

STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT

ANN MARIE GALLOWAY,

Plaintiff,

v.

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

CHASE, CHASE BANK, CHASE LLC

Defendants.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that on February 29, 2012, a copy of *Defendant's Answer to Plaintiff's Request for Admissions, along with this Certificate of Service* were served via U.S.

Mail, postage prepaid, to the following:

Ann Marie Galloway, pro se
149 Candelario Street
Santa Fe, NM 87501

Respectfully submitted,
MONTGOMERY & ANDREWS, P.A.

By: /s/ Seth C. McMillan
Walter J. Melendres
Seth C. McMillan

P.O. Box 2307
Santa Fe, NM 87504-2307
(505) 982-3873

Of Counsel

Calvin P. Hoffman
LEONARD, STREET, AND DEINARD
Professional Association
150 South Fifth Street, Suite 2300
Minneapolis, MN 55402
(612) 335-1500

Attorneys for Defendants

000339



Certified Forensic Loan Auditors

ASSIGNMENT OF MORTGAGE SIGNED 3/25/13

Michael T. Wolf with likely employment by JPMorgan Chase in the Columbus, Ohio area attempts to assign Mortgage to JPMorgan Chase Bank by signing for Mortgage Electronic Registration Systems, Inc. This is an indication that Mr. Wolf attempted to assign the mortgage for the benefit of the Assignee without Assignor involvement. This position of unilateral transfer is further strengthened by the fact that no consideration was given for this assignment that took place 6 years after Fannie Mae purported acquisition.

RECORDED ELECTRONICALLY
IN DEED TO County Santa Fe
ON 3-25-13 TIME 11:49
BY www.mesri.com 20130327

**ASSIGNMENT OF MORTGAGE
State of New Mexico**

Mortgage Electronic Registration Systems, Inc. as nominee for Mortgage Strategies Group, L.L.C. its successors and assigns, holder of a mortgage, from Ann Marie Galloway aka Ann M. Galloway to Mortgage Electronic Registration Systems, Inc. as nominee for Mortgage Strategies Group, L.L.C. dated May 24, 2007 and recorded May 30, 2007, as Document No. 1485277, of the records of Santa Fe County, New Mexico, hereby assigns said mortgage to

JPMorgan Chase Bank, National Association

The said Mortgage covers real property situated in said County and State described as follows:

Tract 11, as shown on plat entitled "Consolidation Plat Number 66, Hunters Development Co., Inc.", as shown on "Certificate of Plat in 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 478, page 156, as Document No. 524,691, and returned by Paul Armijo, recorded on April 30, 2001, in Plat Book 472, Page 18-19, as Document No. 1154,025.

Witness its hand and seal this 27th day of FEBRUARY, 2013.

Mortgage Electronic Registration Systems, Inc. as nominee for Mortgage Strategies Group, L.L.C. its successors and assigns
By: Michael T. Wolf
MICHAEL T. WOLF
Its: ASSISTANT SECRETARY

STATE OF Ohio)
COUNTY OF Franklin) ss.

This instrument was acknowledged before me on February 27, 2013, by Michael T. Wolf, personally known to me (or satisfactorily proven) to be the person who executed this instrument as Assistant Secretary on behalf of the entity therein named and acknowledged to me that the entity authorized such execution.

Stephanie J. Lane
Notary Public

000349



Certified Forensic Loan Auditors

In Examiner's experience, such assignments from Mortgage Electronic Registration Systems are signed by the Assignee or parties representing Assignee without involvement by the actual Assignor. This can be determined from a review of publically available information regarding the signer of such Assignments (e.g. depositions; professional networking web site profiles; other county recorded documents.

Given that such assignments should take place at the time of economic transfer (i.e. sale of the note for equivalent value) to avoid separation of the note from the security instrument, and the Fannie Mae stated acquisition per the MERS web site, the documents appear to be effectively void and otherwise useless for the purpose of pursuing foreclosure or recording of a Trustee's Deed.

