

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION**

United States Courts
Southern District of Texas
FILED

NOV 09 2015

David J. Bradley, Clerk of Court

JOE O. RODRIGUEZ
Plaintiff,

V.

**COUNTRYWIDE HOME LOANS
SERVICING, LP OR BANK OF
AMERICA, N.A., AS SUCCESSOR
BY MERGER TO BAC HOME
LOANS SERVICING, LP,
RECONTRUST COMPANY, N.A.**
Defendants

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**Case No. 2:13-CV-133
“JURY”**

LETTER TO CHIEF JUDGE RICARDO HINOJOSA

To Chief Judge, Ricardo Hinojosa,

I, Joe O. Rodriguez JR., Plaintiff in this civil suit against Bank of America N.A., with the style number above. I’m reporting misconduct of two officers of the court, Defendants’ attorneys, Matt Manning, State Bar No.24070210 and Jeffrey Seewald, State Bar No. 17986640. They both have earned to be disciplined with disciplinary actions, sanctions, and prosecuted with criminal charges. Both attorney work for McGlinchey Stafford PLLC., located at 1001 McKinney, Suite 1500 Houston, TX 77002, contact number (713) 520-1900.

On December 26, 2013, during the District Court trial proceeding Defendants attorneys intentionally withheld evidence, falsify evidence, misrepresented evidence

and submitted false statements in an affidavit(s) to support their Summary Judgment (D.E. 31) in order to receive a favorable judgment, causing an obstruction of justice, and depriving Plaintiff of his civil right to a fair trial.

In support of Defendants' summary judgment the attorney, Matt Manning unlawfully submitted a May 01, 2012, Corporation Assignment of Deed of Trust/Mortgage and Substitute Trustee Deed showing Countrywide Home Loan Inc. to the Trial Court purporting to transfer and assign all beneficial interest and rights under deed of trust dated October 21, 1998, to Bank of America N.A (BANA) which at best belonged to another agency of the government. Applying the principle of Nemo Dat, as evidenced by the "Substitute Trustee's Deed" BANA intended to execute an action of theft.

On February 02, 2015, two months before Plaintiff's Writ was due at United Supreme Court, Plaintiff, Rodriguez, filed a complaint against BANA with Consumer Financial Protection Bureau with case no. 150202-001915, which according to information remains under investigation.

On March 4, 2015, on behalf of BANA, Andrew M. LaBreche with McGuire Woods, LLP, responded with a copy of the contents of the "collateral file".

BANA's agent Mr. LaBreche enclosed a copy of Plaintiff's, Rodriguez original title work in response to Consumer Financial Protection Bureau (CFPB) complaint. BANA held the original title work in its possession and was concealed until it appeared that the Court Mandate(s) were considered final.

Mr. LaBreche submitted the unrecorded assignment of deed of trust dated October 21, 1998 the same date as the original deed of trust, warranty deed, promissory note as of October 21, 1998. Information in response to the CFPB evidences Countrywide

Home Loan Inc. purported to transfer and assign interest and rights, under the deed of trust and promissory note dated October 21, 1998, to Government National Mortgage Association (GNMA),

GNMA or an agent failed to record the 1998 - assignment of deed of trust required by Texas Local Government Code 192.007, and Texas Property Code 51.008,¹ such failure to recorded and comply with the Codes, rendered the deed of trust unenforceable and nullity by operation of law.²

BANA's agent, Mr. LaBreche, did not include or reference to the CFPB, the May 1, 2012, Corporation Assignment of Deed of Trust/Mortgage (D.E. 31-4), and July 16, 2012, Substitute Trustee's Deed (D.E. 31-6), as being part of Rodriguez's original title work. Therefore, a prudent minded layperson could only reach one conclusion, the May 1, 2012, Assignment was a fabricated instrument created in anticipation of legal action.

As the "1998-Assignment of Deed of Trust" was intentionally withheld by Defendant during the District Court adjudicatory proceeding and provided by Defendant's attorney, Mr. LaBreche, outside of time to file a Rule 59, Motion for new trial.

¹ Texas Property Code 51.008, Certain Liens On Real Property, (a) A lien on real property created under this code or another law of this state in favor of a governmental entity MUST be recorded as provided by Chapters 11 and 12 in the real property records of the county in which the property or a portion of the property is located.

