



3. Defendant in footnote 1 on page 1 of Response alleges that Plaintiff filed two Motions for Relief of Judgment; this statement is untrue as Plaintiff has no control over a Court's Docket.
  
4. Any legally minded person reviewing the Docket would comprehend the jurisdiction of the case resided with higher courts of jurisdiction which prohibited Plaintiff from filing in a court that could not claim jurisdiction over subject matter thus Plaintiff's filing was timely.
  
5. Defendant alleges in 10 that Plaintiff is challenging the "Assignment of Deed of Trust". Looking to Defendant's excerpt from Response to Motion For Relief From Judgment one finds the following verbiage:  
  
*"12. The 1998 Assignment is, at best, some evidence that the deed of trust to the Property was transferred to GNMA in 1998..."*
  
6. Texas Property Code 51.008 and Texas Local Government Code 192.007 are both statutory law(s) of the State of Texas in which the "Deed of Trust" clearly states in Covenant 14 that all applicable Federal and State law will be complied with and Defendant by admission clearly states non-compliance thus a "Breach of Contract" rendering the "Deed of Trust a nullity. Plaintiff will not step into the shoes of a party who purchases a nullity

(assignment of a void contract); such deception upon the purchaser is left up to that person to legally pursue.

7. Covenant 14 of the Deed of Trust also states:

“... this security instrument and the note are to be declared severable” is in violation of common law precedence established by:

*Carpenter v. Longan, 83 U.S. 16 Wall. 271 271 (1872)*

8. Defendants assert a falsity to the court alluding to Plaintiff attempting to attack a certain “Assignment of Deed of Trust”. The court should be well aware that the Plaintiff has provided in the Record to the Court beyond any reasonable doubt that Defendants rights claimed were bogus from the beginning.

9. Addressing Defendants claim of no discovery requested:

*“17. However Plaintiff never properly propounded a request for production on Defendants during the pendency of the litigation. 23 And, as this Court previously recognized, Defendants are under no duty to provide any discovery responses to Plaintiff in the event Plaintiff fails to first make the proper requests.”*

10. The Record reflects that discovery request was made.


/S/ Joe O. Rodriguez JR.

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**VERIFICATION**

Pursuant to Federal Rules of Civil Procedure, I, Joe O. Rodriguez JR., verify under penalty of perjury that the foregoing pleadings and claims are based on my personal knowledge and are true and correct.

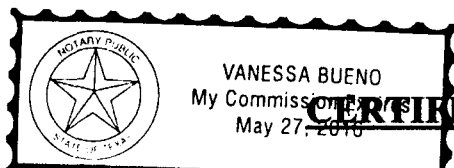
Executed on November 28, 2015.

  
\_\_\_\_\_  
Joe O. Rodriguez JR.

State of Texas  
County of TRAVIS

§  
§

SIGNED under oath before me on November 28, 2015



Vanessa Bueno  
\_\_\_\_\_  
Notary Public, State of Texas

**CERTIFICATE OF SERVICE**

I, Joe O. Rodriguez JR., certify that on November 28, 2015, a correct copy of the foregoing was filed with the Clerk of the Court via certified mail and that a correct copy of same was forwarded to the following:

Via Certified Mail Return Receipt  
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