

STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT

FILED
FIRST JUDICIAL
DISTRICT COURT

2015 DEC 29 PM 3: 58

JPMORGAN CHASE BANK NATIONAL ASSOCIATION,

Plaintiff,

v.

No. D-101-CV-2013-00911

ANN M. GALLOWAY,

Defendant.

MEMORANDUM OF LAW FOR REBUTTAL FILE 12/28/2015

[Note HQ: can be validated in a hearing Quote Summary filed in this court]

On or about December 20, 2014 for the first time Defendant had the opportunity to closely review what was alleged to be the original Promissory Note with a computer generated magnifying light instrument. Defendant witnessed not one color of ink as originally signed in the alleged signature but, numerous multicolored beads - characteristic of a photo shop copy. Without question, this is not the original wet ink signature of Ann M. Galloway's Promissory Note as falsely alleged by JPMCBNA's counsel in every hearing.

On January 20, 2015 Defendant filed an un rebutted affidavit with proof that JPMCBNA is a purported servicer, however; there is no evidence of a servicing agreement. Additional affidavits have been filed that have not been rebutted as well. These affidavits, with exhibits, reveal the fraudulent photo shopped promissory note

along with numerous false claims by JPMCBNA as follows: lender in 2010 on an unauthorized Home Loan Modification [see exhibit C of the complaint], creditor in US Bankruptcy in 2011 [See exhibit C.2], "Mortgagee" and "Holder in Due Course" in First Judicial Court on April 1, 2013 ^{Ag} [See Complaint for foreclosure paragraph 5] and a "debt collector" on August 15, 2011 [See exhibit A.1]. [Also see exhibit J that includes exhibit 1 filed 12/4/2015 -Secretary of State validation that JPMCBNA/Chase Home Finance LLC are not certified and licensed to do business in New Mexico].

Based on the above mentioned affidavits, during a hearing on September 30, 2015 in First Judicial Court JPMCBNA's counsel admitted it is not the creditor of the Galloway Mortgage and claimed to be a Servicer for Fannie Mae. [HQ:145. L] Rule 1-017 states the real party in interest must be named on the complaint. Additionally, No factual evidence of an agency agreement, title documents, or validation of a servicing agreement has been provided. Further, Fannie Mae is not named on the complaint [See opening statement of Complaint]. No evidence has been shown that Fannie Mae has an interest in Defendant's home. [See exhibit A.3 Fannie Mae holds no assets] It has not been disclosed and proven, who owns the purported loan therefor Defendant amended Schedule D removing "Chase Bank" as creditor to an unsecured asset of an unknown, "true party in interest".

JPMCBNA is in violation of False Claims—18 U.S.C. § 152(4) Subsection (4) of Section 152 "sets out the offense of filing a false bankruptcy claim. A "claim" is a document filed in a bankruptcy proceeding by a creditor of the debtor. It is sometimes also called a "proof of claim." For the purposes of this section the nature of the claim is

immaterial-- i.e., the claim can be secured or unsecured, liquidated or unliquidated, disputed or undisputed. A "false" claim is one that is known by the creditor to be factually untrue at the time the claim is filed."

Factual Material Evidence

1. **Cause 1:** On July 28, 2011 JPMorgan Chase Bank National Association (through LaNatria Holly Jurist presented a Notice of Appearance falsely claiming to be the creditor in violation of 814. False Statements (18 U.S.C. § 1014). This foreclosure mill was shut down by the Colorado Attorney General alleging massive fraud in 2013. Details of JPMCBNA 's misrepresentation are included in this document as well as fraud upon US Bankruptcy Court; the fact remains that there was no D-10 "proof of claim" form filed by JPMCBNA. Petitioner, Defendant is not an attorney, in addition to the fact that on April 22, 2011., DEFENDANT was hit by a vehicle as a pedestrian. [See police report exhibit 1.A filed previously filed in this court] This caused Defendant to be bed ridden with limited activity- suffering from multiple injuries, chronic fatigue and short term memory loss. Defendant was in pain and suffering with no energy to research and knowledge to challenge JPMCBNA's false claim (medical recorded provided upon request). After years of litigation in search of answers, "who owns the mortgage and note", Defendant now has solid proof that JPMCBNA does not have standing and is subject to numerous violations of law

FACTUAL BACKGROUND AND HISTORY OF JPMCBNA'S

MISREPRESENTATION

2 .Cause 2. On May 24, 2007 DEFENDANT allegedly received a mortgage from Mortgage Strategies Group LLC., with AmTrust Bank purportedly acting as a Servicer. [See Complaint for foreclosure exhibit A (altered) Note and exhibit B Mortgage]. This Court quotes approvingly from the UCC: "... the transferee cannot acquire the right of a holder in due course if the transferee engaged in fraud or illegality affecting the instrument." And goes on to quote the statute "a person who is party to fraud or illegality affecting the instrument is not permitted to wash the instrument clean by passing into the hands of a holder in due course and then repurchasing it." See UCC § 3-203.

On April 1, 2013 JPMCBNA filed a Complaint to Foreclose on defendant's home claiming to be a "Mortgagee" and a "Holder in due Course" with the following documents: an altered note and added two unaffixed papers. [See exhibit A], Mortgage [See exhibit B] Loan Modification [See exhibit C] and an Assignment of Mortgage [See exhibit D]. During a hearing on or about November 14, 2014 (over 18 months after filing the foreclosure complaint) Attorney for JPMCNA, Larry Montano presented what he alleged to be the original wet ink endorsed note by Ann M. Galloway[HQ: 20. L,] with two unaffixed papers claiming to be allonges causing JPMCNA to be a holder of "bearer paper" [HQ:40. L] This false claim is in violation of UCC § -3-204 (a) last sentence." "For the purpose of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument." Judge Francis Mathew acknowledged that the allonges were not attached/affixed in

his statement below. Judge Mathew knew or should have known that the note and allonges had to be permanently affixed to include endorsements. Judge Mathew, in the following statement said: "The note does not have to be attached to the ..." [HQ: 68.J] Also included is an affidavit by Greg Hutchins who also witnessed the note was not affixed to any papers. [See exhibit J Memorandum of Law Filed December 4, 2015 includes exhibit 3 Hutchins' Affidavit] The Note alleging to be original shown in open court over eighteen (18) months after the complaint was filed evidenced as a photo shopped copy with the MIN number and an Account number included; does not look like the digital note in the complaint. The complaint note does not include an account number and a MIN number [See exhibit A] . Judge Zamora in the Court of Appeal in the Johnston case confirmed that the endorsement has to be attached to the note as well as the following case law. These cases confirms the fact that Allonge's are required to be affixed to the Note. These cases are like this instant case except for the judge in the following cases did not errored in law: listened to not one side but, both sides and their defenses, did not interrupt the defense of the defendant and deny due, did not reframe the case to illegally foreclose, belittle the defendant, reviewed all of the evidence, did not implement judicial estoppel and ruled according to the evidence, relevant case law and law. "The inability to be affixed to the original note is a fatal defect of Fannie Mae's holder status." Fannie Mae v. Hicks, 20J5-Ohio-J955. Court of Appeals of Ohio EIGHTH APPELLATE DISTRICT COUNTY OF CUYAHOGA. ("[T]he [allonge] must be affixed to the instrument in order for the signatures to be considered part of the instrument."). Wells Fargo Bank NA. v. Freed, 3d Dist. Hancock No. 5-12-01, 2012-Ohio-5941, ¶ 25, also citing HSBC Bank USA v.

Thompson, 2d Dist. Montgomery No. 23761, 2010-Ohio-4158, ¶ 66. UCC § 3-204(a) states: A "paper affixed to the instrument" is considered to be part of the instrument for purposes of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument.. Id. To be effective, therefore, an Allonge must be affixed to a promissory note. See, e.g., In re Shapoval, 2010 WI 4811786, *2 (Bankr. D. Mass. 2010). If the purported Allonge signed by Flagstar is not affixed to the note, then despite having possession of the note, CitiMortgage lacks the status of "holder" as defined by UCC § 1-201(21)(general definition) of terms regarding holder. UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS CENTRAL DIVISION THOMAS,v.CITIMORTGAGE, INC., et al Chapter 7 Case No.1 0-40S49-MSH Adv. Pro. No. 10-04086. Violations: TILA, A "trustee" of an alleged SPV (REMIC) who accepts such a document would no doubt be acting ultra vires acting outside of the authority vested in the person purported to have acted." Judged Mathew and JPMCBNA's counsel would not and did not allow the documents to be authenticated. [See unrebutted affidavits dated 1/20/2015,[Exhibit E] 8/17 /2015 [Exhibit E.1] and 12/4/2015 [Exhibit E.2]] Defendant stated the note is altered and photo shop copied, as witnessed by Defendant on or about December 20, 2015 at the Holland and Hart Law office 110 N. Guadalupe Suite1, Santa Fe, NM 87501 .