Michael Wolf is prominently reported as a former JPMorgan Chase Bank employee in Columbus, Ohio on self-input professional networking profile on web site LinkedIn:

in Search for people, jobs, companies, and more ..

Home Profile Network Jobs Interests

ESUF Certificate Programs Cal State Fullerton has 30+ programs for working

Michael Wolf
Processing Manager at Proficio Mortgage Ventures LLC
Columbus, Ohio Area | Financial Services

Previous JPMorgan Chase PNC Mortgage, Manhattan Mortgage Group
Education Ohio University

Connect Send Michael InMail

429 connections

<http://www.linkedin.com/pub/michael-wolf/5/8a7/965>

As a management level employee in mortgage processing, one can suppose that Mr. Wolf knowledgeable about the purchase of loans from correspondents like MORTGAGE STRATEGIES GROUP, LLC for Fannie Mae and in the transfer of servicing rights (not ownership) to JPMorgan Chase Bank. And yet he states economic transfer occurred approximately 6 years after loan origination and likely Fannie Mae placement in an MBS securitized trust. Whether he had first-hand knowledge of this transaction and the effect of distorting the financial statements of Fannie Mae or JPMorgan Chase Bank in the case of this and similar transactions is a matter for discovery.

Note: he is not to be confused with New York City area Michael R. Wolf, Vice President at JPMorgan. Sample link: <http://www.linkedin.com/in/mikerwolf>

000350

LENDER: Mortgage Services Group, LLC
BORROWER: ABC Company
PROPERTY: 123 Main Street, Anytown, USA
LOAN NUMBER: 123456789

ENDORSEMENT ALL OR TO NOTE

This document is a copy of the original document and is not a substitute for the original document. The original document is the only document that should be used for legal purposes.

NOTE TO THE ORDER OR ALL OR TO NOTE

ENDORSEMENT ALL OR TO NOTE

Approved by: [Signature]
Date: 11/11/11
Title: Chief Executive Officer

Approved by: [Signature]
Title: Chief Executive Officer
ABC Bank
123 Main Street
Anytown, USA

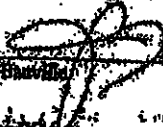
Exhibit B.B.A.1

ENDORSEMENT ALL OR TO NOTE

ALLONGE TO NOTE

Loan #
Allonge to original Note dated: 02/28/2007
To the Principal Amount: \$13,000.00
And secured by: Collateral: Auto
Property address: 149-0000
San Jose, CA 95131

Pay to the order of
A/C Fund Name
with interest
Monthly Payment: \$120.00

By: 
Jennifer Burt
Assistant Manager
Mortgage Services Group LLC

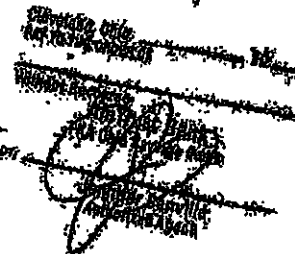


Exhibit: B.B.A-2

Fannie Mae even with an improper securitization sold the note on wall street with no validation of it having been transferred into the "Trust". This is based on the lack of the required endorsements by the SEC. Chase claims to hold the mortgage as of February 27, 2014 and the original Note as of November 5, 2014 after filing the ordinal complaint to foreclose.

The alleged Assignment of Mortgage, [Exhibit D] to Plaintiff Chase's Complaint, has been issued by Mortgage Electronic Registration Systems, Inc. (hereinafter "MERS") as nominee for Mortgage Strategies Group, LLC (hereinafter "Mortgage Strategies"), a Florida LLC went out of business on September 26, 2008, its successors and assigns, allegedly holder of a mortgage. This Assignment of Mortgage attempts to validate Plaintiff Chase's standing by having MERS' Assistant Secretary, Michael T. Wolf, sign the Assignment of Mortgage to Plaintiff Chase without disclosing that Michael T. Wolf was actually employed by Plaintiff Chase and thus is functioning as the Assignee and the Assignor simultaneously in this transaction.¹ Assignor Plaintiff Chase did not provide proof of any monetary exchange to Assignee Plaintiff Chase to effectuate the sale of the mortgage and no proof was provided in the complaint. Exhibit [G page 10,11, 12]

At a hearing held on November 5, 2014, Larry Montano, Esq., counsel for Plaintiff Chase, also validated Michael T. Wolf as an employee of Plaintiff Chase.

