#### RECEIVED

#### IN THE COUNTY CIRCUIT COURT FORE COUNTY OF MONTGOMERY MARYLAND

APR 2 1 2022

In The Matter Of		*	7111 2 1 2022
Laura H. G. O'Sullivan, et al.	*	Case No. 451232V	Clerk of the Circuit Court Montgomery County, Md.
STATE [of Maryland]	*		wontgomery County, Md.
County [Montgomery	*	Jury Trial Demanded o	n
Alleged Substitute Plaintiff Debt-Collectors	*	ON ALL COUN	TS AND CLAIMS
ALLEGED MORTGAGE BACKED	*	OF RELIEF in accordan	ce with
PASS-THROUGH CERTIFICATES SERIES	*	U.S. Code >Title 28 >Pa	art
RALI 2006-qs17-2006 ALLEGED REMIC TRUST	*	Chapter 121 -Rule 39 (	a)
Alleged Plaintiff Debt-Collectors	*	Guarantees Trial By Ju	ry
	*	Maryland Rule 511 and	d 2-251
٧.	*		
	*		
Debra Bonilla Mead	*		
Defendant	*		

#### DEFENDANT'S AMENDED MOTION TO CORRECT THE RECORD SUPPLEMENT THE RECORD AND NOTARIZED AFFIDAVIT OF TRUTH

DEFENDANT'S OPPOSITION TO LAURA O'SULLIVAN ET AL. AGENT WITHIN THE ORLANS P.C. FORECLOSURE GROUP. AND THEIR APRIL 1, 2022 EXEMPLAR OF MAIL FRAUD AND FALSE ASSERTIONS PURPORTEDLY FILED WITH THIS COURT UNDER MARYLAND RULE 1 – 341 and UCC 1 – 308 MOTION IN OPPOSITION TO JURISDICTION AS GOV OR PRIVATE CORPORATION. SUPREME COURT ANNOTATED STATUTE, CLEARFIELD TRUST CO. V. UNITED STATES 318 U.S. 363-371 1942

Comes now Debra Bonilla Mead hereafter alleged defendant and the beneficiary of all heredity and her estate and her assets not waiving any rights or defenses statutory or procedural in response to the alleged plaintiff's debt--collectors latest piece of mail fraud and falsification of documents sent to this court, presumably on or about April 1, 2022, which the caption of their document is restated for the record along with the documents maker Emphasis supplied as to preserve the record for appeal.

("OPPOSITION TO DEFENDANT'S MOTION TO STRIKE IN VACATE ITS ORDER\$ OF MARCH 9, 2022 AND INCORPORATED MOTION UNDER MD RULES, RULE 2 534 TO ALTER OR AMEND A MOTION FOR RECONSIDERATION OF THE 3 ALLEGED JUDGMENTS/COURT DECISION ")

Statements by the Szymczyk, Esq. AIS #1906190102 of the Orlans PC 1602 Village Market Blvd SE Suite 310 Leesburg VA 20175 are misleading and being asserted by a party knowingly assisting plaintiffs with fraud on the court, Fraud against the U.S. Constitution, and the Bill of Rights. The defendant does not consent to the abuse of court rules and disputes the presumption that of the

<sup>&</sup>lt;sup>1</sup> A rebuttable presumption is one that can be disproved by evidence to the contrary. The Federal Rules of Evidence and most state rules are concerned only with rebuttable presumptions, not conclusive presumptions. Presumption. (n.d.) West's Encyclopedia of American Law, edition 2. (2008). Retrieved January 6, 2022 from <a href="https://legal-dictionary.thefreedictionary.com/presumption">https://legal-dictionary.thefreedictionary.com/presumption</a>

having any legal standing/jurisdiction. Defendant does not consent to this offer of the Contract and Demands certification of jurisdiction as to whether alleged plaintiffs are acting from Corporate Capacity or Republic Charter.

- 1. Defendant is now correcting the record as a peaceful woman of God and General Executor for the State and Federal DEBRA BONILLA MEAD ESTATE, (HEREAFTER "Estate") Defendant comes to this court with clean hands disputing alleged plaintiffs' offer to Contract, in response to plaintiffs false claims asserted in this court having received a Motion-Paper from ORLANS P.C 1602 Village market Blvd, SE Suite 310 Leesburg, VA 20175 Counsel for the alleged Plaintiffs alleged debt-collectors Laura H.G. O'Sullivan, et al, alleged Substitute Trustees as alleged Plaintiffs debt-collectors by alleging false claims of relief. from Alyssa L. Szymczyk, esq (fiction) ORLANS P.C alleged counsel . The offer of alleged contract contains many ambiguous terms and conditions and presumptions of law which may affect my substantive rights and the rights of the Estate, if not clarified. Being that there is a presumption this action is based on the federal social security account, please correct the following ambiguities, and certify them under penalty of perjury under the laws of the United States of America per federal law. Defendant will now stay for the record the objections to each of the alleged plaintiff's debt-collectors alleged attorneys of misleading facts regarding this ongoing court action. Challenging the factual background asserted by writers alleged attorneys. ( See Note 1 attached) CLEARFIELD TRUST CO. V. UNITED STATES 318 U.S. 363-371 1942
- 2. Alleged Plaintiff's attorney has stated for the record, and I quote from paragraph 2. (See Note 2 attached)

("On or about September 25, 2006, Debra Bonilla Mead (herein "Defendant")
entered into a loan agreement in the original principal amount of \$364,000.00 with HSBC
Mortgage Corporation (USA), and in consideration thereof, Defendant executed a Deed of Trust
which encumbered the property commonly known as 19705 Greenside Terrace, Gaithersburg, MD
20086 (herein the "Property") See attachments to Order to Docket filed in this matter.")

Plaintiff cannot even state for certain a date which the document was executed and has failed to provide the court and that the plaintiff has failed repeatedly to provide a chain of title. Under 15 USC 1692 there is a cloud on every title. Plaintiffs are required to produce original executed legal document as under 15 USC 1692 (g) in accordance with The Fair Debt Collection Practices Act, which plaintiffs have not. The law requires that plaintiffs produce a retainer agreement and a deposit showing that they were actually hired by the alleged mortgage holder pursuing this false claim. The defunct Trust, [Exhibit 2 exhibits] RALI 2006-qs17-2006 whereby DEUTSCH BANK TRUST AMERICA HAVE CONSENT ORDERS AGAINST THEM ADMITTING GUILT, ADMITTING FRAUD, BANKRUPT, AS CONVICTED FELON AND PUT-UP CIVIL MONEY PENATIES FOR WHICH DEFENDANT IS ENTITLED TO MAKE A CLAIM.

- Alleged Defendant <u>does not accept</u> any of the allegations by alleged plaintiffs' attorneys.

  Plaintiffs have never produced a valid <u>Proof-Of-Claim</u> on any count. Their claims are misleading fraudulent and void. 1-That defendant is the legal Beneficiary of her own Estate and OBJECTS to these Proceedings. Defendant has reported this to the US treasury. 2—Plaintiffs' claims of relief are fictitious, fraudulent, and unproven as they have never allowed discovery and that act alone makes the case VOID. Defendant is being wrongfully persecuted and prosecuted by these false filings being put into the court record With the intention n of bringing fraud on the court as well as the defendant void as a matter of law. Plaintiffs are making false Claims on my estate AS foreign registered agents of fictitious corporation in an attempt to steal defendants' property under color of law and authority. Injuries-in-fact caused *ultra vires* to *free born* Americans. Under what grounds for a bankrupt entity does Christine M. Drexel, esq have an alleged interest to make false claims to have a rightful interest? Your principal accepts full personal, official, and commercial liability for any damages and injuries caused by, but not limited to, negligence, trespass, trespass on the case, criminal conversion, securities fraud, usury, unjust enrichment, improper due process, want of jurisdiction, involuntary servitude, and any other tortious and/or criminal offenses
  - 4. Alleged Plaintiff's attorney has stated for the record, and I quote. from paragraph 3. ( See Note 3 attached)

("The Defendant failed to make all payments due and owing under the Deed of Trust See attachments to Order to Docket filed in this matter On or about July 16, 2018, Plaintiff filed an order to Docket giving rise to the instant matter").

Defendant objects/disputes the allegation and records attest that defendant had exerted extraordinary care in trying to determine who real party of interest was regarding the alleged debt, and exercises. Defendant objects to all, and demands Verification and under what INTEREST and authority. Christine M. Drexel, esq. allegedly has a right be granted anything. That Christine M. Drexel, esq to certify anything to be accepted and recorded in Montgomery County Maryland records, along with any alleged aforementioned alleged Trustees Deed; or that Christine M. Drexel, esq allegedly acting as special officer allegedly to execute any and/or all document necessary to allegedly complete process of alleged settlement of Defendants property. Defendant vigorously objects to all statements. Under what Authority do any of these entities have a rightful interest in claiming to represent the Defunct Trust PASS-THROUGH

CERTIFICATES SERIES RALI 2006-qs17-2006 ALLEGED REMIC TRUST, Alleged Plaintiffs Debt-Collectors

Under what grounds for a bankrupt entity does Christine M. Drexel, esq have an alleged interest to make false claims to have a rightful interest? Your principal accepts full personal, official, and commercial liability for any damages and injuries caused by, but not limited to, negligence, trespass, trespass on the case,

criminal conversion, securities fraud, usury, unjust enrichment, improper due process, want of jurisdiction, involuntary servitude, and any other tortious and/or criminal offenses.

Due diligence and holding payments until they could prove who or if there is an alleged custodian of the alleged defunct trust agreement, which is never been furnished to this court or any other court.

Defendant does not consent to the courts or alleged debt-collectors legal jurisdiction and or authority.

- 5. Defendant asserts that alleged <u>plaintiffs</u> did not provide any Verification under oath of Material facts including but not limited to original alleged contract as a holder-in-due-course of the alleged void unproven instrument that evidence-proves reveals the court documents filed in their order to docket the alleged mortgage. Previous filings as the court docket indicates have been altered/tampered from alleged originals. Alleged Plaintiffs 451232V have not verified damages, injury-in-fact, under oath: Defendant's right to due process has been denied.
- 6. Alleged Plaintiff's attorney has stated for the record, and I quote from paragraph 4. ( See Note 4 attached)

("On August 3, 2018 Defendant filed her first pleading into this matter?")( See Note 1 attached)

Defendant's fully aware of the pleadings filed by the alleged plaintiff's agents, and court records, transcripts show that defendant has made demands on the alleged plaintiffs to produce verifiable chain of title and ownership of the alleged trust notes, proof of retainer agreements by and between the numerous law firms And their alleged clients have never been provided to any court or the defendant, court records are full of demands which are not been met. As court dockets have been doctored transcripts have been falsified and plaintiff's use of forged Robo signed foreclosure documents is not in compliance with US code and protections afforded there in under title 15 USC 1692, and the courts complicity in this crime has been reported to the US attorney's office for investigation as well as to the US Tax Court where a whistleblowers complaint memorializes the record. Defendant still does not consent to this court's legal jurisdiction and or authority. It's a federal question regarding the FDCP ACT.