² Texas Property Code Sec. 13.001. VALIDITY OF UNRECORDED INSTRUMENT. (a) A conveyance of real property or an interest in real property or a mortgage or deed of trust is void as to a creditor or to a subsequent purchaser for a valuable consideration without notice unless the instrument has been acknowledged, sworn to, or proved and filed for record as required by law.

Defendants filed or caused to be filed a “2012-Corporation Assignment of Deed of Trust/Mortgage”, and July 16, 2012, Substitute Trustee’s Deed, in the Jim Well County land records which falsely represented that BANA has a lawful interest in Plaintiff’s real property, thus, they have deceitfully foreclosed on Plaintiff’s home located at 1211 Washington Street, Alice, Texas. Plaintiff alleges that Defendants knew or should have known the “2012-Corporation Assignment of Deed of Trust/Mortgage” was ineligible to be filed. Plaintiff also alleges that the “2012-Corporation Assignment of Deed of Trust/Mortgage” was filed with the intention to financially injure him.³

The District Court was influenced by Defendants’ fabricated evidence and false statements. Defendants’ attorneys, Matt Manning and Jeffrey Seewald, undermined the integrity of judicial process by aiding the Defendants to commit an unlawful act and defended that misconduct under oath and penalty of perjury. Defendants and their attorney have caused an obstruction of justice preventing the District Court from adjudicating impartially, depriving Rodriguez of his civil right to fair trial.

Therefore, Defendants’ summary judgment was obtained by fraud which escalated to fraud upon the court, thus the trial court should render their judgment void, as matter of law.

³ Texas Civil Practice and Remedies Code § 12.002, Liability, the Code provide that: (a) A person may not make, present, or use a document or other record with: (1) knowledge that the document or other record is a fraudulent court record or a fraudulent lien or claim against real or personal property or an interest in real or personal property; (2) intent that the document or other record be given the same legal effect as a court record or document of a court created by or established under the constitution or laws of this state or the United States or another entity listed in Section 37.01, Penal Code, evidencing a valid lien or claim against real or personal property or an interest in real or personal property; and (3) intent to cause another person to suffer: (A) physical injury; (B) financial injury; or (C) mental anguish or emotional distress.

In addition, I've attached for your review the documents Matt Manning used to support his summary judgment, which are the Declaration of Jessica L. Valdez, 2012 - Assignment of Deed of Trust, and 2012-Substitute Trustee Deed, the documents are self-authenticating.

According to Rules of Discipline for the United States District Court Southern District of Texas, Rule 1, provides Standards of Conduct, (A.) Lawyers who practice before this court are required to act as mature and responsible professionals, and the minimum standard of practice shall be the Texas Disciplinary Rules of Professional Conduct. (B.) Violation of the Texas Disciplinary Rules of Professional Conduct shall be grounds for disciplinary action, but the court is not limited by the code.

Defendants' attorneys, Matt Manning and Jeffrey Seewald, have breached their duty of Rule 1.02 (c), (d), (e), (f) of Scope and Objectives of Representation, when they assisted or counseled their client BANA to engage in conduct that the lawyers knew or should have known was criminal or fraudulent. GNMA purchasing guidelines clearly address that the "Collateral File" was to contain the "1998-Assignment of Deed of Trust in recordable form". BANA's lawyer had or should have had this information that clearly established that their client BANA was likely to commit a criminal or fraudulent act that is likely to result in substantial injury to Rodriguez if BANA continued its legal action without right(s). The lawyers failed to promptly make reasonable efforts under the circumstances to dissuade their client from committing the crime or fraud. Matt Manning and Jeffrey Seewald, knew or should have known that their client, BANA, expected representation not permitted by the rules of professional conduct or other law, the lawyers failed to consult with their client, BANA, regarding the relevant limitations of their conduct.

Defendants' attorney, Matt Manning, has breached his duty of Rule 3.01, Meritorious Claims and Contentions, when he filed and knowingly filed his false pleadings, motions or other papers with the court or the assertion in an adjudicatory proceeding and knowingly it was a false claim or defense and made primarily for the purpose of harassing and maliciously injuring the Plaintiff, Rodriguez.