Without validation, Fannie Mae claims to be the owner of Defendant Galloway's Loan as evidenced on its website <https://knowyouroptions.com/loanlookup> and Fannie Mae claims the mortgage company is JP Morgan Chase Bank, NA.

A third party, Certified Forensic Loan Auditors of California in a Securitization Audit performed on behalf of Defendant Galloway showed that MERS claimed on its website on December 11, 2013 (See Exhibit G, page 35 of said Securitization Audit) that Plaintiff JPMorgan Chase Bank, NA, Monroe, LA is the servicer and Fannie Mae is the investor of Defendant Galloway's Loan. The MERS website shows the MIN: as 1001625-0003743823-2 and the Note

¹ An assignor is a person who transfers property rights or powers to another. An assignee is a person or entity to which property rights or powers are transferred.

NOTE

Loan Number

MIN:

May 24, 2007
(Date)

Santa Fe
(City)

New Mexico
(State)

149 Cañaditas Street A-C, Santa Fe, NM 87501-1597
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$415,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Mortgage Strategies Group, LLC. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.750%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay Principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on July, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on June 1, 2017, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at tphilips@mgloans.com, Boca Raton, FL 33431 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$2,691.69.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no change in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.



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5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.000% of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notices of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal which has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by delivering it or by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do those things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of presentment and Notice of Dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same

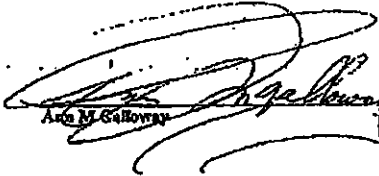
000733

date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

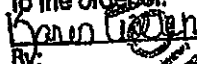

Ann M. Galloway (Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

(Sign Original Only)

Pay without recourse
To the order of:

By:
Karen Welch
Mortgage Strategies Group

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Loan Number: 3743823

NOTE

MIN.: 100162500037438232

May 24, 2007
(Date)

Santa Fe
(City)

New Mexico
(State)

149 Candelario Street A-C, Santa Fe, NM 87501-1597
(Property Address)

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$415,000.00 (this amount is called "Principal"), plus interest, to the order of the Lender. The Lender is Mortgage Strategies Group, L.L.C. I will make all payments under this Note in the form of cash, check or money order.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of Principal has been paid. I will pay interest at a yearly rate of 6.750%.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay Principal and interest by making a payment every month.

I will make my monthly payment on the 1st day of each month beginning on July, 2007. I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. Each monthly payment will be applied as of its scheduled due date and will be applied to interest before Principal. If, on June 1, 2037, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "Maturity Date."

I will make my monthly payments at tphilips@msgloans.com, Boca Raton, FL 33431 or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$2,691.69 .

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

I may make a full Prepayment or partial Prepayments without paying a Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due date or in the amount of my monthly payment unless the Note Holder agrees in writing to those changes.

EXHIBIT B

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D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notices of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

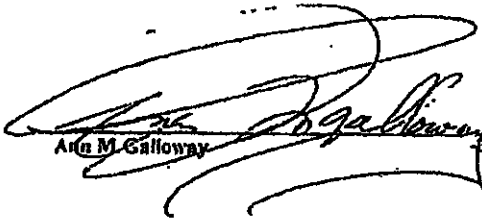
Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or

date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.


Alice M. Galloway (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Sign Original Only)

Pay without recourse

To the order of:

Karen Welch

By:

Karen Welch

Mortgage Strategies Group

Exhibit B..