7. Alleged Plaintiff's attorney has stated for the record, and I quote from paragraph 5. (See Note 5 attached)

(On December 26 2018 Plaintiff conducted a foreclosure sale of the Property)

Yes, defendant acknowledges a sham foreclosure proceedings was held on 12/26/2018. While the case was on appeal and plaintiffs once again were committing fraud on the court and the defendant as they had

insider help within the court clerk's office and the judge's chambers and falsification of court dockets, falsification of court transcripts, all of which were challenged in the court records and this court and the Maryland CSA and COA courts all of whom joined in the fraud by issuing forged unsigned orders unverifiable court documents, in violation of unsigned unverifiable orders in violation. Denying appellant's due process rights at law. All the orders of this court are void and all proceedings in this court witnessed by intervenor George McDermott with Maryland Court Watch NEWS as transcripts by verify.

8. Plaintiff's attorney has stated for the record, and I quote from paragraph 6. ( See Note 6 attached)

On December 26, 2018, Defendant filed an appeal of the denial of certain motions

Defendant asserts again that their attorney has deliberately with criminal intent produced a false statement to the court by saying that on December 26, 2018, defendant filed an appeal, the case was already on appeal and the CSA court had the record barring the lower court, from proceeding any further with graining any relief, especially since the transcripts of the recent hearings evidence of omissions and false allegations asserted by the alleged plaintiffs' agents. Which was brought to the attention of the appeals court. Which of course is not operating in complete clients with the corporate charter. Falsifying court records and sending out extortion letters to the defendant unsigned unverifiable in violation of Maryland criminal law, title 8, MD rule 8 – 606 & 606.1. Which is been reported to the US attorney's office as well, the Maryland state prosecutor's office.

9. Plaintiff's attorney has stated for the record, and I quote from paragraph 7.

#### On March 20, 2020, Defendant filed a Motion for Appropriate Relief related to.

Defendant asserts once again that here we have an attorney making a false assertion believing to entice this court into furthering his fraud on the court stating that on March 20, 2020 defendant filed an appropriate relief related motion to the court failing to state that jurisdictional challenges were being made as the orders were deficient. And the actions of the court were consistent with the alleged Judge joining in a recoat, civil conspiracy against rights to award possession of properties to the alleged plaintiffs agents when the plaintiff itself, Deutsche bank was forced into bankruptcy and admitted to falsification of court documents, mortgages titles, as in this instance case yet they persist and falsifying court records, even though it means drawing for judicial officers into their ever enlarging criminal wheel and spoke conspiracy to steal the property of the defendant under color of law and authority ( See Note 7 attached)

10. Plaintiff's attorney has stated for the record, and I quote from paragraph 8.

("On August 4 2020 Defendant filed a Motion to Strike and Reconsider its Alleged Order of July 14 2020 ("Strike Motion").) 9. (See Note 8 attached) Defendant once again asserts that this pleading being presented to the court is another exemplar of the nonprofessional standards the Orleans Law group uses to deceive the court into believing it as legal jurisdiction and authority to come into this court as a foreign agent and seek relief on an alleged judgment. Note that has changed hands so many times no one can find the original settlement papers so they fabricate their own using forged Robo signed deeds of trust, deeds of transfer, orders to docket, relying on the fact that their fraternity brothers and fellow members of the bar will push through their forgeries at any cost by setting aside all motion papers filed by the defendant and others with forged Robo signed signatures. Knowing these documents are void and have no jurisdiction and or affect legally in our nations court system. Especially the CSA and COA courts of Maryland which issue no signed orders or proof whatsoever that the judge has seen the papers filed much less the panel of judges required by law.

Plaintiff's attorney has stated for the record, and I quote from paragraph 9.

("On March 9, 2022, this Court entered an Order ratifying the Sale. 10.)"

Defendant **Objects**, And again plaintiffs' agents not even according to full captioned on the court docket or the court's order. In this case regarding the March 19, 2022 court order ratifying the sham foreclosure sale which is void because it was done with the full knowledge that the auctioneers and court agents had full knowledge the case was on appeal a video record was made of this and they still proceeded to violate the jurisdiction and authority of the state and federal courts and put through this false sale which the court purportedly entered an order once it illegally ratifying a sale that the alleged attorneys and their clients have never produced legal ownership to anyone in open court for inspection of the record under 15 USC 1692 (g) of course, this court has no respect for the prevailing rule of law which is our nations constitution and declaration of rights . Its judges and attorneys as foreign agents believe themselves to be above the rule of law. ( See Note 9 attached)

Plaintiff's attorney has stated for the record, and I quote from paragraph 9.
 On March 9, 2022, this Court also entered an order denying the Relief Motion and Strike Motion.
 Defendant hates to repeat himself. But once failed to assert any docket entry from the court

Docket incorrectly showing an absolute lack of due diligence to the profession he the members of this corporation defending the plaintiff's claims and the officers of the court in Montgomery County Maryland and other courts furthering their criminal conspiracy on the rights and liberties of the citizens relying on the court providing honest services unbiased judicial officers and protection of human and legal rights of all citizens the foregoing, 10 false assertions put forth by the plaintiff's attorneys should be reported to the Maryland Bar Association, under Md. Rule 1 – 341 and the Maryland rules of professional conduct and standard professional responsibility of judges and all court personnel. Of course, defendant received another false order denying relief again under color of law and authority issued by corporate courts insiders. (See Note 9 attached)

13. Plaintiff's attorney has stated for the record, and I quote from paragraph 11.

#### ("11 On May 17 2022 Defendant filed her instant Motion.")

And finally defendant having corrected the record and responded to this 11<sup>th</sup> argument put forth by the alleged plaintiffs agent Szymczyk, Esq baseless, meritless, fraudulent and laughable arguments set forth to this court knowing that even if he put through such a deficient document because he is a distinguished club member of the judges and attorneys in the American Bar Association and Maryland bar that the truth does not matter to this court, it's just to attorneys when all the time, and are allowed to destroy the lives and liberties of the citizen to come before the court who are not fortunate no to have the funds to pay for one of their high dollar attorneys who by the way, according to the rule of law and acts of Congress. These agents are not even citizens of the organics United States of American. They are just corporate agents of municipal corporations' state and federal working to undermine the rule of law and in this nation for their own financial and political advantage over sentient human beings who are the taxpayers being exploited by the courts,

#### 14. Argument/Standard Of Law.

Defendant will now rebut the false allegations put forth by the alleged plaintiffs alleged attorneys who states ("it is difficult to discern under what Maryland rule defendant is found in her instant motion in the captioned defendant states it is a motion to strike and or vacate the March 9, 2022. Order. Apparently, plaintiff's attorney is unfamiliar with the legal standard regarding forged falsified court orders and judgments. It's obvious plaintiff's attorneys unfamiliar with the practices of the court system. He continues

to cite parts of defendants 15-page pleading even got the caption wrong numerous times for the record. The pleading was filed on March 17, and it was properly captioned and I quote for the record,

### DEFENDANTS MOTION TO STRIKE IN VACATE ITS ORDERS OF MARCH 9, 2022 AND INCORPORATED MOTION UNDER MD RULES, RULE 2-534 TO ALTER OR AMEND A MOTION FOR RECONSIDERATION OF THE 3 ALLEGED JUDGMENTS/COURT DECISION.

Plaintiff reincorporates the above-captioned pleading to preserve for the record that the court was on notice there were no deficiencies notices sent by the court regarding its formatting its content or its laws cited so what in the world is this alleged attorney using 4 grounds to have it stricken from the record when he knows or himself that his agency has engaged in criminal misconduct against the court outlined under MD rule 19 - 300, 303.1,3,4, 304.1,3,8, as well as 19.308.2,3, .4 not to mention Maryland rule one -341. Rules of professional conduct and standard of professional responsibility. This attorney has brought dishonor on himself and the court through his pleadings motions and papers.

15. Defendants will NOW address plaintiff's statement, entered below which several misstatements have been made and must be corrected before the court can rule on his motion, request, statement, one is

Defendant has filed, to date, at least thirty (30) pleadings contesting the foreclosure since the Order to Docket was filed 2 On January 18 2019 Plaintiff filed its Report of Sale 3 The Court entered a third Order on March 9, 2022, which denied a Motion to Intervene by the Foreclosure Purchaser

It appears to the defendant that the plaintiff's alleged agents have already sold the property and transferred the title once again, without ever producing the original title and chain of transfers of titles to the numerous corporate entities who have failed to record the documents in the tax records in the state of Maryland, thereby committing tax fraud and evasion which the defendant is already brought to the attention of the United States Tax Court and the office of Commissioner for the Internal Revenue Service. Since the sale in 2018 is void as the case was on appeal what grounds that the latest alleged plaintiffs have that would allow them to transfer the title once again with the cloud on it. This is a question the court should consider. See attachment.

16. What the record plaintiff visited the court on the 13th and 14th of April 2022 to review the case. The ratification was removed from the case file on the 14th and the clerk would not offer any explanation as to where it was Md.CRIM. Law § 8-606.& 606.1. Frowns on Forging, falsifying, or counterfeiting signature

of (2) use a document with a forged, false, or counterfeit signature of a judge, court officer, or other court employee of the State knowing falsifying signature or concealing/Missing: records | Must include: records this has been a problem ongoing in this and other courts in Maryland if a sale has already been consummated between the alleged plaintiffs and their agents to a fictitious Corporation. As it appears to be the court must compel the responsible parties to appear in court and answer their legal jurisdiction/authority especially as it appears that the court has already denied some unnamed intervenors motion papers to allow fraud induced foreclosure sale to be consummated by and between what seller and what buyer...

but also, a Motion to Alter or Amend a Judgment under Md Rule 2 534 and (possibly) a Motion to Reconsider under Md Rule 2 535 Defendant further refers to Md Rule 2-534 in 1 1 but after that references only federal rules and code and caselaw from other jurisdictions. Under Maryland Rule 2-535, on motion of any party the court may exercise revisory power over a judgment for certain bases

- (b) Fraud, Mistake, Irregularity. On motion of any party filed at any time the court may exercise revisory power and control over the judgment in case of fraud, mistake, or irregularity.
- (c) Newly Evidence On motion of any party filed within 30 days after entry of judgment, the court may grant a new trial on the ground of newly discovered evidence that could not have been discovered by due diligence in time to move for a new trial pursuant to Rule 2-533.
- (d) Clerical Mistakes Clerical mistakes in judgments orders or other parts of the record may be corrected by the court at any time on its own initiative, or on motion of any party after such notice, if any, as the court orders. During the pendency of an appeal, such mistakes may be so corrected before the appeal is docketed by the appellate court and thereafter with leave of the appellate court.

MD Rule 2-535 (b)-(d).