Defendants' attorney, Matt Manning, has breached his duty of Rule 3.03, Candor Toward the Tribunal, he knew or should have known as a lawyer that he made false statements, conceal evidence, falsify evidence, misrepresented evidence to the District Court along with the failure to disclosed the facts to the tribunal when disclosure was necessary to avoid assisting a criminal or fraudulent act; Matt Manning failed to disclosed to the tribunal authority in the controlling jurisdiction known to Matt Manning to be directly adverse to the position of the client and not disclosed to opposing counsel; and most importantly he used falsify evidence that he knew or should have known as a lawyer to be false.

Defendants' attorney, Matt Manning, has breached his duty of Rule 3.04, Fairness in Adjudicatory Proceedings, Matt Manning unlawfully obstructed Rodriguez's access to evidence; in anticipation of a dispute, intentional aiding in concealing the 1998 - assignment of deed of trust document and other material evidence that a competent lawyer would believe has potential or actual evidentiary value; and as counsel he intentionally filed a 2012 - Assignment of Deed of Trust, and 2012-Substitute Trustee Deed to falsely represented that BANA has a lawful interest in Plaintiff's real property and affidavit of Jessica L. Valdez, supporting his summary judgment that was lacking of knowledge of all the facts of rights. Matt Manning has engaged in misconduct intended to disrupt District Court adjudicatory proceedings. Applicable law in many jurisdictions, including Texas, makes it an offense to destroy

or withhold material for the purpose of impairing its availability in a pending proceeding or one whose commencement can be foreseen.

Defendants' attorney, Jeffrey Seewald, has breached his duty of Rule 5.01, Responsibilities of a Partner or Supervisory Lawyer. Mr. Seewald is subject to discipline because of Matt Manning's violations of these rules of professional conduct when Mr. Seewald is a partner and supervising lawyer and orders, encourages, or knowingly permits the conduct involved. Mr. Seewald is a partner in the law firm in which the other lawyers practice and have direct supervisory authority over Matt Manning, and had knowledge of Mr. Manning's violations of these rules and knowingly failed to take reasonable remedial action to avoid or mitigate the consequences of Mr. Manning's violations. Moreover, Mr. Seewald as a partner and supervising lawyer is in a position of authority over the work of Mr. Manning and thus, Mr. Seewald as partner and supervising lawyer may be disciplined for permitting Mr. Manning to violate these rules of professional conduct.

Under the Rule 8.03, Reporting Professional Misconduct, as a Pro-Se, Rodriguez having knowledge of Mr. Manning and Mr. Seewald having committed a violation of applicable rules of professional conduct which raises a substantial question as to Mr. Manning and Mr. Seewald honesty, trustworthiness, or fitness as lawyers in other respects, therefore, Rodriguez should inform the appropriate disciplinary authority in concern of their misconduct of Moral Turpitude.

Defendants' attorney, Mr. Manning, has breached his duty of Rule 8.04, Misconduct, he knowingly and assisted BANA in violated these rules, whether or not such violation occurred in the course of a client-lawyer relationship; he committed a criminal act that reflects adversely on his honesty, trustworthiness or fitness as a lawyer in other respects; he has engaged in conduct involving dishonesty,

fraud, deception and misrepresentation; he has also engaged in conduct constituting obstruction of justice; he has implied an ability to influence improperly a government official; and he also has violated other laws of this state relating to the professional conduct of lawyers and to the practice of law, thus, Moral Turpitude becomes a public concern for its safety.

LR83.1. Admission to Practice provides: (I.) Oath. On admission, the lawyer will take this oath before any judicial officer of the United States: I do solemnly swear [affirm] that I will discharge the duties of attorney and counselor of this court faithfully, that I will demean myself uprightly under the law and the highest ethics of our profession, and that I will support and defend the Constitution of the United States.

Defendants' attorneys, Matt Manning and Jeffrey Seewald, have breached their OATH to the United States District Court for the Southern District of Texas.

(LR83.1.). when failed to keep their promise to District Court to discharge their duties faithfully as attorneys, and that they would demean themselves uprightly under the law and the highest ethics of their profession, and that they will support and defend the Constitution of the United States.