Cause 3: The digital copy of the note in the complaint and the alleged original presented on or about November 14, 2014 has been altered compared to the note provided in 2011. [See exhibit B.1 submitted in this court numerous times]The alteration was not evidenced on the Note presented on or about September of 2011

Case number D-101-CV 2011-2600. DEFENDANT filed this case in an effort to learn "who owns the note"] (C) Alteration of the Note is in violation of: UCC § 3-302

(1)Holder in Due Course: "the instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity". Any reasonable mind can see prima fascia evidence- the note is altered. Violations : 831.07 "Forging bank bills, checks, drafts, or promissory notes:... Whoever utters and publishes as true a false, forged or altered record, deed, instrument or other A violation of subsection (1) or subsection (2) is a felony of the third degree " 18 U.S. Code § 4 - Misprision of felony. [Filed in First Judicial Court's Record Proper 1/20/2015 Exhibit E] "Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not, as soon as possible make known, the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both." Judge Mathew was informed of the alteration in every hearing and in every filing. [Judicial Notice filed November 4, 2014]

3. **Cause 4.** On 10/5/ 2010 Chase Home Finance LLC forged an unauthorized /unauthenticated Loan Modification claiming to be the lender. There was no disclosure by JPMCBNA until after the bankruptcy was closed when Defendant filed the above mentioned law suit. Defendant certainly did not know anything about these unlawful banking practices when filing bankruptcy. Chase Home Finance LLC., now a subsidiary of JPMCBNA without authority, implemented a loan modification to further fraudulently induce Defendant into believing that it is a "lender" [See exhibit C

in the foreclosure complaint filed April 1, 2013 page 6]. [also see Memorandum with affidavit filed 1/20/2015] With no disclosure, under duress and unable to work because of the severity of my only child's injuries which required numerous surgeries caused Defendant to sign the alleged incomplete predatory loan modification. The document did not include the Promissory note and mortgage of which it allegedly modified. This document is also without proper legible endorsements from Chase Home Finance, LLC. which appear to be initialed. [See exhibit C in the complaint pg.6] Clearly the same individual, whomever they are, was named as successors and assigns by MERS, when all purported successors and assigns as follows: Mortgage Strategies Group LLC., the alleged lender and AmTrust Bank, the alleged servicer were out of business a year earlier in 2009. After Defendant presented this factual information in open court, during a hearing [HQ: 129. A] JPMCBNA's counsel admitted in open court that the successors and assigns were out of business. [See HQ 197.L] Therefore, JPMCBNA/ Chase Home Finance LLC. forged an unauthorized false Loan Modification in 2010 claiming that it is a lender.

4. **Cause 5.** On February 27, 2013 JPMCBNA also forged an Assignment of Mortgage again using MERS to authorize the defunct entities as successor and assigns. This unauthorized, forged and fraudulent Assignment of Mortgage was filed in the county clerk records on 3/25/2013. [See exhibit D of complaint and exhibit E- Affidavit relabeled as exhibit A] In violation of O.C.G.A. § 16-8-102 Residential mortgage fraud Damages: \$100,000 (5) "Files or causes to be filed with the official registrar of deeds of any county of this state any document such person knows to contain a deliberate misstatement, misrepresentation, or omission."

5. **Cause 6.** JPMCBNA has no admissible evidence of a valid affidavit, no testimony by a qualified witness, lawful assignments and transfers to support the chain of title. On October 10, 2007 AmTrust Bank informed DEFENDANT that her loan had been sold. AmTrust stated "that this is to inform you that your loan is paid off or transferred to another servicer." [See exhibit B.6 filed numerous times in this court] AmTrust did not name the servicer or owner of the alleged loan, therefore; DEFENDANT assumed that the owner of the loan was "Chase Bank." Had DEFENDANT recognized JPMCBNA was a servicer, DEFENDANT would have taken action to reject it's servicing rights. Defendant received no forms, options or notification in violation of 12 U.S. Code § 2605 B, A, b (2) - Servicing of mortgage loans and administration of escrow accounts. JPMCBNA's counsel falsely claimed that Defendant received a welcome letter. Defendant did not receive the alleged welcome letter and recalls a demand from Chase Home Finance LLC., to automatically withdraw payment from Defendant's checking account. Without disclosure, Defendant was not fully aware of the corrupt practices of Chase Home Finance, LLC./JPMCBNA which are now widely known. On January 20, 2015 Defendant filed in First Judicial Court an affidavit validating that the MERS website listed JPMCBNA as "servicer" not as a "lender" "creditor", "Mortgagee", "Holder in Due Course" or "Debt Collector". MERS is known as a data base of purported information on securitized loans, of which JPMCBNA on or about September of 2011 allegedly claimed the Galloway Mortgage and Note was securitized. [See exhibit C.3 # 7 P. 5 & 6. and HQ:103.A] The MERS websites lists JPMCBNA as a Servicer [See exhibit E - Memorandum and Affidavit included are exhibits C & D stating JPMCBNA is a servicer and Fannie Mae is an Investor]. MERS

and Fannie Mae are well known for securitizing loans yet JPMCBNA without disclosure does not mention the name of a trust. Again, there is confusing and conflicting information providing with no admissible factual evidence of how JPMCBNA became a servicer and how Fannie Mae, an alleged Investor, (who holds no assets) has entitlement. [See exhibit A.3, Fannie Mae holds no assets and the requirements for endorsements]. No evidence has been provided by JPMCBNA that a Trust has been named and securitized which requires a minimum of four endorsements on the note into a named trust. Further, the MERS website did not validate JPMCBNA self-generated, forged documents as a Mortgagee, Holder in Due Course, as claimed in the complaint to foreclose [Also see exhibit C, D also C.2 filed numerous time in this court] Therefore, given the fact that all successors and assigns were out of business by 2009, there is no evidence that MERS had the authority to modify a loan or Assign a Mortgage to JPMCBNA. [Also reference verification Cause 4 last 7 sentences] After all the fraudulently created documents by JPMCBNA, in First Judicial Court hearings JPMCBNA's counsel stated that Chase has never claimed to be anything but a servicer. [HQ 145.L.] review conflicting documents See exhibit C.1, C.2 and Complaint for Foreclosure Paragraph 5 as well as exhibits C and D] Plaintiff JPMCBNA's Counsel now claims it is a servicer for an unverifiable Fannie Mae[HQ: 145.L.] No evidence has been provided that this self-proclaimed servicer status has been validated. Judge Mathew refused to acknowledge Plaintiff's false claims while aiding and abetting fraud upon the court any other judge would have taken the initiative to sanction Plaintiff for Fraud on the Court and it falsities [See HQ :182. J] No, not Judge Mathew, he instead abused his

power on July 31, 2015 to give Defendant's home to Plaintiff who clearly admitted they are not the creditor. [HQ: 145. L] Whenever Defendant brought up the fraudulent documents the Judge ignored Defendant, redirected the issues and then finally said: "That's your position in this fraudulent, do you understand that the plaintiff doesn't agree with that position." [See 152.J] JPMCBNA, false claim that it is a servicer for Fannie Mae [HQ 145. L] and did not including Fannie Mae on the complaint is in violation of NM Rule 1- 017 A which states. **1-017 Parties plaintiff and defendant: capacity.** " A Real party in interest. Every action shall be prosecuted in the name of the real party in interest". With the vast amount of public information regarding embezzlement, money laundering and bank fraud, it is unknown what JPMCBNA, FDIC number 628 does with money. [See referenced articles listed below regarding fraudulent money laundering and numerous violations] . The false titles and numerous names used by Chase Home Finance LLC/ JPMCBNA [See exhibit 5.1 filed 8/17/2015] After years of research and an effort to understand the methods of improper securitization, one, does not know whom they are dealing with.

6. **Cause 7.** Without disclosure Defendant unknowingly, listed "Chase Bank" on Schedule D as a secure creditor. On or about August 8, 2015 Defendant learned from Anthony Barnes, a Delaware/Washington/ New York, Process Server and Private Investigator that there is no legal entity known as "Chase Bank". JPMCBNA/Chase Home Finance LLC., do not list the name "Chase Bank " with FDIC number 628 or Corporate ID number 2118141 [See exhibit 5.1 filed 8/17/2015]. There is a legal entity known as "Chase Bank National Association" USA . FDIC # 23702 with a Corporate ID #0941510 which is different than JPMCBNA FDIC # 628 Corporate ID number

2118141 [See exhibit 4.1 filed 8/17/2015]. No evidence has been provided that "Chase Bank " is legally affiliated with JPMCBNA and its numerous, very confusing names [See exhibit 5.1 filed 8/17/2015]

7. Cause 8. Defendant was denied disclosure and a victim of fraud in the inducement.

After over four (4) years of litigation Defendant does not know "who is the true party of interest". No evidence has been provided that JPMCBNA is a party in interest"

Further, MIN Summary Report (if it is accurate) is a report naming all legal entities.

The MIN Summary does not name Mortgage Strategies Group LLC., as the lender.

The MIN Summary Report names AmTrust Bank as Servicer and Investor and the Interim Funder as First Collateral Services Inc.(Subsidiary of CitiMortgage) 1000344.

no evidence has been found that this entity is still in business. [See exhibit A.2 filed in the court] A document recovered from the closing packet from 2007 named both

Mortgage Strategies Group LLC. and AmTrust Bank as Servicers [See exhibit A.1

Notice of Assignment of Mortgage filed in the court] Therefore, this Notice of

Assignment conflicts with the Mortgage. Non-disclosure is grounds for fraud in the

inducement --Defendant thought she was getting a loan and does not know who

allegedly made a loan. This fact caused Defendant to Rescind the Mortgage, Note and Loan Modification.

