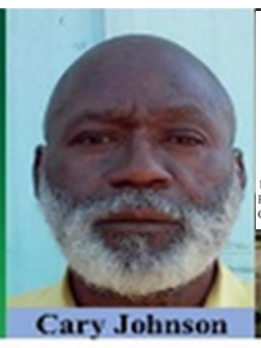
JUNE 29, 2018

GOOD-FAITH DEMAND FOR RETURN OF LAND(S) and PROPERTY(S) OBTAINED THROUGH FRAUD UPON THIS COURT and OTHER CRIMES, ETC. WITH PROPOSED ORDER

Planters Bank



NICK CRAWFORD
ATTORNEY AT LAW

CRAWFORD LAW FIRM

1041 W. ALEXANDER STREET
P.O. Box 1335
GREENVILLE, MS 38702-1335

PHONE: (662) 335-7547
FAX: (662) 335-7639
EMAIL: nick@nickcrawfordlaw.com

FORECLOSURE SCAMS

CERTIFICATE OF SERVICE

The undersigned hereby certify that due to the HOSTILITY and/or THREATS, etc. that have been leveled against the Utica International Embassy's Interim Prime Minister Vogel Denise Newsome during INVESTIGATIONS and/or "HAND DELIVERY" of Court Documents to save on costs and expenses that a true and correct copy of the forgoing pleading is being served via **EMAIL** and/or **FACSIMILE** to:

VIA EMAIL and/or FACSIMILE: (662) 335-7639
CRAWFORD LAW FIRM
c/o Nick Crawford, Esq. – nick@nickcrawfordlaw.com
1041 W Alexander Street
Greenville, Mississippi 38701

VIA EMAIL and/or FACSIMILE: (662) 378-4429
PLANTERS BANK & TRUST COMPANY
c/o Parker England – pengland@planters-bank.com
424 Washington Avenue
Greenville, Mississippi 38702

Dated this 29th day of **JUNE, 2018**.

Type	Sent	To	Length	Status
Fax	6/29/2018 11:23:38 PM	(662) 378-4429	25 Pages	Sent
Fax	6/29/2018 11:23:37 PM	(662) 335-7639	25 Pages	Sent
Fax	6/29/2018 10:55:32 PM	(662) 378-4429	16 Pages	Sent
Fax	6/29/2018 10:55:32 PM	(662) 335-7639	16 Pages	Sent

PROMISSORY NOTE

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
$70,192.72	04-25-2014	05-05-2019		CA	***	***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Borrower:

Lender: Planters Bank & Trust Company
Greenville Branch
424 Washington Ave.
Greenville, MS 38701

Principal Amount: $70,192.72 **Date of Note: April 25, 2014**

PROMISE TO PAY. ("Borrower") jointly and severally promise to pay to Planters Bank & Trust Company ("Lender"), or order, in lawful money of the United States of America, the principal amount of Seventy Thousand One Hundred Ninety-two & 72/100 Dollars ($70,192.72), together with interest on the unpaid principal balance from April 25, 2014, calculated as described in the "INTEREST CALCULATION METHOD" paragraph using an interest rate of 10.250%, until paid in full. The interest rate may change under the terms and conditions of the "INTEREST AFTER DEFAULT" section.

PAYMENT. Borrower will pay this loan in full immediately upon Lender's demand. If no demand is made, Borrower will pay this loan in 59 regular payments of $773.92 each and one irregular last payment estimated at $58,348.46. Borrower's first payment is due June 5, 2014, and all subsequent payments are due on the same day of each month after that. Borrower's final payment will be due on May 5, 2019, and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any late charges; and then to any unpaid collection

$773.92 x 59 = $45,661.28 + 58,348.46 = $104,009.74 - $70,192.72 = $33,817.02

MULTIPURPOSE NOTE AND SECURITY AGREEMENT

Borrower: "I", "Me" and "My" Means Each Borrower Below Jointly and Severally	Lender: "You" and "Your" Means The Lender, its Successors and Assigns
600 SOUTH BROADWAY GREENVILLE, MS 38701	Planters Bank & Trust Company P.O. Box 639 Greenville, MS 38701 (662)-335-5258

Officer No.	PENGLAND
Customer No.	
Loan No.	
Renewal of	
Loan Date	March 29, 2011
Maturity Date	October 02, 2011
Loan Amount	$94,563.00

NOTE: For value received, I promise to pay to you, or any other holder, at the address above, the principal sum of: Ninety Four Thousand Five Hundred Sixty Three and 00/100 Dollars ($ $94,563.00)
together with interest at the rate of interest as provided below.

6 MONTHS TO MATURITY OF LOAN OF $94,563.00

PLANTERS BANK AND TRUST CO
LOAN TRANSACTION HISTORY

Bank Number	570
Officer	PENGLAND
Application	Business Loan
Loan Number	0(

Loan Amount	$103,493.68
Current Balance	$0.00
Interest Rate	7.95000%
Contract Date	5/19/2011
Next Payment Due Date	6/10/2011
Maturity Date	11/15/2011

Effective Date	Posting Date	Transaction Amount	Transaction Code	Posting Description	Posting Amount
5/20/2011	5/23/2011	$0.00		BALANCE CHECK POINT RECORD Batch Sequence Number Interest Rate Loan Balance	 50050001000008 7.95000% $0.00
5/20/2011	5/23/2011	$102,937.68	TC 51	ADVANCE Batch Sequence Number Principal Amount Contains Partial Payment Loan Balance	 1101034000001 $103,096.68 N $103,096.68
5/20/2011	5/23/2011	$159.00	AC 96	OTHER CHARGE INCR Batch Sequence Number Loan Balance	 50050001000009 $103,096.68
5/20/2011	5/23/2011	$159.00	TC 36	OTHER CHARGE ADVANCE Batch Sequence Number Loan Balance	 50050001000010 $103,096.68
6/1/2011	5/31/2011	$0.00		BALANCE CHECK POINT RECORD Batch Sequence Number Interest Amount Due Interest Rate Loan Balance	 50050001001156 $273.21 7.95000% $103,096.68
6/27/2011	6/27/2011	$19.12	AC 58	LATE FEE ASSESSED INCREASE Batch Sequence Number Loan Balance	 50050001000027 $103,096.68
7/1/2011	6/30/2011	$0.00		BALANCE CHECK POINT RECORD Batch Sequence Number Interest Amount Due Interest Rate Loan Balance	 50050001001092 $956.22 7.95000% $103,096.68
7/25/2011	7/25/2011	$27.32	AC 58	LATE FEE ASSESSED INCREASE Batch Sequence Number Loan Balance	 50050001000029 $103,096.68

Effective Date	Posting Date	Transaction Amount	Transaction Code	Posting Description	Posting Amount
8/1/2011	7/29/2011	$0.00		BALANCE CHECK POINT RECORD Batch Sequence Number Interest Amount Due Interest Rate Loan Balance	 50050001001045 $1,662.00 7.95000% $103,096.68
8/19/2011	8/19/2011	$188.00	TC 60	AUGUST INS Batch Sequence Number Loan Balance	 1101040000055 $103,284.68
8/25/2011	8/25/2011	$28.23	AC 58	LATE FEE ASSESSED INCREASE Batch Sequence Number Loan Balance	 50050001000030 $103,284.68
9/1/2011	8/31/2011	$0.00		BALANCE CHECK POINT RECORD Batch Sequence Number Interest Amount Due Interest Rate Loan Balance	 50050001001042 $2,368.33 7.95000% $103,284.68
9/14/2011	9/14/2011	$103.00	TC 60	SEPT INS Batch Sequence Number Loan Balance	 1101024000053 $103,387.68
9/26/2011	9/26/2011	$28.26	AC 58	LATE FEE ASSESSED INCREASE Batch Sequence Number Loan Balance	 50050001000019 $103,387.68
10/1/2011	9/30/2011	$0.00		BALANCE CHECK POINT RECORD Batch Sequence Number Interest Amount Due Interest Rate Loan Balance	 50050001001069 $3,052.97 7.95000% $103,387.68
10/25/2011	10/25/2011	$27.39	AC 58	LATE FEE ASSESSED INCREASE Batch Sequence Number Loan Balance	 50050001000025 $103,387.68
11/1/2011	10/31/2011	$0.00		BALANCE CHECK POINT RECORD Batch Sequence Number Interest Amount Due Interest Rate Loan Balance	 50050001001038 $3,760.75 7.95000% $103,387.68
11/2/2011	11/2/2011	$106.00	TC 60	OCTOBER INSURANCE Batch Sequence Number Loan Balance	 1101044000048 $103,493.68
11/3/2011	11/8/2011	$103,493.68	TC 13	UNSCHEDULED PRINCIPAL PAYMENT Batch Sequence Number Loan Balance	 1101050000001 $0.00
11/9/2011	11/9/2011	$2,550.80	AC 4	INT TRSF TO 47(Batch Sequence Number Loan Balance	 1001997000001 $0.00
11/9/2011	11/9/2011	$1,255.63	AC 5	INTEREST NON-ACCRUAL DECREASE Batch Sequence Number Loan Balance	 1001997000002 $0.00
11/9/2011	11/9/2011	$130.32	AC 8	FEES TRSF TO 4700070165 Batch Sequence Number Loan Balance	 1001997000003 $0.00
11/10/2011	11/10/2011	$10.00	TC 42	PAYOFF Batch Sequence Number Interest Amount Payment Due Date Contains Partial Payment Loan Balance	 1101041000001 $10.00 6/10/2011 N $0.00

INTERESTS – LATE FEES – INSURANCE - - - - UNDERSTANDING THE SCAMS, etc.

IN THE CHANCERY COURT OF WASHINGTON COUNTY, MISSISSIPPI[1]

CASE NO. 20180460

TO: JUDGE OF COURT/HONORABLE MARIE WILSON

GOOD-FAITH DEMAND FOR RETURN OF LAND(S) and PROPERTY(S) OBTAINED THROUGH FRAUD UPON THIS COURT and OTHER CRIMES, ETC. WITH PROPOSED ORDER

COMES NOW, Ira B. Johnson ("IBJohnson") to submit this, her *"GOOD-FAITH DEMAND FOR RETURN OF LAND(S) and PROPERTY(S) OBTAINED THROUGH FRAUD UPON THIS COURT and OTHER CRIMES, ETC. WITH PROPOSED ORDER"* ("G-FDFROL&P") pursuant to the applicable Statutes/Laws governing said matters.

PLEASE TAKE NOTICE: That there is Record EVIDENCE to support that Planters Bank & Trust Company ("PB&TC"), its Legal Counsel Nick Crawford and/or Crawford Law Firm (collectively known as "NC&CLF") and those with whom they CONSPIRE **did KNOWINGLY** engage in the ILLEGAL/UNLAWFUL SEIZURE of Land(s) and Property(s) through FORECLOSURE SCAMS – i.e. specifically Land and Property described as follows, to wit:

> 21.21 acres in Lots 1 and 2, being the same as the NE ¼ of Section 24, Township 19, Range 9 West, bounded as follows: Beginning in the quarter section corner between sections 24 and 29 in said Township and Range, being 39.36 chains West of the corner common to Sections 24, 25, 28, and 29, in said Township and Range; thence from said point of beginning running South 10.18 chains; thence East 20.83 chains, thence North 10.18 chains; thence West 20.80 chains to the point of beginning.

[1] *Boldface, Caps, Small Caps, Italics, and Underline, etc. are used for EMPHASIS!*

IN THE CHANCERY COURT OF WASHINGTON COUNTY, MISSISSIPPI[1]

CASE NO. 20180460

TO: JUDGE OF COURT/HONORABLE MARIE WILSON

GOOD-FAITH DEMAND FOR RETURN OF LAND(S) and PROPERTY(S) OBTAINED THROUGH FRAUD UPON THIS COURT and OTHER CRIMES, ETC. WITH PROPOSED ORDER

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> 21.21 acres in Lots 1 and 2, being the same as the NE ¼ of Section 24, Township 19, Range 9 West, bounded as follows: Beginning in the quarter section corner between sections 24 and 29 in said Township and Range, being 39.36 chains West of the corner common to Sections 24, 25, 28, and 29, in said Township and Range; thence from said point of beginning running South 10.18 chains; thence East 20.83 chains, thence North 10.18 chains; thence West 20.80 chains to the point of beginning.

[1] *Boldface, Caps, Small Caps, Italics, and Underline, etc. are used for EMPHASIS!*

and **did KNOWINGLY** engage in **FRAUD UPON THIS COURT** and other Crimes in the filing of the ***"SUBSTITUTED TRUSTEE'S DEED"*** executed by Nick Crawford in the ***fulfillment of his ROLE(S)*** *in CONSPIRACIES* ***with*** Planters Bank & Trust Company and others with whom they CONSPIRE in such FORECLOSURE Scams. Said *"SUBSTITUTED TRUSTEE'S DEED"* has become a matter of PUBLIC Record and may be found in the Records of this Court – as of 08/10/2017 - at:

Book 201701 Page 3753
Deed
08/10/2017 01:01:28 PM
Washington County, MS
Marilyn Hansell, Chancery Clerk

In support of this instant filing, Ira B. Johnson hereby further states as follows:

(1) This G-FDFROL&P is submitted in good faith and is not submitted for purposes of delay, harassment, hindering proceedings, embarrassment, obstructing the administration of justice, vexatious litigation, increasing the cost of litigation, etc. and is filed to protect and preserve the rights of IBJohnson and *to see that the Record of this Court* ***is CORRECTED*** *and* ***reflects her as the TRUE Owner*** *of the referenced Land(s) and Property(s) in question in this instant Court matter!*

(2) It is her ***duty and obligation*** to NOTIFY this Court of the FRAUD being committed upon it and other UNLAWFUL and/or ILLEGAL acts being carried out by Planters Bank & Trust Company and/or its Officials/Employees and said Bank's Legal Counsel Nick Crawford and/or Lawyer(s) at the Crawford Law Firm and those with whom they are CONSPIRING to obtain the object of such conspiracies – i.e. Land(s) and Property(s) of Ira B. Johnson and others – through FORECLOSURE Scams.

(3) **Neither** Planters Bank & Trust Company NOR its Legal Counsel Nick Crawford/Crawford Law Firm *will be prejudice by this Court's shielding itself and Judicial Officers from JUDICIAL LIABILITY as well as from PROSECUTION for said crimes* that are being carried out and reported in this Court matter.

(4) The need to ***ENFORCE the standards*** of Judicial Conduct.

(5) The need ***to INQUIRE*** into Judicial LIABILITY and CONDUCT for the roles (if any) that this Court's Officers may be engaging in, *in efforts of* ***AIDING and ABETTING*** Planters Bank & Trust Company and its Legal Counsel Nick Crawford/Crawford Law Firm in such Foreclosure Scams to which IBJohnson has been injured/harmed and has had her Land(s) and Property(s) UNLAWFULLY and/or ILLEGALLY Seized and/or STOLEN, etc. from her through such scams.

(6) The need to **PROTECT the PUBLIC** from such FRAUDULENT acts and JUDICIAL MISCONDUCT, etc. that have been reported to this Court in the above referenced matter on June 22, 2018, that involve FRAUD, THEFT, EMBEZZLEMENT, etc. of and against IBJohnson.