In all professional functions, a lawyer should zealously pursue client's interests within the bounds of the law. In doing so, a lawyer should be competent, prompt and diligent. A lawyer should use the law's procedures only for legitimate purposes and not to harass or intimidate others. A lawyer should demonstrate respect for the legal system and for those who serve it, including judges, other lawyers, and public officials. While it is a lawyer's duty, when necessary, to challenge the rectitude of official action, it is also a lawyer's duty to uphold legal

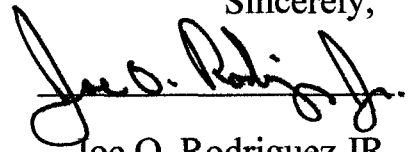
process. Neglect of these responsibilities compromises the independence of the profession and the public interest which it serves.

For all the reason above, Defendants attorneys, Matt Manning and Jeffrey Seewald, misconduct warrants disciplinary actions, sanctions and prosecuted with criminal charges for their misconduct of perjury, concealment of evidence, falsify evidence, misrepresentation of evidence, false statement, obstruction of justice, and fraud upon the court.⁴ Matt Manning and Jeffrey Seewald as officials of the court their "*conduct that is considered contrary to community standards of justice, honesty or good morals.*" Crime of Moral Turpitude, committed by officials of the court is a concern for public safety, therefore, Matt Manning and Jeffrey Seewald should not be allowed to continue practicing law when they have committed a crime under OATH against the District Court and the People.

I declare, under penalty of perjury that the foregoing is true and correct.

Executed on October 31, 2015.

Sincerely,



Joe O. Rodriguez JR.

13730 F.M. 620 N. Apt. 810

Austin, TX 78717

(512) 905-7477joeyrodriguez5@yahoo.com

⁴ The board has determined that misdemeanor offenses that involve dishonesty or fraud directly relate to the practice of accounting pursuant to Sections 53.021, 53.022, 53.023 and 53.025 of the Occupations Code.

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION**

JOE O. RODRIGUEZ, JR.,

Plaintiff,

v.

**COUNTRYWIDE HOME LOANS
SERVICING, LP. OR BANK OF
AMERICA, N.A., AS SUCCESSOR BY
MERGER TO BAC HOME LOANS
SERVICNG, LP., RECONTRUST
COMPANY, N.A.**

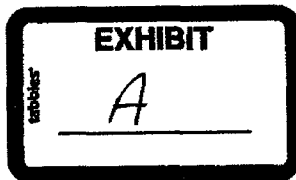
Defendant.

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CIVIL ACTION NO. 2:13-cv-133

**DECLARATION OF JESSICA L. VALDEZ
IN SUPPORT OF DEFENDANTS' MOTION FOR SUMMARY JUDGMENT**

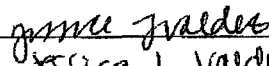
- 1. My name is Jessica L. Valdez. I am over the age of eighteen (18) of sound mind, competent, and authorized to make this declaration. The facts stated within this declaration are based on working knowledge based on a review of books and business records of Bank of America, N.A., ("Bank of America"), and are true and correct.
- 2. In my capacity as AVP Operations Team Manager, I have access to the business records of Bank of America, the servicer of Plaintiff's mortgage loan during the periods relevant to this lawsuit. I make this affidavit based upon my review of those records relating to the loan. The loan records are maintained by Bank of America in the course of its regularly conducted business activities and are made at or near the time of the event, by or from information transmitted by a person with knowledge. It is the regular practice to keep such records in the ordinary course of a regularly conducted business activity.
- 3. The documents attached to this declaration are true and correct copies of records that are kept by Bank of America in the ordinary course of business. The acts, events, conditions, or opinions contained in the attached documents were made by, or from information transmitted by, an employee or representative with actual knowledge of such act, event, condition, or opinion in Bank of America's regular practice. The record was made at or near the time of the act, event, condition, or opinion recorded or reasonably soon thereafter. The attached records are exact duplicates of the originals.



4. On October 21, 1998 Plaintiff executed a Note¹ (the "Note") and Deed of Trust² (the "Deed of Trust") in favor of Countrywide Home Loans, Inc. ("CHL") encumbering the property located at 1211 Washington Street, Alice, Texas 78332 (the "Property").
5. On May 1, 2012 the Deed of Trust was assigned by CHL to Bank of America (the "Assignment").³
6. Plaintiff defaulted on his mortgage obligations in February 2010 and continued with late payments throughout the life of the loan. Plaintiff made his last payment on May 20, 2011. The loan history reflects that default.⁴
7. Due to Plaintiff's default the Property was sold at foreclosure on June 5, 2012 as evidenced by the Substitute Trustee's Deed filed in the real property records of Jim Wells County, Texas (the "Substitute Trustee's Deed").⁵

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed on this 21st day of December, 2013.