8. Cause 9 On or about August 15, 2011 JPMCBNA informed Defendant that "Chase is

a Debt Collector" [See exhibit C.1 already filed] On or about August 5, 2015 the

New Mexico Secretary of State validated that neither Chase Home Finance LLC

and/or JPMorgan Chase are licensed to be a Debt Collector in the State of New

Mexico [Also see exhibit 1 and 2 already filed in the court] This is in violation of

FDCPA and New Mexico laws Pursuant to New Mexico Statutes [Annotated, Chapter 53, Corporations, 53-19-53 A.] A foreign limited liability company transacting business in New Mexico may not maintain an action, suit or proceeding in a court of New Mexico until it has registered in New Mexico. 53-19-53 [See exhibit J included is exhibit 1: Secretary of State Certificate of Non Registration for JPMCBNA and Chase Home Finance, LLC. JPMCBNA is listed as a Foreign Corporation [See exhibit J included is exhibit 2 validating Corp Id # of a foreign corporation J that includes exhibit 1 filed 12/4/2015]

Hearing Quotes from First Judicial Court Hearings

9. 181. A "On the record of the first hearing,(JPMCBNA ' counsel)made the statement, which is on record, and I have that, that JP Morgan Chase loaned Ann Galloway \$415,000. He made that statement. And that is not accurate. I never received money from JP Morgan Chase. JP Morgan Chase did not make a mortgage loan to me, and there's no validation to prove that."
10. 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". Note: Judge Mathew is aiding and abetting Plaintiff misrepresentation. Plaintiff claimed to be a Mortgagee and Holder in due course on the complaint paragraph 5 and now admits it is only a servicer for an unverifiable entity. Meanwhile JPMCBNA has not proven standing, claiming to be a servicer with no agency agreement for whom they are servicing.
11. 183. A " And my question your honor is, who gave them (JPMCBNA) the right. They self-ordained themselves that right. Fannie Mae? I don't see any information on that. And then this loan was securitized. So the Security & Exchange Commission would

authorize, there would be a PSA, a Pooling and Servicing Agreement, that would assign the rights to service a loan. There's no such documents. We asked for those documents. They have not provided any of them." [Judge Mathew denied Defendant Motion to Compel to aid and abet Plaintiff's lack of standing]

12. 184. J "Okay. I think here again, whoever has been advising you, when you say 'we,' I would be very concerned if I were you about taking that advice. But that's, I don't know who's advising you, but clearly somebody is. Mr. Montaña, please respond."

Note: again Judge Mathew is belittling and denying defendant due process of law.

13. No evidence has been provided that JPMCBNA ever presented the original note. The attorney perjured his oath with numerous false statement: 4. L. "...Your honor, Ms. Galloway borrowed over \$400,000 from my client in 2007. In 2010 her loan was modified and the amount agreed to under the loan modification was approximately \$440,000..." Note: JPMCBNA is not the Mortgagee and Holder in Due Course of the original note. The above statement is verified by unrebutted affidavits [See Memorandum and affidavit filed 1/20/2015, [See: exhibit E] (2) Rebuttal to Plaintiff's Response Affidavit of Fact file in the Record Proper 9/24/ 2015 [See: exhibit E.1] and (3) Motion for Peremptory Challenge filed in the record proper 12/4/2015 [See: exhibit E.2] Affidavits stand as fact and law. An Unrebutted affidavit is the law. JPMCBNA failed to rebut each affidavit point by point with an affidavit. Therefore Defendant's affidavits stand as truth and fact and are the law. Both JPMCBNA's Counsel, Larry Montano and Judge Mathew purposefully, willfully and maliciously covered up the law and factual evidence of Plaintiff's forged and fraudulent documents and lack of standing that has been brought up by Defendant in every hearing. [Hearing quotes to

numerous to list]: In Judges denial of Defendant's due process all he could say is, "That's your position in this fraudulent, do you understand that the plaintiff doesn't agree with that position." [See HQ:152.J] .

14. In regard to Defendant's Motion to Dismiss, September 14, 2014 Judge Mathew stated: "I must take off well plead facts as true." [See HQ: 9.J] Judge Mathew clearly look at the pleading and did not care whether the law, case law, statues and UCC were applicable or that the law was being followed and whether the alleged facts were true. Judge Mathew maintained Plaintiff's false and misleading information as fact and aided and abetted Plaintiff in the robbery of Defendant's home. And again all he could say was, : "That's your position in this fraudulent, do you understand that the plaintiff doesn't agree with that position." [See 152.J] . Judge Mathew did not appear to care whether the true party in interest claimed Defendant's home. Clearly, the judge would have given the home to any bank as long as the homeowner did not get it.[See and hear July 31,2015 hearing] Judge Mathew provided hearsay testimony against Defendant, refused to acknowledge the factual evidence, validated by defendant while preventing Defendant from showing any visual evidence in open court and stated::(See all hearings. Judge Mathew readily allow and facilitate all false evidence presented by JPMCBNA's Counsel).

15. JPMCBNA's counsel does acknowledge that Allonge means affixed/attachment yet doesn't address the fact that the purported Allonges are not affixed to the note, in violation of UCC-3-204 (a) [HQ. 39. L] Counsel knew or should have known that he was perjuring his oath of office by purposely misleading defendant and perpetrating fraud on the court. The Judge knew or should have known as he interrupted

defendant- denying her due process rights- while she was trying to frame her defense. [See HQ: 65.A, 67.A 69.A, 70.A, 71.A] When the judge willfully and maliciously interrupted Defendant while she was framing her case he knew or should have known that he was misrepresenting the law as the judge stated "The note does not have to be attached to the..." [See HQ: 68.J] After this fatal error the judge and Plaintiff's attorney devised an elaborate scheme of unlawful rhetoric regarding the unaffixed note and papers falsely claimed to be "bearer paper". [see HQ: 39.L through all hearings (too numerous to list)] The Judge interrupted defendant and erred in law in violation of Defendant's due process rights [HQ: 63.A , 64. A 66.J, 67.A, 68.J, 69. A, 70.A, 71.A, 72.A 73.A] The Judge knew or should have known that the endorsement needs to be affixed to the note. Both JPMCBNA's counsel and the judge are in violation of (numerous rules, codes and laws too many to mention in this document)UCC-3- 204 (a)

16. There is no endorsement on the note. The note was stamped VOID by an unknown and unauthorized person. This is an alteration of legal documents. There is no "Pay to the order of blank" affixed to the note. The note does not include "bearer paper" as falsely claimed by both the Judge and Plaintiff's Counsel. This unlawful claim is in violation of UCC3-204 (a) See Affidavit by Greg Hutchins acknowledging that the note was not attached to anything. [See exhibit 4] Judge Mathew further validated that the note was not affixed when he falsely stated the note does not have to be attached.[HQ: 68. J] In addition to the fact that these separate papers have no dates and/or authentication or notarization validating that the papers have any significance to the note. This is in violation of UCC-3-204 (a) last sentence. Judge Mathew knew or should have known that the note had to be permanently affixed to verify

endorsements as he falsely states "The note does not have to be attached to the ..."

[See 68. J Also Note: the Judge stopped defendant's defense and provided erroneous and unlawful information contrary to UCC -3- 204 (a)

17. JPMCBNA's counsel stated " So in this case your honor, these papers are a part of our complaint. The note is payable to the order of blank. Because there is an endorsement in blank, these papers are payable to their bearer. My client has been in possession of the note since before filing the complaint, as is reflected by the attachments to the complaint...." [See unrebutted affidavits file dates in the record proper Memorandum and affidavit filed 1/20/2015, [See: exhibit E] (2) Rebuttal to Plaintiff's Response Affidavit of Fact file in the Record Proper 9/24/ 2015 [See: exhibit E.1] and (3) Motion for Peremptory Challenge filed in the record proper 12/4/2015] Affidavits stand as fact and law. JPMCBNA failed to rebut each affidavit point by point with an affidavit. Defendant has continually claimed through the above mention affidavits that the note is not original and is a bad color, photo shop copy. Therefore Defendant's affidavits stand as truth and fact and are the law. Notice: Counsel fails to say that the note is the original wet ink note yet implies the fact the note is the original note. The note and allonges were all separate pieces of paper and there is no supportive documents regarding the alteration of the note. Montano's false hearsay statements regarding the endorsement on this fraudulent document is NOT Defendant Galloway's wet ink signature. [Emphasis added] Counsel perjured himself with false statements while the Judge aiding and abetting Plaintiff counsel, They together turned this fraud upon the court into an estoppel against Defendant to prevent Defendant Galloway from exposing the Judge and Counsel's fraud upon the court.

18. With bias prejudice and hearsay testimony, Judge Mathew issue estoppel. When after careful review and research of US Bankruptcy Schedule D reveals that JPMorgan Chase Bank National Association is not named in the bankruptcy. On or about August 8, 2015 Anthony Barnes a private investigator and process server verified that "Chase Bank" is a non-entity and is not legally affiliated with JPMCBNA. Judge Mathew abuse of power, ignored his oath of office as a judge which is to be unbiased, review the evidence, know the law, and distinguish applicable case law. [See Peremptory Challenge for applicable law] Judge Mathew has failed on all counts. JPMCBNA admitted that they are not the creditor.[HQ: 145.] Judge Mathew also admitted that JPMCBNA is a servicer [HQ:182] in his bias Judge Mathew ignored and covered Plaintiff's numerous false claims, [Also see Judicial Notice filed on 11/ 4/ 2014]
19. The digital copy of the note in the complaint (alleged to be a copy of the original note) has been altered compared to the note provided in 2011. [See exhibit B.1 filed numerous time in this court] The alteration was not evidenced on the Note presented on or about September of 2011, Case number D-101-CV 2011-2600. Defendant filed this case in an effort to learn "who owns the note"] (C) Alteration of the Note is in violation of: UCC § 3-302 (1)Holder in Due Course: "the instrument when issued or negotiated to the holder does not bear such apparent evidence of forgery or alteration or is not otherwise so irregular or incomplete as to call into question its authenticity". Any reasonable mind can see prima fascia evidence- the note is altered. Violations : 831.07 "Forging bank bills, checks, drafts, or promissory notes:... Whoever utters and publishes as true a false, forged or altered record, deed, instrument or other ...". A

violation of subsection (1) or subsection (2) is a felony of the third degree " 18 U.S. Code § 4 - Misprision of felony. [Filed in First Judicial Court's Record Proper 1/20/2015 Exhibit E] "Whoever, having knowledge of the actual commission of a felony cognizable by a court of the United States, conceals and does not, as soon as possible make known, the same to some judge or other person in civil or military authority under the United States, shall be fined under this title or imprisoned not more than three years, or both." Judge Mathew was informed of the alteration in every hearing and in every filing.