Similarly, Maryland Rule 2-534 permits the court to revise a previously entered judgment In an action decided by the court on motion of any party filed within ten days after entry of judgment, the court may open the judgment to receive additional evidence may amend its findings or its statement of reasons for the decision, may set forth additional findings or reasons, may enter new findings or new reasons, may amend the judgment, or may enter a new judgment. MD Rule 2 534

Additionally Maryland foreclosure is an *in rem* proceeding such that it does not proceed by motion or complaint. It is not designed to be answered, denied, or traversed so as to arrive at issues *Saunders v Stradley* 25 Md App. 85 333 A.2d 604 (1975). Accordingly, any motions other than under Md Rule 14-211 or 14 305 are improper and insufficient and should be stricken pursuant to Maryland Rule 2 322(e) Defendant has repeatedly filed these incoherent and incomplete motions raising the same arguments over and over regardless of prior denials. Here, again, Defendant's Motion is full of conclusory statements with no factual or legal basis.

B. Defendant's Motion does not meet the standard for a motion under MD Rule 2-534 or MD Rule 2-535.

It is clear from the language of Maryland Rules 2-534 and 2 535 that a motion under either rule must clearly indicate in what way the ruling was in error and/or provide notice of new evidence that would change the Court's ruling.

Defendant's Motion does not argue that the Court's ruling

was in error or that she has discovered new evidence that further supports her prior Motions. Instead, to the extent Defendant puts forward an argument at all, she relies on the same arguments she has raised throughout this action.

Further Defendant fails to identify any basis to strike, vacate or amend any of the three Orders entered on March 9, 2022. As stated elsewhere herein, one Order ratified the Sale, one denied a Motion to Intervene and the third Order denied Defendant's Strike Motion and Relief Motion Only the Order ratifying the Sale appears to have any relation to Defendant's arguments in the Motion but as stated below, Defendant's Motion is without any merit and should be denied.

As it relates to the Order denying the Motion to Intervene Defendant has no basis to contest denial of a motion she did not file Based on her argument of fraud and lack of standing it would seem Defendant would not contest that the purchaser at the Sale has been denied the ability to **intervene**.

As it relates to the Strike Motion it does not appear to have been properly before the Court in this action. The Strike Motion refers to an Order entered July 14 2020 but the docket for this matter shows no such Order A review of the docket of Debra Bonilla Mead v HSBC Mortgage Services Inc NY Case no.427991V (the "Separate Action") indicates the July 14 2020 Order that Defendant seeks to strike was in that case. Accordingly, a ruling could not be made in this action The Relief Motion appears to seek to oppose costs assessed for supplying a copy of the record to her appeals in this and the Separate Action in this court. In the appeal for this action, Defendant filed a motion seeking a "corrected record." The motion was denied by the Court of Special Appeals. Under Md Rule 8-607:

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(b) Unnecessary Material. When unnecessary material has been included in a record extract or appendix, the Court may order that the costs of reproduction be withheld, apportioned, or assessed against the attorney or unrepresented party who caused the unnecessary material to be included (c) Unnecessary Correction of Record. If the Court orders that the record be corrected or supplemented on motion of a party pursuant to Rule 8 414 and the Court later determines that the correction or supplementation was unnecessary, the costs of the correction or supplementation shall be imposed on the moving party. Md Rule 8 607 (b)(c) Accordingly Defendant's Motion should be denied

#### C. Plaintiffs have not committed fraud on the Court.

Even assuming arguendo, that Defendant is allowed additional lenience as a pro se party and we ignore the stated Rules. Defendant has failed to prove that Plaintiff have perpetrated any fraud on the Court in its filings. To prevail on a claim for fraud, a plaintiff must prove by clear and convincing evidence that "(1) the defendant made a false representation to the plaintiff, (2) the

falsity of the representation was either known to the defendant or the representation was made with

reckless indifference to its truth 3) the misrepresentation was made for the purpose of defrauding

the plaintiff, (4) the plaintiff relied on the misrepresentation and had the right to rely on it, and (5) the plaintiff suffered compensable injury as a result of the misrepresentation." White v Kennedy

Krieger Inst., 221 Md. App. 601 (2015)(quoting Hoffman v. Stamper, 385 Md. 1, 16, 867 A.2d 276 (2005))

17. Mere conclusory statements do not rise to the level of proving a claim of fraud. Defendant has attempted to make this argument repeatedly in this action as well as in separate actions and

on appeal: Defendant has failed to provide any evidence of fraud.

Furthermore to the extent Defendant's allegations are related to authority or standing to foreclose, those are pre-sale claims, not post-sale. A mortgagor may contest the validity of the lien, the lien instrument or the right of the plaintiff to foreclose prior to a foreclosure sale. See Md Rule 14 211. However, pursuant to Rule 14-305, after a foreclosure sale a mortgagor "may challenge only procedural irregularities at the sale or ... the statement of indebtedness[.]" Bates v Cohn 417 Md 309 320 (2010) "Rule 14 305 is not an open portal through which any and all pre sale objections may be filed as exceptions, without regard to the nature of the objection or when the operative basis underlying the objection arose and was known to the borrower." Id.

The validity of the authority to foreclose is a pre-sale objection. It is filed prior to the sale and any objection should be lodged in a Motion to Stay or Dismiss prior to a foreclosure sale. Here, Defendant attempts to question the authority to foreclosure, which has been previously before this Court many times. Claims of fraud without proof and which are contrary to the facts of record in this matter are not sufficient basis to allow Defendant yet another chance to delay this action. https://definitions.uslegal.com/d/dun-and-bradstreet-number/

**WHEREFORE** defendant, hereby objects and opposes everything the plaintiffs are doing on the basis of fraud, racketeering and Rico crimes admitted though entities by consent orders that the Court enter an Order that denies plaintiffs Motion as well as grants it such further relief as it is otherwise entitled to under the law.

Respectfully Submitted,

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By: Dudga Boulle Mend W/P

Debra Bonilla Mead

## WHO'S SIGNING NOW?

## Lynn E. Szymoniak, Esq., Ed., Fraud Digest July 20, 2011

1. Who were the top mortgage document signers in the first half of

Which trusts that closed in 2005, 2006 and 2007 repeatedly filed mortgage assignments signed and notarized in 2011?

3. Who was the most prollfic MERS Certifying Officer in the first half of

Bonus Question: Which law firm used the following phrase instead of an actual date for the assignments;

"At or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged..."

# 1. TOP MORTGAGE DOCUMENT SIGNERS, JAN. - JUNE, 2011

From American Home Mortgage Servicing in Jacksonville: Christine Alday Elizabeth Boulton Andrew Fuerstenbeger Michelle Halyard

Tonya Hopkins Joseph Kaminski Kasea Matthews

Harold Nord, III Yvette Washington

Jan Walsh

From Aurora Loan Services in Scotts Bluff, Nebraska:

From BAC Home Loan Servicing In Simi Valley, California:

Malik Basurto, Nichole Clavadetscher Youda Crain Mercedes Judilla Srbui Muradyan

Swarupa Slee

From Carrington Mortgage Services, LLC in Santa Ana, Callfornia;

Greg Schleppy From Chase Home Finance in Franklin County, Ohio: David Ellis

From CitlMortgage in St. Charles, Missouri:

Kim Krakovlak

Aaron Menne

Scott Scheiner

From GMAC in Upper Dublin Township, Pennsylvania;

Sandy Broughton Donald Dempsey

Thomas Strain

From HomEq Servicing in North Highlands, California: Noriko Colston

From HSBC Mortgage Corp. in Depew, New York:

From IndyMac Mortgage Services in Austin, Texas: Suchan Murray

Michael Peter

JC San Pedro

David Rodriguez Mollie Schiffman

Mike Stanford

From JP Morgan Chase in Jacksonville, Florida: Nura Nadarevic

From Litton Loan Servicing in Dallas, Texas:

Debra Lyman Marti Noriega

From Nationwide Title Clearing in Palm Harbor, Florida: Bryan Bly Vilma Castro Kim Goelz Mary Sarmiento

From Ocwen Loan Servicing, LLC in West Palm Beach, Florida:
Christina Carter
Lesli Goodman
Rene Martinez
From Orion Financial Group in Southlake, Texas:
M. Armdt
M. Armdt
M. Mridenson

M.E. Wileman From Saxon Mortgage Service in Fort Worth, Texas: Regina Alexander From Select Portfolio Servicing in Salt Lake City, Utah Ball Koch

John Cottrell

Bill Koch Jeff Young

From Wells Fargo Home Mortgage in Minneapolis, Minnesota: Nicholas Hoye Janet L. Jones Carisa Keeler Carla Naughton

Ricky Thompson

# 2. MORTGAGE-BACKED TRUSTS, CLOSED BEFORE 2008, USING MORTGAGE ASSIGNMENTS SIGNED IN 2011

Aames Mortgage Investment Trusts
ABFC Trusts
ABFC Trusts
American Home Mortgage Assets Trusts
American Home Mortgage Assets Trusts
American Home Mortgage Investment Trusts
Banc of America Alternative Loan Trusts
Bear Stearns Alta Trusts
Bear Stearns ARM Trusts
Bear Stearns ARM Trusts
Bear Stearns Asset-Backed Securities Trusts
BNC Mortgage Loan Trusts
Carrington Mortgage Loan Trusts
Carrington Mortgage Loan Trusts
Citigroup Mortgage Loan Trusts

Structured Asset Mort. Investments II Trusts Structured Asset Mort. Investments II, Inc. Bear Stearns Alt-A Trusts WaMu Trusts Deutsche Bank Alt-A Securities Inc. Mortgage Loan Trusts Securitized Asset-Backed Receivables Trusts Long Beach Mortgage Loan Trusts
MASTR Atternative Loan Trusts
MASTR Asset-Backed Securities Trusts
Morgan Stanley Capital I, Inc. Trusts
Nativis Real Estate Capital Trusts
New Century Home Equity Loan Trusts Structured Asset Investment Loan Trusts Wells Fargo Asset Securities Corp. Trusts Residential Asset Securitization Trusts HSI Asset Securitization Corp. Trusts IndyMac INDX Mortgage Loan Trusts IndyMac IMSC Mortgage Loan Trusts New Century Mortgage Loan Trusts Nomura Home Equity Loan Trusts First Franklin Mortgage Loan Trusts NovaStar Home Equity Loan Trusts NovaStar Mortgage Funding Trusts GSR Mortgage Loan Trusts Harborview Mortgage Loan Trusts Option One Mortgage Loan Trusts Saxon Asset Securities Trusts Soundview Home Loan Trusts Fremont Home Loan Trusts GSAA Home Equity Trusts First NLC Trusts CWABS Trusts **CWALT Trusts GSAMP Trusts CSMC Trusts** RAMP Trusts RALI Trusts

## 3. MOST PROLIFIC MERS CERTIFYNG OFFICER: NICHOLAS HOYE

Nicholas Hoye from the Minneapolis, Minnesota offices of Wells Fargo Home Mortgage is the winner of the "Busiest Signer of 2011 Award."

12

Hoye signed...thousands of mortgage\_assignments in the first six months of 2011. Hoye most often signs to convey mortgages to his employer, Wells Fargo. Hoye has signed bs a Certifying Officer for MERS as Nominee for at least 40 mortgage companies. The runner-up is Ricky L. Thompson, also from Wells Fargo.

## **BONUS QUESTION**

## WHICH LAW FIRM USED THE MOST CREATIVE PHRASE (IN LIEU OF AN ACTUAL DATE) TO IDENTIFY THE DATE THE ASSIGNMENT WAS MADE?