Jessica L. Valdez
AVP Operations Team Manager
Bank of America, N.A.

¹ A true and correct copy of the Note is attached hereto as Exhibit A-1.

² A true and correct copy of the Deed of Trust is attached hereto as Exhibit A-2.

³ A true and correct copy of the Assignment is attached hereto as Exhibit A-3.

⁴ A true and correct copy of the Loan Payment History is attached hereto as Exhibit A-4.

⁵ A true and correct copy of the Substitute Trustee's Deed is attached hereto as Exhibit A-5

473539.1

DECLARATION IN SUPPORT OF
MOTION FOR SUMMARY JUDGMENT

PAGE 2 OF 2

After Recording, Return to:
LSI Title Agency, Inc.
Land Records of Texas
1525 W. Walnut Hill Lane #300
Irving, Texas 75038

Bk Vol Ps
417527 OR 1156 375

RECORDING REQUESTED BY:
RECONSTRUCTION COMPANY, N.A.
2380 Performance Dr, TX2-984-0407
Richardson, TX 75082

WHEN RECORDED MAIL DOCUMENT
TAX STATEMENT TO:
BANK OF AMERICA, N.A.
400 National Way
SIMI VALLEY, CA 93065

TS No: 12-0030858
TSG No: 12-005396-01
APN: 1140504300000

SPACE ABOVE THIS LINE FOR RECORDER'S

CORPORATION ASSIGNMENT OF DEED OF TRUST/MORTGAGE

FOR VALUE RECEIVED, THE UNDERSIGNED HEREBY GRANTS, ASSIGNS AND TRANSFER TO:

BANK OF AMERICA, N.A.

ALL BENEFICIAL INTEREST UNDER THAT CERTAIN DEED OF TRUST DATED 10/21/1998, EXECUTED BY: JOEY RODRIGUEZ, AN UNMARRIED MAN, TRUSTOR: TO DENISE S. GUNNERSON, AS TRUSTEE AND RECORDED AS INSTRUMENT NO. 317005 ON 11/04/1998, IN BOOK 667, PAGE 470 OF OFFICIAL RECORDS IN THE COUNTY RECORDERS OFFICE OF JIM WELLS COUNTY, IN THE STATE OF TEXAS. THE LAND AFFECTED BY THIS ASSIGNMENT IS LOCATED IN JIM WELLS COUNTY, THE STATE OF TEXAS AND IS DESCRIBED AS FOLLOWS:

LOT TEN (10), BLOCK EIGHT (8) OF EDGEWOOD ADDITION NO. 2 SITUATED IN THE CITY OF ALICE, JIM WELLS COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 5, PAGE 44 OF THE MAP RECORDS, JIM WELLS COUNTY, TEXAS.

TOGETHER WITH THE NOTE OR NOTES THEREIN DESCRIBED OR REFERRED TO, THE MONEY DUE AND TO BECOME DUE THEREON WITH INTEREST, AND ALL RIGHTS ACCRUED OR TO ACCRUE UNDER SAID DEED OF TRUST/MORTGAGE.

Dated: 5-1, 2012

By: COUNTRYWIDE HOME LOANS, INC

[Signature] 5-1-12

BY: **Melanie Cowan**
Vice President

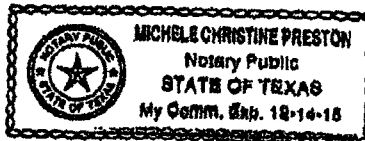
STATE OF Texas
COUNTY OF Dallas

On MAY 01 2012, before me Michelle Christine Preston, personally appeared Melanie Cowan known to me (or proved to me on the oath of _____ or through _____) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

WITNESS MY HAND AND OFFICIAL SEAL

[Signature] **Vice President**

[Signature]
Notary Public's Signature



TS #: 12-0030858
APN #: 1140504300000



Bk :	Vol	Ps
417527	OR	1156 376

Filed for Record in:
Jim Wells County

On: May 09, 2012 at 12:45P

As a
Recording

Document Number: 417527
Amount: 15.00
Receipt Number - 64830
Ansia Gomez

STATE OF TEXAS COUNTY OF JIM WELLS
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of
Jim Wells County
as stamped hereon by me.

