

Galloway is a Defendant. Defendant, Ann M. Galloway listed all assets in her bankruptcy and unknowingly listed the wrong creditor. The Chapter 7 Bankruptcy papers state, "However a creditor may have the right to enforce a valid lien..."[See exhibit 4 p. 3] Plaintiff is not the creditor and openly admits they are not a creditor.

Note: [See: Exhibit C.3 page 4# 4] "Chase admits that it is a servicer of the mortgage" [Exhibit C.3 page 5# 6] "Chase admits that it is only a servicer of the mortgage" Also see March 30, 2015 hearing page 17]

13. Plaintiff also claimed in 2011 that the loan is a securitized. [Exhibit C.3 page 6 # 7 "Chase admits that the Mortgage loan evidenced by the Note has been securitized" [See Exhibit G Affidavit by Michael Carrigan Securitization Auditor submitted to the court Judicial Notice November 4,2014]. Plaintiff does not name the Trust and has not shown endorsements on the note. The New York Security and Exchange Commission (SEC) is very clear on how the endorsements must be on the note. The following endorsement (a minimum of four) are required by the SEC (A) Mortgage Originator to the (B) Sponsor to the (C) Depositor to the (D) Trust/Trustee, and that all of these endorsements and transfers were completed prior to the Trust closing dates. The Pooling and Servicing agreement (PSA) names the servicer. Plaintiff has not provided a PSA.

14. Defendant, Galloway clearly stated during a hearing to Judge Mathew and Counsel for Plaintiff on March 30, 2015 welcoming Plaintiff, JPMCBNA to open the Bankruptcy case and prove their claim as being the creditor [See exhibit C.2] Defendant did not list JPMCBNA as creditor on schedule D. The creditor listed on Schedule D [See exhibit 4.1] is Chase Bank. P.O. Box 78420, Phoenix AZ 85062 . JPMorgan Chase Bank National Association has not provided with admissible evidence that it is the creditor and has openly admitted it is a servicer (again without validation of a PSA based on improper securitization See Exhibit G)

15. Plaintiff had a responsibility to correct the bankruptcy record and reveal the creditor who is the holder in due course but instead. Plaintiff used their false claim to unlawfully misrepresent itself herein First Judicial Court in an effort to steal the Galloway Home. Now falsely claiming to be a "Holder in Due Course" on April 1, 2013. See Memorandum of the United States Trustee in Support of Sections against J. P. Morgan Chase Bank National Association Exhibit 4.2

16. Plaintiff claims to be a lender, creditor, and Holder in Due Course yet when presented with documented evidence [See Exhibit E affidavit in Memorandum filed January 20, 2015] are forced to again back down and admit it is a servicer. (with no PSA Exhibit G) Plaintiff alleges to have possession of the note and that it bears a blank indorsement. The Julie Cooney Affidavit affirms that Exhibit A of the Complaint is the true and correct copy of the note, but Exhibit A of the Complaint does not reflect a DATED indorsement. This case was therefore commenced when the indorsement on the note was not dated, and the alleged undated indorsement could have been added afterwards as stated by Chief Justice Daniel IN THE SUPREME COURT OF THE STATE OF NEW MEXICO 2014 as stated in BANK OF AMERICA NA et al v. QUINTANA, NO. 33,611. Also discussed in the November 2014 hearing in this instant case by Judge Mathew. Plaintiff's refusal to provide evidence to when it obtained the note, from whom, the transferor's rights in the note, and under what circumstances that transfer took place means that Plaintiff has not proven the right to enforce the note as the "holder" it claims to be.

17. Without authentication Plaintiff and Plaintiff counsel claim to have possession of the original note. Defendant saw with her own eyes that the papers presented by Plaintiff's counsel are

neither original nor endorsed by Defendant. Defendant stated, as an eye witness review in this court of law, wrote an affidavit to this fact and continually ask to have the documents, claiming to be original, validated by an expert. [See three Exhibits: 1. E-Affidavit, filed January 20, 2015, 2. Hearing CD- March 30, 2015 request the court order the documents validated by an expert 3. and copies of e-mails to Larry Montano furthering this request] To this date, Plaintiff and Plaintiff's counsel have not addressed the alteration of the note and the lack of authentication of the free floating pieces of paper. The documents produced by Plaintiff were not authenticated and are not certified to be the true and correct originals by a show of admissible material fact .

18. Furthermore, Mr. Montano's further misrepresentation took place in the July 31, 2015 hearing when he read half sentences of Ann Galloway's response to a discovery document written after 2012 and proceeded to verbalize false conclusions that he made up to cover up Plaintiff's lack of standing to file this case. Here, Mr. Montano misrepresented Ann Galloway while making presumption, not facts that Ms. Galloway was informed before her bankruptcy that Plaintiff is a creditor.

19. Plaintiff is not the creditor and clearly defendant was misled and misinformed just as this court of law has been misled and misinformed. JPMCBNA had a duty to the US Bankruptcy Court to not deceive the court with forged documents listing itself as a creditor. Plaintiff instead, continued their deception in this instant case claims to be the "Holder in Due Course" on or about April 1, 2013 with bearer paper- holding document that Plaintiff and Plaintiff counsel will not have validated by an expert. [hear March 30, 2015 hearing and exhibits; 7 request for appointment for document expert] During most of the hearing Mr. Montano shifted back and forth from claiming to be a creditor and then after 1/20/2015 when presented with the

affidavit changed the story to being servicer (demanding that Defendant, Galloway knew Chase is the creditor and knowingly listed Chase in the bankruptcy) when admissible evidence is presented to prove otherwise. Material evidence clearly validates this deception that Plaintiff has no standing to bring this lawsuit forward as a creditor or a service [See exhibit C.2 claiming to be a creditor, See complaint 5 claiming to be holder in due course Hear March 30, 2015 page 17 and C. 2 hearing Chase admitting to be a servicer with no validation Also see affidavits E, G.]

