**CASE NO. 14-0050-C368**

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| **ALVIE CAMPBELL AND JULIE CAMPBELL,**  **DEFENDANTS,**  **V.**  **MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR LENDER AND LENDER’S SUCCESSORS AND ASSIGNS, AND WELLS FARGO BANK, N.A., AND STEPHEN C. PORTER, AND DAVID SEYBOLD, AND RYAN BOURGEOIS, AND MATTHEW CUNNINGHAM, AND JOHN DOE 1-100**  **PLAINTIFFS,** | **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§**  **§** | **IN THE DISTRICT COURT OF**  **WILLIAMSON COUNTY, TEXAS**  **368th JUDICIAL DISTRICT** |

**FIRST REQUEST FOR PRODUCTION TO PLAINTIFF MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. in its official capacity as Electronic Agent (“MERS”)**

**TO: Plaintiff, Mortgage Electronic Registration Systems, Inc., (“**MERS**”) by and through Plaintiff's attorney of record, Richard A. Illmer.**

Pursuant to Texas Rule of Civil Procedure 196, Defendant, Alvie Campbell and Julie Campbell, hereby serves upon Plaintiff, Mortgage Electronic Registration Systems, Inc.(“MERS”), by and through its attorney of record Attorney of Record, Richard A. Illmer, Husch Blackwell, L.L.P. formerly known as Brown McCarroll, L.L.P., 2001 Ross Ave., Suite 2000, Dallas, TX 75201, this First Request for Production.

Defendants requests that Plaintiff produce those items set forth herein at Taylor Public Library, 801 Vance Street, Taylor, TX 76574 in Williamson County, Texas, for inspection and copying by 12:00 pm on or before the 30th day after this Request for Production is served on Plaintiff. Plaintiff must provide Defendants prior notice of time of meeting for inspection and copying of items produced by Plaintiffs at Taylor Public Library, 801 Vance Street, Taylor, TX 76574.

You are requested to produce those items for inspection, sampling, photocopying, or examination by this party or this party's representative at the Taylor Public Library, 801 Vance Street, Taylor, TX 76574, on or before 30 days after receipt of this Discovery. If any other time prior to that date shall be more convenient, and any other place shall be more convenient and reasonable for production of the items requested, then contact the party submitting this request regarding a more convenient and reasonable time and place for production of the items requested.

Demand is made for the supplementation of your responses to this Request for Production as required by Texas Rule of Civil Procedure 193.5. A True and Correct copy of the Request is attached as Exhibit A.

**CERTIFICATE OF SERVICE**

I certify that on February \_\_\_\_, 2014, a true and correct copy of Defendant’s Request for Production to Plaintiff MERS was served to each person listed below by the method indicated;

Certified mail, return receipt requested - **7010 1870 0001 2269 2743**

Plaintiff, Mortgage Electronic Registration Systems, Inc. (“MERS”)

c/o Richard A. Illmer, Texas Bar #10388350

Husch Blackwell, L.L.P., formerly known as Brown McCarroll, L.L.P.  
2001 Ross Ave., Suite 2000

Dallas, TX  75201

(214)999-6134

Mark D. Hopkins, Texas Bar # 00793975

c/o Hopkins & Williams, PLLC

12117 Bee Caves Rd., Suite 260

Austin, Texas, 78738

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Alvie Campbell,

c/o 250 Private Road 947

Taylor, Texas 76574

(512)796-6397

**EXHIBIT A**

**DEFINITIONS AND INSTRUCTIONS**

For the purpose of this request, the following definitions apply:

