

FILED

UNITED STATES COURT OF APPEAL

SEP 23 2015

FOR THE EIGHTH CIRCUIT

Missouri Public
Service Commission

NO. 14-2201

IN re: Cloris Banks Torrey

Petitioner

Appeal from U.S. District Court for the Eastern District of Missouri- St. Louis

(4-13-cv-01611)

13SL-CC02395-01

NOTICE TO THE UNITED STATES ATTORNEY

RICHARD CALLAHAN

**MEMORANDUM TO REOPEN TO CHALLENGE JUDICIARY DISCRETION OF THE
COURTS**

This is a Civil Rights case for declaratory judgment against the United States by way of JP Morgan Chase Bank, N.A. et.al, Case number: 4:14CV-1676CDP, on September 15, 2015 without the business of the Court and its process, United States District Judge CATHERINE D. PERRY, by memorandum and Order Grant Defendants Motion to Dismiss, by favor of the court and by denial of petitioner's fundamental rights to due process among violations of other statues under color of law. Petitioner being proper before the Courts, the United States Court of Appeals for the Eighth Circuit filed a denial on September 15, 2015. The trial court Circuit Court of St. Louis County, Missouri simply omitted to act, or find the facts so that this case could be appealed to a higher court. See attached by page number for validation of proof of Petitioner' assertions herein. This notice is to summons an official investigation to obtain and secure the facts, or the lack of facts in this cause of action so that it may go forward in the system for resolution in favor of one party or the other.

States the following:

On April 29, 2015 the (PSC) by an unauthorized agent, specifically Morris L. Woodruff Secretary by his signature, See pages 2-3-4 of Exhibit –PSC.

The (PSC) has no Jurisdiction to determine its own Jurisdiction

On April 29,2015 Judge presiding over case number 4:14-CV-01676-CDP Appears to have ruled on the Closed case by computer generation without the seal of the court by her signature. And no Jurisdiction over the PSC, which is a State Issue attachment joined unlawful means adversely affecting the Judgement of Case number: 4:14-CV-01676-CDP.

On May 18, 2015 Judge Catherine D. Perry appears to have filed an order of denial Of Plaintiffs' Motion to set a side void Judgement by Jurisdictional challenge, pursuant to rule 60(b) Relief from a Judgement, alleging that plaintiff provides no basis for relief. It appears that this three page document is computer generated without a signature of any type. See Exhibit –CDP.

According to applicable law "Once jurisdiction is challenged, the court cannot proceed when it clearly appears that the court lacks jurisdiction, the court has no authority to reach merits, but, rather, should dismiss the action." Melo v. US, 505 F2d 1026.

"Court must prove on the record, all jurisdiction facts related to the jurisdiction asserted."

Latana v. Hopper, 102 F. 2d 188; Chicago v. New York, 37 F Supp. 150.

"The law provides that once State and Federal Jurisdiction has been challenged, it must be proven."

Main v. Thiboutot, 100 S. Ct. 2502 (1980).

"Jurisdiction can be challenged at any time." and "Jurisdiction, once challenged, cannot be assumed and must be decided."

Basso v. Utah Power & Light Co., 495 F 2d 906, 910.

"Defense of lack of jurisdiction over the subject matter may be raised at any time, even on appeal."

Hill Top Developers v. Holiday Pines Service Corp., 478 So. 2d. 368 (Fla 2nd DCA 1985)

"Once challenged, jurisdiction cannot be assumed, it must be proved to exist."
Stuck v. Medical Examiners, 94 Ca 2d 751. 211 P2d 389.

"There is no discretion to ignore that lack of jurisdiction." Joyce v. US, 474 F2d 215.

"The burden shifts to the court to prove jurisdiction." Rosemond v. Lambert, 469 F2d 416.

"A universal principle as old as the law is that a proceedings of a court without jurisdiction are a nullity and its judgment therein without effect either on person or property." *Norwood v. Renfield*, 34 C 329; *Ex parte Giambonini*, 49 P. 732.

"Jurisdiction is fundamental and a judgment rendered by a court that does not have jurisdiction to hear is void, *ab initio*."

In Re Application of Wyatt, 300 P. 132; *Re Cavitt*, 118 P2d 846.

"Thus, where a judicial tribunal has no jurisdiction of the subject matter on which it assumes to act, its proceedings are absolutely void in the fullest sense of the term." *Dillon v. Dillon*, 187 P 27.

"Where a court failed to observe safeguards, it amounts to denial of due process of law, court is deprived of *juris*."

Merritt v. Hunter, C.A. Kansas 170 F2d 739.

"An action by Department of Motor Vehicles, whether directly or through a court sitting administratively as the hearing officer, must be clearly defined in the statute before it has subject matter jurisdiction, without such jurisdiction of the licensee, all acts of the agency, by its employees, agents, hearing officers, are null and void."

Doolan v. Carr, 125 US 618; City v. Pearson, 181 Cal. 640.

"When acting to enforce a statute and its subsequent amendments to the present date, the judge of the municipal court is acting as an administrative officer and not in a judicial capacity; courts in administering or enforcing statutes do not act judicially, but merely ministerially".

Thompson v. Smith, 154 SE 583.

"A judge ceases to sit as a judicial officer because the governing principle of administrative law provides that courts are prohibited from substituting their evidence, testimony, record, arguments, and rationale for that of the agency. Additionally, courts are prohibited from substituting their judgment for that of the agency. Courts in administrative issues are prohibited from even listening to or hearing arguments, presentation, or rationale."

ASIS v. US, 568 F2d 284. WHEREFORE:

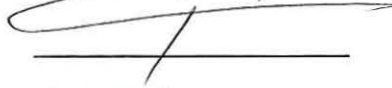
Plaintiff prays: (a) that the Court declares that the actions of Respondents complained of herein are in violation. Of Under the civil rights act of 1871 (42 U.S.C.A. Section 1983, Fourteenth Amendment, And Fourth Amendment

(b) That Respondents are ordered to take affirmative action to ensure that the activities

complained of above never again are engaged in by them or any of their agents; (c) That Respondents , their agents, employees, and successors are permanently enjoined from discriminating on the basis of familial status against any persons in violation of the protected rights (d) That appropriate compensatory and punitive damages are awarded to Appellant and against Respondents ; (e) That Plaintiff is awarded its costs and reasonable attorneys' fees in this action; and (f) That Appellant is awarded such other and further relief as the Court deems just and proper. Jury Demand Pursuant to Fed. R. Civ. P. 38, Appellant hereby demands trial by jury on all issues.

Executed: On September 21, 2015

Respectfully submitted:



Cloris Banks Torrey pro se
9422 Westchester Dr.
St. Louis, MO 63136
314-801-7515

Subscribed and Sworn before me this 21ST day of September 2015.



Notary Public

My Commission expires: FEB 9, 2018

CERTIFICATE OF SERVICE

I Cloris Banks Torrey certify that on September 21, 2015 I caused Notice to be sent foregoing first class postage paid via certified U.S. Mail on that date, I served the foregoing upon the following addressed to:

Attorney Brian C. Walsh
One Metropolitan Square
211 North Broadway Suite 3600
St. Louis, MO 63102-2750

The Consumer Financial Protection Bureau
Richard Cordray-Director
1700 G. Street N.W.
Washington D.C. 20552

U.S. Inspector General
U.S. DOJ (OIG)
Michael E. Horowitz
950 Pennsylvania Ave.
Washington D.C. 20530

Missouri Public Service Commission
Office General Counsel
200 Madison Street Suite 800
P.O. Box 360
Jefferson City, MO 65102

Office of Public Counsel
Dustin Allison
200 Madison Suite 650
P.O. Box 2230
Jefferson City, MO 65102

Laclede Gas Company
Rick E. Zucker
700 Market Street 8th Floor
St. Louis, MO 63101

“EXHIBIT” TT1

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

RECEIVED
SEP 14 2015
U.S. District Court
Eastern District of MO

CLORIS BANKS TORREY) Case No. 4: 14CV01676 CDP
PLAINTIFF,)
v.)
JP MORGAN CHASE BANK NA.)
DEFENDANTS)

2015 SEP 14 PM 3:31
JOAN M. GILMER
CIRCUIT CLERK
RECEIVED AND FILED
CIRCUIT COURT OF
ST LOUIS COUNTY

**PLAINTIFF'S MEMORANDUM MOTION TO FILE NEW AND MATERIAL EVIDENCE
AND EXHIBITS. NOTICE: LETTER TO CONSUMER FINANCIAL PROTECTION
BUREAU OF SEPTEMBER 12, 2015.**

Notice is hereby given this 14th day of September 2015 to the Parties and the Courts.

Come Now Plaintiff Cloris Banks Torrey respectfully move the Court. Motion to file Memorandum of Exhibits Notice: Letter to Consumer Financial Protection Bureau pursuant to Local Rule 30.2.

EXHIBITS

1. Letter to Consumer Financial Protection Bureau and Exhibits (AA).

RECEIVED
SEP 14 2015
U.S. COURT OF APPEALS
EIGHTH CIRCUIT

The Consumer Financial Protection Bureau
Richard Cordray- Director
1700 G Street N.W.
Washington D.C. 20552

September 12, 2015

Re: Force-Placed Insurance Policy
Property: 9422 Westchester Dr.
St. Louis, MO 63135

Dear Honorable Richard Cordray:

I am writing to request an investigation inaccurate and false statement given on my credit report and force-placed insurance policies placed on our property with an alleged zero debt. We believe the use of "Deceptive Tactics to collect bad debt and to deceive us into believing Notice a legally enforceable obligation to pay the debt for force-placed hazard insurance.

I received mailing of from JP Morgan Chase Bank, N.A. ("CHASE") on or about June 17, 2015 and April 21, 2015 with my name on it in reference to documents which had alleged that CHASE purchased hazard insurance on our property as stated above. That added cost for the insurance being added to loan account. The statement was misleading, inaccurate and false. Attached herein as (Exhibit A p.1-2) (Exhibit B p.1-2).

However, on or about July 1998 I, the undersigned fka (Cloris Warren) filed a bankruptcy petition with the U.S. Bankruptcy Court Case Number: 98-47544 loan number # 25800009764. The refinancing of the August 1995 mortgage loan of \$49,600 was contained within the operative claim discharged in Chapter 13 bankruptcy in 2002. (Attached with this document as (Exhibit C).

On the basis of Chase using "potentially inaccurate and fraudulent information allegedly reported by Chase to the Credit Reporting Agencies. I disputed the item which remains unchanged based on inaccurate information verified on my July 21, 2015 credit report.

I did not have the original amount of \$49, 600 of the August 1995 mortgage loan debt discharged in Chapter 13 Bankruptcy on October 5, 2012, with recent balance of \$0 as of June 2013 as alleged on my credit report. (Exhibit D). I did not filed a bankruptcy petition in 2012 the U.S. States Bankruptcy that bears my genuine signature.

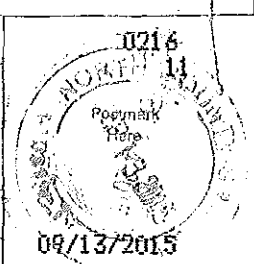
U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®

WASHINGTON, DC 20552

7015 1520 0000 1174 9391

Certified Mail Fee	\$3.45
Extra Services & Fees (check box, add fee as appropriate)	
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$2.08
Total Postage and Fees	\$5.53



Sent To
 Consumer Financial Protection Bureau
 Street and Apt. No., or PO Box No.
 1700 G. STREET N.W.
 City, State, ZIP+4®
 WASHINGTON D.C. 20552

PS Form 3800, April 2014 www.usps.com See Back for Instructions



June 17, 2015

Brian C. Walsh
Direct: (314) 259-2717
Fax: (314) 552-8717
brian.walsh@bryancave.com

Ms. Cloris Torrey
9422 Westchester Drive
St. Louis, MO 63136-5136

Re: Torrey v. JPMorgan Chase Bank N.A., No. 4:14-cv-01676,
United States District Court, Eastern District of Missouri

Dear Ms. Torrey:

Enclosed is a letter that Chase requested that we forward to you. It concerns the renewal of the lender-placed insurance on your home and follows up on the document I sent to you on April 21.

Please follow the instructions on the first page of the letter if you have obtained insurance that includes mortgagee coverage.

Very truly yours,

Brian C. Walsh

BCW:kl

cc: Rhiana A. Luaders, Esq.

REJECTED + RETURNED
6/22/2015

June 11, 2015

CLORIS TORREY
C/O J P MORGAN CHASE
C/O JAMES R WRYSCH JR ESQ
211 N BROADWAY SUITE 3600
ST LOUIS, MO 63102-6000

Account: 0005334602

Subject: We've renewed the lender-placed insurance policy for

9422 WESTCHESTER
ST LOUIS, MO 63136

Dear CLORIS TORREY:

Because we did not receive evidence that you have hazard (or homeowners) insurance on the property listed above, we bought insurance on your property and added the cost to your mortgage loan account.

The policy that we bought is effective as of 05/29/2015. **Because hazard insurance is required on your property, we will continue to buy insurance for you until you purchase your own policy.**

The insurance we bought:

- Costs \$1,346.00 annually, which may be more expensive than insurance you can buy yourself.
- May not provide as much coverage as an insurance policy you buy yourself.

We strongly recommend you purchase your own hazard policy. The insurance policy we bought will remain in effect until you provide us with evidence of acceptable coverage. If you do, we will cancel the policy we purchased and you will receive a refund of any unearned premium.

If you buy hazard insurance, you should immediately provide us with your insurance information. You or your insurance agent can update your information online or send us a copy of your insurance policy or declaration page:

Online	Mai/Fax
1. Go to MyCoverageInfo.com and reference PIN Number CM156	Mail or fax your insurance documents with the enclosed cover sheet to:
2. Update your insurance coverage using the information provided on your insurance policy	JPMORGAN CHASE BANK, N.A. ITS SUCCESSORS AND/OR ASSIGNS P.O. BOX 100564 FLORENCE, SC 29502-0564
	1-678-475-8799

Please review the important information included with this letter. If you have any questions, please call us at 1-877-530-8951 or 1-800-582-0542 for TTY services.

