

## SCHEDULE - A

### Authority

The signor of promissory note did not establish a substitute trustee for the promissory note. On 10/17/2010 Chase Home Finance LLC., (CHF) created a Home Loan Modification even though CHF is not licensed to do business in New Mexico and never proved any entitlement and Assignment of Mortgage of the Galloway Mortgage. CHF falsely claimed to be a lender. In 3/5/2011 Record Proper (RP): 299 CHF and JPMORGAN CHASE BANK NA (JPM) both claimed to be a debt collector like JPM RP: 1493 both claimed to be "CHASE" before merging in 5/11. Further, "CHASE BANK" has no corporate ID number and no FDIC number. Neither JPM or CHF are listed as authorized debt collectors with the New Mexico Secretary of State RP: RP: 1493, 1275.

Starting in 2011 JPM made numerous false status claims: in 7/28/2011 by Notice of Appearance, Case No. 11-11496-s7 JPM claimed to be a creditor. On April 1, 2013, in a Compliant for foreclosure JPM, claimed to be a mortgagee, and holder in Due Course. After material evidence proved it is not a lender, creditor, mortgagee, and holder in due course- admitted in open court that JPM is "only a servicer" without a security and exchange agreement and any authorization of how it became a servicer.

Against all material evidence, the NEW MEXICO court judges and attorneys aided and abetted criminal theft and committed treason against their oath of office. Even after JPM admitted in open court that it is "only a servicer" and against un rebutted affidavits JPM judges ruled in favor of a foreclosure of the Galloway home. This was based on false claims to be a holder of the original Promissory Note. Unrebutted Affidavits validated JPM color changes in the production of a xerox color facsimiles of a promissory note falsely claimed to be an original in violation of NMSA 30-16-6 fraud.

This unauthorized servicer is notwithstanding as beneficiary of a promissory note. Much like the criminal actions of identity theft. A Grand Jury investigation is required given Jamie Dimon and all Principals are in violation of 18 U.S. Code § 2 -

In bad faith and with unclean hands JPMORGAN CHASE BANK NA took a copy of Ann Galloway's Promissory Note and made a color copy while adjusting the ink color from bright blue to a black blue color validated by unrebutted affidavits, and falsely claimed this xerox, color facsimile. is the original wet ink promissory note. Further, JPM failed to validate entitlement documents, therefore, JPM falsely claimed to possess bearer paper and was aided and abetted by state and federal NEW MEXICO COURT JUDGES.

Material evidence is provided in this document through public notice: **"BILL OF COMPLAINT" For BREACH OF PUBLIC TRUST, WRIT OF MANDAMUS, APPLICATION FOR A FEDERAL GRAND JURY.**

A Private central bank is notwithstanding as servicer, beneficiary or trustee of the said promissory note, or the global account of ANN MARIE GALLOWAY, d.b.a. ANN MARIE GALLOWAY, PMA. On 11/9/2018 validated by Instrument #1872157 UCC Financing Statement recorded in Santa Fe County Clerk State of New Mexico. In bad faith JPM also wrongfully appropriated in violation of NMSA 30-16-1.

In good faith, a \$521,000 promissory note was provided by Ann Marie Galloway to pay off investors. The investors were not paid off. This money was stolen. The Promissory Note was not returned and the monetized note was wrongfully appropriated larceny,. Further validation to be provided to a grand jury.

Given JPM's fraud and false claims, on 6/6 2019, JPM was sent a Notice of Default for failing to provide certified copies under penalty of perjury for the amount due given the borrower's Right of Redemption. Right of Redemption is required to the borrower, in the mortgage contract, from the lender. Because the lender failed to provide certified copies under penalty of perjury of an amount owed all unauthorized papers and this fraudulent foreclosure is null and void. A void judgment is one which, from its inception, was a complete nullity and without legal effect, *Lubben v. Selevtive Service System Local Bd. No. 27, 453 F.2d 645, 14 A.L.R. Fed. 298 (C.A. 1 Mass. 1972)*. *Hobbs v. U.S. Office of Personnel Management, 485 F.Supp. 456 (M.D. Fla. 1980)*. *Holstein v. City of Chicago, 803 F.Supp. 205, reconsideration denied 149 F.R.D. 147, affirmed 29 F.3d 1145 (N.D. Ill 1992)*. , *U.S.C.A. Const. Amend. 5 - Triad Energy Corp. v. McNell 110 F.R.D. 382 (S.D.N.Y. 1986)*.

### Equity Agreement

With the detection of JPM's fraud and the criminal corruption of the judges the Equity Agreement was recorded as early as 06/06/2012, titled NOTICE OF SECURITY AGREEMENT Instrument # 1671571, Power of Attorney 6/6/2012 Instrument # 1671570 UCC Financing Statement 11/18/ 2018 Instrument number 1872159 recorded in the Santa Fe County Recorders office. Given public notices of the quit claim deed that was entered into on April 11, 2019 as recorded in LAMAR COUNTY, GA SUPERIOR COURT FILED & RECORDED IN CLERK'S OFFICE as follows:

DECLARATION OF TRUST OCT 22, 2018 AT 1026 AM BPA BOOK 91 PAGES 112-13  
QUIT CLAIM: APR 11 2019 AT 11:14 AM BPA BOOK 96 PAGES 882

RESCISSION: SEPT 20, 2018 AT 10:13 AM BPA BOOK 90 PAGES 312-14

STATUS: SEPT 20, 2018 AT 10:13 AM BPA BOOK 90 PAGES 305

Signed by Deputy Clerk. Under the laws governing The United States of America, by and between ANN M. GALLOWAY Lienor and Growing in Excellence Trust, owner is now in effect and in good faith:

WHERE AS:

WHERE AS: JPMORGAN CHASE BANK N. A. (JPM) provided altered and forged documents, self created Assignment of Mortgage and Promissory Note falsely claiming they are authentic.