When did the trust acquire the mortgage? What was the exact date the mortgage changed hands? According to thousands of documents, the date was:

"At or before the ensealing and delivery of these presents the receipt whereof is hereby acknowledged..."

#### Ben-Ezra & Katz, P.A. 2901 Stirling Road, Suite 300 Fort Lauderdale, FL 33312

This is one of the LPS affiliated law firms, a/k/a foreclosure mills - that was being investigated rigorously by June Clarkson and Theresa Edwards of the Florida Attorney General's office – until that moment when Clarkson and Edwards were escorted rigorously out the door.

Signers come and signers go, but the practices of banks and their servicers remain the same.

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Small Business

Third Party Risk & Compliance

Public Sector

D-U-N-S Number

Our Company

HOME A ENGINESS DIRECTORY I FORCE ACMINISTRATION IN EXECUTIVE, LEGISLATIVE, AND OTHER GENERAL GOVERNMENT SUPPORT IN UNSER STATES IN MARCIARD IN ARREAD. STATE OF MARYLAND

#### State of Maryland

Website 3

Corporation Parent

Get a D&B Hoovers From Teat

Claim This Company

Overview

Contacts

Sales & Marketing

Financial Statements

Credit Reports

FAQ

#### Overview

Doing Business As: State of Maryland

Company Description: State of Maryland is located in Annapolis, (MD,

United States and is part of the Executive, Logislation, and Other General Government Support Industry. State of Maryland has \$8,020 total employees across all of its focutions and generates \$40.44 billion in sales (USD). There are 1,537 companies in the State of Maryland corporate family.

Key Principal: Lawrence J Hogan Junior | See more contacts | >

Industry: Exercise, Legistative, and Other General Government Support . Public Administration , Governors' office . Executive offices, State

See other industries within the Public Administration sector;

Association of Economic Biogeoms. Administration of Environmental Oughy Eugenes. Administration of Housing Programs, Urban Planning, and Community Development, Administration of House Base ass. Programs, Justice, Public Order, and Safety Activities, National Security and International Affairs. Space Research and Jechnology

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Phone: (410) 767-6356

Website: www.mai.dama.gag. is

Employees (this site): 91 @ Actual  $\Omega$ Employees (all sites): 58,020 @ Article

Revenue: \$40.44 billion O Actual Fiscal Year End: JUN

Year Started: 1788

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Sales in USD

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#### #2012-261

#### UNITED STATES OF AMERICA DEPARTMENT OF THE TREASURY COMPTROLLER OF THE CURRENCY

And the second s	)	
In the Matter of:	)	AA-EC-2012-140
HSBC Bank USA, N.A.	<b>)</b>	
McLean, Virginia	}	
_	)	

#### CONSENT ORDER

The Comptroller of the Currency of the United States of America ("Comptroller"), through his national bank examiners has conducted an examination of HSBC Bank USA, N.A., McLean, Virginia ("Bank"). The Comptroller has identified certain unsafe or unsound practices related to enterprise-wide compliance. The Comptroller has informed the Bank of the findings resulting from the examination.

The Bank, by and through its duly elected and acting Board of Directors

("Board"), has executed a "Stipulation and Consent to the Issuance of a Consent Order,"

dated <u>December 11, 2012</u> ("Stipulation and Consent"), that is accepted by the

Comptroller through his duly authorized representative. By this Stipulation and Consent, which is incorporated by reference, the Bank has consented to the issuance of this

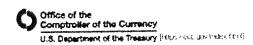
Consent Order ("Order") by the Comptroller.

#### ARTICLET

#### COMPTROLLER'S FINDINGS

The Comptroller finds, and the Bank neither admits nor denies, the following:

(1) The Bank has a supervisory history of non-compliance with banking laws and regulations, as well as non-conformance with policies, procedures, and prescribed



#### Correcting Foreclosure Practices

#### Updated January 31, 2017

#### OCC to Escheat Remaining Foreclosure Review Funds, Completes Payment Program

Under the Independent Foreclosuse Review (IFR) Payment Ajkeement, more than \$3.7 billion was distributed to more than 3.6 million eligible becrowers, representing more than 90 percent of the total amount available for distribution.

Checks related to OCC-regulated banks covered by the IFR Payment Agreement expired December 31, 2016. No additional checks will be

In June 2016, the Office of the Comproler of the Currency (OCC) escheduld approximately \$270 in June 16 state authorities, in connection with the agency supervised payments under the independent Foreclosure Review (IFR) Payment Agreement. The OCC expects to esched an additional \$4 institute to state authorities by February 2017 to complete the IFR Payment Agreement program. Eligible borrowers and their hers may dram unclaimed hards obligated to them through their states excheditional processes. Each state has different binefines, but it may be six months or more after the funds are escheded to the states before the respective state is able to provide payments under ther bicklaimed properly processes. There is no time smit within which eligible and viduals must request funds under the states' unclaimed funds. processes

#### Foreclosure Prevention Assistance

Regulators executage bottowers needing fixedlosure prevention assistance to work directly with their servicer or contact the Hondowner's HOPE Hotime at 888-995-HOPE (4673) (or at Making Home Affectable [FEE] rewere managiomeasordable polybagespread activity to be put in touch with a U.S. Department of Housing and Urban Development approved nonprofit organization that can provide free assistance.

#### OCC Terminates Foreclosure-Related Consent Orders

Following the writication of corrective actions, the OCC has terminated foreclosure-related consent orders against the following banks

- Termination Order for Bank of America, N.A. (PDF) (June 17, 2015)
- Terrination Order for PNC Bank, R.A. (PDF) (June 17, 2015)
   Terrination Order for PNC Bank, R.A. (PDF) (June 17, 2015)
- . Termination for EverBank (PDF) (January 5, 2016)
- · Immediation for JPMorgan Chave Bank, N.A. (PDF) (January 5, 2016)
- Termination for OneWest (PDF) (July 21, 2015)
- . Termination for Santacider Bank, N.A. (PDF) (February 9, 2016)
- Termination for U.S. Bank National Association (PDF) (February 9, 2016)
   Immination for Wests Fargo Bank, N.A. (PDF) (May 24, 2016)
- . Termination for HSBC Bank USA N.A. (PDF) (January 9, 2017)

Forecosure-related consent orders against Autoxa Back, ESB, and Meltile Back, N.A., were terminated previously by operation of law after these sightishous chased to operate as requiated, visured depository institutions.

#### Federal Bank Regulators Fine Document Processor \$65 Million

The Jederal banking agencies fined ServiceLink Holdings, EEC (ServiceLink Holdings), \$65 million for improper actions by its predecessor company, Lender Processing Services Inc. (LPS), which resulted in significant deficiencies in the foreclosure-related services that LPS. provided to mortgage servicers.

Cvz i Money Penaky Order (PDF) (January 24, 2017)

#### Related Reports

- Foreckissice Retailed Consent Orders Status Report, Observations, Payments, and Forectosize Prevention Assistance (Abril 2014)—On April 30, 2014, the OCC released a report on IFR Payment Agreements that provides data on the status of payments and foreclosure prevention assistance as well as a discussion of observations from the reviews.
   Payment of technique that Consent Consent Consent Only (May 2004). The consent of the payments are consented to the payments.
- Report on independent Forecksiae Review Payment Data (May 2013) —This report provides data on IFR payments by state as of

09/09/2018 08:45 AM 1 of 2

### UNITED STATES OF AMERICA Before the COMMODITY FUTURES TRADING COMMISSION



In the Matter of:

Deutsche Bank AG and Deutsche
Bank Securities Inc..

Respondents.

### ORDER INSTITUTING PROCEEDINGS PURSUANT TO SECTION 6(c) AND (d) OF THE COMMODITY EXCHANGE ACT, MAKING FINDINGS AND IMPOSING REMEDIAL SANCTIONS

I.

#### INTRODUCTION

The Commodity Futures Trading Commission ("Commission") has reason to believe that Deutsche Bank AG ("DB AG") and Deutsche Bank Securities Inc. ("DBSI") (collectively, "Deutsche Bank" or "Respondents") violated the Commodity Exchange Act (the "Act" or "CEA") and Commission Regulations ("Regulations"). Therefore, the Commission deems it appropriate and in the public interest that public administrative proceedings be, and hereby are, instituted to determine whether Respondents engaged in the violations set forth herein and to determine whether any order should be issued imposing remedial sanctions.

In anticipation of the institution of an administrative proceeding, Respondents have submitted an Offer of Settlement ("Offer") that the Commission has determined to accept. Without admitting or denying any of the findings or conclusions herein, Respondents consent to the entry of this Order Instituting Proceedings Pursuant to Section 6(c) and (d) of the Commodity Exchange Act, Making Findings and Imposing Remedial Sanctions ("Order"), and acknowledge service of this Order.

Respondents consent to the use of the findings of fact and conclusions of law in this Order in this proceeding and in any other proceeding brought by the Commission or to which the Commission is a party or claimant, and agree that they shall be taken as true and correct and be given preclusive effect therein, without further proof. Respondents do not consent, however, to the use of this Order, or the findings or conclusions herein, as the sole basis for any other proceeding brought by the Commission or to which the Commission is a party, other than a proceeding in bankruptey or receivership; or a proceeding to enforce the terms of this Order. Respondents do not consent to the use of the Offer or this Order, or the findings or conclusions in this Order, by any other party in any other proceeding.

## UNITED STATES OF AMERICA BEFORE THE BOARD OF GOVERNORS OF THE FEDERAL RESERVE SYSTEM WASHINGTON, D.C.

In the Matter of

DEUTSCHE BANK AG Frankfurt, Germany

DEUTSCHE BANK AG NEW YORK BRANCH

New York, New York

DB USA CORPORATION

New York, New York

and

DEUTSCHE BANK TRUST -COMPANY AMERICAS

New York, New York

Docket Nos 17-009-B-FB

17-009-B-FBR 17-009-B-HC 17-009-B-SMB 17-009-CMP-FB 17-009-CMP-FBR 17-009-CMP-HC 17-009-CMP-SMB

Order to Cease and Desist and Order of Assessment of a Civil Money Penalty Issued Upon Consent, Pursuant to the Federal Deposit Insurance Act, as Amended

WHEREAS, Deutsche Bank AG, Frankfurt, Germany ("Deutsche Bank") is a foreign bank as defined in section 1(b)(7) of the International Banking Act (12 U.S.C. § 3101(7)) that controls a large complex financial organization that consists of a number of separate business lines and legal entities in many countries around the world;

WHEREAS, Deutsche Bank conducts operations in the United States through its U.S. bank holding company, DB USA Corporation, New York, New York ("DB USA") that owns and controls Deutsche Bank Trust Company Americas, New York, New York ("DBTCA"), a state-chartered bank that is a member of the Federal Reserve System; Deutsche Bank's branch office located in New York, New York (the "Branch"); and various other offices and subsidiaries (the "U.S. Operations"):

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#### Certificate of service

I Debra Bonilla Mead certify that a true and correct copy of this motion was filed on the offices