Sincerely,

Chase

Important Information Included: Benefits of Purchasing Your Own Insurance, Frequently Asked Questions, Property Insurance Requirements, Proof of Insurance Cover Sheet, Important Legal Information, Insurance Policy/Certificate

REJECTED & RETURNED
6/22/2015



Brian C. Walsh
Direct: (314) 259-2717
Fax: (314) 552-8717
brian.walsh@bryancave.com

April 21, 2015

Ms. Cloris Torrey
9422 Westchester Drive
St. Louis, MO 63136-5136

Re: Torrey v. JPMorgan Chase Bank N.A., No. 4:14-cv-01676, United States District Court, Eastern District of Missouri

Dear Ms. Torrey:

Enclosed is a letter that Chase requested that we forward to you. It concerns the upcoming renewal of the lender-placed insurance on your home.

As I mentioned in greater detail in my letter of January 5, the lender-placed policy is appropriate because you have not obtained mortgagee coverage. Please follow the instructions on the first page of the letter if you add mortgagee coverage to your current policy.

Very truly yours,

Brian C. Walsh

BCW:kl

Enclosure

cc: Rhiana A. Luaders, Esq.

Bryan Cave LLP
One Metropolitan Square
211 North Broadway
Suite 3600
St. Louis, MO 63102-2750
Tel (314) 259-2000
Fax (314) 259-2020
www.bryancave.com

Bryan Cave Offices

- Atlanta
- Boulder
- Charlotte
- Chicago
- Colorado Springs
- Dallas
- Denver
- Frankfurt
- Hamburg
- Hong Kong
- Irvine
- Jefferson City
- Kansas City
- London
- Los Angeles
- Miami
- New York
- Paris
- Phoenix
- San Francisco
- Shanghai
- Singapore
- St. Louis
- Washington, DC

REJECTED + RETURNED
6/22/2015

April 7, 2015

CLORIS TORREY
C/O JP MORGAN CHASE
C/O JAMES R WRYSCH JR ESQ
211 N BROADWAY SUITE 3600
ST LOUIS, MO 63102-6000

*REJECTED + RETURN
CT*

Account: 0005334602

Subject: **Please update insurance information for**

9422 WESTCHESTER
ST LOUIS, MO 63136

Dear CLORIS TORREY:

Because we did not have evidence that you had hazard (or homeowners) insurance on the property listed above, we bought insurance on your property and added the cost to your mortgage loan account.

The policy that we bought is scheduled to expire. **Because hazard insurance is required on your property, we intend to maintain insurance on your property by renewing or replacing the insurance we bought.**

The insurance we buy:

- Will cost an estimated \$1,346.00 annually, which may be more expensive than insurance you can buy yourself.
- May not provide as much coverage as an insurance policy you buy yourself.

If you buy hazard insurance, you should immediately provide us with your insurance information. You or your insurance agent can update your information online or send us a copy of your insurance policy or declaration page:

Online	Mail/Fax
1. Go to MyCoverageInfo.com and reference PIN Number CM156	Mail or fax your insurance documents with the enclosed cover sheet to:
2. Update your insurance coverage using the information provided on your insurance policy	JPMORGAN CHASE BANK, N.A. ITS SUCCESSORS AND/OR ASSIGNS P.O. BOX 100564 FLORENCE, SC 29502-0564
	1-678-475-8799

Please review the important information included with this letter. If you have any questions, please call us at 1-877-530-8951 or 1-800-582-0542 for TTY services.

Sincerely,

Chase

Important Information Included: Benefits of Purchasing Your Own Insurance, Frequently Asked Questions, Property Insurance Requirements, Proof of Insurance Cover Sheet, Important Legal Information

Exhibit
C

All to whom these presents shall come. Greeting:

I, _____, of the authority vested in me by the Archivist of the United States, I certify on his behalf, under the authority of the National Archives of the United States, that the attached reproduction(s) is a true and correct copy of the documents in his custody.

SIGNATURE <i>Rose Parisse</i>	
NAME Rose Parisse	DATE 03.04.11
TITLE Assistant Director	
NAME AND ADDRESS OF DEPOSITORY National Archives & Records Administration-Central Plains Region 17501 W. 98th, Suite 47-48 Lenexa, KS 66219	

NA FORM 14007 (10-86)

<input type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ A claim is unsecured if there is no collateral or other property of the Debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.	<input type="checkbox"/> Up to \$900 of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or Penalties of governmental units - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other - 11 U.S.C. § 507(a)(2), (a)(5), (a)(8) - (Circle applicable §)
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED \$ _____ (Unsecured) \$ <u>5,900</u> (Secured) \$ _____ (Priority)	\$ <u>52,335.90</u> (Total)
<input type="checkbox"/> Check this box if claim includes additional charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.	
6. CREDITS AND DEBITS: Amount of all payments on this claim have been credited and deducted for the purpose of this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.	
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.	
8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and a copy of this proof of claim.	
DATE: <u>August 26, 1998</u>	
IF DISTRIBUTION IS REQUESTED TO BE MADE TO ANY ATTORNEY OR AGENT FOR CLAIMANT, PROPER POWER OF ATTORNEY MUST BE FILED WITH THE ATTORNEY OF RECORD FOR A JUDGEMENT CREDITORS.	
Creditor's Name: <u>U.C. Lending Corporation</u> Address: <u>P.O. Box 2587</u> <u>Baton Rouge, LA 70821</u> BY: <i>Melody Lambert</i> Signature of individual, attorney, agent or party authorized to make proof of claim. MELODY LAMBERT, BANKRUPTCY SPECIALIST	

Penalty for presenting fraudulent claim: fine of up to \$500,000 or imprisonment for up to 5 years or both 11 U.S.C. §§ 152 and 357i

If entity OTHER than the creditor is to receive notice and distributions,

COMPLETE BELOW:
 Name: _____
 Address: _____

ARREARAGE STATEMENT

DEBTOR: Cloris Warren

CASE NUMBER: 98-47544-399

CODEBTOR:

LOAN NUMBER: 258 000 09764

PRE-PETITION PAYMENTS DUE:

FROM: 03/98 TO: 07/98

5 PAYMENTS OF \$504.47 (PRINCIPAL & INTEREST ONLY) \$ 2,522.35

UNPAID LATE CHARGES \$ 4.15

RETURN CHECK CHARGES \$ 0.00

ESCROW ADVANCE (TAXES & INSURANCE) \$ 353.72

LEGAL FEES AND COSTS \$ 0.00

OTHER CHARGES (BPO AND/OR PROPERTY INSPECTIONS) \$ 0.00

TOTAL ARREARAGE THROUGH 07/14/98 \$ 2,880.22

SECURED CLAIM AMOUNT (PAYOFF THROUGH 08/26/98) \$ 52,335.90

INTEREST RATE ON MORTGAGE NOTE 11.850 %

ONGOING MONTHLY PAYMENT (INCLUDES MONTHLY ESCROW DEPOSIT) \$ 577.18

UNITED COMPANIES LENDING CORPORATION

COMPLETED BY: MELODY LAMBERT

August 26, 1998

PHONE (504) 987-3239

PROOF OF CLAIM

United States Bankruptcy Court
Eastern District of Missouri

Case Number
98-47544-399

RECEIVED & FILED

Name (Name of Debtor)

Cloris Warren /

Chapter 7 11 12 13

SEP 24 9 11 AM '98

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money)
U.C. Lending Corporation

THIS SPACE IS FOR
COURT USE ONLY
CLERK, U.S. B.

Account or other number by which creditor identifies debtor
258 000 09764

Check here if this claim REPLACES a previously filed claim, dated: _____
 AMENDS

1. Basis for Claim

- Goods Sold
- Services Performed
- Money Loaned
- Personal Injury/Wrongful Death
- Taxes
- Other

- Retiree benefits as defined in 11 U.S.C. § 114(a)
- Wages, salaries, and compensation (fill out below)
Your social security number _____
Unpaid compensations for services performed
from _____ to _____
(date) (date)

2. DATE DEBT WAS INCURRED
08/14/95

3. IF COURT JUDGEMENT, DATE OBTAINED

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

SECURED CLAIM \$ 52,335.90

UNSECURED PRIORITY CLAIM \$ _____

Attach evidence of perfection of security interest
Brief Description of Collateral:
 Real Estate Motor Vehicle Other (Describe Briefly)
(Ongoing: \$577.18)
Amount of arrearage and other charges at time case filed included in Secured claim above, if any \$ 2,880.22

- Specify the priority of the claim.
- Wages, salaries, or commissions (up to \$2000), earned not more 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a)(3)
 - Contributions to an employee benefit plan - U.S.C. § 507 (a)(4)
 - Up to \$900 of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)
 - Taxes or Penalties of governmental units - 11 U.S.C. § 507 (a)(7)
 - Other - 11 U.S.C. § 507(a)(2), (a)(5), (a)(8) - (Circle applicable §)

UNSECURED NONPRIORITY CLAIM \$ _____
A claim is unsecured if there is no collateral or lien on property of the Debtor securing the claim or to the extent that the value of such Property is less than the amount of the claim.

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED \$ _____ \$ 52,335.90 \$ _____
(Unsecured) (Secured) (Priority)

\$52,335.90
(Total)

Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim have been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

Check box if you are aware that anyone else has filed a claim relating to your claim. Attach copy of statement giving particulars.

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgements, or evidence of security interests. If The documents are not available, explain. If the documents are voluminous, attach a summary.

Check box if you have never received any notices from bankruptcy court in this case.

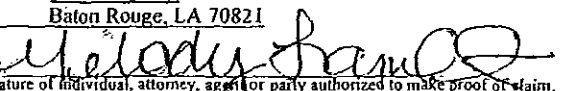
8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and a copy of this proof of claim.

Check box if the address differs from the address on the envelope sent to you by the court.

DATE: August 26, 1998

Creditor's
Name: U.C. Lending Corporation
Address: P.O. Box 2587
Baton Rouge, LA 70821

IF DISTRIBUTION IS REQUESTED TO BE MADE TO ANY ATTORNEY OR AGENT FOR CLAIMANT, PROPER POWER OF ATTORNEY MUST BE FILED BY THE ATTORNEY OF RECORD FOR A JUDGEMENT CREDITOR

BY: 
Signature of individual, attorney, agent or party authorized to make proof of claim.
MELODY LAMBERT, BANKRUPTCY SPECIALIST

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or Imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571

If entity OTHER than the creditor is to receive notice and distributions,

COMPLETE BELOW:
Name: _____
Address: _____

Loan No: 258-00009764
Borrower: CLORIS WARREN

Data ID: 669

NOTE

August 14, 1995

SAINT LOUIS

MISSOURI

9422 WESTCHESTER DRIVE
SAINT LOUIS, MISSOURI 63136
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 49,600.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is

AMERICAN EQUITY MORTGAGE, INC.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.85 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on October 1, 1995.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I pay due under this Note. My monthly payments will be applied to interest before principal. If, on September 1, 2024, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 111 West Port Plaza, #101, St. Louis, MO 63146, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 504.47.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may prepay all or any part of the unpaid balance of the principal at any time, in which event Note Holder may, at its option, assess a prepayment penalty of 2.00% of the amount prepaid in the first three years (36 month period).

By accepting partial payment of any payment, Note Holder does not waive the right to collect the remainder of such payment. Acceptance of any payment after maturity, or waiver of any breach or default of the terms of this Note shall not constitute a waiver of any later or other breach or default, and failure of Note Holder to exercise any of its rights shall not constitute waiver of such rights.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limits; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of the payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Acceleration

If I am in default, the Note Holder may without notice or demand, unless otherwise required by applicable law, require me to pay immediately the full amount of principal that has not been paid and all the interest that I owe on that amount.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees of up to 15.00% of the sums due under this Note or the amount allowable under applicable state law.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a written notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 7(A) above or at a different address if I am given a notice of that different address.

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety, or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of notice of acceleration, presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

J. Schuman

Cloris Warren (Seal)

CLORIS WARREN - Borrower

(Seal)

-Borrower

(Seal)

-Borrower

(Seal)

-Borrower

[Sign Original Only]

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

PAY TO THE ORDER OF
UNITED COMPANIES LENDING CORPORATION
WITHOUT RECOURSE

FOR: AMERICAN EQUITY MORTGAGE, INC.

By: *Gary L. Averitt*

GARY L. AVERITT,
COLLATERAL OPERATIONS MANAGER

(Printed Name and Title)
FEDERAL HOME LOAN BANK OF DALLAS
ATTORNEY-IN-FACT (CUSTODIAN AND BAILEE)

2/11/95 135

737

9507077
UN

Return to: EQUITY TITLE COMPANY OF MISSOURI
2043 WOODLAND PARKWAY, SUITE 105
SAINT LOUIS, MISSOURI 63146

[Space Above This Line For Recording Data]

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on the 14th day of August, 1995.
The grantor is CLORIS WARREN AND WILLIE C. WARREN, WIFE AND HUSBAND ("Borrower").

The trustee is JEFFREY A. WIND ("Trustee").

The beneficiary is AMERICAN EQUITY MORTGAGE, INC. a corporation, which is organized and existing under the laws of the State of MISSOURI, and whose address is 111 West Port Plaza, #101, St. Louis, MO 63146 ("Lender").

Borrower owes Lender the principal sum of FORTY-NINE THOUSAND SIX HUNDRED and NO/100----Dollars (U.S. \$ 49,600.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in SAINT LOUIS County, Missouri:

~~SEE BACK DESCRIPTION ATTACHED HERETO FOR COMPLETE AND DETAILED DESCRIPTION~~

LOT 34 OF HATHAWAY HILLS NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 53 PAGE 9 OF THE ST. LOUIS COUNTY RECORDS.