WHERE AS: In bad faith, JPM also extorted a \$521,000 promissory note provided in good faith by Ann Marie Galloway to pay off investors.

WHERE AS: THE INVESTORS WERE NOT PAID OFF, instead This money was extorted.

WHERE AS: JPM failed to provide certified amounts for Right of Redemption required by contract from the lender. Because the lender failed to provide an amount, all unauthorized papers and this fraudulent foreclosure is void and null according to law

WHERE AS: **“FRAUD VITIATES EVERYTHING”** (FVE) IS THE LEGAL PRINCIPLE THAT, ONCE IT HAS BEEN SHOWN THAT ONE PARTY HAS LIED OR COMMITTED A DELIBERATE MISREPRESENTATION, THEIR WHOLE CASE IS THEREBY COMPROMISED AND NO LONGER DEFENSIBLE IN A COURT OF LAW. 37 AM JUR 2D,SECTION 8,STATES...

WHERE AS: D-101-CV-2013-0911 Orders and Judgement by Judge Francis Mathew and all other principals are void judgments. VOID JUDGMENTS GENERALLY FALL INTO TWO CLASSIFICATIONS, THAT IS, JUDGMENTS WHERE THERE IS WANT OF JURISDICTION OF PERSON OR SUBJECT MATTER, AND JUDGMENTS PROCURED THROUGH FRAUD, AND SUCH JUDGMENTS MAY BE ATTACKED DIRECTLY OR COLLATERALLY, *WAHL V. ROUND VALLEY BANK 38 ARIZ, 411, 300 P. 955(1931), TUBE CITY MINING & MILLNG CO. V. OTTERSON, 16 ARIZ. 305, 146P 203(1914); AND MILLKEN V.MEYER, 311 U.S. 457, 61 S. CT. 339,85 L. ED. 2D 278 (1940).*

WHERE AS: ALL PRINCIPALS are in violation of [18 U.S. Code § 1031 - Major fraud against the United States ...](#) Nothing in this section shall preclude a court from imposing any other sentences available under this **title**, including without limitation a fine up to twice the amount of the gross loss or gross gain involved in the offense pursuant to **18 U.S.C. section 3571(d)**.

WHERE AS: ALL PRINCIPALS ARE IN VIOLATION OF **18 USC 1962**: Prohibited activities Text contains those laws in effect on **November 29, 2019** From Title 18-CRIMES AND CRIMINAL PROCEDURE PART I-CRIMES CHAPTER 96-RACKETEER INFLUENCED AND CORRUPT ORGANIZATIONS

### **Equity Agreement**

This Equity Agreement is recorded as NOTICE OF SECURITY AGREEMENT 06/06/2012 Instrument #1671571 in the Santa Fe County Recorder's office. The record of Public notices of the quit claim deed that was entered into LAMAR COUNTY, GA SUPERIOR COURT FILED & RECORDED IN CLERK'S OFFICE as follows:

DECLARATION OF TRUST OCT 22, 2018 AT 1026AM BPA BOOK 91 PAGES 112-13

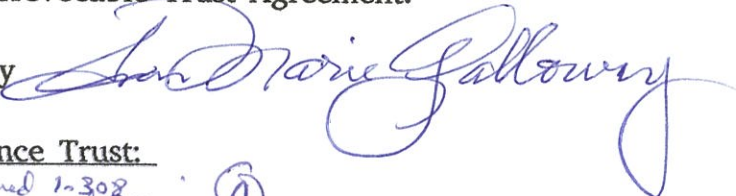
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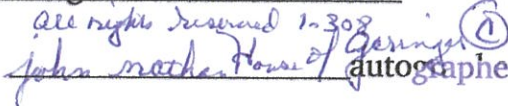
STATUS: SEPT 20, 2018 AT 10:13AM BPA BOOK 90 PAGES 305

Signed by Deputy Clerk. Under the laws governing The United States of America, by and between ANN M. GALLOWAY (Lienor) and Growing in Excellence Trust as transfer is in good faith. Also see TILA Rescission Annex: A

The Growing in Excellence Trust private, irrevocable, common law trust, given public notice within The United States of America. Growing in Excellence Trust accepted the lien and one-hundred percent (100%) equity interest of the Personal, Intellectual and Real Property commonly known as Tract 11 with the corporate address known as C/O 149 Candelario Street A-C, Santa Fe, New Mexico [87501-1597]. A Fifty Million dollar \$50,000,000.00 FEDERAL COMMON LAW LIEN, WRIT OF ATTACHMENT is now in effect. The Lienor and the Trust leave no room to amend this Agreement not through negotiations or otherwise. Matters not covered herein may be subject to a written supplementary agreement(s) between Growing in Excellence Trust, trustees and beneficiaries. Only public notices are given to the trusts activity and no public, admiralty, statutory courts have jurisdiction or authority to make any rulings regarding this trust. Growing in Excellence Trust is private and in common law, the law of the land. The Equity Transfer Agreement shall be governed by the terms and conditions of the Private Common Law Irrevocable Trust Agreement.

Lienor: Ann Marie Galloway 

Owner: Growing in Excellence Trust:

Trustee: John Nathan House of Representatives <sup>all rights reserved 1-308</sup>  autographed by POA

Trustee: Patricia Ann Lee