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NOTICE UNDER 18 U.S.C. 4

This is notice to the Honorable Judge Francis Mathews and/or presiding Judge

AFFIDAVIT OF ANN M. GALLOWAY

Ann M. Galloway (AMG), Affiant, being of sound mind, and over the age of twenty-one (21) years, competent to testify and with firsthand knowledge, herein after known as Affiant, do swear and affirm:

1. Affiant, on January 19th, 2015 went to the MERS web site MERS Servicer Identification System at MERS@ ServicerID - Mers-servicerid.org <https://www.mers-servicerid.org/sis>
2. Affiant conducted a search by a MERS Mortgage Identification Number 10016250003743823 2.
3. Affiant printed the screen shot of the MERS web site showing the Servicer as JPMorgan Chase Bank NA.(referred to as JPMCBNA) See Exhibit C.
4. Affiant entered the second page of the MERS web site to find investors name.
5. Affiant then entered the last name of the alleged borrower and borrower's social security number.
6. Affiant printed the screen shot as displayed by the MERS web site on January 19, 2015 [See Exhibit D].
7. As of January 19, 2015 the MERS system listed that JPMCBNA was the Servicer and Fannie Mae is the " Investor".
8. On information and belief, Michael T. Wolf in his alleged capacity as " Assistant Secretary of Mortgage Electronic Registration System Inc.(MERS) had access to the MERS System.
9. On information and belief Michael T. Wolf knew or should have known that the Note was sold one or more times before Fannie Mae became the " Investor".
10. On information and belief Michael T. Wolf knew or should have known that Mortgage Strategies Group, LLC no longer had any economic interest in the mortgage note.
11. On information and belief Michael T. Wolf knew or should have known that Mortgage Strategies Group, LLC no longer had any economic interest in the mortgage to assign.

12. On information and belief Michael T. Wolf knew or should have known that JPMCBNA had no economic interest in the mortgage Note.
13. On information and belief an assignment of mortgage has legal efficacy.
14. On information and belief, on March 25th, 2013 JPMCBNA offered the Assignment of Mortgage to the Santa Fe County Recorder for recording. (See Exhibit A)
15. On information and belief the assignment of mortgage was offered to the county recorder by electronic means.
16. The Assignment of Mortgage was recorder in the land records of Santa Fe County on March 25, 2013 as instrument number 17000370. (See Exhibit A).
17. On April 1, 2013 JPMCBNA through its council offered to the First Judicial Court a copy of the Assignment of Mortgage as Exhibit "D" in a Complaint for Foreclosure in Case No-101-CV-2013-00911.
18. On information and belief the Assignment of Mortgage was submitted by electronic means.
19. On information and belief JPMCBNA filed the Assignment of Mortgage with the court to induce the court into wrongly assuming jurisdiction for the claims of JPMCBNA .
20. On information and belief JPMCBNA filed the Assignment of Mortgage with the court with willful intent to divest AMG interest the subject property.
21. On information and belief, on February 27, 2013 affiant's loan was purported owned by a Fannie Mae REMIC Trust.
22. On information and belief the Fannie Mae REMIC Trust was not a MERS member and MERS would have no right to assign a mortgage from a non-member.

In conclusion the fabrication of the faults and invalid Assignment of Mortgage was a breeder document. Once filed into the county records of Santa Fe, it gained the appearance of a self-authenticating document. JPMCBNA then used this fabricated document to falsely assert its right to file a Lis Pendens and use it in the complaint for foreclosure to falsely induce the court into wrongly assuming jurisdiction. JPMCNA willfully intended to use this false document to extinguish Ann M. Galloway's property rights to her property and transfer those rights to JPMCBNA.

Ann M. Galloway Ann M. Galloway (AMG)

Date 2/4/15

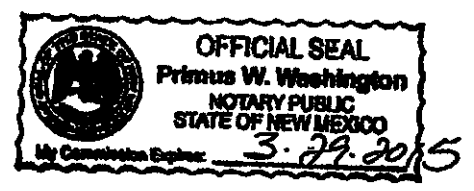
State of New Mexico)

)ss

County of Santa Fe)

Sworn and Subscribed before me Primus W Washington a Notary this 6th day of 2015, upon satisfactory evidence of the identity of the Affiant.