(7) This is a matter of National/International Security as well as Homeland Security and presents **a HIGH and EMINENT THREAT to** not only IBJohnson but **the PUBLIC-AT-LARGE** because without intervention through the applicable Lawful/Legal Agencies, the laws are clear, that Planters Bank & Trust Company and its Legal Counsel Nick Crawford/Cawford Law Firm **WILL** **continue** on their *PATH of CRIMINALITY/LAW-BREAKING, CORRUPTION, MISCONDUCT, etc.!*

> *U.S. v. Jimenez Recio,* 123 S.Ct. 819 (2003) - Essence of a conspiracy is an agreement to commit an unlawful act.
>
> Agreement to commit an unlawful act, which constitutes the essence of a conspiracy, *is a* ***distinct evil*** that may exist and be punished whether or not the substantive crime ensues. *Id.*
>
> Conspiracy ***poses a threat to the public*** over and above the threat of the commission of the relevant substantive crime, both because *the combination in crime* ***makes more likely*** *the commission* ***of other*** *crimes* and because it **decreases the probability** that *the individuals involved* ***will depart from their path of criminality***. *Id.*

(8) The expenditure of approximately **$148.00** *to just NOTIFY this Court* of the FRAUDULENT acts and other unlawful/illegal practices being committed upon it by Planters Bank & Trust Company and its Legal Counsel Nick Crawford/Crawford Law Firm and those with whom they CONSPIRE to carry out such Foreclosure Scams and other Criminal/Civil violations. IBJohnson, as a matter of Statutes/Laws governing said matters, **has *the Right to have this matter heard and issues resolved without unnecessary costs and/or delays*!** The Judge(s) of this Court – pursuant to the Mississippi Code of Judicial Conduct CANON

3 (B)(8) – *is to monitor and supervise cases as to reduce and eliminate dilatory practices, avoidable delays and unnecessary costs!*

Without this Court's intervention in the IMMEDIATE correction of said wrongs that have been and CONTINUE to be carried out against IBJohnson and others, Planters Bank & Trust Company and/or its Legal Counsel Nick Crawford/Crawford Law Firm **WILL NOT** and **CANNOT** be trusted to resolve such issues in *good faith* and have become VERY HOSTILE and rendered THREATS towards those (as the Utica International Embassy and/or its Representatives) who assist Ira B. Johnson her husband (Cary Cornelius Johnson) and others in such Foreclosure Scams!

Please **see MISSISSIPPI CODE OF JUDICIAL CONDUCT - CANON 3 (B)(8)** – which is incorporated by reference as if set forth in full herein.

(8) A judge shall dispose of all judicial matters promptly, efficiently and fairly.

Commentary

In disposing of matters promptly, efficiently and fairly, a judge must demonstrate due regard for the rights of the parties to be heard and to have issues resolved without unnecessary cost or delay. Containing costs while preserving fundamental rights of parties also protects the interests of witnesses and the general public. A judge should monitor and supervise cases so as to reduce or eliminate dilatory practices, avoidable delays and unnecessary costs. A judge should encourage and seek to facilitate settlement, but parties should not feel coerced into surrendering the right to have their controversy resolved by the courts.

Prompt disposition of the court's business requires a judge to devote adequate time to judicial duties, to be punctual in attending court and expeditious in determining matters under submission, and to insist that court officials, litigants and their lawyers cooperate with the judge to that end.

(9) In accordance with **MISSISSIPPI CODE OF JUDICIAL CONDUCT - CANON 3 (D)(2)** – Ira B. Johnson through this instant filing as well as her 06/22/18 filing with this Court, etc. believes that the information provided supports, *"A judge who receives information indicating a substantial likelihood that a lawyer has committed violation of the Rules of Professional Conduct"* and, therefore, this Court's Judge(s) *"should take appropriate action"* and that there is **SUFFICIENT *EVIDENCE*** to

support Judge's KNOWLEDGE that a Lawyer (Nick Crawford) **HAS COMMITTED** and **CONTINUES** to commit violation(s) of the *Rules of Professional Conduct that* ***raises a substantial question*** *as to the Lawyer's* ***HONESTY, TRUSTWORTHINESS*** *or* ***FITNESS as a Lawyer*** and in other respects ***"shall inform the appropriate authority."***

Please **see MISSISSIPPI CODE OF JUDICIAL CONDUCT - CANON 3 (D)(2)** – which is incorporated by reference as if set forth in full herein.

D. Disciplinary Responsibilities.

(1) A judge who receives information indicating a substantial likelihood that another judge has committed a violation of this Code should take appropriate action. A judge having knowledge that another judge has committed a violation of this Code that raises a substantial question as to the other judge's fitness for office shall inform the appropriate authority.

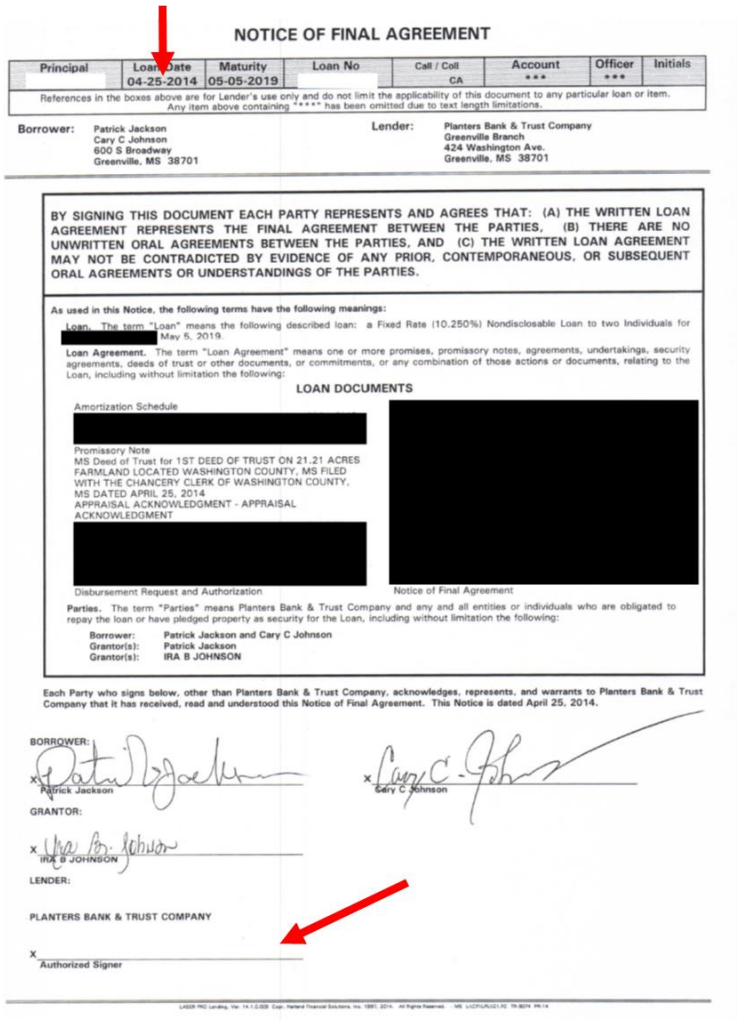
(2) A judge who receives information indicating a substantial likelihood that a lawyer has committed a violation of the Rules of Professional Conduct should take appropriate action. A judge having knowledge that a lawyer has committed a violation of the Rules of Professional Conduct that raises a substantial question as to the lawyer's honesty, trustworthiness or fitness as a lawyer in other respects shall inform the appropriate authority.

Therefore, it is the duty of the Judge of this Court to INFORM the APPROPRIATE AUTHORITY of PB&TC's Legal Counsel Nick Crawford's violation(s) pursuant to the Rules of Professional Conduct and other Laws!

Ira B. Johnson further states that the following are **UNDISPUTED FACTS** to support the RELIEF demanded in this instant filing:

(10) There **is NO** and **NEVER** was any binding Contract/Agreement executed between IBJohnson and Planters Bank & Trust Company upon which said Bank's Officers and/or Legal Counsel Nick Crawford/Crawford Law Firm can assert resulted in any allege indebtedness that may be claimed to COVER-UP the Criminal/Civil wrongs. Neither can Planters Bank & Trust Company assert that there is and/or was a binding "NOTICE OF FINAL AGREEMENT" with IBJohnson and/or Cary C Johnson, Patrick Jackson; because there is no such binding Agreement. According to documentation obtained from Planters Bank & Trust Company, a NOTICE OF FINAL AGREEMENT was provided which states in part:

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE **NO UNWRITTEN <u>ORAL</u>** AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OR ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT **<u>ORAL</u> AGREEMENTS** OR UNDERSTANDINGS OF THE PARTIES.



NOTICE OF FINAL AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
	04-25-2014	05-05-2019		CA	***	***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Borrower: Patrick Jackson
Cary C Johnson
600 S Broadway
Greenville, MS 38701

Lender: Planters Bank & Trust Company
Greenville Branch
424 Washington Ave.
Greenville, MS 38701

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

Loan. The term "Loan" means the following described loan: a Fixed Rate (10.250%) Nondisclosable Loan to two Individuals for [redacted] May 5, 2019.

Loan Agreement. The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

LOAN DOCUMENTS

Amortization Schedule
[redacted]
Promissory Note
MS Deed of Trust for 1ST DEED OF TRUST ON 21.21 ACRES FARMLAND LOCATED WASHINGTON COUNTY, MS FILED WITH THE CHANCERY CLERK OF WASHINGTON COUNTY, MS DATED APRIL 25, 2014
APPRAISAL ACKNOWLEDGMENT - APPRAISAL ACKNOWLEDGMENT
[redacted]
Disbursement Request and Authorization
[redacted]
Notice of Final Agreement

Parties. The term "Parties" means Planters Bank & Trust Company and any and all entities or individuals who are obligated to repay the loan or have pledged property as security for the Loan, including without limitation the following:

Borrower: Patrick Jackson and Cary C Johnson
Grantor(s): Patrick Jackson
Grantor(s): IRA B JOHNSON

Each Party who signs below, other than Planters Bank & Trust Company, acknowledges, represents, and warrants to Planters Bank & Trust Company that it has received, read and understood this Notice of Final Agreement. This Notice is dated April 25, 2014.

BORROWER:
x Patrick Jackson
x Cary C Johnson

GRANTOR:
x IRA B JOHNSON

LENDER:

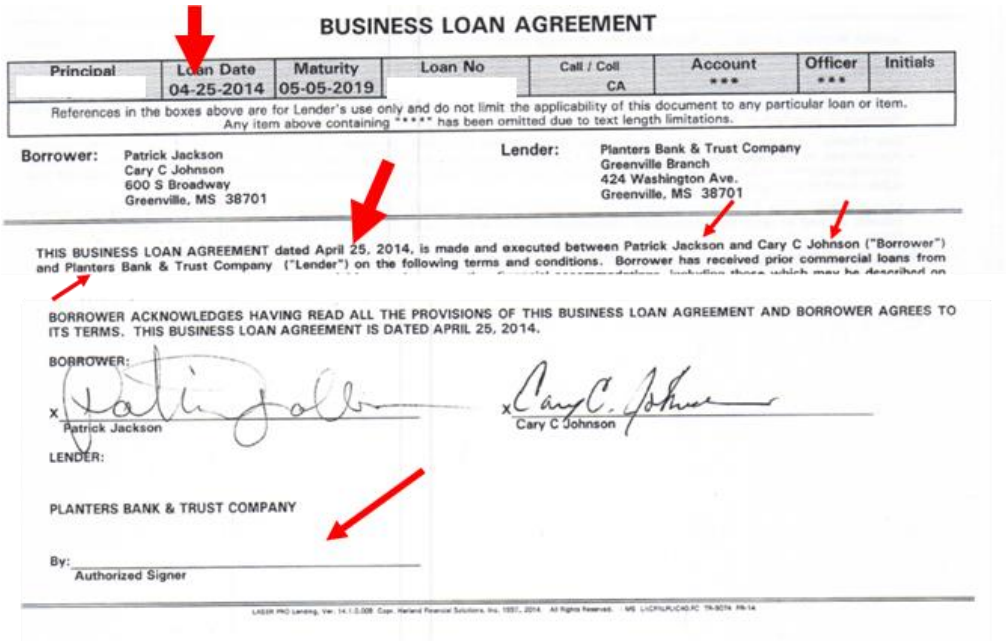
PLANTERS BANK & TRUST COMPANY

x Authorized Signer

Each Party **<u>who signs</u>** below, **other than Planters Bank & Trust Company**, acknowledges, represents, and warrants to Planters Bank & Trust Company that it has received, read and understood this Notice of Final Agreement. This Notice is dated April 25, 2014.

IMPORTANT TO NOTE: According to the "NOTICE OF FINAL AGREEMENT," **each party** was to SIGN; however, Planters Bank & Trust Company's **"Authorized Signer" NEVER** executed said Agreement. The "***other than Planters Bank & Trust Company***," clearly represents that a **SIGNATURE is** required; however, **was NOT** provided to PB&TC's ***detriment*!** Furthermore, does **NOT** mean that the "Authorized Signer" was NOT to sign the Agreement. In fact, the Authorized Signers SIGNATURE is **mandatorily** required and Planters Bank & Trust Company **cannot** assert an alleged ORAL Agreement *to sustain its* ***FAILURE to EXECUTE*** the "NOTICE OF FINAL AGREEMENT!"

(11) There **is NO** and **NEVER** was any binding "BUSINESS LOAN AGREEMENT" executed on 04-25-2014, between Patrick Jackson and Cary C Johnson and Planters Bank & Trust Company for which said Bank can assert Ira B. Johnson's Land and Property may be used as SECURITY, COLLATERAL, etc. *in lieu of payment of a debt and/or loan*. Planters Bank & Trust Company's "Authorized Signer" **NEVER** executed the "BUSINESS LOAN AGREEMENT" under which said Bank and its Legal Counsel Nick Crawford/Crawford Law Firm may attempt to assert an indebtedness, etc. in efforts of COVERING UP the CRIMINAL/CIVIL violations to which Ira B. Johnson have been and continues to be subjected to in the UNLAWFUL and/or ILLEGAL seizure and THEFT, etc. of her Land(s) and Property(s)



BUSINESS LOAN AGREEMENT

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
	04-25-2014	05-05-2019		CA	***	***	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item.
Any item above containing "***" has been omitted due to text length limitations.

Borrower: Patrick Jackson
Cary C Johnson
600 S Broadway
Greenville, MS 38701

Lender: Planters Bank & Trust Company
Greenville Branch
424 Washington Ave.
Greenville, MS 38701

THIS BUSINESS LOAN AGREEMENT dated April 25, 2014, is made and executed between Patrick Jackson and Cary C Johnson ("Borrower") and Planters Bank & Trust Company ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED APRIL 25, 2014.

BORROWER:

x Patrick Jackson

x Cary C Johnson

LENDER:

PLANTERS BANK & TRUST COMPANY

By: Authorized Signer

i.e. specifically Land and Property described as follows, to wit:

> 21.21 acres in Lots 1 and 2, being the same as the NE ¼ of Section 24, Township 19, Range 9 West, bounded as follows: Beginning in the quarter section corner between sections 24 and 29 in said Township and Range, being 39.36 chains West of the corner common to Sections 24, 25, 28, and 29, in said Township and Range; thence from said point of beginning running South 10.18 chains; thence East 20.83 chains, thence North 10.18 chains; thence West 20.80 chains to the point of beginning.