May 09, 2012

JC Perez III, County Clerk
Jim Wells County

Bk Vol Pg
419098 OR 1163 486

After Recording, Return to:
LSI Title Agency, Inc.
Land Records of Texas
1525 W. Walnut Hill Lane #300
Irving, Texas 75038

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

12-0430858 FHA
12-005396-01
1211 WASHINGTON STREET, ALICE, TX 78332

SUBSTITUTE TRUSTEE'S DEED

Deed of Trust Date:
October 21, 1998

Sale of Property Date:
June 5, 2012

Grantor(s)/Mortgagor (s):
JOEY RODRIGUEZ, AN UNMARRIED MAN

Time of Sale: 1:53 AM PM

Original Mortgagee:
COUNTRYWIDE HOME LOANS, INC

Place of Sale:
THE SOUTH DOOR OF THE JIM WELLS
COUNTY COURTHOUSE OR AS
DESIGNATED BY THE COUNTY
COMMISSIONERS.

Current Mortgagee:
BANK OF AMERICA, N.A.

Grantee/Buyer:
BANK OF AMERICA, N.A.

Mortgage Servicer:
Bank of America, N.A.

Recorded on: November 4, 1998
As Clark's File No.: 317005
In Volume: 667
At Page: 470

Grantee/Buyer's Mailing Address:
400 NATIONAL WAY, SV-35
SIMI VALLEY, CA 93065

Re-Recorded

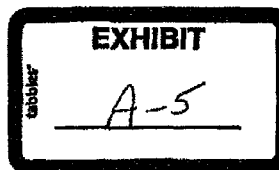
Property County:
Jim Wells

Amount of Sale:
\$15,738.41

Legal Description: LOT TEN (10), BLOCK EIGHT (8) OF EDGEWOOD ADDITION NO. 2 SITUATED IN THE CITY OF ALICE, JIM WELLS COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 5, PAGE 44 OF THE MAP RECORDS, JIM WELLS COUNTY, TEXAS.

Grantor conveyed the property to Trustee in trust to secure payment of the Note. Mortgagee, through the Mortgage Servicer, declared that Grantor defaulted in performing the obligations of the Deed of Trust. Current Mortgagee of the Note, through the Mortgage Servicer, accordingly has appointed Substitute Trustee and requested Substitute Trustee to enforce the trust.

Notices stating the time, place and terms of sale of the property were mailed, posted and filed, as required by law. Substitute Trustee sold the property to Buyer, who was the highest bidder at the public auction, for amount of sale in the manner proscribed by law. The subject sale was conducted no earlier than 1:00 PM as set forth in the Notice of Substitute Trustee Sale and was concluded within three (3) hours of such time. All matters, duties and obligations of Mortgagee were lawfully performed as evidenced by the affidavit(s) attached hereto and incorporated herein for all purposes. Substitute Trustee, subject to any matters of record, and for amount of sale paid by buyer as consideration, grants, sells and conveys to Buyer, Buyer's heirs, executors, administrators, successors or assigns forever, the property together with all rights and appurtenances belonging to Grantor. Substitute Trustee hereby sells the above referenced property AS IS without any expressed or implied warranties, except as to warranties of title, and hereby conveys the property to the purchaser at the purchaser's own risk, pursuant to the terms of Texas Property Code § 51.002 and § 51.009.



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419098 OR 1163 487

WITNESS MY HAND, 7-16-12

Jim Reator
Jim Reator of RECONTRUST COMPANY, N.A.,
Substitute Trustee
c/o RECONTRUST COMPANY, N.A.
4500 Amon Carter Blvd., TX2-979-02-10
Ft. Worth, TX 76155

STATE OF TEXAS
COUNTY OF TARRANT

Before me, Audrey Mae Owens, the undersigned Notary Public, on this day personally appeared Jim Reator of RECONTRUST COMPANY, N.A., Substitute Trustee, known to me or proved to me through a valid State driver's license or other official identification described as Jim Reator, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed.