20. To further diver the attention away from Plaintiffs lack of standing, Mr. Montano has made Defendant appear to be a liar and a cheat to cover Plaintiff's and Plaintiff counsel's deception and misrepresentation. Mr. Montano's deceitful attacks not only involve the facts of this instant case they are far reaching into Defendant health and family life. Please view documents of my only child's severe accident in 2009 and the police report when Defendant was hit as a pedestrian on April 22, 2011 [Exhibit 2 and 3]

21. Plaintiff stated in the Complaint that it is "Holder in Due Course" and counsel continued to state that as a fact until Ann M. Galloway brought forth an affidavit revealing the fact that JPMorgan Chase Bank NA. Assignment of Mortgage cannot be valid because it is listed as being a servicer on the MERS web site, listing JPMorgan Chase Bank NA as servicer and Fannie Mae as investor. JPMCNA and Counsel then had no choice, but to later, admit in a hearing that it is the services and Fannie Mae is the investor. There is no validation of agency relationship between JPMorgan Chase Bank NA and Fannie Mae, while misleading the court into believing that they are the "holder in due course". [See Complaint ¶ 5]

22. As Plaintiff in this case cannot meet this burden, the case must be dismissed. The Note, which is attached as Exhibit A to the Complaint, names as Lender Mortgage Strategies Group

LLC. The endorsement by Karen Welcn on the note before April, 2013 was altered and stamped void without any authorization or explanation. After April 1, 2013 there is no indorsement on the note. The note is altered with a void stamp.

21. There is no evidence that the Note was transferred at any time by Mortgage Strategies Group LLC even without the alteration prior to the filing on April 1, 2013. [See exhibit B.1]

22. . The two free floating papers claimed to be Allonge to the note are undated, unauthenticated and are without a Notary certification.

23. Default Judgment was not properly entered because the genuine original promissory note was not filed with the Court. Pursuant to local rules and Rule 1-055(E) NMRA, the genuine original promissory note must be filed with the Court to merge with a default judgment. The only promissory note on file in this case is a bad microfiche copy of a promissory note which is not indorsed in favor of Plaintiff. Therefore the Default Judgment failed to comply with local and state rules.

24. It would be inequitable to force a home to be sold for the benefit of a Plaintiff whois not entitled to a judgment at law in the first place.

III. ARGUMENT AND AUTHORITIES

25.. Controlling Law by the New Mexico Supreme Court mandates dismissal.

"Our Supreme Court has established that lenders seeking to foreclose in New Mexico must have standing to foreclose at the time the complaint is filed. Bank of New York v. Romero, 2014-NMSC-007, ¶17 Therefore, before filing a complaint for foreclosure, a lender is on notice that it must be able to show, through properly indorsed and dated documentation, that it is the owner of both the note and mortgage on the date of filing a foreclosure action. Accordingly, we hold that the Bank's possession of an undated

unendorsed note, without evidence of when the Bank obtained possession, does not establish the Bank as holder of the note at the time the foreclosure suit was filed." *Deutsche Bank v Johnston* 2014-NM Court Appeals ¶17.

26. A judgment is void if the court entering the judgment lacks subject matter jurisdiction.

Chavez v. County of Valencia, 86 N.M. 205, 209, 521 P.2d 1154 (1974). Subject matter may be jurisdiction because Plaintiff did not have standing at the time suit was filed. Plaintiff has not met its burden to show standing at the time that suit was filed, which deprives this Court of jurisdiction and the matter must be dismissed. *Bank of New York v. Romero*, 2014-NMSC-007, ¶17. The Court states that if a foreclosure Plaintiff cannot meet its burden to show that it had standing at the time suit was filed, the Court is deprived of jurisdiction and the matter must be dismissed. *Id.* The Lender/Payee on the Note/Mortgage is Mortgage Strategies Group LLC.

27. There is no indorsement on the Note or other evidence of Mortgage Strategies Group LLC. intended to transfer the Note. Plaintiff must not only show possession of the Original Note, but it must also show the transaction by which it received the right to enforce the Note. *Id.* It cannot do so because there is no evidence of indorsement by Mortgage Strategies Group LLC. on the Note that was attached as Exhibit A to the Complaint.

28. Without evidence that Mortgage Strategies Group LLC., intended to transfer the entire instrument, which is made of Note and Mortgage, Plaintiff fails to meet its burden. *Id.*; NMSA 1978 § 55-3-203(d). Any attempts to rely on an assignment of mortgage, and those fail on their face, are misplaced as Bank of New York holds that an assignment of mortgage does not carry with it the authority to assign the Note. *Bank of New York v. Romero*, ¶ 35.

29. The burden of establishing standing is Plaintiff's. *Id.* at ¶ 17. See also "*ACLU of NM v. City of Albuquerque*, 2008-NMSC-045, ¶ 9 n.l, 144 N.M. 471, 188 P.3d 1222 (recognizing standing

as a jurisdictional prerequisite for a statutory cause of action); *Lujan v. Defenders of Wildlife*, 504 U.S. 555, 570-71 n.5, 112 S. Ct. 2130, 119 L. Ed. 2d 351 (1992) ("[S]tanding is to be determined as of the commencement of suit."); accord 55 Am. Jur. 2d Mortgages § 584 (2009) ("A plaintiff has no foundation in law or fact to foreclose upon a mortgage in which the plaintiff has no legal or equitable interest.") Id

30. The Supreme Court said "[o]ne reason for such a requirement is simple: "One who is not a party to a contract cannot maintain a suit upon it. If [the entity] was a successor in interest to a party on the [contract], it was incumbent upon it to prove this to the court. "" Id, (quoting *L. R. Prop. Mgmt., Inc. v. Grebe*, 1981-NMSC-035, ¶ 7, 96 N.M. 22, 627 P.2d 864).

In order to enforce the entire instrument of Note and Mortgage, the entire instrument of Note and Mortgage must be transferred to the Plaintiff, at or before the time suit is filed. Clearly, Plaintiff has not met its burden to show standing when suit was filed. Importantly the Court placed the burden for proving standing squarely on the Plaintiff. "The Bank of New York had the burden of establishing timely ownership of the note and the mortgage to support its entitlement to pursue a foreclosure action." Id. (Emphasis added.)

IV. If the entire instrument is not transferred to Plaintiff, negotiation of the entire instrument does not occur and Plaintiff has no rights to the entire instrument under

Article 3 of the UCC.

30. "The mortgage only secures the payment of the debt, has no life independent of the debt, and cannot be separately transferred. If the intent of the lender is to transfer only the security interest (the mortgage), this cannot legally be done and the transfer of the mortgage without the debt would be a nullity." Id, at 35. (Internal citation omitted, emphasis added.) If the entire instrument of Note and Mortgage are not transferred, Plaintiff is removed from operation of Article 3 of the DCC. NMSA § 55-3-202(d). There is no indication of intent to transfer the Note from the Original Lender.