(12) There is a **WELL-ESTABLISHED Track Record** of such Foreclosure Scams not only in this Court but in the Records of Planters Bank & Trust Company and its Legal Counsel Nick Crawford/Crawford Law Firm to support that said Legal Counsel and/or Lawyer Nick Crawford:

(a) **Did KNOWINGLY** counsel PB&TC to ENGAGE, or **ASSISTED** PB&TC, in **CONDUCT** that **is KNOWN** to be Criminal and Fraudulent; and

(b) KNEW that PB&TC EXPECTED as well as RETAINED his Legal Services for purposes of carrying out Criminal and Fraudulent activities **NOT** permitted by the Rules of Professional Conduct or OTHER Law. Moreover, Nick Crawford/Crawford Law Firm CONSULTED with PT&TC on such Foreclosure Scams and received MONIES and/or ***substantial*** PAYMENTS for the Roles played in such Foreclosure Scams, etc.

Thus, unlawful practices **that are** in violation of the **MISSISSIPPI RULES OF PROFESSIONAL CONDUCT – Rule 1.2** – which states in part and is incorporated by reference as if set forth in full herein:

> (d) A lawyer shall NOT counsel a client to ENGAGE, or ASSIST a client, in CONDUCT that a lawyer KNOWS IS CRIMINAL and FRAUDULENT. . .
>
> (e) WHEN a lawyer KNOWS that a client EXPECTS assistance NOT PERMITTED by the Rules of Professional Conduct or OTHER law, the lawyer shall CONSULT with the client regarding the relevant limitations on the lawyer's conduct.

CLIENT-LAWYER RELATIONSHIP

Rule 1.1 Competence

A lawyer shall provide competent representation to a client. Competent representation requires the legal knowledge, skill, thoroughness and preparation reasonably necessary for the representation.

[Comment][Narrative]

Rule 1.2 Scope of Representation

(a) A lawyer shall abide by a client's decisions concerning the objectives of representation, subject to paragraphs (c), (d) and (e), and shall consult with the client as to the means by which they are to be pursued. A lawyer shall abide by a client's decision whether to accept an offer of settlement of a matter. In a criminal case, a lawyer shall abide by the client's decision, after consultation with the lawyer, as to a plea to be entered, whether to waive jury trial and whether the client will testify.

(b) A lawyer's representation of a client, including representation by appointment, does not constitute an endorsement of the client's political, economic, social or moral views or activities.

(c) A lawyer may limit the objectives of the representation if the client consents after consultation.

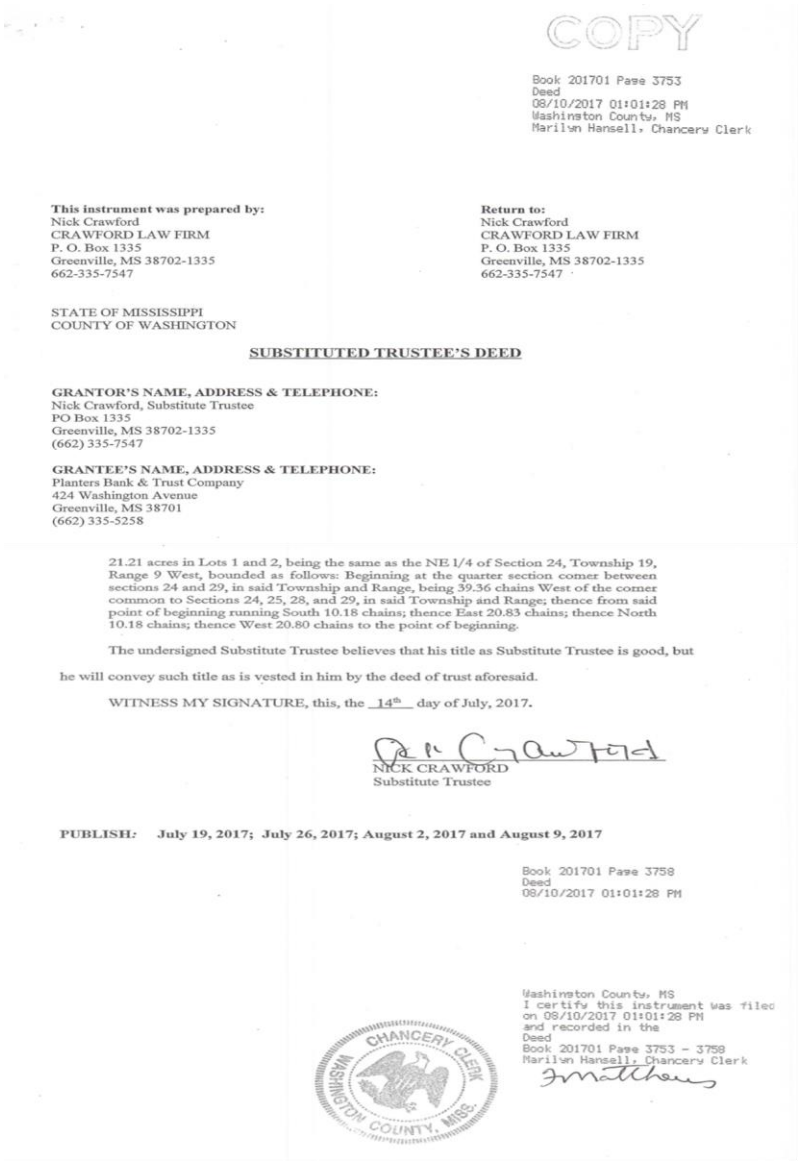
(d) A lawyer shall not counsel a client to engage, or assist a client, in conduct that a lawyer knows is criminal or fraudulent, but a lawyer may discuss the legal consequences of any proposed course of conduct with a client and may counsel or assist a client to make a good faith effort to determine the validity, scope, meaning or application of the law.

(e) When a lawyer knows that a client expects assistance not permitted by the Rules of Professional Conduct or other law, the lawyer shall consult with the client regarding the relevant limitations on the lawyer's conduct.

[Comment][Narrative]

In SUPPORT of such WILLFUL and KNOWING participation of the Crimes and FRAUD COMMITTED UPON this Court, Ira B. Johnson incorporates by reference the "SUBSTITUTED TRUSTEE'S DEED" that is recorded in the Record of this Court – as of 08/10/17 - at:

Book 201701 Page 3753
Deed
08/10/2017 01:01:28 PM
Washington County, MS
Marilyn Hansell, Chancery Clerk



COPY

Book 201701 Page 3753
Deed
08/10/2017 01:01:28 PM
Washington County, MS
Marilyn Hansell, Chancery Clerk

This instrument was prepared by:
Nick Crawford
CRAWFORD LAW FIRM
P. O. Box 1335
Greenville, MS 38702-1335
662-335-7547

Return to:
Nick Crawford
CRAWFORD LAW FIRM
P. O. Box 1335
Greenville, MS 38702-1335
662-335-7547

STATE OF MISSISSIPPI
COUNTY OF WASHINGTON

SUBSTITUTED TRUSTEE'S DEED

GRANTOR'S NAME, ADDRESS & TELEPHONE:
Nick Crawford, Substitute Trustee
PO Box 1335
Greenville, MS 38702-1335
(662) 335-7547

GRANTEE'S NAME, ADDRESS & TELEPHONE:
Planters Bank & Trust Company
424 Washington Avenue
Greenville, MS 38701
(662) 335-5258

21.21 acres in Lots 1 and 2, being the same as the NE 1/4 of Section 24, Township 19, Range 9 West, bounded as follows: Beginning at the quarter section corner between sections 24 and 29, in said Township and Range, being 39.36 chains West of the corner common to Sections 24, 25, 28, and 29, in said Township and Range; thence from said point of beginning running South 10.18 chains; thence East 20.83 chains; thence North 10.18 chains; thence West 20.80 chains to the point of beginning.

The undersigned Substitute Trustee believes that his title as Substitute Trustee is good, but he will convey such title as is vested in him by the deed of trust aforesaid.

WITNESS MY SIGNATURE, this, the 14th day of July, 2017.

NICK CRAWFORD
Substitute Trustee

PUBLISH: July 19, 2017; July 26, 2017; August 2, 2017 and August 9, 2017

Book 201701 Page 3758
Deed
08/10/2017 01:01:28 PM

Washington County, MS
I certify this instrument was filed on 08/10/2017 01:01:28 PM and recorded in the Deed
Book 201701 Page 3753 - 3758
Marilyn Hansell, Chancery Clerk

CHANCERY CLERK WASHINGTON COUNTY, MISS.

(13) The Foreclosure Scams of Planters Bank & Trust Company and its Legal Counsel Nick Crawford/Crawford Law Firm and their CO-Conspirators appears to be WORSE than "Operation Greylord" conducted by the FBI and others. ***Operation KKKlan Bankers/Lawyers' Foreclosure Scams*** involves other Crimes to COVER-UP the **ELABORATE "Foreclosure Scams"** being conducted and run within the United States of America in the State of Mississippi – Washington County! An excerpt of Operation Greylord may be found (as of 06/29/18) at the following LINK: https://en.wikipedia.org/wiki/Operation_Greylord

Operation Greylord was an investigation conducted jointly by the Federal Bureau of Investigation, the IRS Criminal Investigation Division, the U.S. Postal Inspection Service, the Chicago Police Department Internal Affairs Division and the Illinois State Police into corruption in the judiciary of Cook County, Illinois (the Chicago jurisdiction). The FBI named the investigation "Operation Greylord" after a local racehorse.

Indictment and trial
The first defendant to be found guilty was Harold Conn, Deputy Traffic Court Clerk in the Cook County judicial system. Conn was convicted in March 1984 and was one of the many bagmen in the ring of corruption. The last conviction was that of Judge Thomas J. Maloney, who was indicted in 1991 on bribery charges and convicted in April 1993 of fixing three murder cases for more than $100,000 in bribes. Maloney was released from federal prison in 2008, and died the same year.

A total of 93 people were indicted, including **17 judges, 48 lawyers**, **ten deputy sheriffs, eight policemen, eight court officials,** and state legislator James DeLeo. **Of the 17 judges indicted, 15 were convicted.** One judge, Richard LeFevour, was convicted on 59 counts of mail fraud, racketeering and income-tax violations, and later sentenced to 12 years in prison, as well as being disbarred. The stiffest sentence was received by former Circuit Judge Reginald Holzer, who received an 18-year sentence for accepting over $200,000 in bribes from multiple attorneys. Three defendants committed suicide, including former Circuit Judge Allen Rosin.

Moreover, a copy of the Wikipedia information regarding "Operation Greylord," is attached as **EXHIBIT "1"** and incorporated by reference as if set forth in full herein.

(14) As this Court and its Officers may know, "*The Mississippi Commission of Judicial Performance (Commission) was created in 1979 by the Mississippi Legislature and the voters of the State of Mississippi by constitutional amendment. It was created for the following purpose:*

- *To enforce the standards of judicial conduct,*
- *To inquire into judicial liability and conduct,*
- *To protect the public from judicial misconduct and disabled judges, and*
- *To protect the judiciary from unfounded allegations.*

As of 06/28/18 see at:
http://www.judicialperformance.ms.gov/Pages/Home.aspx

(15) One may ask:

(1) "**What is the purpose of the Mississippi Commission on Judicial Performance?** The Commission was created in 1979 by the Mississippi Legislature and the voters of the State of Mississippi by constitutional amendment for the following purposes: to enforce the standards of judicial conduct . . . to **protect the public** from judicial misconduct . . . and to protect the judiciary. . .

(2) **What are the duties and responsibilities of the Commission?** To receive, investigate and process allegations of judicial misconduct . . . and where appropriate, recommend judicial discipline . . ..

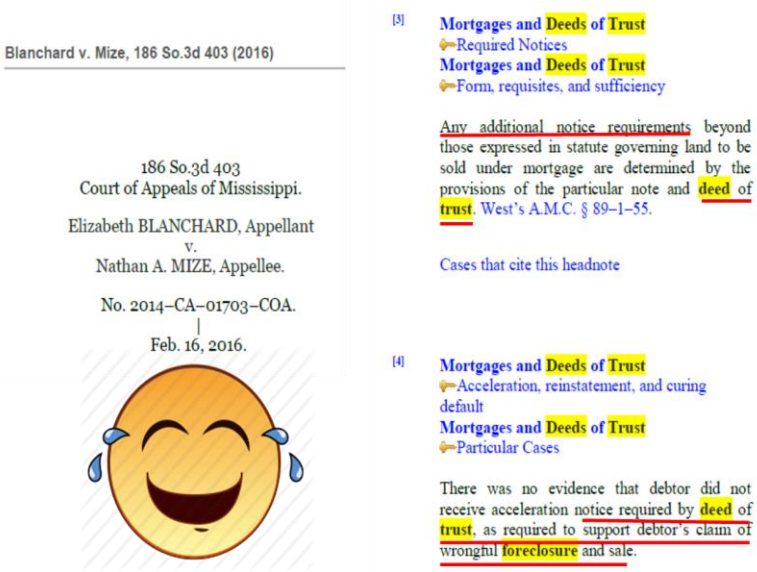
(3) **Who does the Commission have authority over? Anyone,** whether or not a lawyer, who is **an officer of a judicial system** and **who performs** judicial functions. ..

As of 06/28/18: http://www.judicialperformance.ms.gov/Pages/FAQs.aspx

(16) In further support of this instant G-FDFROL&P, Ira B. Johnson incorporates by reference as if set forth in full herein her 06/22/18, filing with this Court entitled, "**NOTICE OF FRAUD UPON THE COURT and OTHER CRIMINAL ACTS BY PLANTERS BANK & TRUST COMPANY, NICK CRAWFORD/CRAWFORD LAW FIRM and THOSE WITH WHOM THEY CONSPIRE IN THE ILLEGAL/UNLAWFUL SEIZURE OF PROPERTY/LAND THROUGH FORECLOSURE SCAMS, etc.; DEMAND FOR 'IMMEDIATE' RETURN OF PROPERTY(S)/LAND(S) TO IRA B. JOHNSON"**

(17) There **IS EVIDENCE** to support that the LAW requires NOTIFICATION pursuant the TERMS set forth in the **"DEED OF TRUST;"** nevertheless, PB&TC and NC&CLF **did KNOWINGLY** engage in FRAUDULENT and CRIMINAL acts through illegal and/or UNLAWFUL FORECLOSURE Scams for purposes of obtaining the Land/Territory belonging to Ira B. Johnson.

> "Any additional notice requirements beyond those expressed in section 89–1–55 are determined by the provisions of the particular note and **deed** of **trust**." – *Blanchard vs. Mize*, 186 So.3d 403 (2016)



Blanchard v. Mize, 186 So.3d 403 (2016)

186 So.3d 403
Court of Appeals of Mississippi.

Elizabeth BLANCHARD, Appellant
v.
Nathan A. MIZE, Appellee.

No. 2014–CA–01703–COA.
|
Feb. 16, 2016.

[3] Mortgages and Deeds of Trust
Required Notices
Mortgages and Deeds of Trust
Form, requisites, and sufficiency

Any additional notice requirements beyond those expressed in statute governing land to be sold under mortgage are determined by the provisions of the particular note and deed of trust. West's A.M.C. § 89–1–55.