Signature Primus W. Washington



UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW MEXICO

In re:

ANN MARIE GALLOWAY,

Debtor,

No. 7-11-11496-SS

ANN M. GALLOWAY

Plaintiff,

v.

JP MORGAN CHASE NAT'L ASS'N.

Defendant.

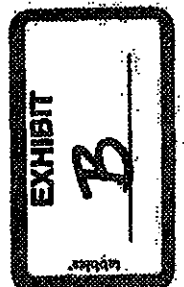
Adv. No. 13-1073-T

SUA SPONTE ORDER DISMISSING ADVERSARY PROCEEDING

This matter is before the Court sua sponte. Plaintiff filed a voluntary Chapter 7 petition in the United States Bankruptcy Court for the District of New Mexico on April 4, 2011. The no-asset case was uneventful and the Debtor received her discharge on August 9, 2011, at which time the case was closed. On August 13, 2013, Debtor filed this adversary proceeding against JP Morgan Chase National Association seeking a judgment that would order the Defendant to release its mortgage and provide a satisfaction of mortgage, award Plaintiff a clear title to the property, impose sanctions on various lawfirms, and for an award of punitive damages and any other relief the Court deems proper.

JURISDICTION

Federal courts are courts of limited jurisdiction. *Ins. Corp. of Ireland, Ltd. v. Compagnie des Bauxites de Guinee*, 456 U.S. 694, 701 (1982). The matters that federal courts have the authority to hear and decide are set out in Art. III of the Constitution. *Id.* Art. III therefore



functions as a restriction on federal power. *Id.* at 702. There is nothing parties to a lawsuit can do to confer jurisdiction on a federal court if it is not otherwise there. *Id.* Consent of a party is irrelevant to the issue of jurisdiction. *Id.* Every federal court has a duty to examine subject matter jurisdiction on its own motion before proceeding to the merits of a case. *Id.*

The Supreme Court has made it clear that a court's threshold determination of its jurisdiction is a prerequisite to any judicial action: "Without jurisdiction the court cannot proceed at all in any cause," and, thus, "when it ceases to exist, the only function remaining to the court is that of announcing the fact and dismissing the cause." *Steel Co. v. Citizens for a Better Env't*, 523 U.S. 83, 94, 118 S.Ct. 1003, 140 L.Ed.2d 210 (1998) (quotation omitted).

Lang v. Lang (In re Lang), 414 F.3d 1191, 1195 (10th Cir. 2005).

[The bankruptcy] court has the duty to examine its own subject matter jurisdiction, *Bender v. Williamsport Area School Dist.*, 475 U.S. 534, 541, 106 S.Ct. 1326, 89 L.Ed.2d 501 (1986), even where, as here, the parties have not questioned it, *Smith v. American General Life & Accident Ins. Co.*, 337 F.3d 888, 892 (7th Cir. 2003). "[N]ot only may the federal courts police subject matter jurisdiction sua sponte, they must." *Hay v. Indiana St. Bd. of Tax Comm'rs*, 312 F.3d 876 (7th Cir. 2002).

Day v. Klingler (In re Klingler), 301 B.R. 519, 523 n.5 (Bankr. N.D. Ill. 2003).

BANKRUPTCY JURISDICTION

The jurisdiction of the bankruptcy courts is defined in two related statutes: 28 U.S.C. § 1334 and 28 U.S.C. § 157. 28 U.S.C. § 1334 is titled "Bankruptcy cases and proceedings." This section provides, in general, that the United States District Courts have original and exclusive jurisdiction of all cases "under Title 11", which are the bankruptcy cases themselves. It further states that the United States District Courts also have original but not exclusive jurisdiction of all civil proceedings arising under title 11, or arising in or related to cases under title 11. And, the

¹Title 11 of the United States Code contains the bankruptcy laws.

United States District Courts has exclusive jurisdiction over all the property, wherever located, of the debtor as of the commencement of the bankruptcy case, and of property of the bankruptcy estate.