289

which has the address of 9422 WESTCHESTER DRIVE,

Missouri

63136
[Zip Code]

[Street]

SAINT LOUIS,
[City]
("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard or Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. **Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property.

Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights In the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees of up to 15.00% of the sums due under the Note described above or the amount allowable under applicable state law; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Following Borrower's breach of any covenant or agreement in this Security Instrument, 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 and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees of up to 15.00% of the sums due under the Note described above or the amount allowable under applicable state law and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's fees and attorneys' fees of up to 15.00% of the sums due under the Note described above or the amount allowable under applicable state law; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

16

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Lease of the Property. Trustee hereby leases the Property to Borrower until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions: Borrower, and every person claiming an interest in or possessing the Property or any part thereof, shall pay rent during the term of the lease in the amount of one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

Trustee:

AMERICAN EQUITY MORTGAGE, INC.

By: _____
Its: _____

By: _____
Its: _____

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Willie C. Warren (Seal)
WILLIE C. WARREN -Borrower

Cloris Warren (Seal)
CLORIS WARREN -Borrower

.....(Seal)
-Borrower

.....(Seal)
-Borrower

.....(Seal)
-Borrower

Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

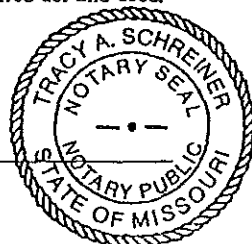
ACKNOWLEDGMENT OF BORROWER

State of MISSOURI
County of SAINT LOUIS

§
§

On this 14th day of AUGUST, 1995, before me personally appeared CLORIS WARREN AND WILLIE C. WARREN to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[Seal]



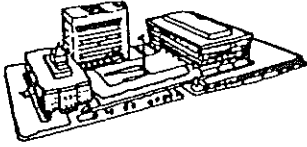
My commission expires: _____

Tracy A. Schreiner

Title

TRACY A. SCHREINER
NOTARY PUBLIC - STATE OF MISSOURI
MY COMMISSION EXPIRES MAY 15, 1999
ST. CHARLES COUNTY

17



REC-1/89 Rev-4/94

DANIEL T. O'LEARY
RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL • CLAYTON, MO 63105

Michael D. McIver
Director of Revenue



RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

DOCUMENT NO (SHOWN ON THE 1st PAGE OF INSTRUMENT, AND ALSO AT THE FOOT OF THIS PAGE.

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS
FILED FOR RECORD

95 AUG 18 AM 8:52

RECORDER OF DEEDS
ST. LOUIS COUNTY, MO.

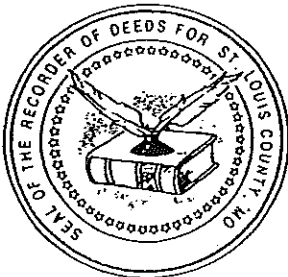
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

I, the undersigned Recorder of Deeds for said county and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time and on the day, month and year, all as same appears hereon, and is truly recorded in the book and at the pages indicated on said instrument.

In witness whereof I have hereunto set my hand and official seal on the same day, month and year stamped and shown above.

Daniel T. O'Leary
Recorder of Deeds
St. Louis County, Missouri

By [Signature]
Deputy Recorder



RECORDING FEES
DOCUMENT \$ 70
STATE USER \$ 4.00
MHT FUND \$ 3.00
FAHF FUND \$ 3.00
POSTAGE \$ _____
TOTAL \$ 77

19

BK 10580 649

Filed for Record Aug 18, 1995
Daily No. 00289

____ N.P.
____ N.P.C.
____ N.N.C.
____ N.N.I.

DESTINATION CODE _____ NOTATION _____

END OF DOCUMENT
Do Not Remove This Page

B-10580 F-0644/0649

Exhibit B



Prepared for: CLORIS B TORREY
Date: July 21, 2015
Report number: 1071-4870-95

Personal statements you've asked us to include You've given us the following statement to include every time a company asks us for your credit report:

"ID SECURITY ALERT: FRAUDULENT APPLICATIONS MAY BE SUBMITTED IN MY NAME OR MY IDENTITY MAY HAVE BEEN USED WITHOUT MY CONSENT TO FRAUDULENTLY OBTAIN GOODS OR SERVICES. DO NOT EXTEND CREDIT WITHOUT FIRST VERIFYING THE IDENTITY OF THE APPLICANT. THIS SECURITY ALERT WILL BE MAINTAINED FOR 90 DAYS BEGINNING 06-18-15."

Your accounts that may be considered negative

The most common items in this section are late payments, accounts that have been charged off or sent to collection, bankruptcies, liens, and judgments. It also may contain items that are not necessarily negative, but that a potential creditor might want to review more closely, such as an account that has been settled or transferred. This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies, which may remain for up to 10 years. Unpaid tax liens may remain for up to 10 years from the filing date, and paid tax liens may remain for up to seven years from the filing date. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

Payment history legend

Current/Terms of agreement met	Voluntarily surrendered
Account 30 days past due	Repossession
Account 60 days past due	Paid by creditor
Account 90 days past due	Insurance claim
Account 120 days past due	Claim filed with government
Account 150 days past due	Defaulted on contract
Account 180 days past due	Collection
Creditor received deed	Charge off
Foreclosure proceedings started	Closed
Foreclosed	No data for this time period

Credit items

CHASE MTG PO BOX 24696 COLUMBUS OH 43224 Phone number (800) 848 9136 Partial account number 156000533.... Address identification number 0131393614	Date opened Aug 1995 First reported Oct 2008 Date of status Oct 2012	Type Mortgage Terms 2 Years Monthly payment Not reported	Credit limit or original amount \$49,600 High balance Not reported	Recent balance \$0 as of Jun 2013	Responsibility Individual Status Discharged through Bankruptcy Chapter 13. This account is scheduled to continue on record until Oct 2019. Comment Account information disputed by consumer (Meets requirement of the Fair Credit Reporting Act). This item remained unchanged from our processing of your dispute in Jul 2015. Account History Debt included in Chapter 13 Bankruptcy on Oct 05, 2012.
--	--	--	---	---	--

20

Exhibit E

1099 DTE:08/27/15 SSN: [REDACTED]-5294 DOC:745 UNIT:CLW PG: 001

+++++FORM SSA-1099 - SOCIAL SECURITY BENEFIT STATEMENT - 2012+++++
+PART OF YOUR SOCIAL SECURITY BENEFITS MAY BE TAXABLE INCOME FOR 2012.
+USE \$ 10236.00 FROM BOX 5 BELOW WITH IRS NOTICE 703 TO SEE IF ANY PART
OF YOUR BENEFITS MAY BE TAXABLE ON YOUR FEDERAL INCOME TAX RETURN.
+ALSO SEE ATTACHED GENERAL INFORMATION.

- BOX 1. NAME-CLORIS BANKS TORREY
BOX 2. BENEFICIARY SOCIAL SECURITY NUMBER-[REDACTED]-5294 (SEE BOX 8 BELOW)
BOX 3. BENEFITS FOR 2012- \$ 10236.00 (SEE DESCRIPTION OF AMOUNT IN BOX 3 BELOW)
BOX 4. BENEFITS REPAID TO SSA IN 2012-NONE
(SEE DESCRIPTION OF AMOUNT IN BOX 4 BELOW)
BOX 5. NET BENEFITS (BOX 3 MINUS BOX 4) FOR 2012-\$ 10236.00
BOX 6. VOLUNTARY FEDERAL INCOME TAX WITHHELD-NONE
BOX 7. ADDRESS-CLORIS B TORREY 9422 WESTCHESTER DR
JENNINGS MO 63136-5136
BOX 8. CLAIM NUMBER-496-54-5294A (USE THIS NUMBER IF YOU NEED TO CONTACT SSA)

+++DESCRIPTION OF AMOUNT IN BOX 3+++

ADD:
PAID BY CHECK OR DIRECT DEPOSIT-----\$ 10236.00
MEDICARE PART B-----\$ 0.00
MEDICARE PART C-----\$ 0.00
MEDICARE PART D-----\$ 0.00
WORKERS COMPENSATION OFFSET-----\$ 0.00
DEDUCTIONS FOR WORK OR OTHER ADJUSTMENTS-----\$ 0.00
PAID TO ANOTHER FAMILY MEMBER-----\$ 0.00
ATTORNEY FEES-----\$ 0.00
VOLUNTARY FEDERAL INCOME TAX WITHHELD-----\$ 0.00
TREASURY BENEFIT PAYMENT OFFSET, GARNISHMENT AND/OR TAX LEVY-----\$ 0.00
TOTAL ADDITIONS-\$ 10236.00
SUBTRACT:
NONTAXABLE PAYMENTS-----\$ 0.00
AMOUNTS FOR OTHER FAMILY MEMBERS PAID TO YOU-----\$ 0.00
TOTAL SUBTRACTIONS-\$ 0.00
BENEFITS FOR 2012 (AMOUNT SHOWN IN BOX 3)-\$ 10236.00

+++DESCRIPTION OF AMOUNT IN BOX 4+++

ADD:
CHECKS RETURNED TO SSA-----\$ 0.00
DEDUCTIONS FOR WORK OR OTHER ADJUSTMENTS-----\$ 0.00
OTHER REPAYMENTS-----\$ 0.00
BENEFITS REPAID TO SSA IN 2012 (AMOUNT SHOWN IN BOX 4)-\$ 0.00

Social Security Administration
8800 Watson Road
Suite 100
Saint Louis, MO 63119

Exhibit
F

Charlie A. Dooley
County Executive

Saint Louis
COUNTY
REVENUE

Eugene K. Leung
Director of Revenue

August 21, 2015

TORREY RONALD ROY SR & CLORIS BANKS H/W
9422 WESTCHESTER DR
SAINT LOUIS MO 63136

Re: 2013 & 2014 Real Estate
9422 Westchester Dr
Locator #13F530460
REFUND AMT: \$1,062.27-2013
\$1,307.65-2014

Dear Property Owner:

With regard to the above referenced Real Property tax record, a duplicate payment was posted for 2013 & 2014.

For 2013 we have received cash payments: One posted on 11/20/13 for \$500.00
One posted on 12/03/13 for \$562.00

A duplicate payment was posted on your account by Chase on 12/05/13 for \$1,062.27

For 2014 we have received a cash payment posted to your account on 12/03/14 of \$1,307.65.
A duplicate payment was posted on your account by Chase on 12/04/14 for \$1,307.65.

If you are responsible for paying your own taxes or escrow your taxes with J.P. Morgan Chase, please contact them to ascertain whether they attempted to make payments to this office on your behalf.

If you are due the refunds for the duplicate payments, please fill out and return the forms enclosed along with copies of a picture ID for each person.

Feel free to contact the undersigned with related questions or concerns.

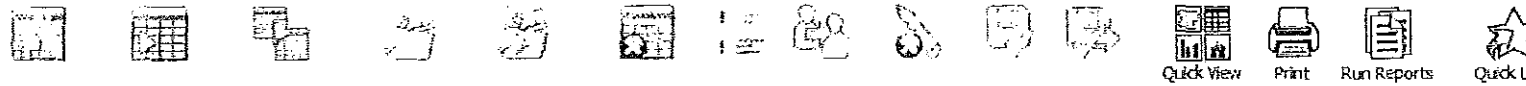
Respectfully,
Jeffrey Parks
Jeffrey Parks
Fiscal Services Manager

Enclosure
JC

22

COLLECTION DIVISION

Parcel ID: 13F530460 TORREY RONALD ROY SR & CLORIS BANKS HW 9422 WESTCHESTER DR SAINT LOUIS MO



Payments Payment Detail

Payment#	Effective Date	Business Date	Amount	Tax Year	Pymt Source	Pymt Type	Method1	Roll Type	Batch	Batch Seq	Trans#	Own#	W
1975473	30-NOV-2007	30-NOV-2007	1,227.10	2007	MCPAY	NML		REAL	0	1877	0	0	F
8879249	01-DEC-2008	01-DEC-2008	1,252.51	2008	MCPAY	NML		REAL	0	2277	0	0	F
9777672	03-DEC-2009	03-DEC-2009	1,198.13	2009	MCPAY	NML		REAL	0	24295	0	0	F
10681920	02-DEC-2010	02-DEC-2010	1,282.87	2010	MCPAY	NML		REAL	0	24915	0	0	F
11596086	05-DEC-2011	05-DEC-2011	1,243.10	2011	MCPAY	NML		REAL	0	23702	0	0	F
12508278	05-DEC-2012	05-DEC-2012	1,248.27	2012	MCPAY	NML		REAL	0	23805	0	0	F
13440167	05-DEC-2013	05-DEC-2013	1,062.27	2013	INTERFACE	NML	WIRE	REAL	0	2	0	0	F
13317798	03-DEC-2013	03-DEC-2013	562.27	2013	Novah	NML	CA	REAL	9996	1	141	0	C
13278194	20-NOV-2013	20-NOV-2013	500.00	2013	Novah	NML	CA	REAL	9949	1	62	0	C
14369719	04-DEC-2014	04-DEC-2014	1,307.65	2014	MCPAY	NML	WIRE	REAL	0	5	0	0	F
14232671	03-DEC-2014	03-DEC-2014	1,307.65	2014	Novah	NML	CA	REAL	11396	1	262	0	C

Payee Name/Address

2014 - Tax Due + Pd \$ 1,307.65 - Paid in Full
 2013 - Tax Due + Pd \$ 1,062.27 - Paid in Full

Exhibit E

SR,CLOSED

**U.S. District Court
Eastern District of Missouri (St. Louis)
CIVIL DOCKET FOR CASE #: 4:14-cv-01676-CDP
Internal Use Only**

Torrey v. JP Morgan Chase Bank, N.A.
Assigned to: District Judge Catherine D. Perry
Cause: 28:1331 Fed. Question

Date Filed: 09/29/2014
Date Terminated: 04/29/2015
Jury Demand: Plaintiff
Nature of Suit: 370 Other Fraud
Jurisdiction: Federal Question

Plaintiff

Cloris Banks Torrey
formerly known as
Cloris Warren

represented by **Cloris Banks Torrey**
9422 Westchester Drive
St. Louis, MO 63136
PRO SE

V.