Cases that cite this headnote

[4] Mortgages and Deeds of Trust
Acceleration, reinstatement, and curing default
Mortgages and Deeds of Trust
Particular Cases

There was no evidence that debtor did not receive acceleration notice required by deed of trust, as required to support debtor's claim of wrongful foreclosure and sale.

See **EXHIBIT "2"** attached hereto and incorporated by reference as if set forth in full herein.

For instance in the **"DEED OF TRUST"** for the Strawman IRA B JOHNSON the IMPORTANT FACTS to note are:

i) Use of **a STRAWMAN** (ALL Caps "IRA B JOHNSON"); however, ***Lower Case letters*** are used for the Lender/Beneficiary and Trustee).

ii) "REASONABLE NOTICE" requirement of at least ten (10) days **was NOT** given – i.e. NEITHER were any Notices served on Ira B. Johnson in compliance with the "DEED OF TRUST!"

iii) **"NOTICE OF SALE"** was **NOT** *given in WRITING*, etc. and **was NOT** DELIVERED in compliance with the "Deed of Trust" – i.e. for instance ". . .deposited in the United States mail, as FIRST class, **CERTIFIED** or **REGISTERED** mail postage prepaid" and DIRECTED to the addresses shown NEAR the BEGINNING of the Deed of Trust, etc..

WHEN RECORDED MAIL TO: Planters Bank & Trust Company, Greenville Branch, 424 Washington Ave., Greenville, MS 38701, Tel. (662) 335-5258

This Deed of Trust prepared by: PARKER ENGLAND, Planters Bank & Trust Company, 424 Washington Ave., Greenville, MS 38701, (662) 335-5258

INDEXING INSTRUCTIONS: 21.21 ACRES IN LOTS 1 AND 2, BEING THE SAME AS THE NE 1/4 OF SECTION 24, TOWNSHIP 19, RANGE 9 WEST, WASHINGTON COUNTY, MISSISSIPPI.

FOR RECORDER'S USE ONLY

DEED OF TRUST

GRANTOR: IRA B JOHNSON, 2630 WILLOW DR, GREENVILLE, MS 38703, Tel. (662) 379-7384

LENDER / BENEFICIARY: Planters Bank & Trust Company, Greenville Branch, 424 Washington Ave., Greenville, MS 38701, Tel. (662) 335-5258

TRUSTEE: Harold H Mitchell Jr, 923 Washington Ave, Greenville, MS 38701, Tel. (662) 335-6011

THIS DEED OF TRUST is dated April 25, 2011, among IRA B JOHNSON, whose address is 2630 WILLOW DR, GREENVILLE, MS 38703 ("Grantor"); Planters Bank & Trust Company (referred to below sometimes as "Lender" and sometimes as "Beneficiary"); and Harold H Mitchell Jr (referred to below as "Trustee").

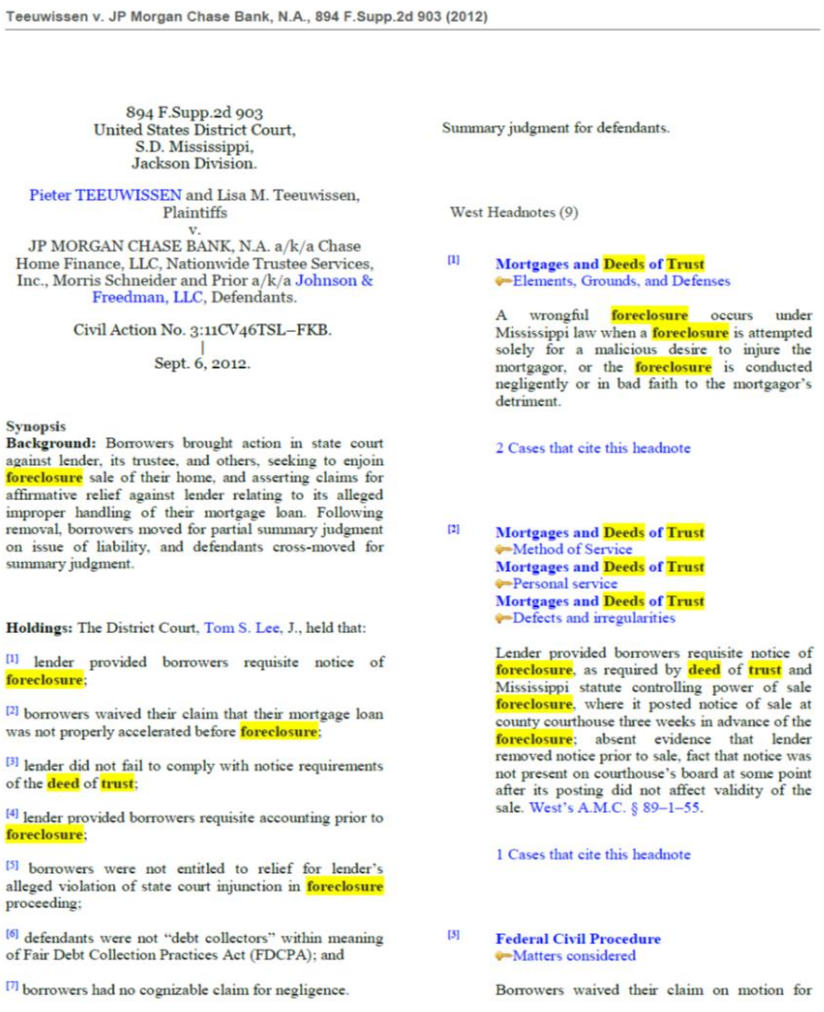
At Page 7

Notice of Sale. Lender shall give Grantor reasonable notice of the time and place of any public sale of the Personal Property or of the time after which any private sale or other intended disposition of the Personal Property is to be made. Reasonable notice shall mean notice given at least ten (10) days before the time of the sale or disposition. Any sale of the Personal Property may be made in conjunction with any sale of the Real Property.

At Page 8

NOTICES. Any notice required to be given under this Deed of Trust, including without limitation any notice of default and any notice of sale shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Deed of Trust. All copies of notices of foreclosure from the holder of any lien which has priority over this Deed of Trust shall be sent to Lender's address, as shown near the beginning of this Deed of Trust. Any party may change its address for notices under this Deed of Trust by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantor agrees to keep Lender informed at all times of Grantor's current address. Unless otherwise provided or required by law, if there is more than one Grantor, any notice given by Lender to any Grantor is deemed to be notice given to all Grantors.

(18) The UNLAWFUL and/or WRONGFUL Foreclosure carried out by PB&TC and NC&CLF *were done with MALICIOUS actions to injure Ira B. Johnson*! Moreover, said foreclosure was conducted **NEGLIGENTLY, FRAUDULENTLY, in BAD FAITH, etc. to Grantor's (Ira B. Johnson) DETRIMENT!** *Teeuwissen*, 2011 WL 5593164, at *4 (citing *West v. Nationwide Trustee Servs., Inc.*, No. 1:09CV295LG–RHW, 2009 WL 4738171, *3 (S.D.Miss. Dec. 4, 2009)).



Teeuwissen v. JP Morgan Chase Bank, N.A., 894 F.Supp.2d 903 (2012)

894 F.Supp.2d 903
United States District Court,
S.D. Mississippi,
Jackson Division.

Pieter TEEUWISSEN and Lisa M. Teeuwissen, Plaintiffs
v.
JP MORGAN CHASE BANK, N.A. a/k/a Chase Home Finance, LLC, Nationwide Trustee Services, Inc., Morris Schneider and Prior a/k/a Johnson & Freedman, LLC, Defendants.

Civil Action No. 3:11CV46TSL–FKB.
|
Sept. 6, 2012.

Synopsis
Background: Borrowers brought action in state court against lender, its trustee, and others, seeking to enjoin foreclosure sale of their home, and asserting claims for affirmative relief against lender relating to its alleged improper handling of their mortgage loan. Following removal, borrowers moved for partial summary judgment on issue of liability, and defendants cross-moved for summary judgment.

Holdings: The District Court, Tom S. Lee, J., held that:

[1] lender provided borrowers requisite notice of foreclosure;

[2] borrowers waived their claim that their mortgage loan was not properly accelerated before foreclosure;

[3] lender did not fail to comply with notice requirements of the deed of trust;

[4] lender provided borrowers requisite accounting prior to foreclosure;

[5] borrowers were not entitled to relief for lender's alleged violation of state court injunction in foreclosure proceeding;

[6] defendants were not "debt collectors" within meaning of Fair Debt Collection Practices Act (FDCPA); and

[7] borrowers had no cognizable claim for negligence.

Summary judgment for defendants.

West Headnotes (9)

[1] Mortgages and Deeds of Trust
Elements, Grounds, and Defenses

A wrongful foreclosure occurs under Mississippi law when a foreclosure is attempted solely for a malicious desire to injure the mortgagor, or the foreclosure is conducted negligently or in bad faith to the mortgagor's detriment.

2 Cases that cite this headnote

[2] Mortgages and Deeds of Trust
Method of Service
Mortgages and Deeds of Trust
Personal service
Mortgages and Deeds of Trust
Defects and irregularities

Lender provided borrowers requisite notice of foreclosure, as required by deed of trust and Mississippi statute controlling power of sale foreclosure, where it posted notice of sale at county courthouse three weeks in advance of the foreclosure; absent evidence that lender removed notice prior to sale, fact that notice was not present on courthouse's board at some point after its posting did not affect validity of the sale. West's A.M.C. § 89–1–55.

1 Cases that cite this headnote

[3] Federal Civil Procedure
Matters considered

Borrowers waived their claim on motion for

See **EXHIBIT "3"** incorporated by reference as if set forth in full herein.

PLEASE TAKE NOTICE: Ira B. Johnson seeks an answer from this Court as to whether said Court ***required PROOF of the MANDATORY Notification*** Requirements being met **PRIOR** to any such PUBLISHINGS and/or POSTINGS? Moreover, PRIOR to recording in the Records of this Court the 08/10/17, "SUBSTITUTED TRUSTEE'S DEED" which FALSELY represents to the Public

that Planters Bank & Trust Company is the owner of Land(s) and Property(s) – which PB&TC **is <u>NOT</u>** the Legal/Lawful Owner!

WHEREFORE, PREMISES CONSIDERED, the RELIEF that Ira B. Johnson is demanding through this instant filing is:

(A) The **IMMEDIATE return** of her Land(s) and Property(s) situated at:

> 21.21 acres in Lots 1 and 2, being the same as the NE ¼ of Section 24, Township 19, Range 9 West, bounded as follows: Beginning in the quarter section corner between sections 24 and 29 in said Township and Range, being 39.36 chains West of the corner common to Sections 24, 25, 28, and 29, in said Township and Range; thence from said point of beginning running South 10.18 chains; thence East 20.83 chains, thence North 10.18 chains; thence West 20.80 chains to the point of beginning.

which **is FALSELY** being represented in this Court's Record through a "SUBSTITUTED TRUSTEE'S DEED" executed by Nick Crawford to be OWNED by Planters Bank & Trust Company, when PB&TC **is <u>NOT</u>** the Legal/Lawful Owner of said Land(s) and Property(s)!

(B) The REPORTING of Lawyer **Nick Crawford's (Mississippi Bar No. 7817**) Crimes and Fraudulent practices that are in violation of the ***Mississippi Rules of Professional Conduct*** and *other Laws* to the applicable AUTHORITY(S) for handling and/or prosecution, etc. Crimes and/or Fraudulent practices for which Nick Crawford **did KNOWINGLY** carry out on behalf of his Client (Planters Bank & Trust Company) and Co-Conspirators in the UNLAWFUL and/or ILLEGAL Seizure of Ira B. Johnson's Land(s) and Property(s) referenced in this instant Court matter.

(C) Any and all other relief for the injuries/harm to which Ira B. Johnson may be entitled will be sought through the applicable Legal and Lawful course of action. However, this Court's has executed a Court Instrument that requires IMMEDIATE rectification that as of 08/10/17, is being reflected at:

> Book 201701 Page 3753
> Deed
> 08/10/2017 01:01:28 PM
> Washington County, MS
> Marilyn Hansell, Chancery Clerk

(D) Planters Bank & Trust Company has been *TIMELY, PROPERLY and ADEQUATELY notified of the RESTITUTION sought* for such Criminal/Civil violations. However, the issue regarding Ira B. Johnson's Land(s) and Property(s) is one in which PB&TC will NOT be prejudice by this Court's CORRECTION and REMEDYING the INJUSTICE(S) reported!

PLEASE TAKE NOTICE that in the interest of EXPEDITING this matter, Ira B. Johnson hereby submits with the filing of this instant *"GOOD-FAITH DEMAND FOR RETURN OF LAND(S) and PROPERTY(S) OBTAINED THROUGH FRAUD UPON THIS COURT and OTHER CRIMES, ETC. WITH PROPOSED ORDER"* ***a Proposed Order*** for execution by this Court and/or its Judge(s)!

RESPECTFULLY SUBMITTED, this **29th** day of **JUNE, 2018.**

UTICA INTERNATIONAL EMBASSY

BY:
Interim Prime Minister Vogel Denise Newsome
Representing with Authorization of
Cary Cornelius Johnson and/or

Ira B. Johnson

Through The:
UTICA INTERNATIONAL EMBASSY
c/o Interim Prime Minister Vogel Denise Newsome
Post Office Box 31265
Jackson, Mississippi 39286
Phone: (888) 700-5056
Local: (601) 885-3358
IPM: (513) 680-2922
Email: foreclosure_scams@uticainternationalembassy.website

CERTIFICATE OF SERVICE

The undersigned hereby certify that due to the HOSTILITY and/or THREATS, etc. that have been leveled against the Utica International Embassy's Interim Prime Minister Vogel Denise Newsome during INVESTIGATIONS and/or "HAND DELIVERY" of Court Documents to save on costs and expenses that a true and correct copy of the forgoing pleading is being served via **EMAIL** and/or **FACSIMILE** to:

VIA EMAIL and/or FACSIMILE: (662) 335-7639
CRAWFORD LAW FIRM
c/o Nick Crawford, Esq. – nick@nickcrawfordlaw.com
1041 W Alexander Street
Greenville, Mississippi 38701

VIA EMAIL and/or FACSIMILE: (662) 378-4429
PLANTERS BANK & TRUST COMPANY
c/o Parker England – pengland@planters-bank.com
424 Washington Avenue
Greenville, Mississippi 38702

Dated this **29th** day of **JUNE, 2018**.

UTICA INTERNATIONAL EMBASSY

BY: Vogel Denise Newsome
Interim Prime Minister Vogel Denise Newsome
Representing with Authorization of
Cary Cornelius Johnson and/or

Ira B. Johnson
Ira B. Johnson

Through The:
UTICA INTERNATIONAL EMBASSY
c/o Interim Prime Minister Vogel Denise Newsome
Post Office Box 31265
Jackson, Mississippi 39286
Phone: (888) 700-5056
Local: (601) 885-3358
IPM: (513) 680-2922
Email: foreclosure_scams@uticainternationalembassy.website

WIKIPEDIA

Operation Greylord

Operation Greylord was an investigation conducted jointly by the Federal Bureau of Investigation, the IRS Criminal Investigation Division, the U.S. Postal Inspection Service, the Chicago Police Department Internal Affairs Division and the Illinois State Police into corruption in the judiciary of Cook County, Illinois (the Chicago jurisdiction). The FBI named the investigation "Operation Greylord" after a local racehorse.[1][2]

Contents

The operation

The 3 1/2-year undercover operation took place in the 1980s, with the cooperation of some state and local law enforcement and judicial officials. Eventually, with trials extending ten years after the end of the undercover phase, as discussed below, over 92 public officials were indicted (almost all in federal court), and most eventually were convicted, either by guilty pleas or trials.