"In interpreting a statute, we first examine "the plain language of the statute, giving the words their ordinary meaning, unless the Legislature indicates a different [meaning] was intended." *DAV v. Lakeside Veterans Club, Inc.*, at ¶13 (quoting *NM Indus. Energy Consumers v. NM Pub. Reg.*

Comm'n, 2007 NMSC 53, ~ 20, 142 N.M. 533, 168 P.3d 105). "[W]hen a statute contains language [that] is clear and unambiguous, we must give effect to that language and refrain from further statutory interpretation." *Id.* (quoting *Quynh Truong v. Allstate Ins. Co.*, 2010 NMSC 9, ¶ 37, 147 N.M. 583, 227 P.3d 73).

"Statutory interpretation is a question of law, which we review de novo." *Hovet v. Allstate Ins. Co.*, 2004-NMSC-010, ¶10, 135 N.M. 397, 89 P.3d 69. "[W]hen presented with a question of statutory construction, we begin our analysis by examining the language utilized by the Legislature, as the text of the statute is the primary indicator of legislative intent." *Bishop v. Evangelical Good Samaritan Soc.*, 2009-NMSC-036, ¶11, 146 N.M. 473, 212 P.3d 361. Under the rules of statutory construction, "[w]hen a statute contains language which is clear and unambiguous, we must give effect to that language and refrain from further statutory interpretation." *State ex rel. Helman v. Gallegos*, 1994-NMSC-023, ¶ 18, 117 N.M. 346, 871 P.2d 1352 (internal quotation marks and citation omitted). *Bank of New York v. Romero*, ¶ 40.

31. "If a transferor purports to transfer less than the entire instrument, negotiation of the instrument does not occur. The transferee obtains no rights under this article and has only the rights of a partial assignee." NMSA 1978 § 55-3-203(d). (Emphasis added.)

32. Because Plaintiff has not transferred the entire instrument of Note and Mortgage, Plaintiff is removed from operation of Article 3 to enforce the entire instrument of Note and Mortgage. See also *Bank of New York v. Romero*, 2014-NMSC-007, ¶ 17 ("One who holds a note secured by a mortgage has two separate and independent remedies, which he may pursue successively or concurrently; one is on the note against the person and property of the debtor, and the other is by foreclosure to enforce the mortgage lien upon his real estate.") (Internal quotation marks and citation omitted.) "These separate contractual functions-where the note is the loan and the mortgage is a pledged security for that loan-cannot be ignored simply by the advent of modern technology-MERS the electronic mortgage registry system." *Bank of New York v. Romero*, ¶ 35.

technology-MERS the electronic mortgage registry system." *Bank of New York v. Romero*, ¶ 35. In addition, as merely the servicer, Plaintiff may not be treated as the owner of the obligation for administrative convenience and may not claim the right to enforce thereby.

V. As servicer Plaintiff is not entitled to enforce.

33. Plaintiff is merely servicer of the Note and how Plaintiff became servicer is in question. As such, Plaintiff is not entitled to act as assignee of the obligation. See 15 USCS § 1641(f), which states: "A servicer of a consumer obligation arising from a consumer credit transaction shall not be treated as an assignee of such obligation for purposes of this section unless the servicer is or was the owner of the obligation." The servicer is "not treated as owner on basis of assignment for administrative convenience. A servicer of a consumer obligation arising from a consumer credit transaction shall not be treated as the owner of the obligation for purposes of this section on the basis of an assignment of the obligation from the creditor or another assignee to the servicer solely for the administrative convenience of the servicer in servicing the obligation." *Id.* (Emphasis added.)

VI. New Mexico does not favor summary judgment where there is a meritorious defense and standing may be initially raised at any time, including on appeal.

34. Due to the above mentioned non-disclosure, deceit and misrepresentation Defendant, Ann Galloway sent notices of recession in 2013 and again in 2015. Based on the Supreme Court ruling Cite as: 574 U. S. _ (2015), Supreme Court of the United States, Washington, D. C. 20543, of No. 13-684 LARRY D. JESINOSKI, ET UX., PETITIONERS v. COUNTRYWIDE HOME LOANS, INC., ET AL. ON WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE EIGHTH CIRCUIT [January 13, 2015] JUSTICE SCALIA Plaintiff, JPMCBNA MERS Fannie Mae as well as Judge Mathew and all Counsel received notice Based on the US Supreme court ruling on Recession Ann Galloway Filed Another August 6, 2015 [See exhibit B.2] according to law Plaintiff, Fannie Mae and/or MERS had 20

day from receipt of Notice to file a lawsuit specifically regarding the recession. No one filed law suit within the given time and are in default. This case must be dismissed with prejudice pursuant to Rule 1-012(H)(3) NMRA because this Court lacks subject matter jurisdiction, and Defendant should be awarded costs of suit. This Court has no choice. The only authority of this Court at this time is to dismiss this suit.

35. New Mexico Courts do not favor disposition by summary judgment. "New Mexico courts, unlike federal courts, view summary judgment with disfavor, preferring a trial on the merits." *Romero v. Philip Morris Inc.*, 2010-NMSC-035, ¶ 8, 148 N.M. 713, 242 P.3d 280. "In reviewing an award of summary judgment, we engage in the same inquiry as the trial court, and consider the matters presented for and against such motion in a light most favorable to the nonmoving party." *Gilliv. Carrows Restaurants, Inc.*, 118 N.M. 120, 122, 879 P.2d 121, 123 (Ct. App. 1994).

36. However, standing is a jurisdictional issue and may be raised at any time during the proceedings, including for the first time on appeal. *Rio Grande Kennel Club v. City of Albuquerque*, 2008-NMCA-093, 144 N.M. 636, 190 P.3d 1131. "Whenever it appears by suggestions of the parties or otherwise that the court lacks jurisdiction of the subject matter, the court shall dismiss the action." Rule 1-012(H)(3) NMRA.

37. "Whether a plaintiff has standing depends on "whether the constitutional or statutory provision on which the claim rests properly can be understood as granting persons in the plaintiffs position a right to judicial relief. "" *NM Gamefowl Ass'n v. State ex rel. King*, 2009-NMCA-088, ¶14, 146 N.M. 758, 215 P.3d 67 (quoting *Warth v. Seldin*, 422 U.S. 490, 500, 95 S. Ct. 2197, 45 L. Ed. 2d 343 (1975)). "When a statute creates a cause of action and

designates who may sue, the issue of standing becomes interwoven with that of subject matter jurisdiction. Standing then becomes a jurisdictional prerequisite to an action." Am. Civil Liberties Union of NM v. City of Albuquerque, 2008-NMSC-045, ¶9 n. 1, 144 N.M. 471, 188 P.3d 1222. Standing must be established at the time suit was filed. DAV v. Lakeside Veterans Club, Inc., 2011-NMCA-099, ¶14, 150 N.M. 569, 263 P.3d 911. As shown above, Defendants have a meritorious defense. Defendants' meritorious defense also constitutes grounds for relief under Rule 1-060(B). See Rule 1-060(B)(4): "the judgment is void." A judgment is void if the court entering the judgment lacks subject matter jurisdiction. Chavez v. County of Valencia, 86 N.M. 205, 521 P.2d 1154 (1974).

38. In this instant case the Court lacks jurisdiction because Plaintiff does not have standing, which *Bank of New York v. Romeroheld* was jurisdictional. Without jurisdiction, the judgment is void. If the judgment is void, Rule 1-060(B)(4) states that this is grounds for relief.

39. Additionally, if the Plaintiff is not entitled to enforce the Note and mortgage, then it misrepresented that it had the authority to do so, which is grounds for relief under Rule 1-060(B)(3): "fraud upon the court" (whether heretofore denominated intrinsic or extrinsic), misrepresentation, or other misconduct of an adverse party". (Emphasis added.)

CONCLUSION

Plaintiff lacked standing to have commenced this lawsuit. It did not possess the Note or have the right to enforce the Note as its holder. Plaintiff had no right to file this lawsuit. This Court's presumed subject matter jurisdiction evaporated when Plaintiff was challenged to establish standing and they could not. Plaintiff had many opportunities to prove up jurisdictional facts and they failed each time. Just because someone claims a debt, does not mean a home has to be

seized and sold. Instead, it is the primary duty of our honorable Court to protect both the homeowner and hold the place of the lawful party actually entitled to enforce a note and mortgage until such time as they do come forward to make a claim.

It is well established that even a thief may be a holder. In *re Miller v. Deutsche Bank Nat'l Trust Co.*, 666 F.3d 1255, n. 11 (10th Cir. 2012). However, even being a holder of the Note, a thief shall not lawfully enforce the Note. See also NMSA 1978 § 55-3-302: "OFFICIAL COMMENT. -1. Subsection (a) (1) is a return to the N.L.L rule that the taker of an irregular or incomplete instrument is not a person the law should protect against defenses of the obligor or claims of prior owners." (Emphasis added.) Unfortunately, many wrongful foreclosures have occurred and still occur today.

Under controlling law, every foreclosure Plaintiff has the burden to show standing, without which this Court lacks jurisdiction. Plaintiff has misled the court to rule in favor of it not producing discovery request in addition to creating a judicial estoppel from having the authenticity of the documents examined by an expert. Plaintiff has not shown standing in this lawsuit and the matter must be dismissed. Rule 12-213 (A)(3) (A contention that a verdict, judgment or finding of fact is not supported by substantial evidence shall be deemed waived unless the summary of proceedings include the substance of the evidence bearing on the proposition."). Lack of Standing is a potential Jurisdictional defect which may not be waived and may be raised at any stage of the proceedings *Gunaji v. Macias*, 2001-NMSC-028 - 20,130 n.m. 734,31 P. 3d 1008)The Supreme Court may reach the issue of standing based on prudential concernsSee *New Energy Economy, Ince v. Shoobridge*, 2010 NMSC-049,- 16.149 N.M 42, 243 P. 3d 746,"Indeed prudential rules of judicial self-governance, like standing, ripeness and mootness are founded in concern about the proper- and properly limited - Role of courts in a

democratic society and are always relevant concerns."

Defendant alleges like the Romero case none of the Banks evidence and or the lack of admissible material fact evidence demonstrates standing because the evidence shown clearly consists of hearsay statements by Plaintiff's Attorney, and misrepresentation of the facts. Motion to Vacate which was improperly held in addition to the fact that Vanessa DeNiro misrepresented herself with inadequate representation, and declare the Court's July 31, 2015 ruling granting Summary judgment and judicial estoppel void.

WHEREFORE, Defendant, Ann M. Galloway moves the Court enter an Order with the following particulars:

Declare the Judgment entered herein void;

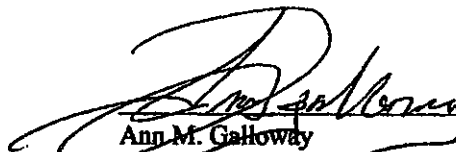
Vacate, void the Judicial Estoppel and sanction Plaintiff

Dismiss Plaintiff's suit with Prejudice for Lack of Standing;

Remove the Les penden lien for the Galloway home and; *attorney fees and expenses consultant related to this suit*

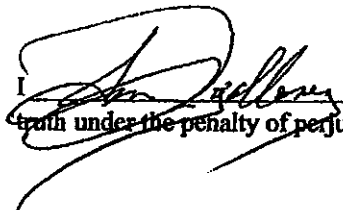
For such further relief as the Court deems just and proper.

Respectfully submitted:


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

August 13, 2015

JURAT


 Ann, M. Galloway hereby certify that this is the true and nothing but the truth under the penalty of perjury. AFFIDAVIT OF NOTARY PRESENTMENT

AFFIDAVIT OF ANN M. GALLOWAY

I, Ann M. Galloway (AMG), Affiant, being of sound mind, and over the age of twenty-one (21) years, competent to testify with first-hand knowledge, hereinafter known as Affiant, do swear and affirm;

1. Affiant has neither seen nor has been presented with any proof by admissible evidence that the alleged negotiable instrument Plaintiff has presented to this court is the original nor believes any such proof exists. Affiant demands strict proof thereof. See footnote 1
2. Affiant has neither seen nor has been presented with any proof by admissible evidence that plaintiff was in possession of the original documents at the inception of this case and believes none exists. Affiant demands strict proof thereof. See also footnote 2.
3. Affiant has neither seen nor has been presented with any proof by admissible evidence that Plaintiff took the alleged note for value and believes that none exists. Affiant demands strict proof thereof.
4. Affiant has not seen nor has been presented with any proof by admissible evidence that Plaintiff took the alleged note in good faith and believes that none exists. Affiant demands strict proof thereof.
5. Affiant has not seen or has been presented with any proof by admissible evidence that Plaintiff took the alleged note without notice that the Instrument is overdue or has been dishonored or that there was an uncured default and believes that none exists. Affiant demands strict proof thereof. See footnote 3.
6. Affiant, in December 2014, went to the law offices of Holland & Hart located at 110 N. Guadalupe Suite 1, Santa Fe, NM 87501 to visually inspect the alleged original promissory note.
7. The alleged original note and alleged Allonges were presented to me as separate pieces of paper. The two Allonges were not affixed to the alleged note. See footnote 4.
8. Affiant has neither seen nor has been presented with any proof by admissible evidence that Plaintiff is the owner of the indebtedness and believes no such proof exists. Affiant demands strict proof thereof. See footnote 5.
9. Affiant has neither seen nor has been presented with any proof by admissible evidence that the endorsements on the two Allonges were placed there by a holder of the Galloway note or an authorized person. See foot note 6.