28 U.S.C. § 157 is titled "Procedures." First, it allows the district court to order that any or all cases under title 11 or any or all proceedings arising under title 11 or arising in or related to a case under title 11 shall be referred to the bankruptcy judges for the district. Next, it defines what types of matters the bankruptcy judge can hear and determine: all cases under title 11 and all core proceedings arising under title 11, or arising in a case under title 11, referred by the district court to the bankruptcy court, and may enter appropriate orders and judgments, subject to normal appellate review. Next, a bankruptcy judge may hear a proceeding that is not a core proceeding but which is related to a case under title 11. However, in this case the bankruptcy judge does not enter the final order; rather, the judge transmits proposed findings of fact and proposed conclusions of law back to the District Court, which reviews the proposed facts and conclusions after allowing parties the opportunity to object to specific items.

If one sorts through these statutory provisions, it demonstrates that one class of proceedings are not covered: non-core, non-related matters. Bankruptcy courts cannot hear or determine non-related matters.

Core matters consist of the bankruptcy petitions themselves, any matter that is based upon the bankruptcy laws (and could not exist outside of bankruptcy), and any matter that comes up during the bankruptcy case. In *In re Gardner*, 913 F.2d 1515, 1518 (10th Cir. 1990) the Tenth Circuit Court of Appeals cited a Third Circuit case for a working definition of a "related matter":

whether the outcome of that proceeding could conceivably have any effect on the estate being administered in bankruptcy. Although the proceeding need not be against the debtor or his property, the proceeding is related to the bankruptcy if the outcome could alter the debtor's rights, liabilities, options, or freedom of action in any way, thereby impacting on the handling and administration of the bankruptcy estate. *Pacor, Inc. v. Higgins*, 743 F.2d [984] at 994 [(3rd Cir. 1984)](citations omitted).

APPLICATION TO THIS ADVERSARY.

This adversary is not related to any bankruptcy. There is no longer a bankruptcy estate.

Whether plaintiff wins or loses has no impact on any amount that might be distributed to creditors. Plaintiff's bankruptcy case has already been fully administrated and is closed. Furthermore, when an asset leaves the bankruptcy estate, bankruptcy jurisdiction over that asset ends. *Gardner*, 913 F.2d at 1518. Plaintiff's house left the bankruptcy estate, and the Bankruptcy Court cannot resolve issues related to that property after the case was closed.

IT IS THEREFORE ORDERED that this Adversary Proceeding is dismissed.



Hon. David T. Thuma
United States Bankruptcy Judge

Date entered on docket: September 3, 2013

Copies to:

Ann M. Galloway
149 Candelario St.
Santa Fe, NM 87501

STATE OF NEW MEXICO
COUNTY OF SANTA FE FIRST JUDICIAL DISTRICT COURT

FILED
FIRST JUDICIAL
DISTRICT COURT

2013 AUG 13 PM 3:41

JPMORGAN CHASE BANK NATIONAL ASSOCIATION

Plaintiff,

vs

No. D-101-CV-2013-00911

ANN M. GALLOWAY UNKNOWN SPOUSE OF ANN M. GALLOWAY, IF ANY

Defendant.

**DEFENDANT'S RULE 1-060(B) MOTION FOR RELIEF FROM JUDGMENT
AND FOR LACK OF SUBJECT MATTER JURISDICTION**

COMES NOW Defendant, Ann M. Galloway, Pro se, pursuant to Rule 16 116 (2) (3)
Hereby brings this Rule 1-060(B) Motion For Relief From Judgment And To Vacate Summary
Judgment for Lack of Subject Matter Jurisdiction in this matter.

Defendant is unschooled in law and notices the Court of enunciation of principles as stated in
Haines v. Kerner, 404 U.S. 519 (1972) wherein the court has directed that those who are
unschooled in law making pleadings and/or complaints shall have to look to the substance of the
pleadings rather than in the form, and hereby makes the following pleadings/ notice in the above-
referenced matter without wavier of any defenses. If there are any defects in this document,
Plaintiff requests that this Honorable Court interpret said defects accordingly and render a proper
and just decision rather that penalizing Plaintiff for procedural or other errors due to Plaintiff's
lack of formal training.