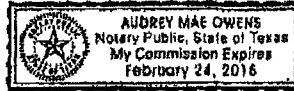
Given under my hand and seal of office on 7-16-12

My Commission Expires:

Audrey Mae Owens
Notary Public for the State of Texas
Audrey Mae Owens
Printed Name of Notary Public

Prepared by:
Recontrust Company, N.A.
4500 Amon Carter Blvd.
Ft. Worth, TX 76155

After Recording return to:
Land Records of Texas
A Division of Lender Processing Services
1525 W Walnut Hill Lane Ste 300
Irving, TX 75038



Bk Vol Pg
419098 OR 1163 488

1211 Washington Street
Alice, TX 78332
12-6030858 PHA
12-005396-01

AFFIDAVIT

STATE OF TEXAS)
COUNTY OF JIM WELLS)

BEFORE ME, the undersigned authority on this day personally appeared Carolyn Holleman, who after being duly sworn, deposed and stated:

1. I am an employee of RECONTRUST COMPANY, N.A., Substitute Trustee, at the time of the events hereinafter set forth and make this affidavit for the purpose of declaring the incidents of statutory and contractual compliance of the entity or entities set out below.
2. This affidavit is made with respect to the foreclosure of that certain Deed of Trust dated October 21, 1998, recorded on November 4, 1998, as Clerk's File No. 317005, in Volume 667, at Page 470, Real Property Records, Jim Wells County, Texas, executed by JOEY RODRIGUEZ, AN UNMARRIED MAN to DENISE S. GUNNERSON, original Trustee(s), in favor of COUNTRYWIDE HOME LOANS, INC
3. Bank of America, N.A., FKA Countrywide Home Loans Servicing, LP is the Mortgage Servicer for BANK OF AMERICA, N.A., the Mortgagee of the indebtedness secured by said Deed of Trust. The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a current servicing agreement with the Mortgagee.
4. To the best of my knowledge and belief, proper notice of default was served prior to acceleration of the indebtedness. All obligations and duties of the Mortgage Servicer were performed in the manner required by law and all notices were served on each debtor at the last known address of each such debtor.
5. To the best of my knowledge and belief, the mortgagors holding an interest in the above described property were not on active duty with any branch of the Armed Forces of the United States or were not protected by the Service Members Civil Relief Act on the date of the Trustee's Sale and were alive on the date of such sale.
6. At the instructions and on behalf of the Mortgage Servicer, notice of acceleration of indebtedness and Trustee's sale was served on each debtor obligated on the debt, in strict compliance with the Texas Property Code, by certified mail at least twenty-one (21) days prior to the date therein specified for sale at the last known address of each such debtor.
7. At the instructions and on behalf of the Mortgage Servicer, Notice of Substitute Trustee Sale was filed with the County Clerk in the county or counties in which the subject property is situated and copies thereof posted at said courthouse(s) as required by the law and in the manner specified by ordinance and custom.

DATED: June 5, 2012

By:

Carolyn Holleman 6/29/12
AFFIANT: Carolyn Holleman

STATE OF TEXAS
COUNTY OF TARRANT

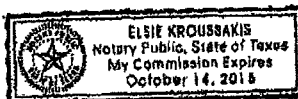
Elsie Kroussakis

Sworn to and subscribed before me, _____ the undersigned Notary Public, on this day personally appeared Carolyn Holleman, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed

Given under my hand and seal of office this 29 day of June, 2012

Elsie Kroussakis

Notary Public, State of Texas
My Commission Expires: 10-14-2015



After recording return to:
RECONTRUST COMPANY, N.A.
4300 Anton Center Blvd., TX2-979-02-10
Ft. Worth, TX 76153

After Recording return to:
Land Records of Texas
A Division of Lender Processing Services
1525 W Walnut Hill Lane, Ste 300
Irving, TX 75038

Bk	Vol	Ps
419098	DR	1163 489

Filed for Record in:
Jim Wells County
On: Jul 26, 2012 at 01:14P

As a
Recording

Document Number: 419098

Amount: 23.00

Receipt Number - 46625
By:
Michelle Perez

STATE OF TEXAS COUNTY OF JIM WELLS
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of
Jim Wells County
as stamped hereon by me.

Jul 26, 2012

JC Perez III, County Clerk
Jim Wells County