I, Ann M. Galloway (AMG), certify on my own commercial liability that I have read the above affidavit and do know the contents to be true, correct and complete and not misleading, the truth and nothing but the truth.

 Ann M. Galloway (amg) 1/20/15 Date

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

Sworn and Subscribed before me Marcy Gonzales a Notary, this 20th day of January 2015 upon satisfactory evidence of the identity of the Affiant.

fn 1. Statements, arguments and assertions of a parties attorney are not admissible evidence. Garcia v. Garcia, 2010-NMCA-014, 147 N.M. 652, 227 P.3d 621 (" secondly, as this Court has consistently expressed. "[t]he mere assertion and arguments of council are not evidence."

fn. 2. The burden of proof is on the foreclosing plaintiff to prove its rights. Romero, 2014-NMSC-007, at{17} and Quintana, docket No.33,3611, at{15}.

fn. 3. Plaintiff has alleged that it is a holder in due course. See paragraph 5 of COMPLAINT FOR FORECLOSURE. See also NMSA 55-3-302 Holder in Due Course.

fn. 4 See NMSA 55-3-204. Indorsement. For the purpose of determining whether a signature is made on an instrument, a paper affixed to an instruments is a, part of the instrument.

fn. 5. See Romero at{17} quoting Am Jur 584. Quote 584 "A Plaintiff has no foundation in law or fact to foreclose upon a mortgage in which the plaintiff has no legal or equitable interest. A mortgage securing the repayment of a promissory note follows the note and thus, only the rightful owner of the note has the right to enforce the mortgage."

fn. 6. See NMSA 1978, § 55-3-205...

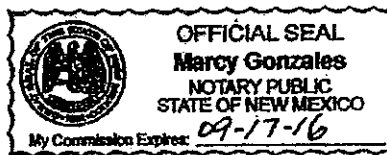
SEC CLERK RECORDED 04/03/2019

State of New Mexico)
County of Santa Fe) ss:

The foregoing instrument was acknowledged before me this 20th day of January 2015 by Ann M. Galloway

My Commission Expires: Sept 17, 2016


Notary Public



001113

Exhibit C

ASSIGNMENT OF MORTGAGE
State of New Mexico

Mortgage Electronic Registration Systems, Inc., as nominee for Lender and Lender's successors and assigns, holder of a Mortgage from Ann Marie Galloway to Mortgage Electronic Registration Systems, Inc as nominee for Mortgage Strategies Group, LLC, dated May 24, 2007 and recorded May 30, 2007 in Receipt No. 1485277 of the records of Santa Fe County, New Mexico, hereby assigns said Mortgage and the obligations secured thereby to

JP Morgan 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 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

Witness its hand and seal this 5 day of August, 2011

Mortgage Electronic Registration Systems, Inc.,
as nominee for Lender and Lender's successors
and assigns

By: [Signature]

Its: Vice President

STATE OF NC)
) ss.
COUNTY OF Florence)

This instrument was acknowledged before me on 8/5, 2011 by Penny Aston, personally known to me (or satisfactorily proven) to be the person who executed this instrument as Vice President on behalf of the corporation therein named and acknowledged to me that the corporation authorized such execution.

PAMELA BROWN
Notary Public, State of South Carolina
My Commission Expires Feb. 17, 2021

[Signature]
Notary Public

My commission expires: 2/17/2021

[Stamp]
- Exhibit
D.1

SEC CLERK RECORDED 08/03/2011

assumed responsibility for the servicing of your loan from Amtrust Bank. And it goes on to talk about what its functions are as the servicer. So your honor, this notion that Chase is trying to defraud Ms. Galloway into saying that it is the owner of the loan, it's never said that it's the owner of the loan. It has no relevance to this proceeding at all. It had no relevance in the bankruptcy action. And that is why your honor in our view, by filing this answer in which she's trying to make this case into something that is already passed in the bankruptcy court is in our view improper.

J Thank you Mr. Montañó.

A Your honor, may I draw your attention to exhibit C2.

J Um, I'm going to rule, Ms. Galloway. And here's what I'm going to rule.

I'm going to rule that I'm going to allow you to file your amended answer that you recently filed. That's going to be your operative answer. But I'm not going to preclude the plaintiff from filing any appropriate motion that they want. They can file motions to dismiss, probably not likely that they would do that. They can file motions for summary judgment. But I'm going to essentially, for your purpose today, I'm denying the motion, and I'm allowing your amended answer to stand.

Now, that doesn't mean that you got free license here. I told you repeatedly, you have to follow the rules. I have given you a lot of leeway to this point, but that doesn't mean that you can continue on this path. Do you understand ...

A ... that I wanted is not practicing law.

J Okay, but that's, I repeatedly advised you, and I'll advise you today again. Because this comes in this case – it goes to trial in August, assuming we don't have a real band to bankruptcy proceeding, which could happen, and that would change things obviously. Either of you could do that, based upon what I'm hearing today.

But you really need to understand that you are being held to the same rules. And that means rules of evidence when you go to trial. That means rules of procedure when you file motions or file pleadings in this court. This is, it's absolutely important you do that.

I am going to order you to mediation. If you don't go to mediation, you need to understand that that could result in a contempt citation, which can be fines, it can be, even that the striking of your counterclaims ...

A ∴ mediate the fraudulent documents, your honor.

J That's your position in this fraudulent, do you understand that the plaintiff doesn't agree with that position.

But you are going to mediation. You are going to go to mediation, and that's a direct order. I will, right now, I'm going to order you to mediation with Judge

Harris. If that, if you can come to some agreement with Mr. Montañio for somebody else, I'm willing to modify that order, but it's got to be in an order. It's got to be a stipulated order that you agree to.

Right now, I'm ordering you to go to mediation with Judge Harris. All right.

A Who represents the banks.