Szymczyk, Esq. AIS #1906190102 of the Orlans PC 1602 Village Market Blvd SE Suite 310 Leesburg VA 20175 and Laura O'Sullivan et al of debt-collectors McCabe Weisberg and Conway, 312 Marshall Avenue Ste 800, Laurel Md. 20702 by first-class USPS postage prepaid this 14th day of April 2022 purportedly the plaintiffs' attorney sent by Debra Baully Mean W/P

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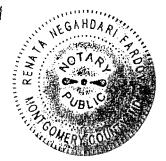
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Debra Bonilla Mead

Subscribed and sworn to before me, in my presence, this 18th day of April , 2022 a Notary Public in and for state of Maryland and county of Montgomery, by Debra Birdla Mead

Notary Public signature

My commission expires 12/13



Rendla Negahdan Fardova Notary Public Mentgomeny County, MD My Commission Expires: December 13, 2025

#### TABLE OF ATTACHMENTS 24B

#### DEFENDANT'S AMENDED MOTION TO CORRECT THE RECORD SUPPLEMENT THE RECORD AND NOTARIZED AFFIDAVIT OF TRUTH APRIL 21, 2022

Attachments	Document	Date/or File into	Page
		the Record	
1	WHO'S SIGNING NOW?	July 20,2011	12-14
	Lynn e. Szymoniak Esq, Fraud Digest		
2	DUNN & BRADSTREET <b>Doing Business As State of</b>	Current	
	Maryland		
3	Consent Orders		16-19
4	Docket		21-23
5	Notarized Affidavit Page	4-18-2022	24
6 & 7	AFFIDAVIT OF DEBRA BONILLA-MEAD	8- 26-2019	
	& SELF-EXECUTING CONTRACT IN COMMON LAW		
	TABLE OF ATTCHMENTS		24 b
8	Triple Sealed Certified Certif-of-Live-Birth	3-19-2019	
9	Closing Statement Defendant Injury in Fact Standing	3-27-2019	
	Threshold Issue Raised at any time		
10	Opening Statement Newly Discovered Evidence	3-27-2019	
	Purported Special Purpose Vehicles Oath of Fidelity all		
	rights Reserved W/P 1-308 UCC		
11	Deutsche Bank LPS Biggest Customer	4-13-2010	
12	ELECTRONIC SERVICE DENIED		
13			

Debra Bonilla-Mead P.O. Box 2873 Gaithersburg, MD (301) 385-7399

#### Affidavit of Debra Bonilla-Mead

Re: Defective Subpoenas ordered by the court 4277991-V (and parties related in case 451232-V), It would appear the alleged party is a 2 dimensional entity-a Corporate Fiction under NY Law and or d/b/a and can't receive service HSBC MORTGAGE SERIVE INC. NY, ET AL. As the court already is aware.

Affidavit of Debra Bonilla-Mead the breathing flesh and blood sentient heredity Secured party Creditor and owner of the property known as DEBRA BONILLA-MEAD Estate/under penalty of perjury by special appearance not waiving any rights, remedies or defenses statutory or procedural entered the Montgomery Circuit Court once again on 13th day of Aught, as I did on the 8th of August, as I am once more again requesting and seeking corrected summonses once again pursuant motion from the clerk of the court to prepare summons demanded by court order in the original form pursuant to MD 1216-22-507 to serve subpoenas on the corrected alleged defendants agents as the Caption page Styled Name is really a two dimensional fiction only existing on paper thereby service is not even a reality and the Elerks of this court are fully aware of this fact.

The court clerk who created the subpoenas has filled in subpoenaed parties information incorrectly and don't match with the Titled documents filed with the alleged information in the MD Land Records.

Pall tiff/alleged defendant's has demanded in previous motion to correct this error with verifiable authenticated summons in compliance with the court order to the alleged Wells Fargo Bank Corporation as the MD Land Records indicates. All attempts have been unsuccessful by pro se litigant it appears the courts has a colorable interest with the parties in the alleged debt. (Emphasis added)

WHO'S SIGNING NOW? LYNN E. SZYMONIAK, ESQ., ED., FRAUD DIGEST JULY 20, 2011

http://4closurefraud.org/2011/07/20/fraud-digest-robo-signed-whos-signing-now-mers-assignments-and-trusts/

I, Debra Bonilla-Mead went to the clerks window to file motion for corrected summons, the first clerk, heavy set woman, far skin, thin reddish brown hair, I believe her name is Harriet, or at least begins with an H took my original motion checked it and stamped it in addition to the additional captions of the other accompanying motions to mail out to the opposing parties. I asked this older woman for the correct summons and she told me that was what the court released and that there was no other option. I told her they were not correcting thus deficient and incorrect. These summonses were set for Plaintiff to failure upon the mailing as is the same ever since Plaintiff filed and originally processed served the party's. Plaintiff once again is aware of the economic extortion that operates the in the courts daily.

Plaintiff spent money to copy documents in the 427991 court file jackets a document returned to court was in the file from the foregoing mailing. Someone in the Chief Clerk's office rubber stamped the

1

returned document in the record: Received --4-23, 2019 has the written hand signature: "return to sender Not deliverable le as Addressed unable to forward. HSBC MORTGAGE SERVICES INC NY C/O Aldridge Connors LLP, 780 Johnson Ferry Road, # 600 Atlanta Ga 30342-0076. It doesn't take a rocket scientist to know that this is a fictitious corporation only existing on paper and not a people in the three dimensional world. One can look at the numerous undeliverable throughout the case process with Joshua Wellborn, esq. (also a foreign agent fictions his official capacity the alleged firm McCabe, Weisberg, and Conway, LLC, as in case no. 451232\_V Laura H.G. O'Sullivan and all the esquires named in their official capacity as named on that docket).

Reviewing the Hearing Transcripts of Wellborn and Judge Joseph Dugan 4-12-2017 Hearing gives the true understanding the true picture about the fraud on the court Plaintiff/alleged defendant that's been ongoing on in this case and the progression into case number 451232-V.

I, Plaintiff Debra Bonilla Mead living breathing woman people then went up to the Chief Clerks office, it is imperative to be able to forward the correct summons to the correct parties and to the correct addresses. It appears that the courts allegedly have another purported agenda and seek intentionally the failure of the case so it can be dismissed and plaintiff receives no justice, no due process and withheld from access to this court.

The clerk in the clerk's office said she was limited in her ability to assist me and called Nati, whereby I was met by Nati downstairs at the clerk's window once again. Apparently Nati is a supervisor clerk over the regular clerks that attend the clerk's window and she said "what can we do". That's a lie because they had to be named parties as docket entries in original order to docket, as corresponding form the NOI I had to demand from the DLLR from commissioner's office.

I, Plaintiff/Alleged Defendant preserve this record for appeal the court is fully aware that a pro se is not allowed to create subpoenas. This fact, the clerk must automatically extend the time for pro se litigant to file subpoenas unless they are issued in proper form. The requests that chief clerk investigate or have the attorney general investigate why proper subpoenas can't be created by officers of the court. Since pro se litigants can't serve a defective subpoena and furthermore can't because it does no justice to the plaintiff or to the court. See the original case and proceed to continue extend its deadline for service upon correction of deficiency and defects so as not to waste the courts or the plaintiff's time and energy including under penalty of perjury.

Furthermore: I, one Debra Bonilla-Mead, one of the People of Maryland, Sui Juris, hereafter known as the 'settlor/alleged borrower', duly depose and swear as affiant, that I, believe that:

- 1 The Bank, HSBC MORTGAGE SERIVE INC. NY, ET AL MORTGAGE Company. Inc. and or any assigns, hereafter known as the 'Bank', operated in a similar manner to FIRST NATIONAL BANK of Montgomery, the plaintiff in the Credit River Decision<sup>4</sup>, whereas Sunny Side MORTGAGE Company. Inc. as agent of, and in collusion with the FEDERAL RESERVE created the alleged 'money' that was advanced on behalf of the alleged borrower by 'bookkeeping entry'.
- 2. The Bank led the alleged borrower to believe the Bank had 'money' to 'loan', the alleged 'money' for the alleged 'loan' was coming from the Bank's valuable assets and as such the failure to re-pay the 'money' loaned would create a potential for a loss of valuable assets to the Bank's.

- 3 The Bank did not disclose to the alleged borrower that the signature of the alleged borrower on the promissory note allowed the Bank to create the 'money' issued on the alleged borrower/settlors behalf to the 'seller'.
- 4. The subsequent 'money' created by monetizing the promissory note was never credited to the alleged borrower's account with a 'deposit slip' given to the depositor (alleged borrower), and the Bank never disclosed the facts to the alleged borrower detailing their acquisition of the 'money' through monetizing the promissory note.
- 5. The Bank led the alleged borrower to believe it was acting in 'good faith' with 'clean hands' and the alleged 'loan' documents were lawful binding contracts
- 6. The alleged borrower was unaware and unschooled in the laws, and operation of the Banking industry and the Bank took advantage of this fact to fraudulently deceive the alleged borrower
- I, Debra Bonilla-Mead decree<sup>6</sup>: the alleged 'loan' 'Promissory Note', and 'Deed of Trust' contract(s) are 'ultra vires', void by not meeting the lawful requirements of a contract, to wit: 1. A 'meeting of the minds' did not occur (full disclosure of the facts involved an the operation of the contract), 2. No valuable consideration was exchanged (there is no statute or law under the Constitution of the United States that allows for the creation of money by the Banks-see Art. 1, section(s) 8, &10) therefore the Bank did not present any consideration, while the alleged borrower did promise to give substantive value (their labor exchanged for legal tender 'money'), and did give their valuable 'signature' 3. There was no risk or liability on the Banks part because no 'money' was 'loaned' and the Bank's agent(s) failed to sign a wet ink signature on the contract evidencing acceptance of the contract and a commercial liability on their part.

4 http://www.educationcenter2000.com/legal/credit river decision.htm

5 There are three common terms used to describe this privately created money. They are "credit," "demand deposits" and "checkbook money." In the Fifth edition of Blacks Law Dictionary, p. 331, under the term "Credit," the term "Bank Credit" is described as: "Money bank owes or will lend individual or person," In the book I Bet You Thought, published by the privately owned Federal Reserve Bank of New York, as follows: "Commercial banks create checkbook money whenever they grant a loan, simply by addling deposit dollars to accounts on their books to exchange for the borrower's IOU...",. "A national bank ...cannot lend its credit to another by becoming surety, indorser, or guarantor for him, such an act is ultra vires..." Merchants' Bank v. Baird, 160 F 642.
6 they are sovereigns without subjects...with none to govern but themselves...." CHISHOLM v. GEORGIA (US) 2
Dall 419, 454, 1 L Ed 440, 455 @DALL (1793) pp471-472.

"The very meaning of 'sovereignty' is that the decree of the sovereign makes law." Ameri"...at the Revolution, the sovereignty devolved on the people; and they are truly the sovereigns of the country, but can Banana Co. v. United Fruit Co., 29 S.Ct. 511, 513, 213 U.S. 347, 53 L.Ed. 826, 19 Ann.Cas. 1047.