Defendant

JP Morgan Chase Bank, N.A.

represented by **Brian C. Walsh**
BRYAN CAVE LLP
One Metropolitan Square
211 North Broadway
Suite 3600
St. Louis, MO 63102
314-259-2717
Fax: 314-552-8717
Email: brian.walsh@bryancave.com
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

EMC Mortgage LLC

represented by **Brian C. Walsh**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

**Bank of New York, Mellon
Corporation**

represented by **Brian C. Walsh**
(See above for address)
LEAD ATTORNEY
ATTORNEY TO BE NOTICED

Defendant

Does 1 - 100

24

Date Filed	#	Docket Text
09/29/2014	1	COMPLAINT against defendants Bank of New York, Mellon Corporation; EMC Mortgage LLC; and JP Morgan Chase Bank, N.A., with Jury Demand, filed by Cloris Banks Torrey. \$400 filing fee paid. (Attachments: # 1 Exhibit, # 2 Original Filing Form, # 3 Civil Cover Sheet, # 4 Proposed Summons, # 5 Judge Assignment Label)(WAF) (Entered: 09/29/2014)
09/29/2014	2	NOTICE OF PROCESS SERVER filed by Plaintiff Cloris Banks Torrey. Process Server: Unknown Flynn to serve all three defendants. (WAF) (Entered: 09/29/2014)
09/29/2014		Case Opening Notification: Judge Assigned: Honorable Catherine D. Perry. (WAF) (Entered: 09/29/2014)
09/29/2014		***REMARK Corporate Disclosure forms issued with service of process packets to defendants. (WAF) (Entered: 09/29/2014)
09/29/2014		Receipt 4644045516 in the amount of \$400.00 for CIVIL FILING FEE on behalf of Cloris Torrey (CCAM) (Entered: 09/30/2014)
09/29/2014		Summons Issued as to defendants Bank of New York, Mellon Corporation; EMC Mortgage LLC; and JP Morgan Chase Bank, N.A. @ 21 days. The summons were hand delivered to Pro Se Litigant at Intake Counter upon filing of lawsuit. (WAF) (Entered: 10/01/2014)
09/30/2014	3	SUPPLEMENTAL re 1 Complaint - Exhibit 20 by Plaintiff Cloris Banks Torrey. (MCB) (Entered: 10/02/2014)
10/21/2014	4	MOTION to Dismiss for Lack of Jurisdiction , MOTION to Dismiss Case <i>for Failure to State a Claim</i> by Defendants Bank of New York, Mellon Corporation, EMC Mortgage LLC, JP Morgan Chase Bank, N.A.. (Attachments: # 1 Exhibit A Order of Missouri Court of Appeals, # 2 Exhibit B Order of District Court, # 3 Exhibit C Judgment of 8th Circuit) (Walsh, Brian) (Entered: 10/21/2014)
10/21/2014	5	MEMORANDUM in Support of Motion re 4 MOTION to Dismiss for Lack of Jurisdiction MOTION to Dismiss Case <i>for Failure to State a Claim</i> filed by Defendants Bank of New York, Mellon Corporation, EMC Mortgage LLC, JP Morgan Chase Bank, N.A.. (Walsh, Brian) (Entered: 10/21/2014)
10/28/2014	6	AMENDED COMPLAINT against defendant Bank of New York, Mellon Corporation, Does 1 - 100, EMC Mortgage LLC, JP Morgan Chase Bank, N.A. Amendment to 1 Complaint filed by Cloris Banks Torrey. Related document: 1 Complaint, filed by Cloris Banks Torrey. (Attachments: # 1 Exhibits)(CBL) (Entered: 10/29/2014)
10/30/2014	7	MEMORANDUM in Opposition re 4 MOTION to Dismiss for Lack of Jurisdiction MOTION to Dismiss Case <i>for Failure to State a Claim</i> filed by Plaintiff Cloris Banks Torrey. (MCB) (Entered: 10/30/2014)

11/03/2014	<u>8</u>	Second MOTION to Dismiss Case <i>for Failure to State a Claim</i> , Second MOTION to Dismiss for Lack of Jurisdiction by Defendants Bank of New York, Mellon Corporation, EMC Mortgage LLC, JP Morgan Chase Bank, N.A.. (Attachments: # <u>1</u> Exhibit 1 Order of Missouri Court of Appeals, # <u>2</u> Exhibit 2 Memorandum and Order in Federal Litigation, # <u>3</u> Exhibit 3 Judgment of Eighth Circuit)(Walsh, Brian) (Entered: 11/03/2014)
11/03/2014	9	MEMORANDUM in Support of Motion re <u>8</u> Second MOTION to Dismiss Case <i>for Failure to State a Claim</i> Second MOTION to Dismiss for Lack of Jurisdiction filed by Defendants Bank of New York, Mellon Corporation, EMC Mortgage LLC, JP Morgan Chase Bank, N.A.. (Walsh, Brian) (Entered: 11/03/2014)
11/03/2014	<u>10</u>	PRO SE MOTION to file newly discovered material by Plaintiff Cloris Banks Torrey. (MCB) (Entered: 11/04/2014)
11/03/2014	<u>11</u>	MOTION for Leave to file Second Verified Amended Relief by an Independent Action in Equity by Plaintiff Cloris Banks Torrey. (Attachments: # <u>1</u> Verified Amended Relief, # <u>2</u> Exhibits A - E, # <u>3</u> Exhibits F- O)(MCB) (Entered: 11/04/2014)
11/10/2014	<u>12</u>	RESPONSE in Opposition re <u>11</u> MOTION for Leave to to file Second Verified Amended Relief by an Independent Action in Equity filed by Defendants Bank of New York, Mellon Corporation, EMC Mortgage LLC, JP Morgan Chase Bank, N.A.. (Walsh, Brian) (Entered: 11/10/2014)
11/10/2014	<u>13</u>	RESPONSE in Opposition re <u>8</u> Second MOTION to Dismiss Case <i>for Failure to State a Claim</i> Second MOTION to Dismiss for Lack of Jurisdiction filed by Plaintiff Cloris Banks Torrey. (Attachments: # <u>1</u> Affidavit, # <u>2</u> Exhibits 1 - 5)(MCB) (Entered: 11/12/2014)
11/17/2014	<u>15</u>	REPLY to Response to Motion re <u>11</u> MOTION for Leave to to file Second Verified Amended Relief by an Independent Action in Equity filed by Plaintiff Cloris Banks Torrey. (Attachments: # <u>1</u> Exhibits)(CBL) (Entered: 11/18/2014)
11/18/2014	<u>14</u>	REPLY to Response to Motion re <u>8</u> Second MOTION to Dismiss Case <i>for Failure to State a Claim</i> Second MOTION to Dismiss for Lack of Jurisdiction filed by Defendants Bank of New York, Mellon Corporation, EMC Mortgage LLC, JP Morgan Chase Bank, N.A.. (Walsh, Brian) (Entered: 11/18/2014)
11/21/2014	<u>16</u>	Jurisdiction Challenge and Response Renewed Motion to Dismiss AND MOTION to Strike for Insufficiency by Plaintiff Cloris Banks Torrey. (EAB) (Entered: 11/24/2014)
12/01/2014	<u>17</u>	MOTION for Default Judgment by Plaintiff Cloris Banks Torrey. (EAB) (Entered: 12/01/2014)
12/03/2014	<u>18</u>	RESPONSE in Opposition re <u>17</u> MOTION for Default Judgment filed by Defendants Bank of New York, Mellon Corporation, EMC Mortgage LLC, JP Morgan Chase Bank, N.A.. (Walsh, Brian) (Entered: 12/03/2014)
12/08/2014	<u>19</u>	REPLY (entitled: Plaintiff's Motion for Request of Entry of Default

		Judgment Plaintiff's Response and Memorandum to Defendant's Response in Opposition to Motion For Default) to Response to Motion re 17 MOTION for Default Judgment filed by Plaintiff Cloris Banks Torrey. (MCB) (Entered: 12/09/2014)
12/12/2014	20	MOTION to Withdraw Affidavit Filed on December 8, 2014 for Relevance re: 19 Reply to Response to Motion by Plaintiff Cloris Banks Torrey. (MCB) (Entered: 12/15/2014)
12/22/2014	21	PRO SE MOTION to file new material evidence attached exhibits in opposition to defendant's force-placed insurance for unjust enrichment by Plaintiff Cloris Banks Torrey. (MCB) (Entered: 12/23/2014)
01/12/2015	22	NEW AND MATERIAL EVIDENCE MOTION to Strike For Relevance and Take Judicial Notice by Plaintiff Cloris Banks Torrey. (MCB) (Entered: 01/12/2015)
01/21/2015	23	PRO SE MOTION to File New Material Evidence Addendum by Plaintiff Cloris Banks Torrey. (Attachments: # 1 Exhibits)(CBL) (Entered: 01/23/2015)
02/26/2015	24	MOTION for Leave to File "Affidavit" of Dr. Allen Wayne Jones re: Service of Process by Plaintiff Cloris Banks Torrey. (Attachments: # 1 Exhibit A - Affidavit of Dr. Allen Wayne Jones)(CBL) (Entered: 02/27/2015)
02/26/2015	25	MOTION for Hearing on the Pleadings by Plaintiff Cloris Banks Torrey. (CBL) (Entered: 02/27/2015)
03/16/2015	26	PRO SE MOTION for Leave to File Second Amended Complaint by Plaintiff Cloris Banks Torrey. (Attachments: # 1 Attachment Memorandum In Support, # 2 Attachment Second Amended Complaint, # 3 Exhibit A, # 4 Exhibit B, # 5 Exhibit C, # 6 Exhibit D, # 7 Exhibit E, # 8 Exhibit F, # 9 Exhibit I, # 10 Exhibit J, # 11 Attachment Memorandum Requesting Issuance of Summons)(EAB) (Entered: 03/17/2015)
03/19/2015	28	MEMORANDUM in Support re 26 MOTION for Leave to File Second Amended Complaint filed by Plaintiff Cloris Banks Torrey. (EAB) Modified on 3/24/2015 (CBL). (Entered: 03/23/2015)
03/23/2015	27	RESPONSE in Opposition re 26 MOTION for Leave to File Second Amended Complaint filed by Defendants Bank of New York, Mellon Corporation, EMC Mortgage LLC, JP Morgan Chase Bank, N.A.. (Walsh, Brian) (Entered: 03/23/2015)
03/25/2015	29	NOTICE of Marshals Return of served summons issued on March 16, 2015 for Defendant JP Morgan Chase Bank, N.A., EMC Mortgage LLC and Bank of New York, Mellon Corporation by Plaintiff Cloris Banks Torrey. (MCB) (Entered: 03/27/2015)
03/27/2015	30	PRO SE MOTION for this Court to take Judicial Notice by Plaintiff Cloris Banks Torrey. (Attachments: # 1 Exhibits A - E)(MCB) (Entered: 03/30/2015)

03/27/2015	<u>31</u>	REPLY (entitled: Objection to Defendants Response in Opposition to Plaintiff's Second Motion for Leave for Leave to Amend Concurrently with Plaintiff's Motion for Judicial Notice) to Response to Motion re <u>26</u> MOTION for Leave to File Second Amended Complaint filed by Plaintiff Cloris Banks Torrey. (MCB) (Entered: 03/30/2015)
03/30/2015	<u>32</u>	PRO SE MOTION for Judicial Notice of Law in Reply to Defendant's Opposition to Plaintiff's Second Motion for Leave for Leave to Amend Complaint and to Add Newly Discovered Material Schedule Hearing by Plaintiff Cloris Banks Torrey. (MCB) (Entered: 03/31/2015)
04/06/2015	<u>33</u>	PRO SE MOTION to File Validation of Process Server by Plaintiff Cloris Banks Torrey. (Attachments: # <u>1</u> Exhibit A, # <u>2</u> Exhibit B)(EAB) (Entered: 04/07/2015)
04/21/2015	<u>34</u>	PRO SE MOTION leave to file newly discovered evidence order for defendant JP Morgan Chase to validate and prove October 5, 2012 Chapter 13 Bankruptcy by Plaintiff Cloris Banks Torrey. (MCB) (Entered: 04/22/2015)
04/27/2015	<u>35</u>	AFFIDAVIT OF INCIDENTAL DISCOVERY AND ATTACHED EXHIBITS by Plaintiff Cloris Banks Torrey. (Attachments: # <u>1</u> Exhibit BB, # <u>2</u> Exhibit CC)(EAB) (Entered: 04/28/2015)
04/28/2015	<u>36</u>	AFFIDAVIT and Attached Exhibits by Plaintiff Cloris Banks Torrey. (Attachments: # <u>1</u> Exhibit A)(EAB) (Entered: 04/28/2015)
04/28/2015	<u>37</u>	MEMORANDUM of Exhibits by Plaintiff Cloris Banks Torrey. (EAB) (Entered: 04/28/2015)
04/29/2015	<u>38</u>	MEMORANDUM AND ORDER. (See Full Order.) IT IS HEREBY ORDERED that defendants' second motion to dismiss [# <u>8</u>] is GRANTED. IT IS FURTHER ORDERED that plaintiff's motion for leave to file second verified amended relief by an independent action in equity [# <u>11</u>] and motion to file verified second amended complaint to add newly discovered material [# <u>26</u>] are DENIED. IT IS FURTHER ORDERED that all other pending motions in this matter are DENIED as moot. Signed by District Judge Catherine D. Perry on 04/29/2015. (CBL) (Entered: 04/29/2015)
04/29/2015	<u>39</u>	JUDGMENT. In accordance with the Memorandum and Order entered this same date, IT IS HEREBY ORDERED, ADJUDGED AND DECREED that this case is DISMISSED in its entirety, with prejudice. Plaintiff shall bear all taxable costs of this action. Signed by District Judge Catherine D. Perry on 04/29/2015. (CBL) (Entered: 04/29/2015)
04/29/2015		ORDER RECEIPT: (see receipt) Docket No: 38, 39. Orders sent to party not electronically notified this date. Wed Apr 29 13:29:06 CDT 2015 (Long, Carol) (Entered: 04/29/2015)
05/07/2015	<u>40</u>	MOTION for Reconsideration re <u>39</u> Judgment by Plaintiff Cloris Banks Torrey. (MCB) (Entered: 05/08/2015)
05/11/2015	<u>41</u>	Docket Text ORDER: Re: <u>40</u> MOTION for Reconsideration re <u>39</u>