J I don't know. But, Judge Harris? Judge Harris has been on the bench for a long time. He doesn't represent the banks, Ms. Galloway. So that is an improper characterization of Judge Harris. He's a respected retired judge. I don't know who told you that. But it is wrong.

A I'll bring the case history of when he ruled in favor of the banks.

J That doesn't mean he represents the banks. Banks are just like anybody else. They have the right to bring claims in court, the same as you've got the right to defend yourself ...

A I haven't found a homeowner ruling, a ruling in favor of the homeowner.

J What's reported cases, Ms. Galloway, are cases that have gone up on appeal. Those are not all of the cases that are reported. So I'm telling you, I'm giving you the opportunity to find somebody else. But unless you find somebody else, it's Judge Harris. All right?

A What is the deadline to find someone else locally, because I did find someone ...

J I know you found someone in New York and I'm not going outside of this jurisdiction. So you've got thirty days ...

A Okay ...

J ... to make arrangement with Judge Harris or to find somebody else. Thirty days to make those arrangements with Judge Harris or come to an agreement with Mr. Montañio for somebody else. Mr. Montañio, I'm going to ask you to incorporate all this into one order.

L I will, your honor.

J ... all right. Your pleading stands. You won on that today. You prevailed on it. But if you diverge from the rules, you run the risk of adverse consequences. To the point of having your pleading stricken. All right.

So I want to make sure you understand that. And that's why I've repeated it so often. I strongly encourage you to get an attorney that is practicing and can help you. Because you clearly are in need of an attorney. You've clearly gotten some bad advice from somebody about how to proceed with this. It's going to result potentially in a detrimental outcome for you. All right?

So, please take those words of warning. All right.

OFFICE OF THE SECRETARY OF STATE NEW MEXICO

Certificate of Non-Registration

Chase Bank

The Office of the Secretary of State certifies that the above corporation, under said name, is not registered within the State of New Mexico to transact business, neither as an LLC, profit or non-profit organization.

Dated: August 05, 2015

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.



A handwritten signature in cursive script, reading "Dianna J. Duran".

**Dianna J. Duran
Secretary of State**

Exhibit: 6.1 -

001275

The Supreme Court ruling *Haines v. Kerner*, 404 U.S. 519 (1972) states: Judges are required to help pro se litigates and tell them where they have error in their filing. Judge Mathew please provide the law with its authority that does not allow a pro se litigate to represent them self in a court of law.

On November 14, 2014 Ms. Galloway as a first hand witness saw Mr. Montano present a very poor brightly colored copy of a promissory note which appeared to be photo-shopped Mr. Montano claimed this piece of paper to have my original endorsement. In December 2014 this alleged Promissory Note was viewed by defendant at the Holland and Hart office location with a high powered magnifying instrument where multi colored beads evidenced color copy/ photo shopping. [See exhibit: # 2] On July 31 2015 Mr. Montano again claimed to have possession of the original Promissory Note. "I have with me here today the original collateral file, if you'd like to have that in front of you and Ms. DeNiro did not ask to review it.

The Judges response, That's fine ...here again Judge Mathew did not take or even look at the documents that Mr. Montano's alleged to be original documents and put them in the court safe like other Judges claimed to put valuable document in the court safe as observed by defendant in First Judicial Courts. Ms. DeNiro did not even ask to see the alleged Collateral file.

When the issue of altered and fraudulent documents was presented at the hearing Judge Mathew stated. "That's your position in this fraudulent, do you understand that the plaintiff doesn't agree with that position." [See hearing transcript March 30, 2015 page 16 top sentence]

Supreme Court Justice Hughes stated "As the final arbiter of the law, the Court is charged with ensuring the American people the promise of equal justice under law and thereby, also, functions as guardian and interpreter of the Constitution." Judge Mathew the law and authority of the law positions you to be Defendant's guardian.

Ineffective assistance of counsel is a claim raised by convicted criminals. Persons in prison, like other individuals, have the right to petition the Government for redress of grievances which of course, includes "access of prisoners to the courts for the purpose of presenting their complaints." *Johnson v. Avery*, 393 U.S. 483, 485; *Ex parte Hull*, 312 U.S. 546, 549. See also *Younger v. Gilmore*, 404 U.S. 15, *aff'd Gilmore v. Lynch*, 319 F. Supp. 105 (ND Cal.). Moreover, racial segregation, which is unconstitutional outside prisons, is unconstitutional within prisons, save for "the necessities of prison security and discipline." *Lee v. Washington*, 390 U.S. 333, 334. Even more closely in point is *Cooper v. Pate*, 378 U.S. 546, where we reversed a [405 U.S. 319, 322] dismissal of a complaint brought under 42 U.S.C. 1983. We said: "Taking as true the allegations of the complaint, as they must be on a motion to dismiss, the complaint stated a cause of action." *Ibid.* Defendant, Ann M. Galloway was treated like a convicted criminal unable to speak and defend herself with a ruling of estoppel, in addition to granting Summary

States of America Amendment V. and New Mexico Rules of Evidence Rule 11-806, 11-901 and 11-1002).

Galloway Demands that the judge prove that the Note was not a forgery!

5 Plaintiff has no standing and this lawsuit is a frivolous filing. Plaintiff is NOT Licensed by the State of New Mexico to conduct business. Plaintiff is also not licensed as a debt collector and is in violation of the New Mexico Fair Debt Collection Practice Act 61-18A-5 A and B which this unlawful activity appears to be allowed by Judge Mathew and this Court.

New Mexico Fair Debt Collection Practice Act 61-18A-5 Unlawful to conduct collection agency or engage in the business of a repossession or without license. The fact is that Plaintiff is not licensed to do business in the state of New Mexico in in violation which was state in the Complaint to Foreclose under 38-1-18 Agent for Service of Process and 53-17-1. Admission of Foreign Corporation as stated on the complaint to foreclose : See exhibits 1,2 Plaintiff has a corrupt and hideous history of destroying people and their life See exhibit 4

38-1-18. Agent for Service of Process. Any foreign corporation, foreign bank or foreign real estate trust without being admitted to do business in this state, may loan money in this state only on real estate mortgages, deeds of trust and notes in connection therewith, and take, acquire, hold and enforce the notes, mortgages or deeds of trust given to represent or secure money so loaned or for other lawful consideration. All such notes, mortgages or deeds of trust taken, acquired or held are enforceable as though the foreign corporation, foreign bank or foreign real estate trust were an individual, including the right to acquire the mortgaged property upon foreclosure or under other provisions of the mortgage or deed of trust, and to dispose of the same. Any such corporation, bank or trust except banks and institutions whose shares, certificates or deposit accounts are insured by an agency or corporation of the United States government shall first file with the secretary of state a statement, signed by its president, secretary, treasurer or general manager, that it constitutes the secretary of state its agent for the service of process for cases limited to, and arising out of, such financial transactions, including therein the address of its principal place of business. Upon such service of process, the secretary of state shall forthwith forward all documents by registered or certified mail to the principal place of business of the corporation, bank or trust. Nothing in this section authorizes any such corporation, bank or trust to transact the business of a bank or trust company in this state.