The undercover phase included two local courts and two Illinois attorneys who agreed to operate undercover (and were allowed to do so by senior Illinois judges, including Harry Comerford of Glenview)[3] as well as numerous FBI agents and cooperating local law enforcement officers. Cook County Judge Thaddeus Kowalski also cooperated with authorities even though he knew his cooperation might endanger his career.[4] Recently elected downstate judge Brocton Lockwood operated undercover in the Chicago Traffic Court.[5] In addition, Assistant State's Attorney Terrence Hake went undercover in the Criminal Division of the Cook County Circuit Court, initially as a prosecutor and later as a defense attorney (although actually on the FBI payroll).[6]

EXHIBIT 1

Investigators

Key undercover FBI agents and lawyers included: David Grossman, David Ries and Terrence Hake. As a Cook County prosecutor, Hake initially complained about the bribery and corruption in the Murder and Sexual Assault preliminary hearing courtroom in Chicago.[7] The FBI and United States Attorneys Office learned of his complaint and recruited him to pose as a corrupt prosecutor and later as a bribe-paying criminal defense attorney. Lamar Jordan, David Benscoter, Marie Dyson, William C. Megary, and Robert Farmer were the principal FBI case agents and supervisors during the investigation. Six Internal Revenue Service agents also played key roles in tracking the money flows, including Dennis Czurylo and Bill Thullen.[8]

Prosecutors

During the next decade, four United States Attorneys -- Thomas P. Sullivan, Dan K. Webb, Anton R. Valukas and Fred Foreman—supervised the investigations and prosecutions. First Assistant United States Attorney Daniel Reidy and Assistant United States Attorneys (AUSA) Charles Sklarsky, Scott Lassar, Scott Mendeloff and Candace J. Fabri led many of the prosecutions. In 1985, Valukus and AUSA James Schweitzer indicted 22 corrupt court personnel, along with Judge Raymond Sodini, who presided over the corruption in his courtroom at Chicago Police Headquarters.

The first listening device ever placed in a judge's chambers occurred in the undercover phase, when after hearing tapes recorded by undercover agent/prosecutor Hake, a higher court found evidentiary probable cause and allowed the FBI to bug the narcotics court chambers of Judge Wayne Olson, one of those later convicted of corruption. In order to acquire evidence of corruption, agents obtained judicial and U.S. Department of Justice authorization to present false court cases for the undercover agents/lawyers to fix in front of the corrupt judges.[9] The investigative phase ended when one of the fake victims of a contrived crime dropped his FBI badge, which had another name as the local Chicago beat cops noticed.

Indictment and trial

The first defendant to be found guilty was Harold Conn, Deputy Traffic Court Clerk in the Cook County judicial system. Conn was convicted in March 1984 and was one of the many bagmen in the ring of corruption.[9] The last conviction was that of Judge Thomas J. Maloney, who was indicted in 1991 on bribery charges and convicted in April 1993 of fixing three murder cases for more than $100,000 in bribes.[10] Maloney was released from federal prison in 2008, and died the same year.

A total of 93 people were indicted, including 17 judges, 48 lawyers, ten deputy sheriffs, eight policemen, eight court officials, and state legislator James DeLeo.[2][11] Of the 17 judges indicted, 15 were convicted.[7] One judge, Richard LeFevour, was convicted on 59 counts of mail fraud, racketeering and income-tax violations, and later sentenced to 12 years in prison, as well as being disbarred.[12] The stiffest sentence was received by former Circuit Judge Reginald Holzer, who received an 18-year sentence for accepting over $200,000 in bribes from multiple attorneys.[13] Three defendants commmitted suicide, including former Circuit Judge Allen Rosin.[14][15]

Aftermath

The systemic corruption led to the formation of the Special Commission on the Administration of Justice in Cook County, a group assembled in August 1984 to examine the problems of the Cook County courts. The group also issued recommendations that were designed to contribute to a period of reform in the courts. The Commission, led by Jenner & Block attorney Jerold Solovy, wrote a total of 165 recommendations for the courts of Cook County.[16] Questions remain as to whether those changes achieved the cleanup which many citizens and Better Government advocates desired.[11][17][18][19]

Operation Greylord also led to several similar investigations targeting corruption in Cook County, including Operation Silver Shovel, Incubator, Lantern, Operation Gambat, and Safebet.[7] Operation Greylord also became known for its use of eavesdropping devices in order to obtain evidence for trial.

Most of the prosecutors have since left government service and joined large law firms, including Jenner & Block. One, Candace J. Fabri, became a judge in Cook County in 2006, and was recently rated "Well Qualified" by a local attorneys' group; only a former public defender received a higher rating.[20] Circuit Judge Thomas R. Fitzgerald, who cleaned up Traffic Court after the Greylord investigation, was elected to the Illinois Supreme Court, from which he retired in 2010.[21]

In 2009, an attorney for some of those convicted in the Greylord investigation requested that Governor Pat Quinn issue mass pardons, calling her clients rather than the taxpayers the real victims, but the governor did not grant that request before he was defeated for re-election in 2014.[22] In 2010 and 2014, respectively, two attorneys disbarred for unethical conduct disclosed in the Greylord investigation sought to regain their respective law licenses, but were denied; another attorney withdrew a similar application in 2003.[23]

In July 2016, Terrence Hake went on the Chicago talk radio program "Legal Eagles" to explain his role in Operation Greylord and the operation's aftermath. "Legal Eagles" was hosted by retired police officer William Pelarenos and broadcast on WCGO 1590AM which serves the Chicago market.

See also

- In re Himmel

References

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External links

- No More Greylords? (http://www.ipsn.org/greylord.html)
- Investigations of Public Corruption: Rooting Crookedness Out of Government (https://www.fbi.gov/page2/march04/greylord031504.htm)

186 So.3d 403
Court of Appeals of Mississippi.

Elizabeth BLANCHARD, Appellant
v.
Nathan A. MIZE, Appellee.

No. 2014–CA–01703–COA.
|
Feb. 16, 2016.

Synopsis
Background: Debtor brought action against trustee under **deed** of **trust** and purchaser of home at **foreclosure** sale, alleging tortious conduct, breach of contract, and wrongful, illegal, or fraudulent **foreclosure**. Purchaser filed motion for summary judgment, asserting bona fide purchaser defense. The Circuit Court, Monroe County, James Seth Andrew Pounds, J., granted purchaser's motion. Debtor appealed.

Holdings: The Court of Appeals, Lee, C.J., held that:

[1] there was no evidence that debtor did not receive acceleration notice required by **deed** of **trust**, and

[2] trial court properly concluded that bona fide purchaser defense was available to purchaser.

Affirmed.

James, J., dissented.

West Headnotes (5)

[1] **Mortgages and Deeds of Trust**
Nonjudicial **Foreclosure** in General
Mortgages and Deeds of Trust
Intent to foreclose

Mississippi is a non-judicial **foreclosure** state; as such, the mortgagee is not required to directly **notify** the mortgagor of an impending **foreclosure**.

Cases that cite this headnote

[2] **Mortgages and Deeds of Trust**
Method of Service
Mortgages and Deeds of Trust
Publication or other constructive notice; advertisements

Before land is sold under mortgage, the Mississippi Code requires only that a notice be posted in the courthouse of the county where the land is situated, and that a notice of sale be published in a paper of general circulation. West's A.M.C. § 89–1–55.

Cases that cite this headnote

[3] **Mortgages and Deeds of Trust**
Required Notices
Mortgages and Deeds of Trust
Form, requisites, and sufficiency

Any additional notice requirements beyond those expressed in statute governing land to be sold under mortgage are determined by the provisions of the particular note and **deed** of **trust**. West's A.M.C. § 89–1–55.

Cases that cite this headnote

[4] **Mortgages and Deeds of Trust**
Acceleration, reinstatement, and curing default
Mortgages and Deeds of Trust
Particular Cases

There was no evidence that debtor did not receive acceleration notice required by **deed** of **trust**, as required to support debtor's claim of wrongful **foreclosure** and sale.

Cases that cite this headnote

EXHIBIT 2

[5] **Mortgages and Deeds of Trust**
Particular Cases

Trial court properly determined that bona fide purchaser defense was available to purchaser of home at **foreclosure** sale, in debtor's action alleging wrongful **foreclosure** and sale, where debtor offered no sworn proof to contest purchaser's sworn affidavit stating that he purchased the property for valuable consideration without notice of debtor's claims.

1 Cases that cite this headnote

Attorneys and Law Firms

***404** William Joseph Kerley, Elizabeth Ann Roche, attorneys for appellant.

Gene D. Berry, attorney for appellee.

EN BANC.

LEE, C.J., for the Court:

FACTS AND PROCEDURAL HISTORY

¶ 1. In 2003, Elizabeth Blanchard purchased her home at 914 West Commerce Street in Aberdeen, Mississippi. In order to purchase the property, Blanchard executed a **deed** of **trust**.[1] The principal amount of the loan secured by the **deed** of **trust** was $57,600.

¶ 2. The **deed** of **trust** required the trustee to provide Blanchard with notice prior to acceleration, advise her of an opportunity to cure, and warn her that **failure** to cure may result in **foreclosure**. The **deed** of **trust** also required the trustee to **notify** Blanchard in writing if the trustee elected to sell the property.[2]

¶ 3. In 2008, Blanchard began experiencing financial difficulty and fell behind on her loan payments. From 2008 to 2009, Blanchard made partial loan payments, and in late 2008 throughout 2009, Blanchard requested a loan modification.

¶ 4. In 2009, the **deed** of **trust** was assigned to U.S. Bank N.A., as trustee, and on the same day, Emily Kaye Courteau of the law firm Morris & Associates was substituted as trustee.

¶ 5. In late 2009 or early 2010, Blanchard received written notice that she would have to pay approximately $5,000 in order "to save her home."[3] On June 10, 2010, ***405** Courteau advertised sale of the property by posting notice in the Monroe County Courthouse and by publishing notice for three consecutive weeks in the *Monroe Journal*, a local newspaper.

¶ 6. On July 9, 2010, the **deed** of **trust** was foreclosed on, and a substituted trustee's **deed** was executed, which conveyed the property to U.S. Bank. The property was then sold on February 7, 2011, to Nathan A. Mize for $30,000.

¶ 7. Blanchard filed a complaint in the Monroe County Circuit Court seeking damages for tortious conduct; breach of contract; and/or wrongful, illegal, or fraudulent **foreclosure**. She also sought to set aside the **foreclosure**. The complaint named Mize as a defendant.[4]

¶ 8. Subsequently, Mize filed a motion for summary judgment claiming he should be dismissed from the suit pursuant to the bona fide purchaser defense. Mize's motion was supported by his sworn affidavit.

¶ 9. At a hearing on the motion, Blanchard argued that granting Mize's motion for summary judgment would be premature given that there was a genuine issue of material fact. Blanchard argued that she did not receive notice of acceleration as required by the **deed** of **trust**, thus resulting in a wrongful **foreclosure** and subsequent sale. Blanchard argued that if the **foreclosure** and subsequent sale were void, then the bona fide purchaser defense would not be available to Mize.

¶ 10. Ultimately, the circuit court declined to make a ruling as to Blanchard's notice claim but ruled that Mize was a bona fide purchaser. As a result, the circuit court granted Mize's motion for summary judgment, and Mize was dismissed from the suit. Under Mississippi Rule of Civil Procedure 54(b), the circuit court expressly determined that there was no just reason for delay and that a final judgment was entered as to Mize only. From this decision, Blanchard appeals. Finding no error, we affirm.

STANDARD OF REVIEW

¶ 11. "In reviewing a [circuit] court's grant of summary judgment, this Court employs a de novo standard of review." *In re Admin. of Estate of May*, 32 So.3d 1227, 1229 (¶ 5) (Miss.Ct.App.2010) (citing *Anglado v. Leaf River Forest Prods.*, 716 So.2d 543, 547 (¶ 13) (Miss.1998)). "Summary judgment 'shall be rendered ... if the pleadings, depositions, answers to interrogatories and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to a judgment as a matter of law.' " *Id.* (quoting M.R.C.P. 56(c)). This Court will consider all of the evidence before the trial court in the light most favorable to the nonmoving party. *Id.* "The party opposing the motion 'may not rest upon the mere allegations or denials of his pleadings, but his response, by affidavits or as otherwise provided in [Rule 56], must set forth specific facts showing that there is a genuine issue for trial.' " *Id.* (quoting M.R.C.P. 56(e)).

DISCUSSION

¶ 12. Blanchard argues the circuit court erred by prematurely granting Mize's motion for summary judgment. Specifically, Blanchard claims she did not receive notice of acceleration as required by the **deed** of **trust**. Blanchard further claims that as a result, the **foreclosure** and subsequent sale ***406** were void and precluded Mize from asserting the bona fide purchaser defense.

I. Notice of Foreclosure

[1] [2] ¶ 13. "Mississippi is a non-judicial **foreclosure** state." *Pennell v. Wells Fargo Bank, N.A.*, No. 1:10–cv–00582–HSO–JMR, 2012 WL 2873882, at *6 (S.D.Miss. July 12, 2012). "As such, Mississippi law does not require the mortgagee to directly **notify** the mortgagor of an impending **foreclosure**." *Id.* (citing *EB, Inc. v. Allen*, 722 So.2d 555, 561 (Miss.1998)). "The Mississippi Code requires only that a notice be posted in the courthouse of the county where the land is situated, and that a notice of sale be published in a paper of general circulation." *Id.* (citing Miss.Code Ann. § 89–1–55 (Rev.2011)). There can be no dispute, and Blanchard has not contested, that Courteau properly followed the posting and publishing requirements of this statute.

[3] ¶ 14. "Any additional notice requirements beyond those expressed in section 89–1–55 are determined by the provisions of the particular note and **deed** of **trust**." *Id.* (citing *EB*, 722 So.2d at 561).

¶ 15. The **deed** of **trust** here required Courteau to **notify** Blanchard of default, impending acceleration, and an opportunity to cure:

> Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument.... The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower by which the default must be cured; and (d) that **failure** to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale....

The **deed** of **trust** further provides:

> If Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in Section 15, notice of Lender's election to sell the property....

Section 15 of the **deed** of **trust** states:

> Notices. All notices given by Borrower or Lender in connection with this Security Interest must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have

> been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender....

[4] ¶ 16. Blanchard claims that she did not receive notice of acceleration as required by the **deed** of **trust**, thus resulting in a wrongful **foreclosure** and subsequent sale. However, Blanchard failed to set forth specific facts showing that there was a genuine issue for trial. *May*, 32 So.3d at 1229 (¶ 5). Blanchard merely relied on the unsworn allegations in her ***407** pleadings. *Id.* We note that although Blanchard included the **deed** of **trust** as Exhibit B to her complaint, the **deed** of **trust** merely provides that notice was required. It is not proof that notice was not given or that the **foreclosure** and subsequent sale were wrongful. This issue is without merit.