I. Legal Standard for Reopening the Judgment

1. The Judgment is Void and therefore Must be Vacated Pursuant to Rule 1-060(b). This Motion
proceeds on the authority of Rule 1-059 A and Rule 1-060(b) which permits the Court to vacate a

judgment based on Rule 1-060(b). (1) mistake, inadvertence, surprise or excusable neglect; (2) newly discovered evidence which by due diligence could not have been discovered in time to move for a new trial under Rule 1-059 NMRA; (3) fraud (whether heretofore denominated intrinsic or extrinsic), misrepresentation or other misconduct of an adverse party; (4) the judgment is void; and, (6) any other reason justifying relief from the operation of the judgment.

2. On February 13, 2014 the New Mexico Supreme Court issued its opinion in *Bank of New York v. Romero*, 2014-NMSC-007, which is controlling law in this case. *Bank of New York v. Romero* held that where a foreclosure Plaintiff is not the named Lender or Payee, the Plaintiff has the burden to show that it had standing at the time suit was filed, without which the Court is deprived of jurisdiction. Plaintiff in this case is not the original Lender or Payee and thus has the burden to show that it owned the entire instrument of Note and Mortgage at the time suit was filed. As Plaintiff cannot meet this burden, the case must be dismissed.

3. The New Mexico Court of Appeals has held that in foreclosure actions, Rule 1-060 NMRA governs where default judgment was entered against the Defendant and the Defendant subsequently files a Motion to Set Aside Default Judgment. *New Mexico Educators Fed. Credit Union v. Woods*, 102 N.M. 16 (CT. App. 1984).

4. Rule 1-060(b) states in relevant part that: "On motion and upon such terms as are just, the court may relieve a party or his legal representative from a final judgment, order, or proceeding for the following reasons:....(4) the judgment is void."

5. A judgment is void where a court did not have jurisdiction to enter the judgment. *Rueb v. Rehder*, 1 A.L.R. 423, 24 N.M. 534, 174 P.992 (N.M., 1918); *State ex rel. N.M. Office*

of the Attorney Gen. v. Grand River Enters. Six Nations, Ltd. (N.M. App., 2014); Baca's Estate, Matter of, 621 P.2d 511, 95 N.M. 294 (N.M., 1980); (lack of jurisdiction is grounds for collateral attack on judgment).

6..As a basis for seeking relief from Judgment Defendant is setting forth evidence to support excusable neglect, surprise, or inadvertence under Rule 1-060(b)(1) and there has been newly discovered evidence of misrepresentation or misconduct of adverse parties. Defendants will submit that there are proper material grounds for reopening the judgment. Sun Country Savings Bank of NM v. McDowell, N.M. 528, 532, 775 P.2d 730, 734 (1989). A showing of exceptional circumstances is being made in order to invoke the equitable powers of the court under this rule. Kilcrease v. Campbell, 94 N.M. 764, 617 P.2d 153 (1980), Mendoza v. Mendoza, 103 N.M. 327, 706 P.2d 869 (Ct. App. 1985).

7.A judgment may be attacked at any time in a direct or collateral action, the court held in Chavez v. Country of Valencia, 86 N.M. 205, 521 P.2d 1154, 1158 (1974). The court stated: "The granting of relief under the other portions of Rule 60(b), supra, has been held to be discretionary. State Collection Bureau v. Roybal, 64 N.M. 275, 327 P.2d 337 (1958); Adams & McGahey v. Neill, 58 N.M. 782, 276 P.2d 913 (1954). It has also been held that this discretion may be invoked only upon the showing of 'exceptional circumstances'. However, there is no discretion on the part of the trial court under Rule 60(b)(4). Austin v. Smith, 114 U.S.App.D.C. 97, 312 F.2d 337 (1962); Hicklin v. Edwards, 226 F.2d 410 (8th Cir. 1955). In Wright and Miller, supra. Section 2862, it is stated: 'Rule 60(b)(4) authorizes relief from void judgments. Necessarily a motion under this part of the rule differs markedly from motions under the other clauses of Rule 60(b). There is no question of discretion on the part of the court when a motion is under Rule 60(b)(4). ***Either a judgment is void or it is valid. ***' (Emphasis added).