53-17-1. Admission of Foreign Corporation.

been provided that Affiant knows the identity of the true party of interest today. (48). No admissible evidence has been provided that Affiant had any way of knowing the accuracy of Plaintiff's alleged status in 2010 and before the bankruptcy was granted in 2011. (49). No evidence has been provided to validate that Plaintiff is a servicer for Fannie Mae. (50). No admissible evidence has been provided that Affiant was not falsely induced into confusion like many others across the country and become alarmed with Plaintiff's alleged "debt collector" status after the bankruptcy was granted. No admissible evidence has been provided that Affiant had a legal back ground to contest Plaintiff's fraud upon the US Bankruptcy Court in 2011. See: exhibit Bankruptcy papers filed [See exhibit C.1 filed August 17, 2015 affidavit in memorandum RP# 001172]

(51). No admissible evidence has been provided that Plaintiff did not purposefully and maliciously set out to confuse Affiant with it numerous status claims, deception, misrepresentations and fraud given the fact that Plaintiff has no admissible evidence that has not been self-generated forged and photo shopped [See exhibit A, B C, D of complaint to foreclose filed on April 1, 2015

FRAUD ON THE COURT

(52). No admissible factual evidence has been provided that Judge Mathew did not aid and abet Plaintiff's fraud upon the court by altering the note and forging the unaffixed papers purported to be "Bearer Paper" when Judge Mathew HQ:152. J" That's your position in this fraudulent, do you understand that the plaintiff doesn't

agree with that position." (53). No evidence has been provided that Plaintiff did not openly lie in court saying it is a "mortgagee," "holder in due course", "creditor", and "lender" then shifting its position while saying it never said it is a "creditor" HQ: 145. L, now saying it never said it was a creditor, it always said it is a "servicer" . (54). Judge Mathew ignored and to aid and bet Plaintiff deception HQ: 182. J Okay ... I think it's clear in the record that JP Morgan Chase is acting as a servicer in this proceeding as we sit here today.

(55). No evidence has been provided that Plaintiff's is a servicer. Further, no admissible evidence has not been provided that Plaintiff did not self-ordain and forge its own documents in an effort to fabricate a chain of title with an alleged robo signed script signer for Mortgage Strategies Group LLC., and an alleged signer for AmTrust Bank who did not endorse the unaffixed allonges.

(56). No admissible has been provided that JPMorgan Chase Bank National Association did not steal the Galloway documents, where it embezzled a good faith promissory note for \$521,000.00 to pay the investor- did not honor the note, did not return the note, did no pay the investors, and kept Affiants payments while purportedly laundered the money. (57). Affiant demands disclosure of what Plaintiff did with the tender. (58). JPMorgan Chase Bank did not provided over 1700 papers of junk with numerous digital copies of the notes, an Assignment of an alleged mortgage forged in 2011 ready to be filed if needed and did not answer discovery questions. (59). Further, there is no evidence that Judge Mathew did not aid and abet Plaintiff in its non-

**OFFICE OF THE SECRETARY OF STATE
NEW MEXICO**

Certificate of Non-Registration

Chase Home Finance , LLC

The Office of the Secretary of State certifies that the above corporation, under said name, is not registered within the State of New Mexico to transact business, neither as an LLC, profit or non-profit organization.

Dated: August 05, 2015

In testimony whereof, the Office of the Secretary of State has caused this certificate to be signed on this day in the city of Santa Fe, and the seal of said office to be affixed hereto.



Dianna J. Duran

**Dianna J. Duran
Secretary of State**

Exhibit 1

001494

document that states that Chase was the debtor, or debt collector, that is when it came to her mind that she, that Chase was not the true creditor of the note.

262. V. And the terminology here again, it's been inconsistent. I've read on the one hand that Chase claimed to be the creditor, on the other hand, a servicer. So it kind of goes back and forth. It claims to be the creditor in the bankruptcy court, yet the servicer here. It also claims to be a lender on the home loan modification.

Another nuance to this case ... Judge again would not allow due process

263. J ... from Ms. Galloway claiming that she's discharged from the debt, yet she doesn't have to comply with the terms, with Chase's demand. Note: The judge ignored the real issues at hand

264. V I think Ms. Galloway would be willing and ready to go back to bankruptcy court and do that discharge, if she were given the opportunity to do so.

265. J She's always got that opportunity. There's nothing that I can do to either grant her that opportunity or to take that opportunity away. She has that opportunity as a matter of law and her right, in the bankruptcy.

266. V I think she did file into the bankruptcy court, and they denied a request that she filed, as I said, I'm not a bankruptcy attorney, so I don't want to make any statements as to what she can and cannot do. But if that's an option for us to navigate, it will definitely discuss that with my client.

Another issue I just want to make, your honor, is that the home, Chase home financing is the entity that actually modified her note. And is also gave, I guess a purported – actually don't know how to define it sir, I'm not going to make that statement. But it's now JP Mortgage coming forward in the foreclosure case. Foreclosing on Ms. Galloway.

267. V. These are two separate entities, your honor. And so there's also no documentation or evidence as to how Chase Home Financing was able to transfer this document to JP Morgan. There's no documentation, any kind of information, any kind of admissions from, from the plaintiff yet as to that transaction too. I think there's numerous issues here, and if it des relate back to fraud, I think that's something that needs to be exposed and discovered. And I think that it would, it would actually support the fact that Ms. Galloway should not be judicially estopped from making this claim today.

268. V. But even if you do judicially estop her from making the claim today, my understanding is that judicial estoppel does not prevent her from asserting a defense of lack of standing here. Now, I didn't see case law making that assertion, and I didn't hear opposing counsel making that assertion either. So perhaps you can't make these fraudulent inducement claims, but whether or not she can actually have a defense of standing, I think it a whole other issue. That either we need a brief on or if, if my colleague wants to come up here and make that argument and actually cite to case law and to rule of law, then I think you know, you might have a, have an issue to discuss. But I think that needs to be briefed on your honor.