II. Bona Fide Purchaser

[5] ¶ 17. Because Blanchard failed to present a genuine issue of material fact, the only question remaining before this Court is whether the circuit court erred in finding that the bona fide purchaser defense was available to Mize.

¶ 18. Blanchard offered no sworn proof to contest Mize's sworn affidavit stating that he purchased the property for valuable consideration without notice of her alleged claims. *Id.* As stated, Blanchard cannot merely rely on the unsworn allegations in her pleadings. *Id.* This issue is without merit.

¶ 19. **THE JUDGMENT OF THE CIRCUIT COURT OF MONROE COUNTY IS AFFIRMED. ALL COSTS OF THIS APPEAL ARE ASSESSED TO THE APPELLANT.**

IRVING AND GRIFFIS, P.JJ., BARNES, ISHEE, CARLTON AND FAIR, JJ., CONCUR. JAMES, J., DISSENTS WITHOUT SEPARATE WRITTEN OPINION. WILSON AND GREENLEE, JJ., NOT PARTICIPATING.

All Citations

186 So.3d 403

Footnotes

1 The trustee was attorney Karen H. Cornell with Mortgage Electronic Systems Inc., acting solely as nominee for lender Finance America LLC.

2 Pursuant to section 24 of the **deed** of **trust**, these provisions apply to successor trustees.

3 Although Blanchard admitted to this in her complaint, there is no evidence of the letter in the record.

4 The other defendants were: U.S. Bank N.A., as trustee for Finance America Mortgage Loan **Trust**, Series 2004–1; Morris & Associates; Litton Loan Servicing; and Jane and John Does 1–100.

894 F.Supp.2d 903
United States District Court,
S.D. Mississippi,
Jackson Division.

Pieter TEEUWISSEN and Lisa M. Teeuwissen, Plaintiffs
v.
JP MORGAN CHASE BANK, N.A. a/k/a Chase Home Finance, LLC, Nationwide Trustee Services, Inc., Morris Schneider and Prior a/k/a Johnson & Freedman, LLC, Defendants.

Civil Action No. 3:11CV46TSL–FKB.
|
Sept. 6, 2012.

Synopsis

Background: Borrowers brought action in state court against lender, its trustee, and others, seeking to enjoin **foreclosure** sale of their home, and asserting claims for affirmative relief against lender relating to its alleged improper handling of their mortgage loan. Following removal, borrowers moved for partial summary judgment on issue of liability, and defendants cross-moved for summary judgment.

Holdings: The District Court, Tom S. Lee, J., held that:

[1] lender provided borrowers requisite notice of **foreclosure**;

[2] borrowers waived their claim that their mortgage loan was not properly accelerated before **foreclosure**;

[3] lender did not fail to comply with notice requirements of the **deed** of **trust**;

[4] lender provided borrowers requisite accounting prior to **foreclosure**;

[5] borrowers were not entitled to relief for lender's alleged violation of state court injunction in **foreclosure** proceeding;

[6] defendants were not "debt collectors" within meaning of Fair Debt Collection Practices Act (FDCPA); and

[7] borrowers had no cognizable claim for negligence.

Summary judgment for defendants.

West Headnotes (9)

[1] **Mortgages and Deeds of Trust**
Elements, Grounds, and Defenses

A wrongful **foreclosure** occurs under Mississippi law when a **foreclosure** is attempted solely for a malicious desire to injure the mortgagor, or the **foreclosure** is conducted negligently or in bad faith to the mortgagor's detriment.

2 Cases that cite this headnote

[2] **Mortgages and Deeds of Trust**
Method of Service
Mortgages and Deeds of Trust
Personal service
Mortgages and Deeds of Trust
Defects and irregularities

Lender provided borrowers requisite notice of **foreclosure**, as required by **deed** of **trust** and Mississippi statute controlling power of sale **foreclosure**, where it posted notice of sale at county courthouse three weeks in advance of the **foreclosure**; absent evidence that lender removed notice prior to sale, fact that notice was not present on courthouse's board at some point after its posting did not affect validity of the sale. West's A.M.C. § 89–1–55.

1 Cases that cite this headnote

[3] **Federal Civil Procedure**
Matters considered

Borrowers waived their claim on motion for

EXHIBIT 3

summary judgment that their mortgage loan was not properly accelerated before **foreclosure** because lenders failed to provide notice of acceleration as required by the **deed** of **trust**, and that lender therefore could not have lawfully invoked its putative right of **foreclosure** by power of sale so that the ensuing **foreclosure** was invalid, where they did not plead to such a claim in their complaint.

Cases that cite this headnote

[4] **Mortgages and Deeds of Trust**
Intent to foreclose
Mortgages and Deeds of Trust
Mail

Certificate of posting was not a notice to borrowers in connection with the **deed** of **trust**, but was instead merely a document verifying that actual notice of sale, a copy of which was provided to borrowers by mail, was posted properly, and, thus, lender did not fail to comply with notice requirements of the **deed** of **trust**, which required lender to give borrowers notice of its election to sell the property, by not mailing borrowers a copy of the certificate of posting.

Cases that cite this headnote

[5] **Mortgages and Deeds of Trust**
Particular Cases

Under Mississippi law, lender provided borrowers an accounting prior to **foreclosure**, precluding borrowers' wrongful **foreclosure** claim based on lender's alleged **failure** to provide an accounting, where it sent correspondence to borrowers, at their home address, and also forwarded copies of same to borrowers' attorney, which included, in addition to copies of the note and **deed** of **trust**, a proper and accurate payment history, as well as payoff and reinstatement quotes prior to the **foreclosure** sale.

2 Cases that cite this headnote

[6] **Account**
Nature and grounds of right to an account

Under Mississippi law, an "accounting" is a statement in writing of debits and credits or of receipts and payments.

1 Cases that cite this headnote

[7] **Mortgages and Deeds of Trust**
Judgment, order, or decree

Even if lender violated state court injunction in **foreclosure** proceeding by proceeding with **foreclosure**, and thereafter attempting to evict borrowers from their home, borrowers sustained no compensable damages from the alleged violation, and, thus, were not entitled to relief.

Cases that cite this headnote

[8] **Antitrust and Trade Regulation**
Persons and transactions covered

Lender, its trustee, and others were not "debt collectors" within meaning of Fair Debt Collection Practices Act (FDCPA) sections requiring that a debt collector provide notice to debtor as to particulars of debt which was sought to be collected, and cease debt collection efforts and provide certain additional information in event debtor timely disputes the debt, or any portion thereof, where they did not engage in debt collection other than non-judicial **foreclosures**, and they did not regularly take actions beyond those necessary to foreclose under **deeds** of **trust**. Fair Debt Collection Practices Act, §§ 803(6), 809(a, b), 15 U.S.C.A. §§ 1692a(6), 1692g(a, b).

1 Cases that cite this headnote

[9] **Mortgages and Deeds of Trust**
Actions and Proceedings in General

Under Mississippi law, borrowers had no cognizable claim for negligence against lender, based on lender's alleged mishandling of borrowers' mortgage, misrepresentation of the status of the mortgage, and **failure** to provide an accounting, where lender had the right to impose an escrow account, borrowers fell into arrears because of their refusal to acknowledge lender's right in this regard, borrowers were provided an accurate accounting, and lender provided proper notice of **foreclosure**.

Cases that cite this headnote

Attorneys and Law Firms

***905** Anthony R. Simon, Anthony R. Simon, PLLC, Dale Danks, Jr., Danks, Miller & Cory, Lara E. Gill, Jackson, MS, for Plaintiffs.

Ian J. McCutchen, Johnson & Freedman, LLC, Atlanta, GA, for Defendants.

MEMORANDUM OPINION AND ORDER

TOM S. LEE, District Judge.

This cause is before the court on the motion of plaintiffs Pieter and Lisa Teeuwissen for partial summary judgment as to liability against Nationwide Trustee Services, Inc. (Nationwide) and Johnson & Freedman, LLC, and on the cross-motion of defendants Nationwide and Johnson & Freedman for summary judgment. These motions have been fully briefed and the court, having considered the memoranda of authorities, together with attachments, submitted by the parties, concludes that defendants' motion for summary judgment should be granted and plaintiffs' motion denied.

On December 7, 2010, after learning that a **foreclosure** sale of their home was scheduled for December 21, 2010, the Teeuwissens, husband and wife, commenced the present action in the Chancery Court of Hinds County, Mississippi against their mortgagee, JP Morgan Chase Bank, N.A. a/k/a Chase Home Finance, LLC (Chase), and Nationwide Trustee Services, Inc. (Nationwide), the Substitute Trustee for **foreclosure**, seeking to enjoin the **foreclosure** and additionally asserting claims for affirmative relief against Chase relating to its alleged improper handling of their mortgage loan. Although the **foreclosure** sale went forward as scheduled on December 21, 2010, the chancery court held a hearing on December 22, 2010 on plaintiffs' request for injunctive relief, and on December 23, 2010, the chancellor entered an order purporting to grant "a limited preliminary (temporary) injunction" enjoining Chase "from any action against the Plaintiffs related to or in any way connected with **foreclosure** of the Plaintiffs' real property." The chancellor set a hearing on the merits for January 10, 2011; but prior to the date of the scheduled hearing, Chase removed the case to ***906** this court on the basis of diversity jurisdiction under 28 U.S.C. § 1332, and federal question jurisdiction under 28 U.S.C. § 1331.

In the meantime, plaintiffs amended their complaint to allege claims against Chase and Nationwide for wrongful **foreclosure** and seeking to set aside the **foreclosure**; and following removal, plaintiffs sought and were granted leave to amend to add as a defendant the law firm of Johnson & Freedman, LLC, which they allege was involved in the mishandling of their mortgage and the wrongful **foreclosure** of their home.

In a November 17, 2011 memorandum opinion and order granting in part and denying in part Chase's motion to dismiss,[1] this court rejected plaintiffs' challenge to Chase's right to foreclose on their residence.[2] Specifically, the court found that, contrary to plaintiffs' contention, Chase had the right to establish an escrow account for taxes and/or property insurance on their mortgage and that plaintiffs, as a result of their **failure** and refusal to pay sufficient amounts to cover these escrow items, had become delinquent on their mortgage payments, entitling Chase to exercise its right to foreclose. However, the court concluded that plaintiffs had stated a claim for wrongful **foreclosure** based on allegations that Chase and its agents, Nationwide and Johnson & Freedman, failed to provide plaintiffs with proper notice of **foreclosure** and a proper accounting prior to proceeding with the **foreclosure**, and for breach of contract for **failure** to provide notice required by the **deed** of **trust**. Additionally, the court denied Chase's motion to dismiss plaintiffs' claims relating to defendants' alleged violation of the chancery court's injunction by taking certain actions following the **foreclosure** intended to dispossess plaintiffs of their home.

Plaintiffs have now moved for partial summary judgment on liability on their claims. Defendants Chase and Johnson & Freedman oppose this motion, and seek summary judgment on all plaintiffs' claims against them.[3]

*WRONGFUL **FORECLOSURE***

[1] As the court wrote in its previous opinion, a wrongful **foreclosure** occurs under Mississippi law "when a **foreclosure** is attempted solely for a malicious desire to injure the mortgagor, or the **foreclosure** is conducted negligently or in bad faith to the mortgagor's detriment." *Teeuwissen*, 2011 WL 5593164, at *4 (citing *West v. Nationwide Trustee Servs., Inc.*, No. 1:09CV295LG–RHW, 2009 WL 4738171, *3 (S.D.Miss. Dec. 4, 2009)). Here, plaintiffs allege that defendants conducted the **foreclosure** negligently or in bad faith in that they failed to provide (1) the notice of **foreclosure** required under the **deed** of **trust**, and also as required by the applicable Mississippi statutes controlling power of sale **foreclosure**; and (2) an accounting of the mortgage loan prior to the **foreclosure** sale of December 21, 2010.

907** *Notice of **Foreclosure

Plaintiffs assert that defendants failed to provide them notice of **foreclosure** as required under the **deed** of **trust** and notice as required by the applicable Mississippi statutes controlling power of sale **foreclosure**. Plaintiffs note that under the terms of the **deed** of **trust**, "if Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in Section 15, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law." Mississippi Code Annotated § 89–1–55 provides that the sale of lands sold under mortgages and **deeds** of **trust**

> shall be advertised for three consecutive weeks preceding such sale, in a newspaper published in the county, or, if none is so published, in some paper having a general circulation therein, and by posting one notice at the courthouse of the county where the land is situated, for said time, and such notice and advertisement shall disclose the name of the original mortgagor or mortgagors in said **deed** of **trust** or other contract. No sale of lands under a **deed** of **trust** or mortgage, shall be valid unless such sale shall have been advertised as herein provided for, regardless of any contract to the contrary. An error in the mode of sale such as makes the sale void will not be cured by any statute of limitations, except as to the ten-year statute of adverse possession.

In response to defendants' summary judgment motion, and in support of their own motion, plaintiffs challenged the competency of defendants' putative proof of posting at the courthouse, noting that the "Certificate of Posting" offered by defendants, which is signed by Matthew Lindsay and recites that he posted a Substitute Trustee's Notice of Sale on the Hinds County Courthouse bulletin board on November 30, 2010, is unsworn. Plaintiffs argued that defendants could not possibly prevail on their motion in the absence of *sworn* proof that a notice of sale was properly posted at the courthouse. They also contended that irrespective of the competency of defendants' proof, their own sworn evidence tends to show that notice was *not* properly posted so that at the very least, defendants are not entitled to summary judgment. Specifically, plaintiffs presented an affidavit from a witness attesting that she checked the bulletin board at the Hinds County Courthouse on December 7, 2010, i.e., a date within twenty-one days of the December 21 **foreclosure** date, and found no notice of sale relating to the Teeuwissen residence.[4] In addition, Peter Teeuwissen testified that he checked the bulletin board sometime between December 7 and December 21, and found no notice posted.

[2] In rebuttal, defendants submitted a sworn affidavit from Matthew Lindsay in which he reiterated, under oath, that on November 30, 2010, he posted the Substitute Trustee's Notice of Sale on the notice board at the Hinds County Courthouse. Lindsay's affidavit affirmatively establishes that the notice was properly posted three weeks in advance of the **foreclosure**, as required by the statute.[5] In the court's opinion, in the absence of evidence tending ***908** to show that defendants removed the notice prior to the sale, the fact that the notice was not present on the board at some point after its posting does not affect the validity of the sale. *See* 59 C.J.S. *Mortgages* § 784 (Supp. 2012) ("If the notices are actually put up the required number of days before the sale, it is not essential that they shall remain intact and visible during every one of the intervening days.... Since the purpose is to attract bidders, notice is not posted within the meaning of the law when it is taken down soon after being properly affixed to the spot designated. The person making the sale, however, is not

held responsible for keeping the notice posted, and its subsequent removal by a stranger will not affect the validity of the sale, nor does a requirement of advertising by posting for at least a certain number of days before the sale mean that on each successive day a notice must be posted.").

Plaintiffs alleged in their second amended complaint that defendants failed to provide notice of **foreclosure** as required by their **deed** of **trust**, stating:

> The Plaintiffs were not provided any notice from Chase, Nationwide and/or JF, of the **foreclosure** sale as required by law. (Fn. 11)
>
> (Fn. 11) Pursuant to the terms of the subject **Deed** of **Trust** "if Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in Section 15, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law."