1. As used herein, the terms “you”, “your” and “Plaintiff” shall refer to Mortgage Electronic Registration Systems, Inc., its attorney’s, agents, and all other natural persons; or business; or legal entities; acting or purporting to act for or on behalf of Mortgage Electronic Registration Systems, Inc., whether authorized to do so or not.
2. “Settlement”, as used herein, means:
   1. An oral or written, disclosed or undisclosed agreement, bargain, contract, settlement, partial settlement, limited settlement, arrangement, deal, understanding, loan arrangement, credit arrangement, contingent settlement, limitation on the amount of liability or judgment, or a promise by or between any defendant and plaintiffs or between any plaintiff herein whereby defendants or plaintiffs have in any way released or compromised, in whole or in part, directly or indirectly, or agreed to do so in the future, any of the matters in controversy in this lawsuit whether before, after or during trial or before or after any jury verdict is returned herein or a judgment is entered or rendered herein;
   2. Any resolution of the differences between the defendants and plaintiffs by loan to the defendants or any other device which is repayable in whole or in party out of any judgment the defendants may recover against plaintiffs.
   3. “Mary Carter Agreements” as that term is used under Texas Law.
3. Unless a specific date or dates are set forth in any specific question herein, you are directed that each questions shall be answered for the period of time up to and including the present date.
4. The term “Negotiable Instrument”, “Promissory Note” or “Note” is defined to mean the Note whose requirements for negotiability are governed by contract law; and Article 3, Uniform Commercial Code; or Chapter 3, Texas Business and Commerce Code which is a basis of this action.
5. The term “Deed of Trust” means the Security Instrument related to defendants Alvie Campbell and Julie Campbell that is the basis of this action which is governed by contract law and Texas Local Government Code, Chapter 192.
6. The term “Subject property” means the property that is the subject matter of the above entitled action located at 250 Private Road 947, Taylor, Texas.
7. The term “Custodian” means the person or entity with care, custody, and control of the item or document which is the subject of inquiry. A request to identify the custodian of any item or document is a request to provide the name, address, and telephone number of said custodian.
8. The term “Collateral file” means the file which contains all legal documents, including mortgages and notes.
9. The term “Servicing file” means the file which includes any forbearance agreements, and correspondence needed for servicing a loan
10. The term “eNote” means “electronic promissory note” or “transferable record” as defined in Section16 of the UETA and Title II of E-SIGN; and defined in Chapter 322.016, Texas Business and Commerce Code..
11. The term “Authoritative Copy” means the unique, identifiable and mostly unalterable version of the eNote that (1) identifies the person asserting control as the person to which the transferable record was issued or most recently transferred.
12. The term “Transferable record” means an “eNote” or “electronic promissory note” issued in accordance with the provisions of Section16 of the UETA and Title II of E-SIGN; and in accordance with the provisions of Chapter 322.016, Texas Business and Commerce Code.
13. The term “eCustodian” means the person or entity with care, custody, and control of the eNote which is the subject of inquiry. A request to identify the eCustodian of any item or document is a request to provide the name, address, and telephone number of said custodian.
14. The term “Control” means the person in control of an “eNote”, or “transferable record”.
15. The term “Digital Certificate” means an attachment to an electronic “message” or “signature”, that for security purposes verifies that a user sending a message or applying a signature is who he/she claims to be and is used to provide the receiver with the means to encode a reply or subsequent acceptance of the signature.
16. The term “Electronic signature” means an electronic sound, symbol, or process attached to or process attached to or logically associated with a record and executed or adapted by a person with the intent to sign the record.
17. The term “Electronic record” means a record created, generated, sent, communicated, received, or stored by electronic means.
18. The term “Beneficial rights” means the ownership rights to the future cash flows of the eNote; the transfer of control of the transferable record evidences the transfer of beneficial rights.
19. The term “MIN” means the “Mortgage Identification Number” used for identifying “electronic promissory notes” or “transferable records” registered in the MERS eRegistry.
20. The term “Photograph” means and includes any motion picture, still picture, transparency, videotape, drawing, sketch, negative, or any other recording of any nonverbal communication in tangible form.
21. The term “Record” means information that is inscribed on a tangible medium or that is stored in an electronic or other medium and is retrievable in perceivable form.
22. The term “Agreement” means the bargain of the parties in fact, as found in their language or inferred from other circumstances and from rules, regulations, and procedures given the effect of agreements under laws otherwise applicable to a particular transaction.
23. The term “Servicer” means the party with contractual responsibility to collect payments on behalf of the “Note Holder”.
24. The term “Servicing rights” means the contractual rights that can be sold in the secondary market to collect payments on behalf of the “Note Holder”
25. The term “Note Holder” means the investor or institution that is intended to be the permanent holder of the eNote.
26. The term “Contract” means a total legal obligation resulting from the parties’ agreement as affected by Chapter 322, Texas Business and Commerce Code and other applicable laws.
27. The term “Defendants” or “Campbell’s” shall mean Alvie Campbell and Julie Campbell and any of their employees, consultants, attorneys, agents, or representatives.
28. The term “Electronic agent” means a computer program or an electronic or other automated means used independently to initiate an action or respond to electronic records or performance in whole or in part, without review or action by an individual.
29. The term “MERSCORP Holdings” refers to the parent corporation of Mortgage Electronic Registrations Systems, Inc. “MERS”, the electronic agent.
30. The term “MERS” refers to the electronic agent in its capacity relating to electronic transactions, eNotes, or transferable records, governed by the UETA, E-SIGN and Chapter 322, Texas Business and Commerce Code. This term “MERS” does not include the parent company MERSCORP Holdings.
31. The term “regard”, “regarding”, “refer”, “referring”, “relate”, or “relating” shall mean consist of, pertain to, reflect, evidence, constitute, discuss, mention, or be in any way logically or factually connected with the matter discussed.
32. The term “person” shall mean any natural person, groups of natural persons acting as individuals, groups of natural persons acting in a collective capacity (e.g.) as a committee, board of directors, etc.), corporations, partnerships, joint ventures, sole proprietorships, companies, associations, firms and any other incorporated or unincorporated business, professional, governmental or social entity.
33. The term “Mortgage servicer” means a company to which a residential mortgage loan borrower makes their mortgage loan payments to in regards to a tangible debt obligation evidenced by the original true and correct tangible, paper promissory note.
34. The term “Communication” shall mean every manner or means of statement, utterance, notation, disclaimer, transfer or exchange of information of any nature whatsoever, by or to whomever whether oral or written, whether face-to-face, by telephone, fax, mail, email, text, any other electronic method of transmission, personal delivery or otherwise, including, but not limited to correspondence, conversations, dialogue, discussions, meetings, interviews, consultations, agreements and other understandings.
35. The term “Transaction” means an action or set of actions occurring between two or more persons relating to the conduct of business, commercial, or governmental affairs.
36. Terms in the singular include the plural; terms in the plural include the singular.
37. The term “or”, as used herein, is a disjunctive term, such as black “or” white, and is not referring to any one or more of the disjoined words or phrases: “and”, “any”, “all”, and “each and every”.