		Judgment by Plaintiff Cloris Banks Torrey ; ORDERED DENIED as plaintiff's most recent filing provides no basis for relief; the Court continues to believe the order entered earlier is correct and there is no legal reason to reconsider or change it. Signed by District Judge Catherine D. Perry on 5/11/15. (CDP) (Entered: 05/11/2015)
05/12/2015		ORDER RECEIPT: (see receipt) Docket No: 41. copy sent to non-electronic party on this date. Tue May 12 09:19:02 CDT 2015 (Brown, Erica) (Entered: 05/12/2015)
05/14/2015	<u>42</u>	PRO SE MOTION for Order to Set Aside Void Judgment Order of Denial Pursuant to Rule 60(b) Relief from a Judgment or Order by Plaintiff Cloris Banks Torrey. (MCB) (Entered: 05/15/2015)
05/18/2015	43	Docket Text ORDER: Re: <u>42</u> PRO SE MOTION for Order to Set Aside Void Judgment Order of Denial Pursuant to Rule 60(b) Relief from a Judgment or Order by Plaintiff Cloris Banks Torrey; ORDERED DENIED as motion provides no basis for relief. Signed by District Judge Catherine D. Perry on 5/18/15. (CDP) (Entered: 05/18/2015)
05/19/2015		ORDER RECEIPT: (see receipt) Docket No: 43. sent to non-electronic party this date Tue May 19 08:54:10 CDT 2015 (Berg, Melanie) (Entered: 05/19/2015)
05/20/2015	44	PRO SE MOTION "Plaintiff's Original Petition for Declaratory Judgment for Reinstatement of Verified Second Amended Relief Independent Action in 4:14CV1676" by Plaintiff Cloris Banks Torrey. (CBL) (Entered: 05/20/2015)
05/21/2015	45	Docket Text ORDER: Re: 44 PRO SE MOTION "Plaintiff's Original Petition for Declaratory Judgment for Reinstatement of Verified Second Amended Relief Independent Action in 4:14CV1676" by Plaintiff Cloris Banks Torrey ; ORDERED DENIED. Signed by District Judge Catherine D. Perry on 5/21/15. (CDP) (Entered: 05/21/2015)
05/21/2015		ORDER RECEIPT: (see receipt) Docket No: 45. sent to non-electronic party this date Thu May 21 09:12:55 CDT 2015 (Berg, Melanie) (Entered: 05/21/2015)
05/26/2015	46	PRO SE MOTION entitled Memorandum Order of the Court to Take Judicial Notice by Attachment of Exhibits and Case Law in Support Filed Herein on Open Record by Plaintiff Cloris Banks Torrey. (CBL) (Entered: 05/26/2015)
06/01/2015	<u>47</u>	PRO SE MOTION entitled Memorandum Order of the Court to Take Judicial Notice by Attachment of Exhibits and Case Law in Support Filed Herein on Open Record by Plaintiff Cloris Banks Torrey. (EAB) (Entered: 06/01/2015)
06/12/2015	48	PRO SE (entitled "Memorandum Notice") MOTION for Summary Judgment and Consolidation of the Cases by Plaintiff Cloris Banks Torrey. (MCB) (Entered: 06/15/2015)
06/16/2015	49	Docket Text ORDER: Re: <u>47</u> PRO SE MOTION entitled Memorandum

		Order of the Court to Take Judicial Notice by Attachment of Exhibits and Case Law in Support Filed Herein on Open Record; 48 PRO SE (entitled "Memorandum Notice") MOTION for Summary Judgment and Consolidation of the Cases; 46 PRO SE MOTION entitled Memorandum Order of the Court to Take Judicial Notice by Attachment of Exhibits and Case Law : ORDERED ALL ARE DENIED; this case was closed on 4/29/15 and the motions are legally frivolous. Signed by District Judge Catherine D. Perry on 6/15/16. (CDP) (Entered: 06/16/2015)
06/17/2015		ORDER RECEIPT: (see receipt) Docket No: 49. copy sent to non-electronic party on this date. Wed Jun 17 09:44:57 CDT 2015 (Brown, Erica) (Entered: 06/17/2015)
06/22/2015	<u>50</u>	NOTICE MEMORANDUM OF EXHIBITS PURSUANT RULE 3.2 EXPEDITING LITIGATION by Plaintiff Cloris Banks Torrey. (Attachments: # 1 Exhibit 1A, # 2 Exhibit 1-A, # 3 Exhibit 1-B, # 4 Exhibit 1-C, # 5 Exhibit 1-D, # 6 Exhibit 1-E)(EAB) (Entered: 06/22/2015)
06/25/2015	51 51	MOTION for Leave to File Memorandum of Exhibits by Plaintiff Cloris Banks Torrey. (Attachments: # 1 Exhibit BC-1F)(EAB) (Entered: 06/25/2015)
08/07/2015	52 52	MOTION for Leave to file new and material evidence and exhibits in support of current complaint for declaratory judgment by Plaintiff Cloris Banks Torrey. (MCB) (Entered: 08/10/2015)
08/28/2015	53 53	PRO SE MOTION to Set Aside Order of August 19, 2015 and for Leave to File Exhibits by Plaintiff Cloris Banks Torrey. (Attachments: # 1 Notice to Public Service Commission, # 2 Notice to USCA, # 3 Exhibits) (CBL) (Entered: 08/28/2015)
08/28/2015	54 54	PRO SE MOTION/Notice: Memorandum of understanding Motion to set-aside order granting motion to dismiss of August 19, 2015. Motion to file memorandum of exhibits of August 27, 2015. Affecting the untimely litigation of the courts by Plaintiff Cloris Banks Torrey. (Document was received in the Court of Appeals on August 28, 2015 and in the District Court on September 2, 2015, therefore, document was filed on August 28, 2015.) (MCB) (Entered: 09/03/2015)

13SL-CC02395-01 CLORIS BANKS TORREY V JP MORGAN CHASE BANK NA ETAL Security Level: 1 Public

Case Type: CC Other Real Estate Actions Case Filing Date: 23-Dec-2013
Status: Tried by Court-Civil
Disposition: Tried by Court-Civil Disposition Date: 13-Mar-2014

		Release/Status Change Date	Reason
Judge	TOM W DE PRIEST JR (23971)		
Judge	JUDY PREDDY DRAPER (32633)	13-Aug-2013	Change of Judge
Plaintiff Acting Pro Se	CLORIS BANKS TORREY (TORCB5294)		
Defendant	J P MORGAN CHASE BANK NA (JPMORGANN)		
Attorney for Defendant	JAMES R WYRSCH JR (53197)		
Attorney for Defendant	HUAN HUAN CAROL LI (63035)		
Defendant	EMC MORTGAGE LLC (EMCMORTG)		
Attorney for Defendant	JAMES R WYRSCH JR (53197)		
Attorney for Defendant	HUAN HUAN CAROL LI (63035)		
Defendant	BANK OF NEW YORK MELLON (BKNEWMELL)		
Attorney for Defendant	JAMES R WYRSCH JR (53197)		
Attorney for Defendant	HUAN HUAN CAROL LI (63035)		

Filing Date	Description
23-Dec-2013	Reopen Dismissal Set Aside
03-Jan-2014	Request Filed Pltfs First Request for Production of Document, Interrogatories Admissions Filed By: CLORIS B TORREY
	Certificate of Service Filed By: CLORIS B TORREY
	Motion for Leave Pltf moves the Court to file Pltfs Second Verified Amended Supplemental Petition with attached Second Verified Amended Supplemental Petition Filed By: CLORIS B TORREY
	Certificate of Service Filed By: CLORIS B TORREY
09-Jan-2014	Motion Filed Pltfs Motion for Certified Transcript to be Made Available Filed By: CLORIS B TORREY
	Motion Filed Verified Emergency Motion to Set Aside Wrongful Foreclosure Cancel Sale and Dismiss Action Failure of Jurisdiction and Lack of Standing Filed By: CLORIS B TORREY
	Certificate of Service Filed By: CLORIS B TORREY
14-Jan-2014	Motion to Dismiss Verified Pltf Motion to Dismiss for Lack of Subject Matter Jurisdiction Filed By: CLORIS B TORREY

Case continued from previous page.

**13SL-CC02395-01 CLORIS BANKS TORREY V JP MORGAN
CHASE BANK NA ETAL****Security Level: 1 Public****Filed By: CLORIS B TORREY****20-Feb-2014 Order****Motion for Leave**

Motion for Leave to file Declaratory Judgment Pursuant to MO Supreme Court Rule 87.01

Filed By: CLORIS B TORREY**13-Mar-2014 Judgment Entered****20-Feb-2014 Order**

Pltfs Memorandum moving the Court for Leave to Assign a Court Appointed Attorney is denied. Pltfs Request to amend shall be taken up for hearing on March 7, 2014 at 9:00 a.m.

Judge Tom DePriest, Jr.

copy of Order sent to plaintiff, copies of pltfs memorandums and Order sent to atty for defts

26-Feb-2014 Motion for Default Judgment

Second Application for Entry of an Interlocutory Order of Default

Filed By: CLORIS B TORREY**13-Mar-2014 Judgment Entered****28-Feb-2014 Request Filed**

Pltfs Request for Judicial Notice of Motion in Opposition to Defts Renewed Motion to Dismiss

Filed By: CLORIS B TORREY**Response Filed**

Pltfs Response in Opposition to Defts JPMorgan Chase Bank N.A. Renewed Motion to Dismiss Lacking Standing in the Alternative Motion for Declaratory Judgment, Currently Filed with Request for Judicial Notice

Filed By: CLORIS B TORREY**Memorandum Filed**

Pltfs Memorandum in Opposition to Defts JPMorgan Chase Bank N.A. Renewed Motion to Dismiss Lacking Standing in the Alternative Motion for Declaratory Judgment, Currently with Request for Judicial Notice

Filed By: CLORIS B TORREY**Response Filed**

Pltfs Response Motion Declaratory Judgment Lacking Standing in Opposition to Defts Motion to Dismiss Verified Second Amended Supplemental Petition

Filed By: CLORIS B TORREY**Motion for Leave**

Motion for Leave to file Declaratory Judgment

Filed By: CLORIS B TORREY**Memorandum Filed**

Case continued from previous page.

**13SL-CC02395-01 CLORIS BANKS TORREY V JP MORGAN
CHASE BANK NA ETAL****Security Level: 1 Public**

Pltfs Memorandum in Support of Declaratory Judgment Lacking Standing in Opposition to Defts Motion to Dismiss Verified Second Amended Supplemental Petition

Filed By: CLORIS B TORREY

Certificate of Service

Filed By: CLORIS B TORREY

05-Mar-2014 **Motion to Compel**

Motion to Compel for Proof of Authority to Represent

Filed By: CLORIS B TORREY

Certificate of Service

Filed By: CLORIS B TORREY

07-Mar-2014 **Civil Motion Hearing Held**

Civil Motion Hearing Held

Order

Deft JP Morgan Chase Bank's Motion to Dismiss called, heard and taken under submission. The Court will review the pleadings and enter an order on the Motion in one week.

Judge Tom DePriest, Jr.
copies given

13-Mar-2014 **Judgment Entered**

The Court grants Deft JP Morgan Chase Bank's Motion to Dismiss Pltf Cloris Banks Torrey's Verified Second Amended Supplemental Petition and Pltfs Petition is dismissed with prejudice. All other outstanding Motions filed by Pltf are denied. Pltf has filed other Motions in this proceeding that now are moot in light of the Court's Order on Deft's Motion to Dismiss. Pltfs Motion for Sanctions is denied. Pltfs Entry of Default is denied. Pltfs Motion for Leave to File Declaratory Judgment Pursuant to Missouri Supreme Court Rule 87.01 is denied. Pltfs Motion to Compel for Proof of Authority to Represent is denied. Pltfs Request for Judicial Notice of Motion in Opposition to Defts Renewed Motion to Dismiss is denied. Pltfs Second Application for Entry of an Interlocutory Order of Default is denied. Pltfs Request to Amend is denied.