[3] To refute this allegation, defendants have presented sworn proof that in addition to publishing notice in the Clarion Ledger and posting notice on the courthouse bulletin board, a copy of the Substitute Trustee's Notice of Sale was mailed to plaintiffs on November 15, 2010 via first class mail postage prepaid at the residence address, consistent with Section 15 of the **deed** of **trust**, which states that notice required under the **deed** of **trust** "shall be deemed to have been given to Borrower when mailed by first class mail." Plaintiffs apparently no longer dispute that such notice was, in fact, mailed to them, or at least they have offered no proof to contradict that offered by defendants. However, they argue in their motion and in response to defendants' motion that defendants failed to provide notice in accordance with the first paragraph of paragraph 22 of the **deed** of **trust**, which states, in pertinent part,

> [T]he Lender ... shall give notice to Borrower, prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date notice is given to Borrower, by which default must be cured; and (d) that **failure** to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by the Security Instrument and the sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the nonexistence of default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale ...

Plaintiffs evidently now take the position that their mortgage loan was not properly accelerated before **foreclosure** because defendants ***909** failed to provide notice of acceleration as required by the **deed** of **trust**, and that Chase therefore could not have lawfully invoked its putative right of **foreclosure** by power of sale so that the ensuing **foreclosure** was invalid. However, plaintiffs did not plead (or even vaguely allude to) such a claim in their complaint, and therefore, their argument on this point is properly disregarded.

[4] Plaintiffs further suggest that defendants failed to comply with the notice requirements of the **deed** of **trust** because defendants did not mail plaintiffs a copy of the Certificate of Posting. In this regard, plaintiffs note that the **deed** of **trust** states:

> [I]f Lender invokes the power of sale, Lender shall give Borrower, in the manner provided in Section 15, notice of Lender's election to sell the Property. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law.

Section 15, in turn, states that "all notices given ... in connection with the Security Instrument must be in writing," and that "[a]ny notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail." Plaintiffs submit that because the Certificate of Posting is a notice "in connection with the subject security

instrument," then the **deed** of **trust** required that defendants mail them a copy of such notice. In the court's opinion, however, the Certificate of Posting is not "a notice to Borrower in connection with [the] **Deed** of **Trust**" but is instead merely a document verifying that the actual Notice of Sale (a copy of which was provided to plaintiffs by mail) was posted properly.

Accounting

[5] [6] This court previously concluded that a mortgagee such as Chase has a duty to account to the mortgagors for all sums due to bring the mortgage current prior to **foreclosure**, and that plaintiffs had stated a claim for wrongful **foreclosure** based on defendants' alleged **failure** to provide plaintiffs an accounting prior to **foreclosure**. In their motion for summary judgment, defendants argue that there is no requirement under Mississippi law or the terms of the **deed** of **trust** that required Chase or any of the defendants to provide plaintiffs with an accounting at any time prior to **foreclosure**, and that this court's contrary conclusion was in error.[6] They contend, though, that although no accounting ***910** was required, plaintiffs were in fact timely provided documents that went above and beyond what would be required in an "accounting,"—which is defined under Mississippi law as a "statement in writing of debits and credits or of receipts and payments," *see Ward v. Life Investors Ins. Co. of America*, 383 F.Supp.2d 882, 885 (S.D.Miss.2005) (quoting *State ex rel. King v. Harvey*, 214 So.2d 817, 819 (Miss.1968)). Indeed, defendants have presented uncontroverted proof that on February 8, 2010, Johnson & Freedman sent correspondence to Pieter Teeuwissen, at his home address, and also forwarded copies of same to plaintiffs' attorney, which included, in addition to copies of the note and **deed** of **trust**, (1) a current payment history, which set forth all debits, credits and payments applied to the mortgage loan; (2) a current reinstatement quote, which informed plaintiffs of the amount required to reinstate the loan and the manner in which to do so; and (3) a current payoff statement, which informed plaintiffs of the necessary amount to pay off the loan in full, as well as the proper manner in which to do so.[7]

Plaintiffs assert a variety of reasons for concluding that the documents identified by defendants did not satisfy defendants' alleged obligation to provide an accounting. In the court's opinion, none of their positions has merit.

Plaintiffs first contend that Nationwide cannot rely on the documents sent to plaintiffs on February 8, 2010 as fulfilling its obligation to furnish plaintiffs an accounting, since records of the Tennessee Secretary of State reflect that Nationwide had been administratively dissolved on November 4, 2009, and that it was only restored its corporate status on February 10, 2010, two days *after* the putative accounting documents were sent to plaintiffs. Plaintiffs' suggestion that actions taken by Nationwide during the period of its dissolution are a nullity is without merit. *See* T.C.A. § 48–24–203(c) (providing that "[w]hen the reinstatement is effective, it relates back to and takes effect as of the effective date of the administrative dissolution, and the corporation resumes carrying on its business as if the administrative dissolution had never occurred"); *Grand Valley Lakes Prop. Owners Assoc., Inc. v. Cary*, 897 S.W.2d 262, 269 (Tenn.Ct.App.1994) (explaining that "reinstatement of the charter validates the corporation's existence and privileges from the date of revocation").[8]

Plaintiffs next argue that no action taken by Nationwide and/or Johnson & Freedman prior to May 6, 2010 could have possibly satisfied their duty (on behalf of Chase) to provide plaintiffs an accounting because the substitution of trustee naming ***911** Nationwide as trustee was not actually recorded until May 6, 2010, so that prior to May 6, 2010, Nationwide was not the trustee and had no right or interest in the Teeuwissens' loan. However, the evidence of record plainly shows that the Teeuwissens' mortgage was referred to Nationwide for **foreclosure** in January 2010, and that Nationwide acted on behalf of Chase when it sent the reinstatement and payoff figures to plaintiffs in February 2010.

Plaintiffs finally argue that defendants' putative accounting was deficient because defendants did not properly calculate the amounts owed and did not provide plaintiffs an explanation of all sums due and purportedly owed prior to the **foreclosure** sale of their home. In this regard, plaintiffs submit that the accounting figures they were provided by defendants were "unequivocally erroneous and unreliable" because each defendant did not independently verify the information in the documents and instead simply relied on information provided by Chase, which according to plaintiffs, was inaccurate. However, plaintiffs have offered no evidence, but instead only unsupported allegations, to support their contention that the figures they were provided were inaccurate. Defendants, on the other hand, have provided to the court a detailed explanation of the source and accuracy of the figures. The court readily concludes that plaintiffs were provided with a proper and accurate payment history, as well as payoff and reinstatement quotes prior to the **foreclosure** sale.[9] Therefore, plaintiffs' claim for wrongful **foreclosure** premised on defendants' alleged **failure** to provide an accounting fails as a matter of law.

Violation of Chancery Court Injunction

[7] On December 7, 2010, plaintiffs filed in the Hinds County Chancery Court a "Complaint for Wrongful **Foreclosure**, to Set Aside **Foreclosure** Sale, for Preliminary Injunction (Temporary) Injunction, Permanent Injunction, Accounting and Other Relief." Plaintiffs allege that by proceeding with the **foreclosure**, and thereafter attempting to evict plaintiffs from their home, defendants violated the December 23, 2010 order of the Hinds County Chancery Court which purported to enjoin Chase, and its agents and representatives,

> from any action against the Plaintiffs related to or in any way connected with **foreclosure** of the Plaintiffs' real property and likewise prohibited from instituting any and all collection efforts against the Plaintiffs until further order of this Court and pending further hearing on this matter on the merits.

Plaintiffs allege that defendants violated the terms of the injunction on March 10, 2011, when Chase wrote to plaintiffs demanding that they vacate the premises and threatening to take action to have them removed from the home if they failed to do so.[10] Defendants, however, maintain that ***912** as a matter of law, the chancery court's order expired on January 3, 2011, so that no actions thereafter taken by them could have violated the order.

Plaintiffs' complaint in the chancery court requested a "preliminary (temporary) injunction." There is no provision in the Mississippi Rules of Civil Procedure for a "preliminary (temporary) injunction." Rather, Rule 65(a) provides for issuance of a "preliminary injunction" and Rule 65(b) provides for issuance of a "temporary restraining order." Unlike a temporary restraining order (TRO), which may be issued without notice to the adverse party in specified circumstances,[11] Rule 65(a) mandates that "[n]o preliminary injunction shall be issued without notice to the adverse party," Miss. R. Civ. P. 65(a). Further, a TRO granted without notice "shall expire by its terms within such time after entry, not to exceed ten days, as the court fixes ..., unless within the time so fixed the order for good cause shown is extended for a like period or unless the party against whom the order is directed consents that it may be extended for a longer period."

The record reflects that what plaintiffs initially sought from the chancery court was a TRO, as evidenced by the fact that on December 21, 2010, their attorney, Lara Gill, filed with the chancery court a "Certificate of Compliance with Rule 65(b)(2)," in which she described her efforts to **notify** the defendants "regarding [plaintiff's complaint]," recited that her efforts had not been successful, and asserted that "notice in this matter should not be required." However, at the hearing on December 23, 2010, Ms. Gill represented to the court that she had provided notice to Chase and Nationwide on December 22, 2010, via facsimile and e-mail to Charity Bridgewater, an attorney with Johnson & Freedman. Based on Ms. Gill's representations, the court specifically found that "[t]he notice requirements of Rule 65(a)(1) have been met[,]" and the court entered a preliminary injunction enjoining defendants "from any action against the Plaintiffs related to or in any way connected with **foreclosure** of the Plaintiffs' real property" and prohibiting them "from instituting any and all collection efforts against the Plaintiffs until further order of this Court and pending further hearing on this matter on the merits." There has been no further order of the court nor further hearing on the matter on the merits. Notwithstanding the court's order, on March 10, 2011, Nationwide sent to plaintiffs a letter referencing the December **foreclosure** and advising that "[l]ender may have no alternative other than to file an appropriate State Court action if you fail to deliver possession."

Defendants' only argument in opposition to plaintiffs' allegations regarding defendants' violation of the chancery court's order is that "because inadequate notice was given" and because "counsel for Plaintiffs filed a Certificate of Compliance with ***913** M.R.C.P. 65(b)(2)," then plaintiffs could only have been granted a TRO, which expired after ten days. They thus conclude that "the TRO was no longer in effect as of January 3, 2010," so that any actions they may have taken thereafter could not have violated the TRO. In fact, however, the court issued a preliminary injunction, from which no relief has been sought or granted. Accordingly, the court cannot conclude that defendants have not violated the injunction order.

However, the only act on the part of defendants which plaintiffs have identified as violating the injunction is the March 10, 2011 letter advising them that "[l]ender may have no alternative other than to file an appropriate State Court action if you fail to deliver possession." There is no evidence that defendants actually commenced eviction proceedings or otherwise undertook to have plaintiffs removed from the residence. To the contrary, the evidence reflects that upon plaintiffs' receipt of this letter, their attorney promptly complained that the letter violated the

injunction; and plaintiffs have identified nothing since that time that defendants have done to violate the injunction.

In their complaint, plaintiffs allege that "[t]he violations of said Injunction by the Defendants have caused the Plaintiffs' damages[,]" and as relief for defendants' violation of the injunction, they "request that this Court enter its judgment awarding the Plaintiffs damages in amount to be proven at trial for their continuous and persistent harassment of Plaintiffs and their willful violations of the Injunction entered herein." Defendants argue in their motion that plaintiffs have sustained no compensable damages relative to any of the claims they have alleged. Plaintiffs respond generally that they "have been damaged by the Defendants' wrongful **foreclosure**," and that their evidence shows "the resulting injury to them as a result of the wrongful **foreclosure**." Yet they do not argue that they have suffered any compensable harm as a result of the March 10, 2011 letter; and they certainly have not pointed to any evidence to show that they suffered any compensable harm as a result of this letter. For this reason, the court concludes that plaintiffs' claim for violation of the injunction is due to be dismissed.

Violation of Fair Debt Collection Practices Act

[8] Plaintiffs allege in their complaint, and in their motion for partial summary judgment, that defendants have violated the Fair Debt Collection Practices Act, 15 U.S.C. § 1692 *et seq.* (FDCPA), and in particular, 15 U.S.C. § 1692g(a) & (b), which require that a "debt collector" must provide notice to the debtor as to the particulars of the debt which is sought to be collected, and to cease debt collection efforts and provide certain additional information in the event the debtor timely disputes the debt, or any portion thereof.[12] ***914** Defendants insist they cannot be liable for violation of these provisions, however, since they are not "debt collectors" within the meaning of the FDCPA. For reasons fully explained by this court in *Fouche' v. Shapiro & Massey L.L.P.*, 575 F.Supp.2d 776 (S.D.Miss.2008), the court agrees, and concludes that this claim must be dismissed.

The FDCPA defines "debt collector" as

> any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the collection of any debts, or who regularly collects or attempts to collect, directly or indirectly, debts owed or due or asserted to be owed or due another.... For the purpose of section 808(6) [15 U.S.C. § 1692f(6)], such term also includes any person who uses any instrumentality of interstate commerce or the mails in any business the principal purpose of which is the enforcement of security interests.

15 U.S.C. § 1692a(6). As the court explained in *Fouche',*

> Section 1692f(6), referenced in this definition, prohibits a debt collector from taking or threatening to take "nonjudicial action to effect dispossession or disablement of property" if there is no present right to possession of the property claimed as collateral through an enforceable security interest, if there is no present intention to take possession of the property, or if the property is exempt by law from such dispossession or disablement.
>
> Under the cited definition, a person whose principal purpose is the enforcement of security interests is a "debt collector" *for the purpose of § 1692f(6)*, but is not subject to the rest of the FDCPA unless he also fits § 1692a(6)'s general definition of a debt collector. *See Kaltenbach v. Richards*, 464 F.3d 524, 527, 527 n. 3 (5th Cir.2006) (recognizing "distinction between general debt collection and enforcement of a security interest," and observing that "[b]y the plain language of [§ 1692(a)(6)], ... a person whose business has the principal purpose of enforcing security interests but who does not otherwise satisfy the definition of a debt collector is subject only to § 1692f(6)") (citing *Montgomery v. Huntington Bank*, 346 F.3d 693, 699–700 (6th Cir.2003)) (repossession agency that was not otherwise a debt collector was subject only to § 1692f(6)).

Fouche', 575 F.Supp.2d at 783–84. The court recognized that "most federal courts have held that the provisions of the FDCPA (with the exception of § 1692f(6) and § 1692i(a), which are expressly applicable to the enforcement of security interests), to be inapplicable to the enforcement of security interests, such as in the context of the typical non-judicial home **foreclosure**." *Id.* at 785.[13] The court concluded ***915** that the attorney at issue in *Fouche'* was not a general debt collector, stating,

> In *Kaltenbach*, the defendant attorney initiated an executory-process, i.e., non-judicial **foreclosure**, on the plaintiff's home. The Fifth Circuit framed the issue

> presented as "whether [the defendant] is subject to § 1692g if he satisfies the general definition of a debt collector, even though he was merely enforcing a security interest in his dealings with [plaintiff]." 464 F.3d at 527. Subsequently, the court concluded in *Brown v. Morris*, that an attorney who undertook non-judicial **foreclosure** was "not per se an FDCPA debt collector." 243 Fed.Appx. 31, 35, 2007 WL 1879392, at *3. The court further found no error in the district court's having instructed the jury that "[o]rdinarily, the mere activity of foreclosing on a person's property under a **deed** of **trust** is not the collection of a debt within the meaning of the FDCPA unless other actions, beyond those necessary to foreclose under the **deed** of **trust**, were taken in an effort to collect a debt.' " *Id.* Thus, although the Massey defendants' practice involved their regularly conducting non-judicial **foreclosures** to enforce their clients' security interest in mortgaged property, defendants were not acting as general "debt collectors," unless they also took other actions, beyond those necessary to foreclose under the **deed** of **trust**, were regularly taken in an effort to collect a debt.
> *Fouche',* 575 F.Supp.2d at 786. Plaintiffs have offered no evidence that defendants engage in debt collection other than non-judicial **foreclosures**, or that they regularly take actions beyond those necessary to foreclose under **deeds** of **trust**. Thus, as plaintiffs have failed to present evidence tending to show that defendants are general "debt collectors," their claim against defendants under the FDCPA fails as a matter of law.