20.:Mortgage Strategies Group LLC.,the alleged lender and AmTrust Bank, the alleged servicer were out of business a year earlier in 2009. After DEFENDANT presented this factual information in open court, during a hearing on [HQ: 129. A] JPMCBNA's counsel admitted in open court that the successors and assigns were out of business. [See HQ 197.L] Therefore JPMCBNA forged an unauthorized false Loan Modification in 2010 claiming that it is a lender.

21.On February 27, 2013 JPMCBNA also forged an Assignment of Mortgage again using MERS to authorize the defunct entities as successor and assigns. This unauthorized, forged and fraudulent Assignment of Mortgage was filed in the county clerk records on 3/25/2013. [See exhibit D of complaint and exhibit E- Affidavit relabeled as exhibit A] In violation of O.C.G.A. § 16-8-102 Residential mortgage fraud Damages: \$100,000 (5) "Files or causes to be filed with the official registrar of deeds of any county of this state any document such person knows to contain a deliberate misstatement, misrepresentation, or omission." . All self-originated documents present for foreclosure are forged and fraudulent. JPMCBNA has no standing

22. Constitutional standing is a requirement of Article III of the Constitution, is a threshold of jurisdictional requirement, cannot be waived and can be raised at any time. By submitting fraudulent documents to the honorable court the plaintiff is demonstrating a clear lack of standing. "Standing is [t]he requisite personal interest that must exist at the commencement of the litigation." *Pharmacia Corp. v. Suggs*, 932 So. 2d 95, 98 (Ala. 2005) quoting in re *Allison G.*, 276 Conn. 146, 156, 883, A. 2d 1226, 1231 (2005) quoting in turn *H. Monaghan*, *Constitutional adjudication: The Who and When*, 82 *Yale L.J.* 1363, 1384 (1973).
23. In an effort to aid and abet JPMCBNA criminal action, Judge Mathew denied Defendant's right to due process by ruling estoppel and foreclose to a party who admit it is not the creditor.
24. The judge interrupted belittled and undermined defendant in an effort to frame the case to cover JPMCBNA lack of standing and to unlawfully steal the Galloway home. The Judge ignored Defendant, redirected the issues and then finally said: "That's your position in this fraudulent, do you understand that the plaintiff doesn't agree with that position." [See 152.J]

CONFLICTING INFORMATION

JPMCBNA not only provided conflicting information to DEFENDANT there are numerous articles, case laws, sanctions and the billions of dollars paid by JPMCBNA for the same violations in this case proving this is a common business practice around the country to steal homes of which JPMCBNA has no entitlement. See accounts of articles with numerous violations listed with the Federal Bureau of Investigation (FBI), Office of the Comptroller of the Currency (OCC), and Security

and Exchange Commission (SEC). [Also see Exhibit J included exhibit 4 J that includes exhibit 1 filed 12/4/2015 -] Chase Bank found guilty of secretly financing Terrorist organization [See Exhibit J included are exhibits D.1-1, D.1-3 J filed 12/4/2015] - lists of JPMCBNA offenses and fines] JPMCBNA is well known for producing false documents, robo signing, misrepresentations in state courts as well as federal bankruptcy courts around the country (too numerous to name) .

JPMCBNA has no standing, Judge Mathew errors in law

Judge Mathew has erred according to the New Mexico Supreme Court rulings where it is clear that standing is a prerequisite to any lawsuit. The New Mexico Supreme Court in Bank of New York v. Romero, 2014-NMSC-007,320 P.3d 1, set out the parameters for standing in cases involving notes, mortgages, and foreclosure. Standing is a "potential jurisdictional defect which may not be waived and may be raised at any stage of the proceedings, even sua sponte by the appellate court. Paragraph 15 (internal quotation marks and quoted authority omitted). Standing is determined at the time of the filing of the complaint, and a lender seeking foreclosure on a mortgage has "the burden of establishing timely ownership of the note and the mortgage to support its entitlement to pursue a foreclosure action." Id. Paragraph 17. The lender is "required to demonstrate under New Mexico's Uniform Commercial Code (UCC) that it had standing to bring a foreclosure action at the time it filed suit." Id. "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 the mortgage on the date of filing a foreclosure action." DEUTSCHE BANK v. JOHNSTON No. 34,726. 334 P.3d 425 (Supreme Court of New

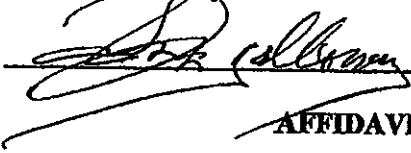
Mexico August 29, 2014) 008 [Also see HQ: 65. A] OCC Assesses a \$350 Million Civil Money Penalty Against ... www.occ.treas.gov/.../nr-occ-2...Office of the Comptroller of the Currency Jan 7, 2014 - ... million civil money penalty against JPMorgan Chase, N.A.; JPMorgan Bank ... N.A.; and Chase Bank USA, N.A., for Bank Secrecy Act violations. In state courts JPMorgan Chase continues with it misrepresentations and deceit with business as usual: "JP Morgan Chase Executed and Recorded False Documentation Purporting to Transfer Ownership and that a Chase Executive Created a Fraudulent Document" - *Kalicki v. JPMorgan Chase Bank CA4/1* COURT OF APPEAL, FOURTH APPELLATE DISTRICT DIVISION ONE STATE OF CALIFORNIA D063508 (Super. Ct. No. 37-2009-00059032-CU-WE-NC)APPEAL from an order of the Superior Court of San Diego County, Jacqueline M. Stem, Judge: Affirmed. Filed 6/30/14

Conclusion

THEREFORE given the above information and according to the US Supreme court ruling Ann M. Galloway has rescinded the Mortgage and Note Defendant moves this court to dismiss this case with prejudice and/ or bring this case before a fully informed jury. Judge Mathew due to his denial of Defendants Due Process Rights by law does not have the authority to hear this case. Affiant have the right to access the Court with an unbiased administrative officer, the right to Due Process, the right to REDRESS, the right to trial by a fully informed Jury of peers, and the right to Equal Protection of Laws pursuant to 28 U.S. Code § 455 - Disqualification of justice, judge, or magistrate judge.

Respectfully submitted

Ann M. Galloway



12/29/2015

AFFIDAVIT OF NOTARY PRESENTMENT

Under the penalty of perjury Ann M. Galloway, over the age of 18 and of sound mind does swear to the fact this affidavit is the true and accurate to the best of my knowledge.

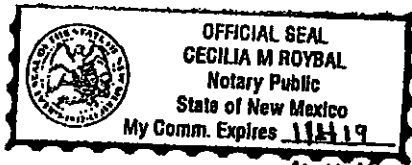
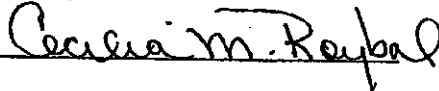
State of New Mexico }

} SS.:

County of Santa Fe }

On this 29th day of December 2015, for the purpose of verification, I, the undersigned Notary Public, being commissioned in the County and State noted above, do certify that Ann M. Galloway, a woman, came before me with the following documents: Defendant's Rebuttal for Chase's expedited Motion for Order denying Ms. Galloway's rule 1-60 (B) Motion for Peremptory Challenge Based on Bad Faith Delay Tactics. I the below signed notary, personally verify that these documents are authenticated by Ann M. Galloway

Notary



11-4-19

STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL COURT

FILED
FIRST JUDICIAL
DISTRICT COURT

2016 FEB -1 PM 2: 33

JPMORGAN CHASE BANK NATIONAL ASSOCIATION,
Plaintiff,

v.

No. D-101-CV-2013-00911

ANN M. GALLOWAY,
Affiant.

JUDICIAL NOTICE

Notice for the Record Proper

On January 11, 2016 in reference to court rule 1-005. JPMorgan Chase Bank N A through Attorney, Larry Montano filed in bad faith an Order in the First Judicial Court Records of Santa Fe, Administered by Judge Francis Mathew, without giving notice/service to Affiant, Ann M. Galloway, who follows the Law.

1. See definition of 1-005. Service and filing of pleadings and other papers.

A. Service; when required. Except as otherwise provided in these rules, every written order, every pleading subsequent to the original complaint unless the court otherwise orders because of numerous affiants, every paper relating to discovery required to be served upon a party, unless the court otherwise orders, every written motion other than one which may be heard ex parte, and every written notice, appearance, demand, offer of settlement, designation of record on appeal, and similar paper shall be served upon each of the parties. No service need be made on parties in default for failure to appear except that pleadings asserting new or additional claims for relief against them shall be served upon them in the manner provided for service of summons in Rule 1-004 NMRA. B. Service; how made. Whenever under these rules service is required or permitted to be made upon a party represented by an attorney, the service shall be made upon the attorney unless service upon the party is ordered by the court. Service upon the attorney or upon a party shall be made by delivering a copy to the attorney or party, or by mailing a copy to the attorney or party at the attorney's or party's last known address. Service by mail is complete upon mailing. C. Definitions. As used in this rule: (1) "Delivering a copy" means: (a) handing it to the attorney or to the party; (b) sending a copy by facsimile or electronic transmission when permitted by Rule 1-005.1 NMRA or Rule 1-005.2 NMRA; (c) leaving it at the attorney's or party's office with a clerk or other person

in charge thereof, or, if there is no one in charge, leaving it in a conspicuous place in the office;(d) if the attorney's or party's office is closed or the person to be served has no office, leaving it at the person's dwelling house or usual place of abode with some person of suitable age and discretion then residing there; or (e) leaving it at a location designated by the court for serving papers on attorneys, if the following requirements are met: (i) the court, in its discretion, chooses to provide such a location; and (ii) service by this method has been authorized by the attorney, or by the attorney's firm, organization, or agency on behalf of the attorney.