Judge Tom DePriest, Jr.
copies sent to attys

Tried by Court-Civil

19-Mar-2014 **Memorandum Filed**

Copy of Motion to Void Judgment Dated March 13, 2013 filed in the United States District Court Eastern Missouri

Filed By: CLORIS B TORREY

25-Apr-2014 **Appeal Costs Taxed**

NOT. OF APPEAL FILED & PAID BY CLORIS BANKS TORREY PET. \$70.00 M.O.
#22046650198 4/25/14

29-Apr-2014 **Appeal Filed**

“EXHIBIT” TT2

RECEIVED

AUG 28 2015

U. S. DISTRICT COURT
EASTERN DISTRICT OF MO
ST. LOUIS

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

RECEIVED

AUG 28 2015

U. S. DISTRICT COURT
EASTERN DISTRICT OF MO
ST. LOUIS

CLORIS BANKS TORREY) Case No. 4: 14CV01676 CDP
PLAINTIFF,)
v.)
JP MORGAN CHASE BANK NA.)
DEFENDANTS)

RECEIVED

AUG 28 2015

U.S. COURT OF APPEALS
EIGHTH CIRCUIT

NOTICE: MEMORANDUM OF UNDERSTANDING MOTION TO SET-ASIDE ORDER GRANTING MOTION TO DISMISS OF AUGUST 19, 2015. MOTION TO FILE MEMORANDUM OF EXHIBITS OF AUGUST 27, 2015. AFFECTING THE UNTIMELY LITIGATION OF THE COURTS.

Notice is hereby given this 27th day of August 2015 to the Parties and the Courts.

Come Now Plaintiff Cloris Banks Torrey respectfully move the Court to file Memorandum of Understanding Motion to set aside Order Granting Motion to Dismiss issued signed on August 19, 2015 and Motion to file Memorandum of Exhibits pursuant to Local Rule 30.2. Plaintiff respectfully shows Evidence in Support of Motion. That:

A memorandum of understanding (MoU) describes a bilateral or multilateral agreement between two or more parties. It expresses a convergence of will between the parties, indicating an intended common line of action. It is often used in cases where parties cannot create a legal commitment or in situations where the parties cannot create a legally enforceable agreement. It is a more formal alternative to a gentleman's agreement.

JOAN M. GILMER
CIRCUIT CLERK
2015 AUG 31 PM 2:21

RECEIVED AND FILED
CIRCUIT COURT OF
ST. LOUIS COUNTY

Where or not a document constitutes a binding contract depends only on the presence or absence of well- defined legal elements in the text proper of the document (the so called, "four corners"). The required elements are: offer and acceptance, consideration and the intention to be legally bound (animus contrahend).

In the U.S. the specifics can differ slightly depending on whether the contract is for goods; (falls under the Uniform Commercial Code (UCC) or services (falls under the common law of the state). States the following: The Missouri (PSC) under responsibility of Chairman, Daniel Y. Hall do not have Jurisdiction to determine the facts of case number 4:16-CV01676-CDP, ED 101491 and 13SLCC02395 outlining the Admissible Evidence and permitting discovery which prepares the case for competency hearing set at the earliest date available by way of the Clerk of the Court and by the Court General Calendars.

Compliant in all edges that Respondent Laclede Gas Company is a party acting as a Shell Company for the State of Missouri and both are named in the law suit at 4:16 CV01676-CDP ED 101491 and 13SLCC02395, all of which are suppressing and shielding the Bank's Accountability for alleged fraudulent activities that it freely plagued and prays on the masses of the poor and deprived.

This memorandum notice Plaintiff attaches the following evidence in addition to material already in the Court's file as Exhibit (AA p. 1-2-) Exhibit (BB p. 1-2), Exhibit (CC p.1-5) and Exhibit (DD p. 1- 22) as support for this motion herein filed with the Courts to be admitted as evidence that will facilitate the facts finding process.

Plaintiff prays: (a) that the Court declares that the actions of Respondents complained of herein are in violation. Under the Civil Rights Act of 1871 (42 U.S.C.A Section 1983, Fourteen Amendment, and Fourth Amendment. (b) That Respondents are ordered to take affirmative action to ensure that the activities complained of above never again are engaged in by them or any of their agents; (c) That Respondents, their agents, employees, and successors are permanently enjoined from discriminating on the basis of familial status against any persons in violation of the protected rights (d) That appropriate compensatory and punitive damages are awarded to Appellant and against Respondents; (e) That Plaintiff is awarded its cost and reasonable attorney's fees in this action; and (f) That Appellant is awarded such other and further relief as the Court deems just and proper.

Jury Demand Pursuant to Fed. R. Civ. P.38 Appellant hereby demands trial by jury on all issues of controversy in the amount of over \$100.00 dollars.

Date: August 27, 2015

Respectfully, Submitted:

Cloris Banks Torrey, pro se
9422 Westchester Drive
St. Louis, MO. 63136
314-801-3717

Subscribed and sworn before me on this 27th day of August 2015.

Mirela Seric

Notary Public

My Commission Expires: Nov, 5, 2018



CERTIFICATE OF SERVICE

I Cloris Banks Torrey certify that on August 28, 2015 I caused Notice to be sent foregoing first class postage paid via certified U.S. Mail on that date, I served the foregoing upon the following addressed to:

U.S. Inspector General
U.S. DOJ (OIG)
Michael E. Horowitz
950 Pennsylvania Ave.
Washington D.C. 20530

Attorney Brian C. Walsh
One Metropolitan Square
211 North Broadway Suite 3600
St. Louis, MO 63102-2750

Missouri Public Service Commission
Office General Counsel
200 Madison Street Suite 800
P.O. Box 360
Jefferson City, MO 65102

Office of Public Counsel
Dustin Allison
200 Madison Suite 650
P.O. Box 2230
Jefferson City, MO 65102

Laclede Gas Company
Rick E. Zucker
700 Market Street 8th Floor
St. Louis, MO 63101

EXHIBIT AA

EXHIBIT - AA

Saint Louis COUNTY REVENUE

Steven V. Stenger
County Executive

Gregory F. Quinn
Director of Revenue

RE: DUPLICATE PAYMENT FOR 2013 REAL ESTATE TAX BILL

Please be advised the real estate tax bill for the property described on the attached receipt was paid twice. (As indicated by the credit balance amount.) If the property has been sold or re-financed there are several ways this could have happened, such as:

1. The Title Company that did the closing may have issued a check.
2. The old and/or new lender may have paid the tax bill.
3. The seller and/or buyer may have paid the tax bill.
4. The owner or lender may have accidentally made both payments.
5. Any combination of the above.

HOLD HARMLESS STATEMENT

I (we) _____
(name - please print)

of _____
(address)

with regard to the 2013 Real Property tax for the property identified in St. Louis County records by Locator # _____, in accepting a duplicate payment refund of \$ _____, agree to hold the Collector of Revenue for St. Louis County harmless in the event of any other subsequent claim for this refund. In signing this document, I (we) release the Collector of Revenue from liability were any third party, mortgage company or title company to come forward at a later date with a request for this same duplicate payment refund. This document is signed with the understanding that, were that to occur, the Collector of Revenue would be directing the third party, mortgage company or title company to the undersigned for recovery of these funds. Please explain how the duplicate payment happened

RT

_____ Give NAMES of who issued each check please.

One payment by: _____

One payment by: _____

Please circle #1, #2 or #3 : 1. Refinance 2. Purchase 3. Sale Date _____

To substantiate your claim to the above referenced duplicate payment, please return this form filled out and signed, along with a copy of a picture ID for each person whose name is on the enclosed statement. If the refund does not belong to you please check here (X). Phone# 801-3717

Signature(s) _____ Rowland TORREY Sr Date 8-18-2015

[Handwritten Signature]
 CLERK TO R. QUINN
 COLLECTION DIVISION

COLLECTOR OF REVENUE
41 S CENTRAL AVE
ST LOUIS MO 63105
(314) 615-5500

EXHIBIT
AA

**ST LOUIS COUNTY, MISSOURI
REAL ESTATE TAX BILL**

DUPLICATE TAX YEAR
08/21/2015 **2013**

LOCATOR NUMBER: 13F530460	ADDRESS: 9422 WESTCHESTER DR SAINT LOUIS	PIN: 5672
OWNER'S NAME: TORREY RONALD ROY SR & CLORIS BANKS H/W	LEGAL DESCRIPTION: BLK LOT 34 HATHAWAY HILLS NO 4	SCHOOL /SUB: 114A

TORREY RONALD ROY SR & CLORIS BANKS H/W
9422 WESTCHESTER DR
SAINT LOUIS MO 63136

DEST CODE	TAX DISTRIBUTION	
0450	ST. OF MISSOURI	2.98
	COUNTY HEALTH FUND	13.89
	CO. PARK MAINT.	4.96
	COUNTY BOND RETIRE	2.78
	ROAD & BRIDGE	10.42
	ST L COMM COLL	21.82
	SPEC SCH DIST	123.01
	MET ZOO MUS DIST	27.75
	COUNTY LIBRARY	24.80
	SCH-JENNINGS	648.78
	METRO SEWER DIST	8.67
	CTY-JENNINGS	123.51
	SHELTERED WORKSHOP	8.83
	COUNTY GENERAL	19.82
	SEWER LATERAL 2012 Omitted MSD Tax	18.00 2.25

ASSESSED VALUE	TYPE	TAX RATE	SPECIAL ASSESSMENTS
9,920	RESIDENTIAL	10.5041	SEWER LATERAL 2012 Omitted MSD Tax
TAX AMOUNTS			
CURRENT TAX AMOUNT		\$1,042.02	
SPECIAL ASSESSMENTS		\$20.25	
CREDITS		-\$1,062.27	
TOTAL DUE		\$0.00	

MO law 139.100, 52.290 mandates the assessment of interest of 2% per month or any part thereof, plus a 2% penalty for all taxes unpaid by 12 midnight December 31 of tax year.

In compliance with State statute 139.100 payments by mail require "postmark" by United States Postal Service on or before December 31.

Pay taxes online at: WWW.STLOUISCO.COM by authorizing direct debit to your checking/savings account or by credit card. Credit card payments can also be made by calling: 1-877-309-9306. A "convenience fee" may apply.

TEAR HERE AND RETURN LOWER PORTION WITH PAYMENT

LOCATOR NUMBER: 13F530460	SCHOOL/SUB: 114A	CITY CODE: 031	DEST CODE: 0450	ST LOUIS COUNTY, MISSOURI REAL ESTATE TAX BILL			DUPLICATE 08/21/2015	TAX YEAR 2013
VALUATION: 9,920	TYPE: RESIDENTIAL	RATE PER \$100 = 10.5041	CURRENT TAX + 1,042.02	INTEREST + 0.00	PENALTIES + 0.00	SPECIAL ASMT = 20.25	PIN: 5672	PAY THIS AMOUNT \$0.00
			-1,062.27 CREDITS					

Make checks payable to: **COLLECTOR OF REVENUE**

PRINT MAILING ADDRESS CHANGE _____

DESCRIPTION OF PROPERTY 9422 WESTCHESTER DR SAINT LOUIS BLK LOT 34 HATHAWAY HILLS NO 4

TORREY RONALD ROY SR & CLORIS BANKS H/W
9422 WESTCHESTER DR
SAINT LOUIS MO 63136

DUPLICATE RECEIPT PAID DATE: 12/03/2013



EXHIBIT BB

EXHIBIT BB

Saint Louis COUNTY REVENUE

Steven V. Stenger
County Executive

Gregory F. Quinn
Director of Revenue

RE: DUPLICATE PAYMENT FOR 2014 REAL ESTATE TAX BILL

Please be advised the real estate tax bill for the property described on the attached receipt was paid twice. (As indicated by the credit balance amount.) If the property has been sold or re-financed there are several ways this could have happened, such as:

1. The Title Company that did the closing may have issued a check.
2. The old and/or new lender may have paid the tax bill.
3. The seller and/or buyer may have paid the tax bill.
4. The owner or lender may have accidentally made both payments.
5. Any combination of the above.

HOLD HARMLESS STATEMENT

I (we) _____
 (name please print)
 of _____
 (address)

with regard to the 2014 Real Property tax for the property identified in St. Louis County records by Locator # _____ in accepting a duplicate payment refund of \$ _____, agree to hold the Collector of Revenue for St. Louis County harmless in the event of any other subsequent claim for this refund. In signing this document, I (we) release the Collector of Revenue from liability were any third party, mortgage company or title company to come forward at a later date with a request for this same duplicate payment refund. This document is signed with the understanding that, were that to occur, the Collector of Revenue would be directing the third party, mortgage company or title company to the undersigned for recovery of these funds. Please explain how the duplicate payment happened.

Give NAMES of who issued each check please.

One payment by: _____

One payment by: _____

Please circle #1, #2 or #3 : 1. Refinance 2. Purchase 3. Sale Date _____

To substantiate your claim to the above referenced duplicate payment, please return this form filled out and signed, along with a copy of a picture ID for each person whose name is on the enclosed statement. If the refund does not belong to you please check here (9. Phone# 801-3717

Signature(s) _____
 RONALD TORREY SR Date 8-26-2015
 CLORIS B. TORREY
 COLLECTION DIVISION

COLLECTOR OF REVENUE
41 S CENTRAL AVE
ST LOUIS MO 63105
(314) 615-5500

Exhibit

**ST LOUIS COUNTY, MISSOURI
REAL ESTATE TAX BILL**

DUPLICATE
08/21/2015

TAX YEAR
2014

LOCATOR NUMBER	13F530460	ADDRESS	9422 WESTCHESTER DR SAINT LOUIS	PIN	5672
OWNER'S NAME	TORREY RONALD ROY SR & CLORIS BANKS H/W		LEGAL DESCRIPTION	SCHOOL /SUB	114A
			BLK LOT 34 HATHAWAY HILLS NO 4		

TORREY RONALD ROY SR & CLORIS BANKS H/W
9422 WESTCHESTER DR
SAINT LOUIS MO 63136

DEST CODE	TAX DISTRIBUTION	
0450	ST. OF MISSOURI	2.98
	COUNTY HEALTH FUND	13.89
	CO. PARK MAINT.	4.96
	COUNTY BOND RETIRE	1.88
	ROAD & BRIDGE	10.42
	ST L COMM COLL	21.82
	SPEC SCH DIST	125.08
	MET ZOO MUS DIST	27.75
	COUNTY LIBRARY	24.80
	SCH-JENNINGS	648.77
	METRO SEWER DIST	8.72
	FIRE-RIVERVIEW	245.42
	CTY-JENNINGS	123.50
	SHELTERED WORKSHOP	8.93
	COUNTY GENERAL	20.73
	SEWER LATERAL	18.00

ASSESSED VALUE	TYPE	TAX RATE	SPECIAL ASSESSMENTS
9,920	RESIDENTIAL	13.0005	SEWER LATERAL 18.00
TAX AMOUNTS			
CURRENT TAX AMOUNT		\$1,289.65	
SPECIAL ASSESSMENTS		\$18.00	
CREDITS		-\$1,307.65	
TOTAL DUE		\$0.00	

MO law 139.100, 52.290 mandates the assessment of interest of 2% per month or any part thereof, plus a 2% penalty for all taxes unpaid by 12 midnight December 31 of tax year.