II. MATERIAL FACTS

8. On February 13, 2014 the New Mexico Supreme Court issued its opinion in *Bank of New York v. Romero*, 2014-NMSC-007, which is controlling law in this case. *Bank of New York v. Romero* held that where a foreclosure Plaintiff is not the named Lender or Payee, the Plaintiff has the burden to show that it had standing at the time suit was filed, without which the Court is deprived of jurisdiction and the suit must be dismissed. *Id*

9. Plaintiff has the burden to show that it had standing at the time suit was file. Plaintiff misled this honorable court into believing that Defendant lied to the US Bankruptcy Court in naming JPMorgan Chase Bank National Association as creditor [Referred to hereinafter as JPMCBNA]. Defendant did not name JPMCBNA as creditor. [See Exhibit 4.1 - Schedule D] Chase Bank was named creditor not JPMCBNA. Based on research by Constable Investigation Services conducted on or about August 4, 2015 there is no Chase Bank listing with a corporate number or a FDIC number validating that there is no legal entity called "Chase Bank". JPMorgan Chase Bank National Association FDIC # 628 is registered in the State of Ohio with a corporate entity #2118141. Accordingly, Chase Bank USA National Association FCIC # 23702. Corporate entity number is 0941510 Registered in the State of Delaware. Note that The FDIC numbers are different and so are the Corporate ID numbers from JPMorgan Chase Bank National Association and Chase Bank USA, National Association. [See Exhibit: 5, 5.1 – Corp/FDIC validation for JPMCBNA and Chase Bank USA National Association]. Defendant learned after the fact that neither Plaintiff nor "Chase Bank" is the creditor (Chase Bank is unregistered in all states -an unknown entity with no FDIC number). Defendant now knows that her home should have been listed as unsecured in US Bankruptcy Court as there is no

admissible material evidence providing strict proof of who is the creditor who actually owns her note and mortgage. [See exhibit A.1 listing Mortgage Strategies Group LLC (hereinafter referred MSGLLC) to as a service (A.2 MIN Summary - no listing of for MSGLLC as lender)]

10. Plaintiff in this case is not the original Lender or Payee and was not named in bankruptcy Court as creditor. Plaintiff has failed to demonstrate its capacity or any right to sue via clear and convincing admissible evidence. By their own admission Mr. Montano stated during the March 30, 2015 Hearing: "Chase has always made it clear, I've tried to always make it clear that Chase is not a creditor, that it is the servicer of this loan, and that it's acting on behalf of Fannie Mae." [See Hearing March 30, 2015 P. 17] Fannie Mae by its own admission is not a creditor and holds not assets. See Exhibit F]

11. JPMCBNA has the burden to show that it owned the entire instruments both the Note and Mortgage at the time suit was filed. Plaintiff failed to enter any admissible evidence proving its capacity as "Holder in Due Course". See Complaint 5

12. Defendant Objects to Plaintiff and Plaintiff's counsel bringing the bankruptcy issue into this case! Plaintiff has no foundation laid to establish relevance between this matters and their lack of standing. Further the case law read by Mr. Montano, Edwards et al v. Franchini is not relevant, in this instant Plaintiff in this case did not list claims as an asset in their bankruptcy. They had a law suit going on during their bankruptcy where they are the Plaintiff and did not claim the law suit that they initiated as an asset in their bankruptcy. Edwards et al v. Franchini et al Docket No. 17,770 Court of Appeals of New Mexico 125 N.M. 734; 1998-NMCA-128; 965 P.2d318; 1998 N.M. App. Lexis 116; 37 N.M. St. B. Bill 41. The conflicting differences in this instant case are clear to a reasonable mind. Ann Galloway is not a Plaintiff in this case. Ann