(2) "Mailing a copy" means sending a copy by first class mail with proper postage.

**THE ORDER DATED 1/11/2016 HAS NOT BEEN VALIDATED
ACCORDING TO THE LAW**

The Order claims that the purported note is original. No evidence has been provided by the Plaintiff validating the authenticity of the note and/or an affidavit verifying the note is original. Judge Francis Mathew did erred again in signing the order dated 1/11/2016 and has not upheld the Law for the judgements made in this instant case. JPMorgan Chase Bank NA [Hereinafter referred to as JPMCBNA] has not proven standing. Judge Mathew in First Judicial Court has not upheld the Law and the US/New Mexico Supreme Court rulings related to standing and jurisdiction.

1. Affiant questioned and challenged the authenticity of the note and documents presented on April 1, 2013 in the complaint to foreclose in every hearing and in every filing evidenced by affidavits. No factual evidence of standing has been provided to dispute the affidavits

a). On April 1, 2013, JPMCBNA filed a Complaint for foreclosure in ¶ 5 claiming to be Mortgagee and Holder in Due Course. JPMCBNA's presented the following: (1). altered Promissory Note and two unaffixed papers purported to be allonges, claimed as "bearer paper" with no attachment to the Note, (2) .Mortgage, (3). Loan Modification. Assignment of Mortgage and (4) a forged Assignment of Mortgage to foreclosure on the Galloway home [All documents were verified are forged and fraudulent by unrebutted affidavits. Unrebutted affidavit's stand as truth and law. It is the law. This is in violation of 18 USC Chapter 47 § 1021. JPMCBNA has no standing in a court of law

2. JPMCBNA is well known for fraudulent activity www.justice.gov › ... › *Justice News* Nov 19, 2013 –

As part of the settlement, JPMorgan acknowledged it made serious ... Of that \$9 billion, JPMorgan will pay \$2 billion as a civil penalty to settle the Justice ... schemes and fraudulent conduct," said Illinois Attorney General Lisa Madigan.

... attorney's offices, the FBI, the Securities and Exchange Commission ...
[Cases of robo signed documents, forgery, and fraud throughout the country
are too numerous to included.]

3. Ann Galloway, Defendant follows the law; JPMCBNA has not proven standing and Judge Mathew failed to administer his duties and responsibilities under the law related to jurisdiction. Judge Mathew maked orders, and judgments, to foreclosure upon the Galloway home while requiring no factual evidence of standing.
4. Judge Mathew did not uphold his oath of office, the New Mexico Constitution and the United States Constitution. Ann M. Galloway, Affiant follows the law and because Judge Mathew's threatened and used intimidation tactics Ann Galloway feared she would be held in contempt of court and thrown in jail if she defended her self. Judge Mathew's rulings are errors of the law with no factual evidence of standing provided as follows:
 - a) The Promissory Note has not been validated according to the Law as the original note. Affiant has firsthand knowledge as a witness to her own signature and the color of ink used to sign and no factual evidence of standing has been provided to dispute this fact. The affidavits validated the note is not authentic (See (1) Memorandum and affidavit filed 1/20/2015, [See: exhibit E] (2) Rebuttal to Plaintiff's Response Affidavit of Fact filed in the Record Proper 9/24/ 2015 [See: exhibit E.1] and (3) Motion for Peremptory Challenge filed in the record proper 12/4/2015 [See: exhibit E.2])
 - b) On November 14, 2014 (over 12 months after filing the complaint), Plaintiff's counsel waved several separate papers in open court claiming to present the original note. When viewing the note, Affiant, Ann Galloway knew immediately that this was not her wet ink signature and the document claiming to be the original note is not the original. No factual admissible evidence of standing has been provided to dispute this fact. (See (1) Memorandum and affidavit filed 1/20/2015, [See: exhibit E] (2) Rebuttal to Plaintiff's Response Affidavit of Fact filed in the Record Proper 9/24/ 2015 [See: exhibit E.1] and (3) Motion for Peremptory Challenge filed in the record proper 12/4/2015 [See: exhibit E.2])
5. Plaintiff's Counsel is required by law to rebut Galloway's Affidavit's point by point, through an affidavit, and has failed to do so. The time for rebutting the affidavits has past; an unrebutted affidavit stands as truth under the law.
 - a) Affiant, Ann Galloway witnessed three ink color changes in the endorsement on the purported promissory note:
 - (1. On November 14, 2014 Plaintiff through hearsay testimony claimed to be the bearer of Affiant's wet ink signature. Affiant, was stunned as she witnessed light, bright blue ink on the paper.

(2. On December 20, 2014 at the Holland and Hart Law office 110 N. Guadalupe, Suite 1, Santa Fe, NM 87501 the ink color was a toned down blue. Ann Galloway did take the liberty to view the single sheet of paper with a magnifying scope and witnessed multicolored beads in the ink. Multi colored beads are commonly known as having the characteristics of being a color copy. No factual evidence of authenticity of the note or standing has been provided to dispute this fact.

(3. On January 15, 2016 Affiant saw the filing of the alleged original note on the docket statement. Affiant reviewed the note a third time at the court clerk and saw the ink was now a black/blue color. The color copy is not an original as falsely claimed by Plaintiff, Plaintiff's attorney and endorsed by Judge Francis Mathew. No evidence and proof has been provided by Plaintiff to dispute these facts.

- b) Plaintiff's counsel failed to allow a document examiner to authenticate the promissory note after numerous requests by Affiant to schedule an appointment. No factual evidence of standing has been provided to dispute this fact. [See exhibit 7-e-mails sent to Larry Montano filed August 17, 2015 RP: 001172 Memorandum]
- c) On or before April 1, 2013 an unauthorized person altered the note with a VOID stamp over the alleged endorsement of Karen Welch- assigning the note to herself while misspelling her purported employer's name. Therefore, there is no endorsement on the Promissory Note and no factual evidence of standing has been provided by Plaintiff to dispute this fact. [See exhibit A -note in complaint April 1, 2013 compared to exhibit B.1 filed August 17, 2015]
- d) On November 14, 2014 during the above mentioned hearing Plaintiff's attorney also presented two (2) separate papers claiming that these papers are Allonges to the note making the note "Bearer Paper".

THERE IS NO EVIDENCE OF "BEARER PAPER"

6. The fact that the alleged Allonges were not affixed to the note is verified and validated by three individuals. No factual evidence to prove standing has been provided to dispute these facts as follows : Hearing quotes hereinafter referred to as "HQ" listed below
- a) Judge Mathew stated numerous errors of the law; one being in violation of UCC -3-204 (a), while ignoring Supreme Court rulings as he stated, "The note does not have to be attached to the ..." [See HQ: 68.J]. A Judge is required to uphold the law without bias. Affiant stated factual law regarding the necessity

of the Allonge and mortgage required be affixed to the note. Affiant read quotes in open court by Judge Zamora from the New Mexico Court of Appeals, no admissible factual evidence of standing has been provided to dispute these facts. [See: HQ: 65. A,- 69.A]

b). Affiant validated that the Note was not attached/affixed to anything and no admissible evidence of standing has been provided to dispute this fact. [See HQ: 69.A see the hearing quotes]

c). Greg Hutchins verified by affidavit that the purported allonges were not affixed to the note and no evidence of standing has been provided to dispute this fact. [See attached affidavit exhibit 3.] Also see the following HQ validating the above information:

HQ: 64. J "... this is in the Johnston case, the Deutsche Bank ..."

HQ: 65. A "This is the Johnston case, yes. This is the opinion, and this is on the last page. It says, "Our Supreme Court has established that lenders seeking to foreclose in New Mexico must have standing to fore-close at the time the complaint is filed." If you take what Mr., the attorney for Chase, you look at the documents, they don't even match. The mortgage was never attached to the note. I mean, clearly, if it was attached and permanently affixed, it's not supposed to be separate. There's holes in the note and ..." Note the Judge knew what Affiant was about to say when he interrupted her defense and denied her right to due process of law.

HQ: 66.J "Actually ..." Ms. Galloway Note: the judge purposefully and maliciously interrupted affiant's defense regarding the unaffixed allonges - the factual evidence in this case is directly related to the Johnston Case. The Judge is in error of UCC 3-204 (a)

HQ: 67.A "... in this allonge ..."

HQ: 68.J "The note does not have to be attached to the ..."