In compliance with State statute 139.100 payments by mail require "postmark" by United States Postal Service on or before December 31.

Pay taxes online at: WWW.STLOUISCO.COM by authorizing direct debit to your checking/savings account or by credit card. Credit card payments can also be made by calling: 1-877-309-9306. A "convenience fee" may apply.

TEAR HERE AND RETURN LOWER PORTION WITH PAYMENT

LOCATOR NUMBER	SCHOOL/SUB	CITY CODE	DEST CODE	ST LOUIS COUNTY, MISSOURI REAL ESTATE TAX BILL				DUPLICATE	TAX YEAR
13F530460	114A	031	0450					08/21/2015	2014
VALUATION	TYPE	x RATE PER \$100 =	CURRENT TAX +	INTEREST +	PENALTIES +	SPECIAL ASMT =	PIN 5672		
9,920	RESIDENTIAL	13.0005	1,289.65	0.00	0.00	18.00	PAY THIS AMOUNT		
			-1,307.65	CREDITS			\$0.00		

Make checks payable to: **COLLECTOR OF REVENUE**

PRINT MAILING ADDRESS CHANGE

DESCRIPTION OF PROPERTY
9422 WESTCHESTER DR SAINT LOUIS BLK LOT 34 HATHAWAY HILLS NO 4

TORREY RONALD ROY SR & CLORIS BANKS H/W
9422 WESTCHESTER DR
SAINT LOUIS MO 63136

DUPLICATE RECEIPT PAID DATE: 12/03/2014

EXHIBIT CC

STATE OF MISSOURI
PUBLIC SERVICE COMMISSION

At a session of the Public Service Commission held at its office in Jefferson City on the 19th day of August, 2015.

Cloris and Ronald Torrey,)	
)	
Complainants,)	
)	
v.)	<u>File No. GC-2015-0111</u>
)	
Laclede Gas Company,)	
)	
Respondent.)	

ORDER GRANTING MOTION
TO DISMISS

Issue Date: August 19, 2015

Effective Date: September 18, 2015

The Commission held a prehearing conference on June 1, 2015. On that date Laclede Gas Company and the Staff of the Commission were present. Cloris and Ronald Torrey (Complainants) appeared and presented what is titled: "Affidavit 'Rejection of Invitation to Contract for Discovery'". In that document, among other things, Complainants challenged the subject matter jurisdiction of the Secretary of the Commission and stated that the Secretary has no subject matter jurisdiction. After handing the "Affidavit" to everyone present, Complainants left the hearing room without making any oral statement. The document was subsequently filed in the docket.

The Commission proceeded to go on the record to receive entries of appearances of those present. While on the record, Laclede informed the Commission that Complainants, who protested Laclede's request to inspect gas pipes, have terminated service with

Laclede. Because Complainants no longer have service, Laclede points out that the need to inspect the pipes is moot. Laclede therefore moved for the dismissal of this complaint.

The Commission directed Complainants to respond to Laclede's motion. Complainants then filed what is titled "Notice Memorandum of Exhibits Pursuant [to] Rule 3.2 Expedited Litigation." The document is captioned as being filed in U.S. District Court of the Eastern District of Missouri. Although Complainants' filing may have been prompted by the Commission's order, it was effectively nonresponsive. However, on July 28, 2015, the Commission again directed Complainants to file a response to Laclede's motion. In its order, the Commission informs Complainants that failure to effectively respond to the motion may result in this complaint being dismissed.

Complainants then filed what is titled: "Memorandum Missouri PSC Order Dated July 28, 2015, Plaintiffs Motion to Reopen and File New and Material Evidence and Exhibits" and is captioned as being filed in the U.S. District Court of the Eastern District of Missouri. This filing, like the first one, is non-responsive.

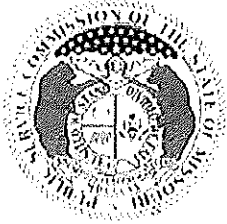
Complainants have failed to respond to Laclede's motion. Because the motion is unopposed, the Commission finds that the complaint is moot and will grant the requested relief.

THE COMMISSION ORDERS THAT:

1. Laclede Gas Company's motion to dismiss is granted.
2. This complaint is dismissed without prejudice.

3. This order shall become effective on September 18, 2015.
4. This file shall be closed on September 19, 2015.

BY THE COMMISSION



Morris L. Woodruff

Morris L. Woodruff
Secretary

Hall, Chm., Stoll, Kenney,
Rupp, and Coleman, CC., concur.

Jones, Senior Regulatory Law Judge

MISSOURI PUBLIC SERVICE COMMISSION

August 19, 2015

File/Case No. GC-2015-0111

**Missouri Public Service
Commission**
Office General Counsel
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounsel@psc.mo.gov

Office of the Public Counsel
Dustin Allison
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opcservice@ded.mo.gov

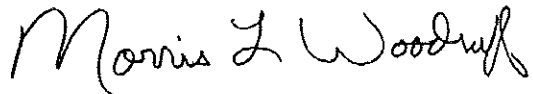
Ronald Torrey
Ronald Torrey
9422 Westchester Drive
St. Louis, MO 63136

Cloris Torrey
Cloris Torrey
9422 Westchester Drive
St. Louis, MO 63136

Laclede Gas Company
Rick E Zucker
700 Market Street, 6th Floor
St. Louis, MO 63101
rick.zucker@thelacledegroup.com

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



Morris L. Woodruff
Secretary

Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.

EXHIBIT DD

EX H.B. + DP

U.S. Inspector General
U.S. DOJ (OIG)
Michael E. Horowitz
950 Pennsylvania Ave.
Washington D.C. 20530

August 27, 2015

In re: to Torrey v. JP Morgan Chase Bank N.A. ("Chase")
Case Number 4: 14-cv-01676-CDP

Dear Honorable Michael Horowitz:

This is a written request for the U.S. Inspector General to investigate alleged in this complaint fraudulent activities by JP Morgan Chase Bank N.A. ("Chase") and for proof from the United States Bankruptcy Court and case number where I filed, participated in bearing my genuine signature that debts were indeed included in a Chapter 13 Bankruptcy debt relieve plan on October 5, 2012.

I contend that I, Cloris Banks Torrey fka Cloris Warren, did filed Chapter 13 bankruptcy July 1998 in the U.S. Bankruptcy Court Eastern Division St. Louis Case number: 98-47544-399 Loan Number 258-000-09764 JP Morgan Chase Bank N.A. (Chase) was not named as Creditor to the 1998 bankruptcy. In that debt of \$49,600 dated August 14, 1995 included in the Chapter 13 bankruptcy. Herein attached as **Exhibit A**. The Chapter 13 bankruptcy discharged on March 2002.

However, on July 15, 2015 Chase allegedly reported false and misleading information on my credit report to the Credit Reporting Agencies in regard to the August 1995 loan discharged debt of \$49,600 through Chapter 13 bankruptcy on October 5, 2012 whereas, recent balance of \$0 as of June 2013. Herein attached as **Exhibit B**.

Consequently, I was retired in 2012 did not work, did not file Chapter 13 Bankruptcy. I was drawing social security benefits as reflected in the 2012 ("1099") verification of benefits. Herein attached as **Exhibit C**.

Subsequently on or about June 17, 2015 and on or about April 21, 2015 correspondences sent from CHASE to informed Torreys lender –placed insurance on Torrey's property. Herein attached as **Exhibit D**.

On or about August 21, 2015 correspondence from Jeffery Parks Fiscal Services Manager St. Louis County Revenue with regard to Torrey's Real Property tax record a duplicate payment posted on Torrey's account by Chase on 12/05/2013 for \$1,062.27 In addition, duplicate payment was posted on Torrey's account by Chase on December 4, 2014 for \$1,307.65. Herein attached as **Exhibit E**.

Finally, thank your in advance for your consideration on assisting me on this matter.

Sincerely,

Cloris Banks Torrey
9422 Westchester Drive
St. Louis, MO 63136
CC; Enclosure(s)

RECEIVED

MAR 16 2015

**U.S. District Court
Eastern District of MO**

EXHIBIT A

all to whom these presents shall come. Greeting:

of the authority vested in my by the Archivist of the United States. I certify on his behalf, under the of the National Archives of the United States, that the attached reproduction(s) is a true and correct copy of the documents in his custody.

SIGNATURE <i>Rose Parisse</i>	
NAME Rose Parisse	DATE 03.04.11
TITLE Assistant Director	
NAME AND ADDRESS OF DEPOSITORY National Archives & Records Administration-Central Plains Region 17501 W. 98th, Suite 47-48 Lenexa, KS 66219	

NA FORM 14007 (10-86)

UNSECURED NONPRIORITY CLAIM \$
A claim is unsecured if there is no collateral or other property of the Debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.

Up to \$900 of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)
 Taxes or Penalties of governmental units - 11 U.S.C. § 507 (a)(7)
 Other - 11 U.S.C. § 507(a)(2), (a)(5), (a)(8) - (Circle applicable §)

5. TOTAL AMOUNT OF CLAIM AT TIME \$ <u>52,335.90</u> \$ <u>52,335.90</u> \$ <u>52,335.90</u>	\$52,335.90 (Total)
CASE FILED (Unsecured) (Secured) (Priority)	

Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND DEBITS: Amount of all payments on this claim have been credited and deducted for the purpose of this claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

Check box if you are aware that anyone else has filed a claim relating to your claim. Attach copy of statement giving particulars.

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgements, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.

Check box if you have never received any notices from bankruptcy court in this case.

8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and a copy of this proof of claim.

Check box if the address differs from the address on the envelope sent to you by the court.

DATE: August 26, 1998

Creditor's
Name: U.C. Lending Corporation
Address: P.O. Box 2587
Baton Rouge, LA 70821

IF DISTRIBUTION IS REQUESTED TO BE MADE TO ANY ATTORNEY OR AGENT FOR CLAIMANT, PROPER POWER OF ATTORNEY MUST BE FILED WITH THE ATTORNEY OF RECORD FOR A JUDGEMENT CREDITORS

BY: *Melody Lambert*
Signature of individual, attorney, agent or party authorized to make proof of claim.

MELODY LAMBERT, BANKRUPTCY SPECIALIST

Penalty for presenting fraudulent claim of up to \$500,000 or imprisonment for up to 5 years or both U.S.C. §§ 152 and 3571

If entity OTHER than the creditor is to receive notice and distributions,

COMPLETE BELOW:

Name: _____
Address: _____

ARREARAGE STATEMENT

DEBTOR: Cloris Warren

CASE NUMBER: 98-47544-399

CODEBTOR:

LOAN NUMBER: 258 000 09764

PRE-PETITION PAYMENTS DUE:

FROM: 03/98 TO: 07/98

<u>5</u> PAYMENTS OF <u>\$504.47</u> (PRINCIPAL & INTEREST ONLY)	\$ <u>2,522.35</u>
UNPAID LATE CHARGES	\$ <u>4.15</u>
RETURN CHECK CHARGES	\$ <u>0.00</u>
ESCROW ADVANCE (TAXES & INSURANCE)	\$ <u>353.72</u>
LEGAL FEES AND COSTS	\$ <u>0.00</u>
OTHER CHARGES (BPO AND/OR PROPERTY INSPECTIONS)	\$ <u>0.00</u>
TOTAL ARREARAGE THROUGH <u>07/14/98</u>	\$ <u>2,880.22</u>
SECURED CLAIM AMOUNT (PAYOFF THROUGH <u>08/26/98</u>)	\$ <u>52,335.90</u>
INTEREST RATE ON MORTGAGE NOTE	<u>11.850 %</u>
ONGOING MONTHLY PAYMENT (INCLUDES MONTHLY ESCROW DEPOSIT)	\$ <u>577.18</u>

UNITED COMPANIES LENDING CORPORATION
COMPLETED BY: MELODY LAMBERT
August 26, 1998
PHONE (504) 987-3239

PROOF OF CLAIM

RECEIVED & FILED

SEP 24 9 11 AM '98

United States Bankruptcy Court
Eastern District of Missouri

Case Number
98-47544-399

Name of Debtor

Cloris Warren /

Chapter 7 11 12 13

NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Name of Creditor (The person or other entity to whom the debtor owes money)
U.C. Lending Corporation

THIS SPACE IS FOR
COURT USE ONLY.
CLERK, U.S. C.

Account or other number by which creditor identifies debtor
258 000 09764

Check here if this claim REPLACES a previously filed claim dated: _____
 AMENDS

1. Basis for Claim

- Goods Sold
- Services Performed
- Money Loaned
- Personal Injury/Wrongful Death
- Taxes
- Other

- Retiree benefits as defined in 11 U.S.C. § 114(a)
- Wages, salaries, and compensation (fill out below)
Your social security number _____
Unpaid compensations for services performed
from _____ to _____
(date) (date)

2. DATE DEBT WAS INCURRED
08/14/95

3. IF COURT JUDGEMENT, DATE OBTAINED

4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.