The terms “document” and “documents” shall be construed in the broadest possible sense consistent with the Texas Rules of Civil Procedure and shall mean the originals, any non-identical duplicates (e.g. due to margin notes, hand-written corrections, modifications or similar alterations) and any copies or reproductions of any written or recorded matter in the custody, possession or control, or known by you to exist, including but not limited to, any information that is prepared by hand or is printed, recorded, reproduced or transcribed by any process. This includes, but is not limited to correspondence, memoranda, letters, reports, agreements, communications, telegrams, telecopies, facsimilies, photocopies, photographs, film, microfilm, microfiche, videotapes, date processing input and output, computer printouts, summaries and records of conversations, diaries, tape recordings, maps, surveys, charts, plans, drawings, minutes of meetings or conferences, lists, reports, summaries of interviews or investigations, opinions, reports or summaries of negotiations, leases, title opinions, run sheets, drafts, revisions, contracts, notes, calendars, date books, “day-timers”, checks, expense account records, messages, receipts, deed or any other similar type of instrument. This also includes whether such document is stored, saved, filed, recovered, or otherwise kept in paper, electronic, or any other form.

**INSTRUCTIONS**

The following instructions shall apply to these discovery requests:

1. This request shall be deemed to include any and all relevant documents in your possession, custody or control, including documents in the possession of your agents, representatives or attorneys and any other persons under your control or acting on your behalf.
2. For any communication or document you claim to be protected by the attorney-client privilege, work-product doctrine, or other applicable privilege, please provide a list of all such documents on or before the due date of this request, containing the information for each document:
3. The identity of the speaker or author;
4. The identity of all persons who received or heard the document or communication;
5. The date of the communication or document;
6. The nature of the document or communication; and
7. The subject matter of the document or communication.

In addition, for each such communication or document, state the basis of your claim of privilege or work product.