Please notice how the Judge misdirected affiant's defense. This is in violation of affiant's due process rights and provided erroneous and unlawful information. Judge Mathew administered fraud upon the court in an unconscionable scheme calculated to interfere with the judicial system's ability to be impartial and to adjudicate a matter by improperly influencing the trier or unfairly hampering the presentation of the opposing party's claim or defense; *Gleason v. Jandrucko*, 860 F.2d 556, 559 (2d Cir. 1989) (fraud which seriously affects the integrity of the normal process of adjudication); *Rozier v. Ford Motor Co.*, 573 F.2d 1332, 1338 (5th Cir. 1978) A minority of decisions have held that if an inferior judge acts maliciously or corruptly he

may incur liability. *Kalb v. Luce*, 291 N.W. 841, 234, WISC 509. Also see MEMORANDUM OF LAW JUDGE FRANCIS MATHEW'S COVER UP FOR JPMORGAN CHASE BANK NATIONAL ASSOCIATION AND CONFLICT OF INTEREST WITH ATTORNEY LARRY MONTANO filed 12/29/2015 Fraud on the court PARAGRAPH 9 through 18. These actions are in violation of U.S.C.18 § 1001 Fraud / False Statements – Chapter 47 with a sentencing of 8 years...

69. A "Well, according to the Johnston case, she,

(a) Judge Zamora did state very clearly that they need to be affixed, they need to be attached.

(b) Otherwise, they are null, they're a nullity.

(c) And there's all kinds of Supreme Court rulings on this issue of being permanently affixed. This allonge is supposed to make sense, that doesn't.

(d) It was never attached to the note.

(e) And this mortgage, the mortgage and the note cannot be separated. That's Supreme Court rulings, I mean there's, it's quoted over and over in lawsuits. I don't happen to have it because I didn't think it would ever go this far. Because this court does not have jurisdiction.

(f) This lawsuit should have been dismissed when all this fraudulent stuff was, was filed. And this thing has never been attached."

Note: the Promissory Note and the Mortgage cannot be separated, U.S. Supreme Court *Carpenter v. Longan*, 83 U.S. 16 Wall. 271 271 (1872). Assignment of Mortgage that shows an endorsement from oneself to oneself is in violation to the Supreme Court Ruling in *Romero* Further, the photo shopped color copy of the note is not the original note in addition to the fact that there is no evidence of a note transfer: " h. None of the Bank of New York's Evidence Demonstrates a Transfer of the Romero's' Note." This fact is also validate in this instant case.

7. Plaintiff's attorney, with the Judge further claimed that these separate papers are "bearer paper" entitling Plaintiff to foreclose In violation of UCC-3 204(a). UCC-3 204(a) states as follows: "For the purpose of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument." Additional relevant case law is as follows: "The inability to be affixed to the original note is a fatal defect of Fannie Mae's holder status." *Fannie Mae v. Hicks*, 20J5-Ohio-J955. Court of Appeals of Ohio EIGHTH APPELLATE DISTRICT COUNTY OF CUYAHOGA. ("[T]he [Allonge] must be affixed to the instrument in order for the signatures to be

considered part of the instrument." Wells Fargo Bank NA. v. Freed, 3d Dist. Hancock No. 5-12-01, 2012-Ohio-5941, ¶ 25, also citing HSBC Bank USA v. Thompson, 2d Dist. Montgomery No. 23761, 2010-Ohio-4158, ¶ 66. U.C.C. § 3-204(a) states: A "paper affixed to the instrument" is considered to be part of the instrument for purposes of determining whether a signature is made on an instrument, a paper affixed to the instrument is a part of the instrument. Id. To be effective, therefore, an Allonge must be affixed to a promissory note. See, e.g., In re Shapoval, 2010 WI 4811786, *2 (Bankr. D. Mass. 2010). If the purported Allonge signed by Flagstar is not affixed to the note, then despite having possession of the note, CitiMortgage lacks the status of "holder" as defined by UCC § 1-201(21)(general definition) of terms regarding holder. UNITED STATES BANKRUPTCY COURT DISTRICT OF MASSACHUSETTS CENTRAL DIVISION THOMAS, v. CITIMORTGAGE, INC., et al Chapter 7 Case No. 10-40S49-MSH Adv. Pro. No. 10-04086. Violations: TILA, A "trustee" of an alleged SPV (REMIC) who accepts such a document would no doubt be acting ultra vires acting outside of the authority vested in the person purported to have acted." Plaintiff lacks standing; no evidence has been provided in this instant case to dispute this fact.

8. In Romero, our Supreme Court expressly held that an "unendorsed note made payable to a third party does not establish standing to foreclose. 2014-NMSC-007, ¶¶ 22, 23."

9. Plaintiff has the burden of proof to prove standing and has failed to do so. Plaintiff made false claims while providing no factual evidence of standing to dispute the following claims:

a) Holder in Due Course and Mortgagee (without admissible evidence - See Foreclosure complaint ¶ 5) Plaintiff admitted in open court that it is not the creditor as claimed in the complaint and is now instead a servicer for Fannie Mae without validation of an agency relationship [HQ: 145.L]. The fact that JPMCBNA is not the creditor was further validated by Judge Mathew as follows "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." [HQ :182.J] Therefore Plaintiff cannot be a Holder in Due Course and Mortgagee. Judge Mathew would not acknowledge this fraud upon the court in his statement: "That's your position in this fraudulent, do you understand that the plaintiff doesn't agree with that position." [HQ: 152.J] In Nosek v. Ameriquest -The Judge imposed \$650,000 in sanctions for stating that Ameriquest as the holder of the relevant mortgage and mortgage note when, in fact, Ameriquest was only the servicer.

b) "Creditor" in US Bankruptcy Court in 2011 . Russell v Aurora Loan Services. -- According to law in bankruptcy court a servicer foreclosing in its own name must establish standing. [See exhibit C.2 - reference above in ¶ a]

c). "Lender" in 2010 in a Predatory Home Loan Modification in violation of basic contract law and the New Mexico Home Protection Act [See exhibit C in Complaint to Foreclose]... No admissible evidence has been provided that the modification was

attached to the note and mortgage of which it purportedly modified. The Modification was not attached/ affixed on November 14, 2014 nor on December 20, 2014.. Further Affiant's ability to come up with \$65,000 at age 100 is highly unlikely making the modification predatory . The Home Loan Modification contract is in violation of the New Mexico Home Loan Protection Act as well as basic contract law. The alleged contract has no legible endorsements from Chase Home Finance LLC. (hereinafter referred to as CHF) and MERS breaking basic contract laws. The New Mexico Supreme Court ruled in the Romero case as follows:

"We hold that the Bank of New York did not establish its lawful standing in this case to file a home mortgage foreclosure action. We also hold that a borrower's ability to repay a home mortgage loan is one of the "borrower's circumstances" that lenders and courts must consider in determining compliance with the New Mexico Home Loan Protection Act, NMSA 1978, §§ 58-21A-1 to -14 (2003, as amended through 2009) (the HLPa), which prohibits home mortgage refinancing that does not provide a reasonable, tangible net benefit to the borrower. Finally, we hold that the HLPa is not preempted by federal law. We reverse the Court of Appeals and district court and remand to the district court with instructions to vacate its foreclosure judgment and to dismiss the Bank of New York's foreclosure action for lack of standing."

There is no admissible evidence that MERS had or currently has the authority to give CHF the power to modify what is not theirs to modify. No evidence has been provided to dispute the fact that all successors and assigns were out of business before 2010. The admission by JPMCBNA's counsel in open court that MERS had no successor or assigns is as follows "...both refer to what Ms. Galloway just said, which is about Mortgage Strategies Group being dissolved in September of 2008. And then AmTrust was closed by the Office of Thrift Supervision, and the FDIC was named as its receiver on December of 2009...". [see HQ: 197. L]" Plaintiff's counsel information couldn't be validated as of 9/2/2015 Affiant requested disclosure , and the FDIC has not responded to date. [see exhibit [1.1] Please Notice: Plaintiff's counsel ADMITTED Mortgage Strategies Group LLC. and AmTrust Bank were out of business by 2009. No evidence has been provided that MERS has authority of the alleged lender or any known successors and Assigns as stated by Plaintiff to endorse anything. Therefore, this makes the Loan Modification in 2010 and the Assignment of Mortgage in 2013 a forgery without the authority of any successors and assigns. Even after this admission Plaintiff's counsel and the Judge ignored the fact that the documents executed by Plaintiff are forged and with no authority. See reference below to the questionable practices of the banking Industries:

See Robo-signing, Chain of Title, Loss Mitigation, and Other Issues in Mortgage Servicing: Hearing Before the Subcomm. on Hous. and Cmty. Opportunity of the H. Comm. on Fin. Servs., 111th Cong. 101 (2010) (statement of R.K. Arnold, President and CEO, MERSCORP, Inc.); see also Jesse Hamilton, U.S. Regulators Examining Departures at Mortgage Registry, Bloomberg (Apr. 15, 2014, 9:01 PM), <http://www.bloomberg.com/news/2014-04-16/u-s-regulators-examining-departures-at-mortgage-registry.html>.

e) "Servicer" JPMCBNA claimed to be a servicer for Fannie Mae [See HQ: 145. L] with no admissible evidence that it is a servicer or that Fannie Mae (who holds no assets), has an interest. JPMCBNA failed to name the trust as allegedly claimed in 2011. No evidence of title documents have been provided, no evidence that the note went into a trust (even though in 2011 JPMCBNA claimed the note is securitized [see exhibit C.3). On or about 9/2011, JPMCBNA stated during discovery, "Chase does not need to establish that it is a real party in interest." [Exhibit C.3 page 4# 3 "Chase admits that it is a servicer of the mortgage"] [Exhibit C.3 page 4# 4] "Chase admits that it is only a servicer of the mortgage" [Exhibit C.3 page 5# 6] "Chase admits that the Mortgage loan evidenced by the Note has been securitized" [Exhibit C.3 page 6 # 7] Affiant had to dismiss the law suit due to health issues and other circumstances. Further, there is no factual admissible evidence of how Plaintiff attained servicing right and for whom they are servicing.

f.) "Debt Collector" On August 15, 2011 Affiant, Galloway was informed that "Chase is a debt collector". [See exhibit C.1] JPMCBNA has not validated the debt by naming the creditor. Chase is not licensed in the state of New Mexico to be a "Debt Collector" and is in violation of the fair debt collection practices act, [See exhibit C.1] FDCPA and NMSA 1978 §37-1-1 et [See Exhibit 1 Secretary of State status of JPMCBNA as "Debt Collector"] JPMCBNA is in violation of "805. Communication in connection with debt collection, 806. Harassment or abuse, 807. False or misleading representations, 808. Unfair practice, 809. Validation of debts, 811. Legal actions by debt collectors, 812. Furnishing certain deceptive forms

11. On 2/27/13, JPMCBNA forged an Assignment of Mortgage [5 days before filing the complaint] The alleged assignment was made 6 years after the alleged unnamed trust was closed. JPMCBNA assigned the Mortgage to JPMCBNA again using MERS to authorize the defunct entities as successor and assigns. [Also see 9.(d above).

JPMCBNA VIOLATIONS

12. On 3/25/13, the Assignment of Mortgage was filed in the Santa Fe, County Clerk of Records in violation of O.C.G.A. § 16-8-102 Residential mortgage fraud (5) "Files or causes to be filed with the official registrar of deeds of any county of this state any document such person knows to contain a deliberate misstatement, misrepresentation, or omission." MERS does not list this Assignment of Mortgage on their website [see affidavit dated 1/20/15] This is a violation of 18 USC Code Chapter 47 § 1001.

13. On March 30, 2015, counsel for JPMCBNA admitted in open court after being exposed by affidavit that JPMCBNA is a servicer for Fannie Mae [without validation] violation of 18 USC Code Chapter 47 § 1001

14. On April 1, 2013, JPMCBNA failed to name Fannie Mae on the complaint in violation of Rule 1-017 which states the real party in interest must be named on the

complaint. JPMCBNA also failed to name an alleged Fannie Mae Trust. JPMCBNA also failed to present an agency agreement. Fannie Mae and MERS are commonly known entities in every court of law for securitizing Mortgages. No evidence has been provided to prove endorsements, transfers, or entitlement to JPMCBNA and/or Fannie Mae. On November 14, 2014 the alleged original Promissory Note is not endorsement because it is stamped void.

15.. On December 11, 2013 Affiant authorized a securitization audit validating the separation of the note and Mortgage. This audit also validated that the Note went into Mortgage Back Securities (MBS) making it tax exempt. There is however, no proof that the note entered a Fannie Mae trust. This is in violation 18 U.S. Code § 1348 - Securities and commodities fraud (See Exhibit G pg. 2, 3)

16. All documents in the Complaint to Foreclose were verified as forged and fraudulent by unrebutted affidavits. (See (1) Memorandum and affidavit filed 1/20/2015, [See: exhibit E] (2) Rebuttal to Plaintiff's Response Affidavit of Fact filed in the Record Proper 9/24/ 2015 [See: exhibit E.1] and (3) Motion for Peremptory Challenge filed in the record proper 12/4/2015 [See: exhibit E.2]) Unrebutted affidavit's stand as truth and law. It is the law. This is in violation of 18 USC Chapter 47 § 1021. Given the above facts JPMCBNA has no standing in a court of law

17. On 1/4/2016 Judge Thuma was given this factual material evidence by affiant to correct the record in US Bankruptcy Court. Upon information and belief the documents were not reviewed by Judge Thuma. Larry Montano attorney for plaintiff stated in open court that Judge Thuma called him. This is in violation of Rule 9003. Prohibition of Ex Parte Contacts. As follows: (a) General Prohibition. Except as otherwise permitted by applicable law, any examiner, any party in interest, and any attorney, accountant, or employee of a party in interest shall refrain from ex parte meetings and communications with the court concerning matters affecting a particular case or proceeding. Russell v Aurora Loan Services. – According to law in bankruptcy Court a servicer foreclosing in its own name must establish standing.

18. No evidence has been provided that Larry Montano did not write the Order to dismiss Affiant's case for the US Bankruptcy Court. Mr. Montano presented an order in First Judicial Court on 1/11/2016 during a hearing

19. According to law, Affiant thought she was in a bankruptcy stay because the Bankruptcy Court took full payment to reopen the Bankruptcy case. On that day, the Bankruptcy Court issued an order denying the reopening of affiant's Case. Affiant was unaware of the denial for the reopening until the day of the January 11, 2016 hearing, at First Judicial Court in Santa Fe, by Larry Montano attorney for JPMCBNA. Affiant was denied her due process rights.

20. No evidence has been provided that the US Bankruptcy Court, Judge Thuma, First Judicial Court, Judge Frances Mathew, and Larry Montano attorney for JPMCBNA

followed their oath of office and are not in violation of Racketeering in reference to the RICO Act, not limited to U.S.C. 18 Sec. 1961(d), 1964(a), 2381, 44 U.S.C. 3512(b) and other U.S.C. violations of the United State Criminal Statutes. U.S.C. 18 § 2382 Misprision of Treason 7 years

21. No evidence has been provided and /or material facts that disputes the evidence presented to the US Bankruptcy Court to correct the record and Affiant believe that none exists. No evidence has been provided that according to law Judge Thuma required JPMCBNA to provide a proof of claim disclosure . No evidence has been provided that Judge Thuma honored his oath of office, was not biased and did not required proof from JPMCBNA standing as credit via a D-10 proof of claim. . Russell v Aurora Loan Services. – According to law in bankruptcy court a servicer foreclosing in its own name must establish standing.

21. No evidence has been provided that Judge Thuma did not aid and abet JPMCBNA to perpetrate fraud upon the US Bankruptcy Court and First Judicial Court

ADMISSIONS

22. No evidence has been provided that JPMCBNA did not openly admitted it is not a creditor. ...[see 9.a page 7] Plaintiff's attorney Larry Montuno stated and "And in all the papers – and I have a stack here your honor of what we've produced in discovery is – Chase has always said it's the servicer of the loan. It's never said that it is the owner of the loan. The owner of the loan is Fannie Mae, and that is a public record that Ms. Galloway is familiar with, and I have a piece of paper that shows that. The UCC does not say that only an owner has the right to enforce a note. The UCC says that, specifically says that you do not have to be an owner to be the holder of a note. As your honor, having practiced business law knows, Fannie Mae and Freddie Mac often do not disclose that they are the owner or the investor on various accounts. It doesn't change the fact that Chase is the one that is taking actions and signing documents and doing all of these different things. But it's doing so as the servicer of the loan." [See:HQ: 145.L.]

23. Judge Mathew validated that JPMCBNA is not the creditor "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." [HQ :182.J] [Also see exhibit C.3.] Therefore, the above admissions proves that JPMCBNA perpetrated fraud upon the court by falsely claiming that it is a creditor in US Bankruptcy Court [See Exhibit C.2] Also see the Complaint for Foreclosure paragraph 5 falsely claiming to be a Mortgagee and Holder in Due Course. No evidence has been provided that both First Judicial Court and US Bankruptcy did not received the above admissions and available material evidence proving that JPMCBNA is not a creditor and does not have the lawful right to foreclose on the Galloway home.

24. No evidence has been provided that Larry Montano, Judge Francis Mathew, and Judge Thuma, have not collaborated using abuse of power in violation of 18 U.S. Code Chapter 96 - RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS to unlawfully steal the Galloway home. *Russell v Aurora Loan Services*. – According to law in bankruptcy court a servicer foreclosing in its own name must establish standing.

INJURY IN FACT

25. Therefore, JPMCBNA does not have standing and First Judicial Court does not have jurisdiction. The requirement for Standing is clear "{15} We have recognized that 'the lack of [standing] is a potential jurisdictional defect which 'may not be waived and may be raised at any stage of the proceedings, even sua sponte by the appellate court.'" *Gunaji v. Macias*, 2001–NMSC–028, ¶ 20, 130 N.M. 734, 31 P.3d 1008 (citation omitted). "While we disagree that the Romero's waived their standing claim, because their challenge has been and remains largely based on the note's indorsement to JPMorgan Chase, whether the Romero's failed to fully develop their standing argument before the Court of Appeals is immaterial. This Court may reach the issue of standing based on prudential concerns." See *New Energy Economy, Inc. 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." (citation omitted)). Accordingly, we address the merits of the standing challenge." In this instant case the issues are clearly defined that JPMCBNA has not proven standing: There is no authentication of the note. There is no proof of transfer of the note. There is no witness. There is no valid affidavit and there is no injury in fact. The United States Supreme Court has held that to satisfy constitutional requirements there must be "(1) an injury in fact, (2) a causal relationship between the injury and the challenged conduct, and (3) a likelihood that the injury will be redressed by a favorable decision." *Id.*

26. The New Mexico Constitution does not speak of Cases or Controversies. Article VI, Section 1 simply states:

The judicial power of the state shall be vested in the senate when sitting as a court of impeachment, a supreme court, a court of appeals, district courts; probate courts, magistrate courts and such other courts inferior to the district courts as may be established by law from time to time in any district, county or municipality of the state.

The exercise of discretion by judges is an inherent aspect of judicial independence under the doctrine of the separation of powers. The standard of review applied to appeals from decisions involving the exercise of judicial discretion is "abuse of discretion."

27. The affiant has been injured as stated in numerous filings: Loss of quality of life, undue stress, anxiety attacks, death of partner, loss of health, poor credit rating due to JPMCBNA lack of debt validation. Loss of income and inability to work to keep her home free of thieves trying to rob her of her home. The 9th circuit clearly supports, homeowners have been abused emotionally and financially by banks who are breaking laws with impunity.

28. Affiant was denied her collateral due process rights. The judge was at times courteous yet misquoted law, did not follow the law, did not act like an unbiased judge but, instead like a defense attorney working to prosecute defendant while aiding and abetting Plaintiff's attorney. Judge Mathew interrupted Affiant's defense, made ruling that are not according to law and belittled affiant with bias insults. On 1/11/2016 Judge Mathew again in open court called the court police to intimidate affiant while affiant was trying to frame her defense in violation of Title 42 USC § 1985 Conspiracy to interfere with civil rights. The following Judge in Maryland like Judge Mathew and Judge Thuma should be charged with deprivation of rights under color of law, and aiding and abetting criminal cover up.

Retired Maryland Circuit Court Judge Robert C. Nalley is charged with deprivation of rights under color of law. "During the defendants attempt to represent himself, Judge Nalley displayed what could be perceived by some as unacceptable, unprofessional, and even stemming on the border of bizarre behavior. Judge Nalley continually interrupted the defendant as the defendant attempted to state his case while simultaneously and repetitively giving a directive to the officer to shock the defendant." [See HQ: 65.A- 69-A as well as the July 31, 2015 hearing regarding similar behaviors exhibited by Judge Mathew.]

29. No evidence has been provided that Judge Mathew did not aid and abet plaintiff's fraud upon the court making himself an accessory to the above mentioned criminal act [See: HQ: 69.A,-79.J, 217-300] again Judge Mathew erred in law and would not allow Defendant's due process and basic disclosures regarding the alleged ordinal documents.

30 On 3/28/2013 in good faith tendered a final Payoff for the investors frauded by JPMCBNA for \$521,000. JPMCBNA embezzled the tender of payment, did not return the tender, did not pay the investors and set off the alleged debt with the investors. Judge Mathew allowed this Embezzlement and did nothing about it. This is in violation of 18 U.S. Code § 656 - Theft, embezzlement, or misapplication by bank officer or employee. [See exhibit A,B,C,D, D.1 D.2, E.1, E.2, F.1, F.2, G.1, G.2- these exhibits are enclosed in exhibit G-Securitization Audit]

31. Judge Francis Mathew Dismissed Affiants Motion to Compel based on rule 303. Rule 16-303 Candor Toward the Tribunal. Where is the relevancy of this rule to Affiants denial of disclosure as well as due process rights. The rule reads as follows:

A. Duties. A lawyer shall not knowingly:

- (1) make a false statement of material fact or law to a tribunal;
- (2) fail to disclose a material fact to a tribunal when disclosure is necessary to avoid assisting a criminal or fraudulent act by the client;
- (3) fail to disclose to the tribunal legal authority in the controlling jurisdiction known to the lawyer to be directly adverse to the position of the client and not disclosed by opposing counsel; or
- (4) offer evidence that the lawyer knows to be false. If a lawyer has offered material evidence and comes to know of its falsity, the lawyer shall take reasonable remedial measures.

B. Compliance With Rule. The duties stated in paragraph (a) continue to the conclusion of the proceeding, and apply even if compliance requires disclosure of information otherwise protected by Rule 16-106.

C. Refusal to Offer Evidence. A lawyer may refuse to offer evidence that the lawyer reasonably believes is false.

D. Ex Parte Proceedings; Lawyer's Duty. In an ex parte proceeding, a lawyer shall inform the tribunal of all material facts known to the lawyer which will enable the tribunal to make an informed decision, whether or not the facts are adverse.

E. Limited Entry of Appearance; Lawyer's Duty. In all proceedings where a lawyer appears for a client in a limited manner, that lawyer shall disclose to the court the scope of representation.

32. Judge Mathew, Plaintiff, and Plaintiff's attorney are in violation of Rule 16-303.

33. Judge Mathew briefly granted Affiant the motion to amend her answer, and denied her due process and proceed to deny her amended answer.

34. Defendant, Ann Galloway paid for a jury trial by her peers. Judge Francis Mathew denied defendant a jury trial and dismissed all of motions.

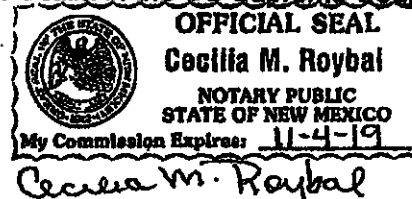
35. . On 01/22/2016 ORD: ORDER DENYING Order Denying Ms. Galloway's Rule 1-060 Motions and Motion for Peremptory Challenge, 01/11/2016 ORD: ORDER DENYING [United States Bankruptcy Court - District of New Mexico No. 11-11496 ts7 Order Denying Motion to Reopen Chapter 7 Case, 10/19/2015 ORD: ORDER GRANTING Order from NM Court of Appeals dismissing Galloway's appeal as premature for lack of a final order 08/24/2015 NCJ: JUDGMENT In Rem Judgment, Decree of Foreclosure, and Order of Sale 06/16/2015 NTC: OF HEARING

(June 29, 2015 at 2 pm before Judge Mathew re: Chase's Motion to Reconsider Order Denying Chase's Motion for Summary Judgment on All of the Claims and Defenses Asserted in This Lawsuit, along with matter previously scheduled) Judge Mathew however granted Summary Judgment on July 31, 2015 when all issues of fact are in dispute. A summary judgment may be granted only where the facts are clear and undisputed. *Mizer v. Southern Pacific Company*, 77 N.M. 74, 419 P.2d 452 (1966). See also; *Federal Building Service v. Mountain States T. & T.Co.*, 76 N.M. 524, 417 P.2d 24 (1966); *Cromer v. J. W. Jones Construction Company*, 79 N.M. 179, 441 P.2d 219 (Ct. App. 1968). Defendant demanded a trial by Jury Judge Mathew denied Ann Galloway her collateral due process rights. The evidence must be viewed in its most favorable aspect in support of a trial on the issues. *General Electric Credit Corporation v. Tidenberg*, 78 N.M. 59, 428 P.2d 33 (1967); *Institute for Essential Housing, Inc. v. Keith*, 76 N.M. 492, 416 P.2d 157 (1966); *Archie v. Smith*, 78 N.M. 548, 434 P.2d 73 (Ct. App. 1967). U.S.C. 18 § 241 Conspiracy against Rights 10 years

Wherefore, On 9/13/2013, 7/30/2015 and 1/11/2016 Judge Mathew ruled against Affiant in violation of all law, Supreme Court Rulings, and case law. *Bulloch v. United States*, 783 F.2d 1115, 1121 (10th Cir.1985), the court stated "Fraud upon the court is fraud which is directed to the judicial machinery itself and is not fraud between the parties or fraudulent documents, false statements or perjury... It is where the court or a member is corrupted or influenced or influence is attempted or where the judge has not performed his judicial function; thus where the impartial functions of the court have been directly corrupted." "Fraud upon the court" has been defined by the 7th Circuit Court of Appeals to "embrace that species of fraud which does, or attempts to, defile the court itself, or is a fraud perpetrated by officers of the court so that the judicial machinery cannot perform in the usual manner its impartial task of adjudging cases that are presented for adjudication." *Kenner v. C.I.R.*, 387 F.3d 889 (1968); 7 Moore's Federal Practice, 2d ed., p.512, ¶ 60.23. The 7th Circuit further stated "a decision produced by fraud upon the court is not in essence a decision at all, and never becomes final." Accordingly, Affiant has rescinded her alleged Mortgage Loan as of 5/22/2015. There is no mortgage according to Judge Scalia in the US Supreme Court order.

Signed:


NOTARY



In the State of New Mexico county of Santa Fe, on this 1 day of February 2016, before me, Cecilia M. Roybal, the undersigned Notary Public, personally appeared Affiant, Ann M. Galloway, to me known to be a living (wo)man described herein, who executed the forgoing in instrument, and has sworn before me that she executed the same as her free-will act and deed

9/2/2015

TO: FDIC Department for Release of Information Fax No. (703) 812 1084

Attention: Confidential Record Release

FROM: FORWARD TO:

Ann M. Galloway

149 Candelario St.

Santa Fe, NM 87501

(505) 986-0568

E-mail ameg.2222@gmail.com

Fax: (505)986-1420

Confidential Records Release

This is a request for the confidential records release regarding account number 1001625-0003743823-2 AmTrust Bank, Servicer/ Investor, Interim funder number 1000344 First Collateral Service Inc. (a Subsidiary of Citi Mortgage Inc.)

Please forward the records of how JPMorgan Chase Bank National Association acquired the above account. Please provide in writing a certified or equivalent record authentication of all transfers from the above referenced entities and any unknown entities. Please provide these records/chain of title based on the Freedom of Information Act, 5 U.S.C. § 552 as amended by Public Law No. 104-231, 110 Stat. 3048.

According to the following act please provide in writing the law and authority for that law that denies access to any records to the above mentioned accounts of title transfers and if you have no such records than please acknowledge this fact in writing:

"The Freedom of Information Act (FOIA) is a federal statute. FOIA generally provides that any person has a right, enforceable in court, of access to federal agency records, except to the extent the records are protected from disclosure by any of the nine exemptions contained in the law or by one of three special law enforcement record exclusions".

Thank you in advance for your expedient reply

Sincerely,

Ann M. Galloway

Exhibit 1.1

001701