270 J. Well if I agree with the plaintiff that judicial estoppel applies, that means that it's Ms. Galloway has agreed that they are the proper creditor. So I'm not sure why we, if I, if I accept ... Note: the judge appears to be very confused and unqualified to make any form of judgement

271V But that claim was never actually ruled on. It was, it was a fact that, that perhaps she acquiesced to at the time. But it's not, judicial estoppel doesn't ... the judge acting in behalf of plaintiff interrupted defense again

272. J Well, it is ruled on when she's discharged from the debt. That's a ruling.

273. V. Whether or not that order applies to the fact and the fact that Chase is a creditor or not, I don't think that there's a ruling on whether or not Chase is the creditor or the holder in due course of her note. I think that perhaps judicial estoppel can prevent her from making her claims of fraud, because she could have made those claims in bankruptcy court, but to make a defensive standing, of lack of standing, I think that's a whole other issue. From my research, and it's been limited, because I've only been on this case for a month or so, but my research did not produce anything saying that she could not defend herself as to lack of standing.

274. V. Can, I don't know, is there something that you can point me to in your research or your documentation stating that she can't make this standing defense. I, when, in his pleadings, I thought Mr. Montaño was stating that she couldn't make her claims of fraud, because that's what, he could have made those claims in bankruptcy court. And he's also making a statement that it would, actually she lost standing to do that because it would have been the trustee's claims. Nonetheless, the issue of whether or not she could make the defense of lack of standing becomes a whole other area, whole other issue to discuss.

275. J What if Mr. Montaño has argued is that, because she identified Chase as the creditor holding the debt that she was seeking to be discharged from, she can't come into this court now and deny that Chase holds the debt and therefore has standing. That's what his argument was.

276.V Oh I show it's fraudulently induced ...

277.J His argument there was that was a pre-petition claim if it existed, and therefore had to be identified so that the trustee could determine whether they wanted to pursue that, that claim, and having not identified it, it remains an asset of a bankruptcy estate. That's what that argument was. Judge did not understand nor have the fact of Galloway before him...

278.V I guess I am under the impression that a judicial estoppel estops the party from making a claim, which is a claim, a complaint or a counter-claim.

288.J An inconsistent position in two different court proceedings. They're held, the parties are held to the position that they've taken and used for the purpose of gaining a judicial advantage. In this case, that would be the discharge of a debt. Note: Where is the proof of debt owned to Plaintiff..

289.V I would actually like the opportunity to brief on that issue some more, because I take a different position. I think that her defenses in any case are still preserved, despite, and these are, they're meritorious defenses. It's not necessarily a claim. And I think that she could still at least make her defense. I don't think that there's an automatic foreclosure just because she admitted or acquiesced the fact that, that

290. V. Chase was the creditor at the time of the bankruptcy. And again, she feels that she's been misled. She didn't, she didn't know any better, and she believes that it's part of the fraudulent inducement, the fraud in all of what Chase has done since the asset, since the loan, modification of her loan.

291. V. Your honor, I would like to do some more briefing on this issue. I really think that it, I don't, where's the case law stating that her defenses cannot be made. I disagree with your interpretation, quite honestly, just because I haven't read that in my research. And if there's anything,

292. V. Mr. Montano that you can impart, point to, because the bankruptcy case that you were citing this morning, it is not the same fact situation. I haven't had a chance to read this entire case. It's not the same fact situation. So it doesn't automatically apply here. And I don't know any other appellate court that particularly applies, and I know that there's a lot, these issues going on in, right now in the Second Judicial, here in the First Judicial, and the courts are going on each side of this issue, whether or not a former bankruptcy claimant can come into court and still have a defensive standing.

293. V. I don't think that's an issue that the appellate court or the Supreme Court has actually ruled on just yet, your honor. And if that's the case, everything else that I state before about the allonges, about the endorsements, about whether or not there's a fictitious or a photoshopped note, those all clearly are issue of material fact as to the plaintiff standing.

294.L Very briefly, your honor. And I'll try and address any questions that you have. Your honor, Ms. DeNiro has made an argument. The arguments of counsel are not evidence. The court has before it all of the operative documents needed to decide a foreclosure case. The opportunity to conduct discovery, the opportunity to pursue these avenues that Ms. DeNiro refers to, that time has come and gone. And so when she talks about it being interesting about the different endorsements on the note, it doesn't matter whether something is interesting or not. Note: counsel testimony is not evidence either

295 V. "...The reality, your honor, is that we are in possession of an original note that contains a blank endorsement. Under Romero, we have the right to enforce that piece of paper." No evidence has been provided that Montano did not openly lied in every hearing stating that he has the original note. No evidence has been presented that Plaintiff's counsel did not provide photo-shopped copies of an alleged note Note: See unrebutted affidavits 1/20/2015 and 9/24/2015.

296. L. But to your honor's questions relating to the bankruptcy filing. Your honor, sometimes we get too clever for our own good. Ms. Galloway filed a Chapter 7 petition. She went to the bankruptcy court. She asked the bankruptcy court to relieve her of her

decision by Judge Wexler. It is a Tenth Circuit opinion applying New Mexico law. Pardon me, I may be mistaken in that regard, your honor. It is a Tenth Circuit decision. I don't know if it was applying New Mexico law. Judge Wexler's decision says very clearly that under the bankruptcy code if you have any basis at all to seek relief and if you don't include that in your bankruptcy petition, then you no longer have standing to enforce that claim. **Note: this case law is not applicable 1. Defendant Galloway is clearly not a plaintiff like the Edwards. 2. Defendant named all assets in the bankruptcy 3.** "Chase Bank" was named as the creditor not JPMorgan Chase Bank National Association. Upon further research by Constable Investigative Services On August 8, 2015 "Chase Bank" is not listed with the FDIC and has no number or Corporate ID number. "Chase Bank" is a non entity and has no connection or referenced to JPMorgan Chase Bank National Association.

299.L "So respectfully, your honor, no amount of further briefing is going to change the law...."

300.J Thank you. All right, counsel. Thank you for your presentations this morning. It's my opinion that when a party goes into bankruptcy court and seeks and receives a discharge, they are estopped to deny the, the creditor standing in a mortgage foreclosure case such as this. And so I am reconsidering and I'm granting summary judgment to the plaintiff in this matter. Mr. Montafio, would you prepare the appropriate judgment ... to Ms. DeNiro.