- 8 The Bank threatens a foreclosure action against the alleged borrower for failure to make payments without first proving it has a lawful right of claim, by establishing it did 'loan' money, it does have the wet-ink signed 'Promissory Note', and wet-ink signed 'Deed of Trust'.
- 9 The Bank has not established a lawful contract(s) exists, that if it did exist the contract(s) and or all documentation such as the promissory note, have not been brought forth to be examined, the bank has committed fraud by failing to provide the factual evidence of a claim upon which relief can be granted.
- 10 The Bank did knowingly commit fraud upon the alleged borrower the proof of which is the Bank's refusal to have a flesh and blood agent sign the alleged 'loan' documents thus becoming commercially liable for any unlawful procedure.
- 11 The Bank has never presented a 'bill' for a debt due it from the 'alleged borrower', only 'statements'.

Furthermore the affiant says not. Witness my hand and scal: Without prejudice (Bottom of Entirety of Document)

#### SELF-EXECUTING CONTRACT IN COMMON LAW

Failure on the part of the alleged 'lender': HSBC BANK SERVICE INC. MORTGAGE, MERCHANTILE MORTGAGE, LLC (BANK), WELLS FARGO BANK, N.A. and or [it's] assigns, the Trustee: MCCABE WEISBERG, CONWAY, LLC., Laura O'Sullivan, Rachel Keifer, Erin Schaffer, Chastity Brown, Michael Keifer, Aaron Wellborn (Case No. 427991V) et al, false foreclosure including under the

Howard Bierman, Jacob Geesing, Carrie Ward, Bierman, Ward, and Wood, Ile f/k/a/ Bierman, Geesing and Ward, Ile

failed to verify debt in any case or prove provide Proof of Claim, on this alleged lax evasion upon my property with unsigned, manufactured, forged document and MERS., and or [its'] assigns, the Beneficiary: MERS, and or [it's] assigns to rebut the facts set forth in numbers one (1) through eleven (11) of the above Affadavit, individually and completely with factual evidence, also including but not limited to a complete forensic accounting of all accounts, Form FR2046 (showing the original balance sheet), an IRS form 1099OID which will identify who the principal funds originated from, which capital and interest was taken and who the recipient of the funds is, and who is holding the account in escrow, unadjusted, Form S3-A (Registration) to show if, when and where the Promissory Note was sold, the 424 B-5 prospectus (security filing), RC-S and RC-B call schedules, and FAS 125, 133, 140, 5, and 95 forms, and all documents relating 7 "The Missouri court found that, because MERS was not the original holder of the promissory note and because the record contained no evidence that the original holder of the note authorized MERS to transfer the note, the legalese foreign language of the assignment purporting to transfer the promissory note was ineffective. "MERS never held the promissory note, thus its assignment of the deed of trust to Ocwen, Well Fargo, HSBC BANK, HSBC MORTGAGE CORP, PHH or any entity d/b/a or corporate fiction/esq separate from the note had no force." 284 S.W.3d at 624; see also In re Wilhelm, 407 B.R. 392 (Bankr. D. Idaho 2009) (standard mortgage note language does not expressly or implicitly authorize MERS to transfer the note); In re Vargas, 396 B.R. 511, 517 (Bankr. C.D. Cal. 2008) ("[I]f FHM has transferred the note, MERS is no longer an authorized agent of the holder unless it has a separate agency contract with the new undisclosed principal. MERS presents no evidence as to who owns the note, or of any authorization to act on behalf of the present owner."); Saxon Mortgage Services, Inc. v. Hillery, 2008 WL 5170180 (N.D. Cal. 2008) (unpublished opinion) ("[F]or there to be a valid assignment, there must be more than just assignment of the deed alone; the note must also be assigned. . . . MERS purportedly assigned both the deed of trust and the promissory note. . . . However, there is no evidence of record that establishes that MERS either held the promissory note or was given the authority . . . to assign the note.")." LANDMARK NATIONAL BANK v. KESSLER, (Kansas Supreme Court August 2009)

<sup>8</sup> "To show standing, then, in a foreclosure action, the plaintiff must show that it is the holder of the note and the mortgage at the time the complaint was filed. The foreclosure plaintiff must also show, at the time the foreclosure action is filed, that the holder of the note and mortgage is harmed, usually by not having received payments on the note." UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF OHIO WESTERN DIVISION AT DAYTON IN RE FORECLOSURE CASES CASE NO. 3:07CV043 07CV049 07CV085 07CV138 07CV237 07CV240 07CV246 07CV248 07CV257 07CV286 07CV304 07CV312 07CV317 07CV343 07CV353 07CV360 07CV386 07CV389 07CV390 07CV433 JUDGE THOMAS M. ROSE (November 15th, 2007)

to the alleged 'loan' within twenty one (21) calendar days of receipt of this notice will result in the Bank(s), Trustee(s), and Beneficiaries tacit agreement, and silent acquiescence to the truth of the statement(s) herein and will forever barr the Bank, the Trustee, and the Beneficiary, from refuting them in the future, will give John Henry Doe or his agent unlimited Power of Attorney to represent the principals in any capacity, in settling this matter, and will barr the principals from engaging in any legal action for claims, liens, legal orders, levies, damages, losses, and relieves any liabilities of settler/alleged borrower that are currently due or that may become due in the future against the 'settlor'/alleged

borrower for alleged 'loan' MIN # 100022407999567836..., loan # 7995678- ver. /2, /3,/ etc., additional altered loan # 20392801730, Trust Deed recorders loan # 7995678 \*2, \*3\* etc., WELL FARGO-WHFM-CLIENT 708 # 00475256654 LENDER ID S94001/0047525654/MERCHANTILE MORTGAGE LLC

Any rebuttal of the truth of the above statements will be in the form of an affidavit, signed and notarized by High ranking officer(s) or agent(s) of the principals involved and sent with 'proof of service', USPS certified mail number, or will be void. An unrebutted affidavit stands as truth.

By: Desc. Scale 17:00 settlor/Authorized Representative Debra Bonilla Mead, 1-308 W/P P.O. Box 2873 Gaithersburg, MD 20886

State of Maryland)		
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County of Montgomery)	Seymour personally	
On 26th day of August, 2019, before m	who proved to me on the basis of satisfactory evic	dence to be the
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[ [[BAN]]]	By: Deha Brulle Measculor/Authorized Representative	₿ :
Normal State	Debra Bonilla Mead, 1-308 W/P	
THERE'S	P.O. Box 2873	
	Gaithersburg, MD 20886	

PARIS SEYMOUR

\*OTARY PUBLIC STATE OF MARYLAND

My Commission Explies July 10, 2022

### Page 8 of 17

## CIRCUIT IN AND FORE Montgomery County Maryland IN THE CIRCUIT OF THE EIGHTH JUDICIAL

Laura H.G. O Sulivan, et al, ALLEGED PLAINTIPFS/ DEDT COLLECTORS	Case No: 451232V 2018  ** MOTTON PUTTING COURT ON JUDICIAL.  ** NOTICE PLACING INTO THE RECORD A SEALED  ** BONDED CERTIFICATE COPY OF LIVE BIRTH
Alleged Plaintiff	* JURY TRIAL DEMANDED ON ALL COUNTS AND CLAIMS OF RELIEF Newly Discovered Evidence 2.201 Real Party of interest
Debra Bonilla Mead Alleged Defendant	Accordance with Lyders, liftle 28, Parly, Chapter 121 of 28 U.S., Code Chapter 121 – rule 39 (a) UIMANTEES TRIAL BY JURY –  * Md. Rule-511 and 2-521

\* committing treason against the Constitution \* and conspiracy to defraud alleged defendant \* under color of law

" Indicial Officers Conspiring Against " TILLE 16 OF THE MARYLAND CODE \* Jury Trial Demanded But Denied By

DONDED COPY OF DEFENDANT'S CERTIFICATE OF LIVE BIRTH AUTHENTICATING DEMONSTRATING THAT'S HE IS THE UNITED STATES OF AMERICA DEMONSTRATING THAT'S HEIS THE INBURDENCICARY OF HER ISSTATE, HEREDITY AND HER ASSETS FURCHER THAT THE RECORD BEING FULLY SUBMITTED PURSUANT'ND RULE 1-402 2-404 2-424 2-431 DEFENDANT'S MOTION PUTTING INTO THIS COURT PUTTING THE COURT ON JUDICIAL NOTICE THAT DEFENDANT IS PLACING INTO THE RECORD A SEALED

the land certify to this court that defendant has at her own cost and expense obtained a BOMDED CERTIFIED COPY OF LIVE BIRTH which defendant has now placed into the record<sup>1</sup>, and the Rules Ev. 2-201, 5-201 clearly demonstrating that defendant is THE BENEFICIARY of her own beneficiary of all heredity and her asserts) a real living sentient flesh and blood woman bem on trus/theredity/assets which alleged plaintiffs/alleged debt-collectors/purporred special service court MUST take Judicial Notice? of pursuant the MD Rules cited in the caption above. Ad Comes now, alleged Defendant Debra Bonilla-Mead (Ingenfier 'defendant and the

Page 1 of 7

papers filed that the presumption to be correct is in fact not correct, it's a material fact-a material documents tools of eleception creating false prexumption presented in this court and all courts the issue. Also Upon purchase the alleged debt has been fully Satisfied as the Exemplary shows for defendant's rights white case is on appeal in the MD Cosa Court under 28 U.S.C 1664 all rights superficial appearances further allegedly holding inclusive of MERs/ deed of trust fraudulenty rights reserved 1.301 W/P that the Bonded Certified be submitted under MD Rute 5:201, 5-402, and 5-901 and 5-902 and defendant retaing legal standing of alleged plaintiffs MD Rute 5-201, Defendant puts court on notice submitting into the record submitting into the record of the MD all alleged mortgages disclosure fully fails lacking consideration. (E-3)Defendant assens all which has been rebutted incorporating all cases inclusive of papers, plendings, and motion, Coxa us evidence that the actions of alleged plaintiff corporations in this court which are on vehicles of third parties making false claims are attacking illegally with forged fabricated going even though it lacks subject-matter-legal jurisdiction and authority to interfere with reserved 1-308 W/P. Defendant enforces her remedy.

other courts that the defendant has acted in the uttermost faith with this court and other courts to Defendant now incorporates actions in this court and the Court of Special Appeals and constitution proving fraud on the catur, also fraud in alleged contract taking judicial notice? in prevent and report that alleged plaintiffs/purported special purpose vehicle third party's?) corporations are not real party of interest Md 2-201 having no legal standing disclosing the authenticate legal standing furthering financial fraud and identity theft under the organic criminal misconduct of the alleged plaintiffs/debt collectors who repeatedly refuse to this court and all other courts which they are a party.

The allegast defendant asserts that this court is fully aware of the requirements of proof of Paper/ purported special purpose vehicle third party's?/ corporations are not real party of interest treasury window regardless of the county with false proof of claims stolen from the defendant regal standing not legally permissible for any alleged plaintiffrequire fictions only exist on Md 2-201 to steat defendant's assets grand larceny by trick false presenting any party at any

UDICIAL HOTTEE.