1. For documents no longer in the possession, custody, or control of you or your representative, for any reason, with respect to each such document:
2. Describer the nature of the document;
3. State the date of the document;
4. Identify the persons who sent and received the original and copies of the document;
5. State in such detail as possible the contents of the document; and
6. State the manner and date of disposition of the document.
7. If you cannot produce any of the documents in full, produce to the extent possible and specify in writing the reasons for your inability to produce the remainder of the document.
8. After the date of your initial production of responsive documents, if additional responsive documents come into your possession, custody, or control, such additional responsive documents shall be produced to the Campbell’s immediately.
9. The relevant time period applicable to each request for production is October 29, 2004 to the present, unless otherwise stated.

**FIRST REQUEST FOR PRODUCTION TO PLAINTIFF, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. IN ITS CAPACITY AS ELECTRONIC AGENT**

REQUEST FOR PRODUCTION NO. 1

Produce a true and correct copy(s) of any and all reports reflecting the purported registrar, American Mortgage Network, MERS Org. Id 1001310, who was allegedly the controller in control of an electronic promissory Note identified as MIN ID number 1001310-2040769205-0 registered in the MERS eRegistry on or about November 3, 2004.

RESPONSE:

REQUEST FOR PRODUCTION NO. 2

Produce a certified version of a true and correct copy of the purported Authoritative Copy identified as MIN ID number 1001310-2040769205-0.

RESPONSE:

REQUEST FOR PRODUCTION NO. 3

Produce true and correct copy(s) of any and all Bailee Letters’ or electronic equivalence reflecting any assignment, sale, or transfer of the alleged Authoritative Copy identified as MIN number 1001310-2040769205-0.

RESPONSE:

REQUEST FOR PRODUCTION NO. 4

Produce true and correct copy(s) of “notice of default” from Ginnie Mae to any purported MERS eNote servicing agent that the interest in the Campbell’s purported tangible promissory note is allegedly in default.

RESPONSE:

REQUEST FOR PRODUCTION NO. 5

Produce true and correct copy(s) of notice by any purported eNote servicing agent to any mortgage insurance carrier reflecting that the Campbell’s alleged tangible promissory note is in default.

RESPONSE:

REQUEST FOR PRODUCTION NO. 6

Produce true and correct copy(s) of “notice of default” from any MERS eNote servicing agent to Ginnie Mae reflecting the interest in the Campbell’s purported tangible promissory note is allegedly in default.

RESPONSE:

REQUEST FOR PRODUCTION NO. 7

Produce true and correct copy(s) of the purported eNote servicing contract between MERS; Ginnie Mae; and the alleged servicer, Wells Fargo Bank, N.A. in regards to the purported Authoritative Copy identified as MIN ID number 1001310-2040769205-0

RESPONSE:

REQUEST FOR PRODUCTION NO. 8

Produce certified true and correct copy(s) of any and all authorized “power of attorney” or other documents which MERS purports to retain or authorize Husch Blackwell, L.L.P, formerly known as Brown and McCarroll, L.L.P, or any of its agents or employees, including but not limited to Richard A. Illmer, Texas Bar #10388350, to conduct litigation against Defendants, Alvie Campbell and Julie Campbell relating to the subject property.

RESPONSE:

REQUEST FOR PRODUCTION NO. 9

Produce certified true and correct copy(s) of any and all authorized “power of attorney” or other documents, which purports MERS to allow David Seybold to conduct real estate related transfers or transactions of tangible promissory notes and deed of trusts using the MERS eRegistry or other authorization for conducting real estate transactions or negotiations of a purported tangible promissory note.

RESPONSE:

REQUEST FOR PRODUCTION NO. 10

Produce true and correct copy(s) of any and all collateral files purportedly relating to the Campbell’s alleged residential mortgage loan,

RESPONSE:

REQUEST FOR PRODUCTION NO. 11

Produce true and correct copy(s) of any and all servicing files regarding or relating to the Campbell’s purported residential mortgage loan,

RESPONSE:

REQUEST FOR PRODUCTION NO. 12

Produce true and correct copy(s) of any and all contracts or agreements related to MIN ID number 1001310-2040769205-0, registered in Mortgage Electronic Registrations Systems, Inc., eRegistry which lawfully enforces MERS capacity as an Assignor of the Campbell’s purported tangible promissory note or any other legal document relating to subject property.

RESPONSE: