiguous with respect to the terms "debt collector," "true party of interest" and "Promissory Note/Mortgage." Chase also objects to Request No. 6 on the grounds that it seeks information that is irrelevant to the subject matter of this litigation and is not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections and without waiving the same, Chase admits only that it is the servicer of the Mortgage.

**REQUEST FOR ADMISSION NO. 7:** The Lender admits that the Promissory note has been securitized, into a Mortgage Backed Security. If no answer is provided the answer is admit.

**RESPONSE:** Chase objects to Request No. 7 on the grounds that it is vague and ambiguous with respect to the term "Lender," as Plaintiff defines Lender as "the Defendant in this civil action lawsuit." Plaintiff's amended complaint identifies twelve defendants making it impossible to discern which defendant Plaintiff's request refers to. Chase further objects to Request No. 7 on the grounds that it is vague and ambiguous with respect to the term "securitized" and "Mortgage Backed Security." Chase also objects to Request No. 7 on the grounds that it seeks

information that is irrelevant to the subject matter of this litigation and is not reasonably calculated to lead to the discovery of admissible evidence. Subject to these objections and without waiving the same, Chase admits that the mortgage loan evidenced by the Note has been securitized.

**REQUEST FOR ADMISSION NO. 8:** The Lender admits that once a Promissory note has been securitized, they forever lose their right to enforce the note under IRS accounting rules under the REMIC (Real Estate Mortgage Investment Conduit). The real party of interest are the individual share holders of the REMIC. If no answer is provided the answer is admit.

**RESPONSE:** Chase objects to Request No. 8 on the grounds that it is vague and ambiguous with respect to the term "Lender," as Plaintiff defines Lender as "the Defendant in this civil action lawsuit." Plaintiff's amended complaint identifies twelve defendants making it impossible to discern which defendant Plaintiff's request refers to. Chase further objects to Request No. 8 on the grounds that it is vague and ambiguous with respect to the terms "securitized," "enforce," and "IRS accounting rules." Chase also objects to Request No. 8 on the grounds that it seeks information that is irrelevant to the subject matter of this litigation and is not reasonably calculated to lead to the discovery of admissible evidence. Subject to this objection and without waiving the same, Chase denies Request No. 8.

**REQUEST FOR ADMISSION NO. 9:** The Lender admits that under FAS 140 (Financial Accounting Standards) once a promissory note (that secures real property) has been sold to a REMIC, the lender forever loses its interest and control of the underlying security. If no answer is provided the answer is admit.

**RESPONSE:** Chase objects to Request No. 9 on the grounds that it is vague and ambiguous with respect to the term "Lender," as Plaintiff defines Lender as "the Defendant in this civil


action lawsuit." Plaintiff's amended complaint identifies twelve defendants making it impossible to discern which defendant Plaintiff's request refers to. Chase further objects to Request No. 9 on the grounds that it is vague and ambiguous with respect to the terms "FAS 140," "sold," "interest," and "control." Chase also objects to Request No. 9 on the grounds that it seeks information that is irrelevant to the subject matter of this litigation and is not reasonably calculated to lead to the discovery of admissible evidence. Subject to this objection and without waiving the same, Chase denies Request No. 9.

**REQUEST FOR ADMISSION NO. 10:** The Lender admits that it never used its own funds to fund the transaction. In fact the loan was destined to be securitized upon closing. Therefore the Lender admits that it is a lender in name but not in substance or actuality. If no answer is provided the answer is admit.

**RESPONSE:** Chase objects to Request No. 10 on the grounds that it is vague and ambiguous with respect to the term "Lender," as Plaintiff defines Lender as "the Defendant in this civil action lawsuit." Plaintiff's amended complaint identifies twelve defendants making it impossible to discern which defendant Plaintiff's request refers to. Chase further objects to Request No. 10 on the grounds that it is vague and ambiguous with respect to the terms "fund," "transaction," "destined," and "securitized." Chase also objects to Request No. 10 on the grounds that it seeks information that is irrelevant to the subject matter of this litigation and is not reasonably calculated to lead to the discovery of admissible evidence. Subject to this objection and without waiving the same, Chase states that the Note was granted in favor of Mortgage Strategies, LLC and therefore admits that Chase did not fund the mortgage loan evidenced by the Note.

Respectfully submitted,

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