Undicide Hotte Hott

Page 2 ci 7

JUDICIAL NOTICE Place into the Record Bonded Certificate of Live Birth

JUDICIAL NOTICE

- Defendant asserts that aflegedly when a deed of trust uses the language. "for a losn I had received" (even cugaging prior past tense grammar) It's not a requirement that any/defendam received a loan as alleged by the word crafting nor pursuant to American jurisprudence, is it prima facie evidence that any people actually received a loan, it's just a common foreign language legalese term only not indicative of anything making void and non-cifiest not defendant's first language.
  - sham wrongful forechsure forging anomalous nom-de-guenes, claimants alteged have ne actual legal rights. The alleged script or squiggle signatures on forgery documents does not prove the UCC status of the signer at the time or prove it was even place by the "legal fiction person" Defendant does not conceded to any alleged debt owing any obligation to say of the alleged plaintiffs or anyone else for that matter for the rebutted purported mortgage and this whose name appears,
- Registration Systems has been fully Satisfied as the Exemplary shows for all alleged morgages alleging a fractionalized concept alleging much mantendo, insinuation, inference and reference. braveds whereby Jacking proof, yet upon purchase the alleged debt by Morigage Electronic 5. Defendant asserts fraud in the factum was asserted, as well fraud in the inducement dacking consideration plus, on-going acts of frand committed against the defendant. (R-3)
  - Defendant asserts that holding alloged wronglid forcelosure sales on crurts property, two ableged courts in this frivolous case 1-Daval Wing, PG and 2-Montgomery Counties same exact County Circuit Court as frivolous wrongful auction took place at exacts same 11:31 Am used to date and time and only notice given defendant was to lure her away from the Montgomery purportedly sell and steal defendant's property which is prima facie evidence of a rico conspiracy.
- thus the foreclosure is no good using Breeder documents to allege a sham case and all actions by 7. Defendant asserts that the invocation of the power of sale clause is defunct and no good alleged fictitious esquires. (E-2)
- subject matter jurisdiction as in personant. Defendant will not be surery for any party. Defendant Defendant preserves the record in this court. Defendant is before this court NOT waiving uny rights, remedies, or defenses, statutory, or procedural. Defendant raises all jurisdiction and rebuts. "Court Presumption, again rebuts all court discretion "Presumptions" and mast be decided." Basso v. Utah Power & Light Co. 395 F 2d 906, 910." Holder in duc centrada

Page 3 of 7

standing, jurisdiction, sub-juris or venuc, forcign entitics, non-citizens, in their corporate capacity subversion to deceive the defendant.

- court and all other courts. Inclusive in this Motion is Defendant's Case No. 427991-v as plaintift. placing BONDED CERTIFIED COPY OF LIVE BIRTH in all cases in this court and all other Defendant placing BONDED CERTIFIED COPY OF LIVE BIRTII in all cases in this
- section 2 before this court. U.S Constitution Article 6, SEC 1, 2, and 3, Article 11, Article 19 Defendant asserts that this court has a duty and responsibly that it apparently failed to address thought the affeged plaintiffs pleadings affeged plaintiffs are not real party of interest MD 2-201 as admitted in transcripts from case no 427991-v in this court pursuant Article 3 and the Constitution of Maryland. Defendant asserts Ucc 1-201 rights are remedy.
- amend the legal standing of alleged plaintiffs' 'Esquire fictions'' only written on worthless paper while the case is on appeal as it would violate defendant legal and civil rights that the court is fully aware of, this lower court's inappropriate usury of the court of special appeals authority. Defendant asserts that Burden of Proof is on any and all alleged named and unnamed 1). Alleged defendant asserts that this court is without legal venue/jurisdiction to after or
- 13. Alleged defendant asserts that this court is fully aware appeal has/was filed in federal rico (E-2) claim in ongoing criminal conspiracy against rights and remedy under 42 U.S.C.1983-85,
  - Wintever processes questionable used by O'Sulivan, et alia, appear to demonstrate intent to defrand Debra 14. Laura O'Stulivan, et afra. "osquires" fierions on worthless paper are dismissed from and removed from Trusteeship based upon O'Sullivan, et alia questionable accounting penetices and mistepresentations. and. UNITED STATES DISTRICT COURT FOR MARYLAND GREENBELT FDC 48:18-6-311 EPX Bonilla Mead the Beneficiary/ herality of the assets.
- control actors acting as purported special service vehicle having an skin in this alieged shell-game faunt and 15. Alleged defendant asserts that there is no injury-in-tact to the alleged purported alleged lender lost deceptive practices. The INJURY In FACT is to the flesh and blood sention woman, satentonal infliction of emotional distress and jury
  - "ORIGINAL ACCOUNTING BECORDS" AND THE IMMER SEPARATION ORIGINAL AIORIGAGE AND Alleged defendant asserts by due process, under the law some identifiable listers sention remain had to produce verifiable evidence justifying the "Actions in this controversy. Therefore, the person or persons alleging to have or to possess documentation claims of power of atteney' over defendant (DEBRA BONILLA-MEAD) OR over my Faric AREHERITRY CHALLENGED TO PRODUCE THE PROMISSORY NOTF. With this forestad-established evidence, the Chaiment-Accuserf meter is

commanded to produce the documented PROOF OF POWER OF ATTORNEY TO SUPPORT HIS OR HER CLAIMS OF RIGHT to bave initiated the said faredocate action in CONTROVERY. 19 IF THE RECORD, Defendant, MAINTAINS THE RIGHT TO QUINTION the albayed fiduciary of the DERRA BONILLA MEAD ESTATE AND the same valuadeds shall apply to all third party accusers and claimants in the matter. I affinit my right as beneficiary to REBUT the apparent miscopresentations in this PRESENT COLORABLE CLAIM AND THE APPARENT PRAUD AND PRAUD ON THE COURT.

WHEREFORE Defendant Debra Bonilla-Mead. Pro Sc. puts this court on Notice and submitting into the record of the MD CSA -REG-3055-2018 as evidence that the actions of the alleged plaintiff corporations in this ceur which are on-going even though it lacs subject-matter-legal-jurisdiction and authority to interfere with the defendant's rights while case is on appeal in the MD Cosa Court.

,		~~~~	
	Z	E-2	E-3
Table of Exhibits Attached	Page BONDED CERTIFICATE OF LIVE RIRTH PUT INTO THE COURT RECORD	Page 6 BREEDER DOCUMENTS INVALIDATE ALLEGED AUCTION, SALE, ALLACTS E.2	Page 7 MERS SATISTACTION OF ALL ALLEGED MORTGAGES PAID IN FULLIFULLY SATISFIED EXEMPLANY OF ALL ALLEGED MORTGAGES SAREANES & OXLET CARRENTER Y. I. OXCAN.
	Page	Page	Page

Respectfully subnitted,

All Rights Reserved 1-308

## CERTIFICATE OF SERVICE

I, Debra Bonilla-Mead, certify dekxbalt/(Beneficiary of her estato/heredity and assets) MOTION HOTICE PLACING INTO THE RECORD A SCALED BONDED CERTIFICATE COPY OF LIVE BIRTH to alleged plaintiffs esquires' fictions only on paper. Laura H.G. O Sullivan, et al, alleged Plaintiffs' debt collectors, McCabe, Weisberg, Conway, Ilc, 312 Marshall Ave, Suite 800 Laurel Maryland, 20707 by first-class USPS mail postage-paid this 19th day of March 2019

Date: March 19, 2019

Respectfully submitted,

Lobos Bridge 1884 Agent, AR, W/P

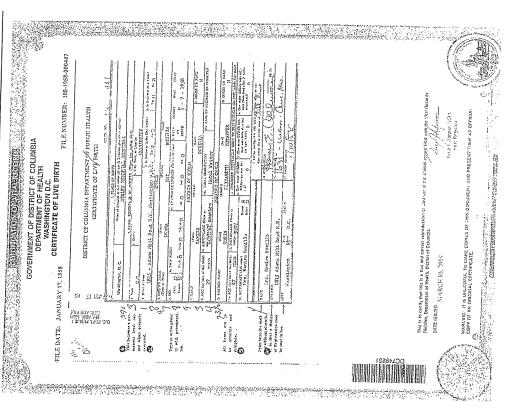
UCG 1-308All Rights Reserved

Debra Bonila-Mead

P.O. 2873

Gaithersburg, Md 20886

Page 5 of 7



## Exhibit-1: Bonded Certified Live Birth Court Filed Bond

## Exhibit-2 The Breeder

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## Page 17 of 17

## STATE OF MARYLAND

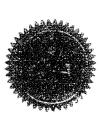
## COUNTY OF MONTGOMERY, to wit:

MOJION PUTTING INTO THIS COURT PUTTING THIS COURT ON JUDICIAL NOTICE TRACT DEFENDANT IS PLACING INTO THE RECORD A SEALED BONDED COPPY OF CITIZEN OF THE UNITED STATE OF AMERICA DEMONSTRATING THAT SHE DISCALLE REPRESENTED THE UNITED STATE OF AMERICA DEMONSTRATING THAT SHE IS THE RECORD BEING FULLY SUBMITTED PURSTANT AND HER ASSETS FURTHER THAT THE AND ATTACHMENTS FILED ON 03/19/2019 IN I HEREBY CERTIFY that the foregoing is a full, true and correct copy of

No. 451232-V, truly taken and copied from the record of proceedings

in the Circuit Court for Montgomery County, Maryland, in the foregoing case.

NOTE: A raised seal authenticates each document herein.



In Testimony Whereof, I have hereunto subscribed my name and affixed the seal of the Circuit Court for Montgomery

A LIMBERT

Barbara II. Meiklejohn

County this 20th day of March, A.D. 2019.

Clerk of the Circuit Court for Montgomery County

Given under my hand this 20th day of March, A.D., 2019.

1, Robert A. Greenberg, Presiding Judge of the Circuit Court for Montgomery County.

STATE OF MARYLAND, MONTGOMERY COUNTY, To-wit:

State of Maryland, do hereby certify that the foregoing attestation is in due form and by

the proper officer.

Presiding Judge of the Circuit Court for Robert a Breading

Montgomery County, Maryland

# STATE OF MARYLAND, MONTGOMERY COUNTY, To-wit:

I hereby certify that the Honorable Robert A. Greenberg, whose signature is subscribed to the aforegoing certificate, was at the time of signing the same Presiding Judge of the Circuit Court for Montgomery County, Maryland, duly commissioned and qualified.

In Testimony Whereof I hereunto subscribe my name and affix the County, Maryland, this 20th day of March, Seal of the Circuit Court for Montgomery A.D., 2019.

A BENTHALL

Clerk of the Circuit Court for Montgomery County, Maryland

Page 16 of 17

Property of

(Name of

## IN THE CIRCUIT OF THE EIGHTH JUDIGIAL CIRCUIT IN AND FORE MONTGOMERY COUNTY MARYLAND

LAURA H.G. O SULLIVAN, ET AL, ALLEGED PLAINTIFFS/ DEBT COLLECTORS

**Plaintiffs** 

v

Debra Bonilla Mead

Alleged Defendant

- \* CASE NO: 451232V 2018
- \* JUDICIAL NOTICE PLACING INTO THE RECORD
- \* BONDED CERTIFICATE COPY OF LIVE BIRTH
- NEWLY DISCOVERED EVIDENCE
- \* JURY TRIAL DEMANDED ON All COUNTS AND
- \* All Claims of Relief in accordance with
- \* U.S. Code Title 28 ) Part V. Chapter 121
- \* Rule 39 (a) GUARANTEES TRIAL BY JURY
- \* Md. Rule-511 and 2-521
- \* Jury Trial Demanded But Denied By
- \* Judicial Officers Conspiring Against TITLE 16
- \* OF THE MARYLAND CODE committing treason
- \* against the Constitution and conspiracy to defraud
- \* alleged defendant under color of law

#### **CLOSING STATEMENT OF HEARING MARCH 27, 2019**

The minimum constitutional requirements for standing are: proof of injury in fact, causation, and redressability. *Valley Forge*, 454 U.S. at 472. In addition, "the plaintiff must be a proper proponent, and the action a proper vehicle, to vindicate the rights asserted." *Coyne*, 183 F. 3d at 494 (quoting *Pestrak v. Ohio Elections Comm'n*, 926 F. 2d 573, 576 (6th Cir. 1991)). To satisfy the requirements of Article III of the United States Constitution, the plaintiff must show he has *personally suffered some actual injury* as a result of the illegal conduct of the defendant. (Emphasis added). *Coyne*, 183 F. 3d at 494; *Valley Forge*, 454 U.S. at 472. None of this facts have occurred and/or been proven by the plaintiff.

On the contrary, the Defendant has been injured by the Plaintiff as result of filing a fraudulent and illegal foreclosure action:

Standing and Jurisdiction by the Plaintiffs' have not existed since the time the foreclosure complaint was filed.

The United States Constitution guarantees that the issue of standing may be raised at any time, even in appeal. (Article III of the U.S. Constitution) (Lacey v. BAC Home Loans Servicing, LP, 480 B.R. 13 (2012), United States Bankruptcy Court, D. Massachusetts, Bankruptcy No. 10-19903-JNF, Adversary No. 12-1249) (Ibanez, 458 Mass. At 651, 941 N.E.2d 40) (Bailey v. Wells Fargo Bank, NA (In re Bailey), 468 B.R. 464 (Bankr. D.Mass. 2012)) (Ball v. Bank of New York, No. 4:12-CV-0144-NKL, 2012 WL 6645695, at \*2 (W.D. Mo. Dec. 20, 2012) (Williams v. Kimes, 996 S.W.2d 43 (Mo. 1999)) Article III of the Constitution of the United States and the Supreme Court have established an irreducible minimum set of requirements for a party in a genuine dispute to establish Standing. Without which all courts in the land must acknowledge that the court has no jurisdiction to hear any merits of a case and must dismiss the subject action, in this case the void and fraudulent foreclosure of Defendants' property by the Alleged Substitute Trustee/Plaintiff. The U.S. Supreme Court has established a three-part test for standing. The "irreducible constitutional minimum of standing" requires the plaintiff to establish:

First ... an "injury in fact"—an invasion of a legally protected interest which is, (a) concrete and particularized, and (b) "actual or imminent," not "conjectural" or "hypothetical."

**Second**, there must be a causal connection between the injury and the conduct complained of—the injury has to be "fairly traceable to the challenged action of the foreclosing party and not ... the result of the independent action of some third party not before the court.

**Third**, it must be "likely," as opposed to merely "speculative," that the injury will be "redressed by a favorable decision". The Alleged Substitute Trustee/Plaintiff has only one possible injury it can claim. That the Alleged Substitute Trustee/Plaintiffs' esquires used its' own money to fund the closing of the loan, or used its' own money to purchase the alleged subject Promissory Note and did not get paid back from the defendant. . *Loren*, 2007 WL2726704 at \*7.

We want equal protection under the law and contract, and to have the alleged bank fulfill the contract or return the mortgage note. We want the judges, sheriffs, and lawmakers to uphold their oath of office and to honor and uphold the founding fathers U.S. Constitution.

1. Production of OATH'S OF FIDELITY

- 2. Provide the 1099 OID for the cases showing my Estate as the Recipient, the CUSIP, and Proceeds, Bill of Particular, and Cuspid #'s etc.
- 3. CREDIBILITY BWW Law Group, LLC has been involved in "foreclosure fraud and Robosigning" in the State of Maryland. Evidenced by the case ATTORNEY GRIEVANCE COMMISSION OF MARYLAND v. GEORGE JACOB GEESING, a Maryland attorney who "robosigned" a large number of documents in foreclosure filings posted on December 4, 2013 in THE COURT OF APPEALS OF MARYLAND Misc. Docket AG No.36 September Term, 2012. In this case GEORGE JACOB GEESING was charged with violating Maryland Lawyers' Rules of Professional Conduct ("MLRPC") 3.3 Candor Toward the Tribunal), 5.1 (Responsibilities of Partners, Managers, and Supervisory Lawyers), 5.3 (responsibilities Regarding Nonlawyer Assistance), and 8.4 (Misconduct). GEORGE JACOB GEESING is currently an attorney/Plaintiff in this illegal and fraudulent foreclosure case #389836V

**WHEREFORE**, Defendants respectfully move this Honorable Court to enter a judgment ordering the following remedies:

- 1. Deny ratification of alleged foreclosure sale.
- 2. Compel Plaintiff to produce all documents aforementioned in exhibits C & D
- 3. Vacate all matters ruled on without jurisdiction should Plaintiff fail to comply
- 4. Dismissal with Prejudice due to Plaintiff's lack of subject-matter-jurisdiction and standing should Plaintiff fail to comply.
- Enforce penalties on Plaintiffs' for fraud upon the Court/machinery and compensation to defendant for foreclosure fraud and injury caused to Defendant should Plaintiff fail to comply with this order.
- 6. Court recognize and acknowledge instituted orders and consent orders and Enforce penalties
  - a. USA v. DBNTC-Americas CFTC # 18-06 Order and Sanctions, 1/29/2018
  - b. SEC v. Deutsche Bank Securities, FDC Eastern New York, #17-cv-06909, 7/7/04
  - c. USA v. PAUL MANGIONE, FDC Eastern New York, #17-cv-5305, 9/11/17
  - d. USA et al. v. HSBC, FDC, District of Columbia, #16-0199, 2/5/16
  - e. OCC AA-EC2012 -261 Administrative Action v. HSBC Bank
  - f. State of NJ v. PHH, Consent Order, 12/4/2013
  - g. USC 12 Banks and Banking

- h. CFR 26
- i. Consent Judgement HSBC, Deutsche Bank, ServiceLink, et al, PHH, Criminal Indictment and Plea of Paul Mangione,
- j. Established Act 1 1783
  - i. US Constitutional Amendment #14 Due Process, 1868
  - ii. Financial Institution Reform Regulation and Enforcement Act 1989
  - iii. Racketeering Influenced Corrupt Organizations act 1979
  - iv. Fair Debt Collection Practices Act 2012
  - v. Real Estate Settlement Procedures Act-Truth and Lending Act/
  - vi. Regulation x 2015
- 7. Enforce penalties on Plaintiff for fraud upon the Court and compensation to defendant for foreclosure fraud and injury caused to Defendant should Plaintiff fail to comply with this order.
- 8. Any and all remedies appropriate, just, and necessary deemed by this Honorable Court.

Respectfully submitted March 27, 2019

All Rights Reserved, W/P

By: Debra Bould Mead

Debra Bonilla-Mead, et al, Sui Juris

#### CERTIFICATE OF SERVICE

I, Debra Bonilla-Mead, certify that I mailed a copy of CLOSING STATEMENT OF HEARING

March 27, 2019 to the bellow interested parties via USPS Certified Return Receipt first class mail, March 27,

2019

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By: Ditro Bmilla Mead

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#### After ongoing INVESTIGATIONS: Lender Processing Services (LPS) closed the offices of its subsidiary, Docx, LLC, in Alpharetta, Georgia

American Home Mortgage Servicing Deutsche Bank National Trust Company Docx, LLC Lender Processing Services

Action Date: April 13, 2010 Location: Jacksonville, FL

On April 12, 2010, Lender Processing Services closed the offices of its subsidiary, Docx, LLC, in Alpharetta, Georgia. That office was responsible for pumping out over a million mortgage assignments in the last two years so that banks could foreclose on residential real estate. The law firms handling the foreclosures were retained and largely controlled by Lender Processing Services. according to a Sanctions Order entered by U.S. Bankruptcy Judge Diane Weiss Sigmund (In re Niles C. Taylor, EDPA, Case 07-15385-sr, Doc. 193). Lender Processing Services, the largest "default management services company" in the country, has already made at least partial admissions that there were faults in the documents produced by the Docx office – although courts and homeowners were never notified. According to Lender Processing Services, over 50 major banks use their default management services. The banks that especially need the services provided by Lender Processing Services include Deutsche Bank, Citibank, Wells Fargo and U.S. Bank. acting as trustees for mortgage-backed securitized trusts. These trusts, in the rush to securitize mortgages and sell them to investors, often ignored the critical step of obtaining mortgage assignments from the original lenders to the securities companies to the trusts. Now, years later, when the companies "servicing" the trusts need to foreclose, they retain Lender Processing Services to draft the missing documents. The mortgage servicers, including American Home Mortgage Services, Saxon Mortgage Services, and American Servicing Company, never disclose that the trusts are missing essential documents - they just rely on Lender Processing Services to "fix" the problems. Although the Alpharetta office has been closed, Lender Processing Services continues to mass produce "replacement" assignments from its Jacksonville, Florida, and Dakota County, Minnesota offices. Law firms retained by Lender Processing Services also often use their own employees, posing as officer of Mortgage Electronic Registration Systems, to produce the needed Assignments. Since the vast majority of homeowners do not retain counsel in foreclosure proceedings, this flawed system has worked very effectively for the last few years, with courts all over the country rarely questioning why so many mortgage companies had officers in Alpharetta, Georgia, or why Trusts that closed in 2005 and 2006 were just obtaining Mortgage Assignments in 2009 and 2010. Most courts never even questioned why companies long-dissolved, such as Option One, could still be executing documents years after the dissolution. While the closing of the Alpharetta office may be a sign that these fraudulent activities will finally be exposed and addressed, for the time being, it is just a matter of an unsatisfactory end of one small facet of an enormous and far-reaching problem.

#### **Certificate of service**

I Debra Bonilla Mead certify that a true and correct copy of this AMENDED MOTION **DEFENDANT'S AMENDED MOTION TO CORRECT THE RECORD SUPPLEMENT THE RECORD AND NOTARIZED AFFIDAVIT OF TRUTH** was filed on the offices

Szymczyk, Esq. AIS #1906190102 of the Orlans PC 1602 Village Market Blvd SE Suite 310

Leesburg VA 20175 and Laura O'Sullivan et al of debt-collectors McCabe Weisberg and

Conway, 312 Marshall Avenue Ste 800, Laurel Md. 20702 by first-class USPS postage prepaid this <sup>21ST</sup> day of April 2022 purportedly the plaintiffs' attorney sent by

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