Negligence/Gross Negligence

[9] In their complaint, plaintiffs assert a count for negligence against defendants based on the following allegations:

> The Defendants, jointly and severally, negligently mishandled the Plaintiffs' mortgage, misrepresented the status of Plaintiffs' mortgage and failed to provide an accounting. The Defendants refused to accept Plaintiffs' proof of payment of taxes and insurance, impermissibly imposed an escrow account, and by failing to accept Plaintiffs' payments under the mortgage documents, misapplied Plaintiffs' payments thereby allowing the Plaintiffs' loan to fall into arrears, foreclosed on the subject real property, placed a cloud on the Plaintiffs' title to the real property, continued to demand payments from the Plaintiffs despite entry of an injunction and refused to account for and/or return Plaintiffs' prior payments. During the time period set forth hereinabove, ***916** Plaintiffs continued to make payments under the **Deed** of **Trust** and promissory note, and attempted to work with the Defendants to resolve the dispute.

The court has concluded that Chase had the right to impose an escrow account; that plaintiffs fell into arrears because of their refusal to acknowledge Chase's right in this regard; that plaintiffs were provided an accurate accounting; and that defendants provided proper notice of **foreclosure**. Defendants did not breach the contract or violate any provision of the law regarding the **foreclosure**. Thus, the only potentially viable allegation of negligence remaining is that defendants "continued to demand payments from the Plaintiffs despite entry of an injunction." However, as the court observed *supra*, the only violation of the injunction of which there is any proof is the letter of March 10, 2011; and the court has concluded that plaintiffs have failed to present evidence to show they suffered compensable damages as a result of this violation. Accordingly, plaintiffs can have no cognizable claim for negligence.[14]

Conclusion

Based on all of the foregoing, it is ordered that defendants' motion for summary judgment is granted and plaintiffs' motion for partial summary judgment is denied.

A separate judgment will be entered in accordance with Rule 58 of the Federal Rules of Civil Procedure.

All Citations

894 F.Supp.2d 903

Footnotes

1 Chase has since settled with plaintiffs and been dismissed from the case.

2 *See Teeuwissen v. JP Morgan Chase Bank, N.A.,* 3:11CV46TSL–FKB, 2011 WL 5593164, *4 (S.D.Miss. Nov. 17, 2011).

3 Nationwide and Johnson & Freedman did not file their own motion for summary judgment but rather joined in a summary judgment motion filed by Chase. Plaintiffs argue that these defendants cannot merely join in another defendant's summary judgment motion but must file their own motion and make their own arguments; and plaintiffs argue that these defendants have waived their right to seek summary judgment by failing to timely file their own summary judgment motion. However, the court is aware of nothing in the rules that would prevent a defendant from seeking summary judgment by joinder in another defendant's motion. Accordingly, plaintiffs' objection to these defendants' motion is not well taken.

4 Plaintiffs do not dispute that Chase published notice of **foreclosure** sale in the *Clarion Ledger,* a newspaper in Hinds County, Mississippi, on November 30, 2010, December 7, 2010, and December 14, 2010, as required by statute.

5 Plaintiffs have objected to Lindsay's affidavit, as well as other evidence presented by defendants, contending that this amounts to "ambush" evidence. The court rejects plaintiffs' objections.

6 In its November 17, 2011 opinion, the court dismissed plaintiffs' claim for "**failure** to provide an accounting," but it held that plaintiffs had stated a claim for wrongful **foreclosure** based on the **failure** to provide an accounting, observing as follows:

> In *West v. Nationwide Trustee Services, Inc.,* No. 1:09cv295–LG–RHW, 2009 WL 4738171 (S.D.Miss. Dec. 4, 2009), the court, also citing [*National Mortgage Co. v. Williams,* 357 So.2d 934, 937 (Miss.1978)], recognized that "[a] mortgagee such as Chase has a duty to account to the mortgage ... for the amount it would take to bring the loan current before Chase can foreclose on the property[,]" and that the "[**f**]**ailure** to do so will constitute a wrongful **foreclosure**." [2009] WL 4738171, at 3.

Teeuwissen, 2011 WL 5593164, at *5. Defendants argue that this court's reliance on *West* was improper since the *West* court's conclusion on this issue was reached in error. Defendants maintain that *West's* reliance on *Williams* was misplaced, as was its reliance on *Johnson v. Gore,* 224 Miss. 600, 80 So.2d 731 (1955), since both cases were patently distinguishable. They point out that in *Williams,* in contrast to the present case, there was an issue both as to whether the borrowers were actually delinquent and as to the extent of any delinquency. And they argue that in *Johnson,* the court found a duty to render a substantially correct account of the indebtedness based on a fiduciary or **trust** relationship that arose because the borrower was imprisoned and the mortgagee took over duties related to the leasing of the subject property. Defendants note there is no basis in this case for finding a fiduciary or **trust** relationship.

While the court at present is not persuaded that its earlier conclusion was in error, the court need not linger on this issue since it is clear from the evidence that an accurate accounting was provided to plaintiffs.

7 It is unclear which defendant sent the correspondence, which consisted of two separate letters on Nationwide letterhead, one setting out the reinstatement figure and the other a payoff figure. Defendants state that the letters were sent to plaintiffs by Johnson & Freedman. Ultimately, it makes no difference which defendant provided the documents to plaintiffs; it matters only that it was done.

8 Plaintiffs suggest under "controlling [Mississippi] law," Nationwide's actions during the period it was administratively dissolved are invalid. *See 4H Constr. Corp. v. Superior Boat Works,* 659 F.Supp.2d 774, 778–79 (N.D.Miss.2009). However, in the court's opinion, Tennessee law applies to the issue since Nationwide is a Tennessee corporation whose administrative dissolution occurred under the auspices of the Tennessee Secretary of State.

9 Plaintiffs argue that the reinstatement letter and payoff letter do not reflect the correct, or even the same sum required to reinstate or pay off the mortgage loan prior to the **foreclosure** sale. They note that "[t]he amounts that the Teeuwissens supposedly owe are different with each letter, even though the pay off and reinstatement letters were sent *on the same date,*" and they point out that "[t]he escrow advance amounts, the property inspection fee amounts, the 'other' fees and the appraisal/BPO fees are different amounts, although prepared and sent on the same date."

In his declaration, Chase Vice–President Thomas Reardon attested to the accuracy of the payoff and reinstatement figures and explained in detail the basis for the calculations behind those figures. While plaintiffs obviously question the figures, they have presented no evidence to show the figures are inaccurate.

10 Although plaintiffs also appear to insinuate that defendants violated the chancery court's order by going forward with the **foreclosure** sale, it is undisputed that the **foreclosure** sale occurred December 21, two days before the order was

entered.

Plaintiffs additionally point to a December 23, 2010 notice from a local realtor posted on the Teewissens' door indicating that he had been retained to sell the property as a violation of the injunction. However, this notice indicates it was generated at 1:00 a.m. on December 23, 2010, before the injunction was issued.

11 *See* Miss. R. Civ. P. 65(b) ("A temporary restraining order may be granted, without notice to the adverse party or his attorney if (1) it clearly appears from specific facts shown by affidavit or by the verified complaint that immediate and irreparable injury, loss, or damage will result to the applicant before the adverse party or his attorney can be heard in opposition, and (2) the applicant's attorney certifies to the court in writing the efforts, if any, which have been made to give the notice and reasons supporting his claim that notice should not be required.").

12 *See* 15 U.S.C. § 1692g(a) (debt collector must give notice of the amount of the debt; the name of the creditor; a statement that the debt will be assumed to be valid unless the consumer disputes the debt within thirty days after receipt of the notice; a statement the debt collector will obtain and mail verification of the debt to the debtor if the consumer **notifies** the debt collector in writing within thirty days that the debt is disputed; and a statement that the debt collector will provide the consumer the identity of the original creditor, if different from the current, if requested in writing within thirty days); § 1692g(b) (if the consumer **notifies** the debt collector in writing within the thirty days that the debt is disputed, or requests the name and address of the original creditor, "the debt collector shall cease collection of the debt, or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor, and a copy of such verification or judgment, or name and address of the original creditor, is mailed to the consumer by the debt collector").

13 *See, e.g., Maynard v. Cannon,* 650 F.Supp.2d 1138, 1142–43 (D.Utah 2008) (where evidence showed that defendant attorney was hired for limited purpose of non-judicially foreclosing **deed** of **trust**, and plaintiff offered no evidence as to the frequency of defendant's security enforcement or debt collection practices, defendant's activities fall outside the FDCPA's general provisions); *Overton v. Foutty & Foutty, LLP,* No. 1:07–cv–0274–DFHTAB, 2007 WL 2413026, at *4 (S.D.Ind. Aug. 21, 2007) (recognizing majority position that party whose activities are limited to enforcement of security interests is not subject to all FDCPA requirements, and stating, "[i]f a person invokes judicial remedies only to enforce the security interest in property, then the effort is not subject to the FDCPA (other than § 1692f(6) and § 1692i(a))[,] [b]ut if the person is also seeking additional relief, such as a personal judgment against the borrower, then the FDCPA applies.") (collecting cases); *Chomilo v. Shapiro, Nordmeyer & Zielke, LLP,* Civ. No. 06–3103 (RHK/AJB), 2007 WL 2695795, at *6 (D.Minn. Sept. 12, 2007) (holding that law firm executing nonjudicial **foreclosure** proceeding was enforcing a security interest rather than collecting a debt and hence fell outside the ambit of the FDCPA except for the provisions of section 1692f(6)); *Acosta v. Campbell,* No. 6:04CV761 ORL28DAB, 2006 WL 3804729, at *4 (M.D.Fla. Dec. 22, 2006) ("Nearly every court that has addressed the question has held that foreclosing on a mortgage is not a debt collection activity for the purposes of the FDCPA"); *Beadle v. Haughey,* No. Civ. 04–272–SM, 2005 WL 300060, at *3 (D.N.H. Feb. 9, 2005) ("[I]t seems very well established that foreclosing on a mortgage does not constitute debt-collecting activity under the FDCPA."); *Rosado v. Taylor,* 324 F.Supp.2d 917, 924 (N.D.Ind.2004) ("Security enforcement activities fall outside the scope of the FDCPA because they aren't debt collection practices"); *Hulse v. Ocwen Federal Bank, FSB,* 195 F.Supp.2d 1188, 1210 (D.Or.2002) (actions taken by attorneys as part of **foreclosure** of **trust** **deed** "may not be challenged as FDCPA violations").

14 It follows that there is no potential basis for the recovery of punitive damages. *See Horace Mann Life Ins. Co. v. Nunaley,* 960 So.2d 455, 462 (Miss.2007) (finding that since the plaintiff "has suffered no compensatory damages, it necessarily follows that she is not entitled to an award of punitive damages.")(citing *Bradfield v. Schwartz,* 936 So.2d 931, 938 (Miss.2006), and Miss.Code Ann. § 11–1–65(c) (Supp.2006)).

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IN THE CHANCERY COURT OF WASHINGTON COUNTY, MISSISSIPPI

CASE NO. 20180460

ORDER

On this day, the Court upon its own initiative considered the above-captioned Case No. 20180460 and cause that has been brought by Ira B. Johnson. Ira B. Johnson has brought to the attention of this Court the FRAUD that has been committed upon it by Planters Bank & Trust Company and its Lawyer Nick Crawford/Crawford Law Firm as well as other Crimes which adversely reflects on the *integrity* of this Court. This Court finds that Ira B. Johnson NOTIFICATION and filings in this matter are well taken; and, THEREFORE, in the mitigation of expenses, in the interest of justice and EXPEDITION of this matter rules that:

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the 08/10/17 "SUBSTITUTED TRUSTEE'S DEED" which may be found at:

Book 201701 Page 3753
Deed
08/10/2017 01:01:28 PM
Washington County, MS
Marilyn Hansell, Chancery Clerk

be STRICKEN/REMOVED from the record in that it was KNOWINGLY submitted for FRAUDULENT purposes, etc.; therefore, further requiring that a Court Instrument be filed noting said action.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the "DEED OF TRUST" that may be found (and/or all recorded Deed of Trust) regarding the FRAUDULENT transaction alleged by Planters Bank & Trust Company with Ira B. Johnson in the Record of this Court at:

Book 201402 Page 7305
Deed of Trust
05/06/2014 03:27:53 PM
Washington County, MS
Marilyn Hansell, Chancery Clerk

be STRICKEN/REMOVED from the record in that said Instrument was obtained through FRAUD, etc. and the required Court Instrument be filed noting said action.

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that the Land(s) and Property(s) situated at:

> 21.21 acres in Lots 1 and 2, being the same as the NE ¼ of Section 24, Township 19, Range 9 West, bounded as follows: Beginning in the quarter section corner between sections 24 and 29 in said Township and Range, being 39.36 chains West of the corner common to Sections 24, 25, 28, and 29, in said Township and Range; thence from said point of beginning running South 10.18 chains; thence East 20.83 chains, thence North 10.18 chains; thence West 20.80 chains to the point of beginning.

is to be **IMMEDIATELY returned** to Ira B. Johnson and the Record of this Court is to reflect her as the Legal and Lawful OWNER of said Land(s) and Property(s).

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that this Court through this ruling is:

- *Enforcing the standards of judicial conduct,*
- *Has considered that the acts of such Fraud and Crimes committed may present judicial liability upon this Court and its Judicial Officers for the conduct rendered against Ira B. Johnson,*
- *To protect the public from judicial misconduct, Fraud and Crimes as that reported by Ira B. Johnson, and*
- *To protect the judiciary from unfounded allegations.*

IT IS THEREFORE ORDERED, ADJUDGED and DECREED that "ALL" costs of Court shall be incurred by Planters Bank & Trust Company and/or its Lawyer Nick Crawford/Crawford Law Firm and that Ira B. Johnson and/or her Legal Representative(s) UIE Interim Prime Minister Vogel Denise Newsome/Utica International Embassy are to be compensated for Legal Fees/Expenses incurred by **JULY 18, 2018.** Moreover, that the Utica International Embassy and/or its Representative(s) is to provide Planters Bank & Trust Company and its Lawyer Nick Crawford/Crawford with the Utica International Embassy's Invoice for Legal Services (detailed) provided in this matter on or before **JULY 6, 2018.**

SO ORDERED:

SIGNED this ____ day of **JULY, 2018**.

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JUDGE