SECURED CLAIM \$ **52,335.90**

UNSECURED PRIORITY CLAIM \$ _____

Attach evidence of perfection of security interest
Brief Description of Collateral:
 Real Estate Motor Vehicle Other (Describe Briefly)
(Ongoing: \$577.18)

Specify the priority of the claim.
 Wages, salaries, or commissions (up to \$2000), earned not more 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a)(3)

Amount of arrearage and other charges at time case filed included in Secured claim above, if any \$ **2,880.22**

- Contributions to an employee benefit plan - U.S.C. § 507 (a)(4)
- Up to \$900 of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6)
- Taxes or Penalties of governmental units - 11 U.S.C. § 507 (a)(7)
- Other - 11 U.S.C. § 507(a)(2), (a)(5), (a)(8) - (Circle applicable §)

UNSECURED NONPRIORITY CLAIM \$ _____
A claim is unsecured if there is no collateral or lien on property of the Debtor securing the claim or to the extent that the value of such Property is less than the amount of the claim.

5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED

\$ _____	\$ 52,335.90	\$ _____
(Unsecured)	(Secured)	(Priority)

\$52,335.90
(Total)

Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.

6. CREDITS AND SETOFFS: The amount of all payments on this claim have been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.

Check box if you are aware that anyone else has filed a claim relating to your claim. Attach copy of statement giving particulars.

7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgements, or evidence of security interests. If The documents are not available, explain. If the documents are voluminous, attach a summary.

Check box if you have never received any notices from bankruptcy court in this case.

8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and a copy of this proof of claim.

Check box if the address differs from the address on the envelope sent to you by the court.

DATE: **August 26, 1998**

Creditor's
Name: **U.C. Lending Corporation**
Address: **P.O. Box 2587**
Baton Rouge, LA 70821

IF DISTRIBUTION IS REQUESTED TO BE MADE TO ANY ATTORNEY OR AGENT FOR CLAIMANT, PROPER POWER OF ATTORNEY MUST BE FILED BY THE ATTORNEY OF RECORD FOR A JUDGEMENT CREDITOR

Signature of individual, attorney, agent or party authorized to make proof of claim.
Melody Lambert

MELODY LAMBERT, BANKRUPTCY SPECIALIST

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or Imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571

If entity OTHER than the creditor is to receive notice and distributions,

COMPLETE BELOW:

Name: _____
Address: _____

Loan No: 258-00009764
Borrower: CLORIS WARREN

Data ID: 669

August 14, 1995

NOTE

SAINT LOUIS
[City]

MISSOURI
[State]

9422 WESTCHESTER DRIVE
SAINT LOUIS, MISSOURI 63136
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 49,600.00 (this amount is called "principal"), plus interest, to the order of the Lender. The Lender is

AMERICAN EQUITY MORTGAGE, INC.

I understand that the Lender may transfer this Note. The Lender or anyone who takes this Note by transfer and who is entitled to receive payments under this Note is called the "Note Holder."

2. INTEREST

Interest will be charged on unpaid principal until the full amount of principal has been paid. I will pay interest at a yearly rate of 11.85 %.

The interest rate required by this Section 2 is the rate I will pay both before and after any default described in Section 6(B) of this Note.

3. PAYMENTS

(A) Time and Place of Payments

I will pay principal and interest by making payments every month.

I will make my monthly payments on the first day of each month beginning on October 1, 1995.

I will make these payments every month until I have paid all of the principal and interest and any other charges described below that I may owe under this Note. My monthly payments will be applied to interest before principal. If, on September 1, 2024, I still owe amounts under this Note, I will pay those amounts in full on that date, which is called the "maturity date."

I will make my monthly payments at 111 West Port Plaza, #101, St. Louis, MO 63146, or at a different place if required by the Note Holder.

(B) Amount of Monthly Payments

My monthly payment will be in the amount of U.S. \$ 504.47.

4. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of principal at any time before they are due. A payment of principal only is known as a "prepayment." When I make a prepayment, I will tell the Note Holder in writing that I am doing so.

I may prepay all or any part of the unpaid balance of the principal at any time, in which event Note Holder may, at its option, assess a prepayment penalty of 2.00% of the amount prepaid in the first three years (36 month period).

By accepting partial payment of any payment, Note Holder does not waive the right to collect the remainder of such payment. Acceptance of any payment after maturity, or waiver of any breach or default of the terms of this Note shall not constitute a waiver of any later or other breach or default, and failure of Note Holder to exercise any of its rights shall not constitute waiver of such rights.

5. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from me which exceeded permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the principal I owe under this Note or by making a direct payment to me. If a refund reduces principal, the reduction will be treated as a partial prepayment.

6. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charge for Overdue Payments

If the Note Holder has not received the full amount of any monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be 5.00 % of the payment. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Acceleration

If I am in default, the Note Holder may without notice or demand, unless otherwise required by applicable law, require me to pay immediately the full amount of principal that has not been paid and all the interest that I owe on that amount.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. Those expenses include, for example, reasonable attorneys' fees of up to 15.00% of the sums due under this Note or the amount allowable under applicable state law.

7. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a written notice of my different address.

Any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

25

8. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

9. WAIVERS

I and any other person who has obligations under this Note waive the rights of notice of acceleration, presentment and notice of dishonor. "Presentment" means the right to require the Note Holder to demand payment of amounts due. "Notice of dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

10. UNIFORM SECURED NOTE

This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible losses which might result if I do not keep the promises which I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions are described as follows:

Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.

J. Scherer

Cloris Warren (Seal)
CLORIS WARREN Borrower

(Seal)
Borrower

(Seal)
Borrower

(Seal)
Borrower

[Sign Original Only]
Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

PAY TO THE ORDER OF
UNITED COMPANIES LENDING CORPORATION
WITHOUT RECOURSE

FOR: AMERICAN EQUITY MORTGAGE, INC.

By: *Gary L. Averitt*
GARY L. AVERITT,
COLLATERAL OPERATIONS MANAGER
(Printed Name and Title)
FEDERAL HOME LOAN BANK OF DALLAS
ATTORNEY-IN-FACT (CUSTODIAN AND BAILEE)

11/15/82

737

9517077
U.A.

Return to: EQUITY TITLE COMPANY OF MISSOURI
2043 WOODLAND PARKWAY, SUITE 105
SAINT LOUIS, MISSOURI 63146

(Space Above This Line For Recording Data)

DEED OF TRUST

THIS DEED OF TRUST ("Security Instrument") is made on the 14th day of August, 1995.
The grantor is CLORIS WARREN AND WILLIE C. WARREN, WIFE AND HUSBAND

("Borrower").

The trustee is JEFFREY A. WIND

("Trustee").

The beneficiary is AMERICAN EQUITY MORTGAGE, INC. a corporation, which is organized and existing under the laws of the State of MISSOURI, and whose address is 111 West Port Plaza, #101, St. Louis, MO 63146

("Lender").

Borrower owes Lender the principal sum of FORTY-NINE THOUSAND SIX HUNDRED and NO/100----Dollars (U.S. \$ 49,600.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on September 1, 2025. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in SAINT LOUIS County, Missouri:

~~SIXXKXKX DESCRIPTION XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX XXXXXXXX~~

LOT 34 OF HATHAWAY HILLS NO. 4, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 53 PAGE 9 OF THE ST. LOUIS COUNTY RECORDS.

289

which has the address of 9422 WESTCHESTER DRIVE,

Missouri

63136
[Zip Code]

[Street]

SAINT LOUIS,
[City]
("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal and Interest; Prepayment and Late Charges. Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.

2. Funds for Taxes and Insurance. Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) yearly taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) yearly leasehold payments or ground rents on the Property, if any; (c) yearly hazard or property insurance premiums; (d) yearly flood insurance premiums, if any; (e) yearly mortgage insurance premiums, if any; and (f) any sums payable by Borrower to Lender, in accordance with the provisions of paragraph 8, in lieu of the payment of mortgage insurance premiums. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for all sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender. If, under paragraph 21, Lender shall acquire or sell the Property, Lender, prior to the acquisition or sale of the Property, shall apply any Funds held by Lender at the time of acquisition or sale as a credit against the sums secured by this Security Instrument.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under paragraphs 1 and 2 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 2; third, to interest due; fourth, to principal due; and last, to any late charges due under the Note.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 7.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, if the restoration or repair is economically feasible and Lender's security is not lessened. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of the payments. If under paragraph 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property.

Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in paragraph 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. **Protection of Lender's Rights in the Property.** If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 7, Lender does not have to do so.

Any amounts disbursed by Lender under this paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. **Mortgage Insurance.** If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the mortgage insurance in effect. If, for any reason, the mortgage insurance coverage required by Lender lapses or ceases to be in effect, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the mortgage insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the mortgage insurance previously in effect, from an alternate mortgage insurer approved by Lender. If substantially equivalent mortgage insurance coverage is not available, Borrower shall pay to Lender each month a sum equal to one-twelfth of the yearly mortgage insurance premium being paid by Borrower when the insurance coverage lapsed or ceased to be in effect. Lender will accept, use and retain these payments as a loss reserve in lieu of mortgage insurance. Loss reserve payments may no longer be required, at the option of Lender, if mortgage insurance coverage (in the amount and for the period that Lender requires) provided by an insurer approved by Lender again becomes available and is obtained. Borrower shall pay the premiums required to maintain mortgage insurance in effect, or to provide a loss reserve, until the requirement for mortgage insurance ends in accordance with any written agreement between Borrower and Lender or applicable law.

9. **Inspection.** Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

10. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the taking, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower. In the event of a partial taking of the Property in which the fair market value of the Property immediately before the taking is less than the amount of the sums secured immediately before the taking, unless Borrower and Lender otherwise agree in writing or unless applicable law otherwise provides, the proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraphs 1 and 2 or change the amount of such payments.

11. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

14. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

15. Governing Law; Severability. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

18. Borrower's Right to Reinstate. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees of up to 15.00% of the sums due under the Note described above or the amount allowable under applicable state law; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraph 17.

19. Sale of Note; Change of Loan Servicer. The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 14 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 20, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 20, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

21. Acceleration; Remedies. Following Borrower's breach of any covenant or agreement in this Security Instrument, 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 and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 21, including, but not limited to, reasonable attorneys' fees of up to 15.00% of the sums due under the Note described above or the amount allowable under applicable state law and costs of title evidence.

If Lender invokes the power of sale, Lender or Trustee shall mail copies of a notice of sale in the manner prescribed by applicable law to Borrower and to the other persons prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property to any later time on the same date by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's fees and attorneys' fees of up to 15.00% of the sums due under the Note described above or the amount allowable under applicable state law; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

22. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

23. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

24. Lease of the Property. Trustee hereby leases the Property to Borrower until this Security Instrument is either satisfied and released or until there is a default under the provisions of this Security Instrument. The Property is leased upon the following terms and conditions: Borrower, and every person claiming an interest in or possessing the Property or any part thereof, shall pay rent during the term of the lease in the amount of one cent per month, payable on demand, and without notice or demand shall and will surrender peaceable possession of the Property to Trustee upon default or to the purchaser of the Property at the foreclosure sale.

25. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)]

- Adjustable Rate Rider
- Graduated Payment Rider
- Balloon Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Rate Improvement Rider
- 1-4 Family Rider
- Biweekly Payment Rider
- Second Home Rider

Trustee:

AMERICAN EQUITY MORTGAGE, INC.

By: _____
Its: _____

By: _____
Its: _____

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

Willie C. Warren (Seal)
WILLIE C. WARREN -Borrower

Cloris Warren (Seal)
CLORIS WARREN -Borrower

.....(Seal)
-Borrower
.....(Seal)
-Borrower
.....(Seal)
-Borrower

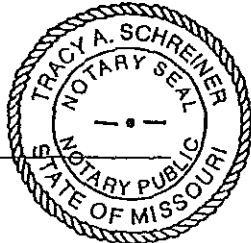
Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrower(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it.

ACKNOWLEDGMENT OF BORROWER

State of MISSOURI §
County of SAINT LOUIS §

On this 14th day of AUGUST, 1995, before me personally appeared CLORIS WARREN AND WILLIE C. WARREN to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

[Seal]



Tracy A. Schreiner

My commission expires: _____

Title

TRACY A. SCHREINER
NOTARY PUBLIC - STATE OF MISSOURI
MY COMMISSION EXPIRES MAY 15, 1999
ST. CHARLES COUNTY

[Seal]

My commission expires: _____

Title

INDIVIDUAL ACKNOWLEDGMENT OF TRUSTEE

State of MISSOURI
County of SAINT LOUIS

§
§

On this _____ day of _____, 19____, before me personally appeared

to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her free act and deed.

[Seal]

My commission expires: _____

Title

ACKNOWLEDGMENT OF LENDER

State of MISSOURI
County of SAINT LOUIS

§
§

On this _____ day of _____, 19____, before me appeared

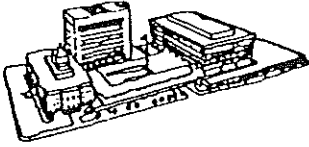
sworn (or affirmed), did say that (s)he is the _____, to me personally known, who, being by me duly president of AMERICAN EQUITY MORTGAGE, INC. [strike one] and that the seal affixed to said instrument is the corporate seal of said corporation and that said corporation has no corporate seal, and that said instrument was signed in behalf of said corporation by authority of its board of directors (or trustees), and said _____ acknowledged said instrument to be the free act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, 19____.

[Seal]

My commission expires: _____

Title



REC-1/89 Rev-4/94

DANIEL T. O'LEARY
RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL • CLAYTON, MO 63105

Michael D. McIver
Director of Revenue



RECORDER OF DEEDS DOCUMENT IDENTIFICATION & CERTIFICATION SHEET

DOCUMENT NO. (SHOWN ON THE 1st PAGE OF INSTRUMENT, AND ALSO AT THE FOOT OF THIS PAGE.

STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS
FILED FOR RECORD

95 AUG 18 AM 8: 52

RECORDER OF DEEDS
ST. LOUIS COUNTY, MO.

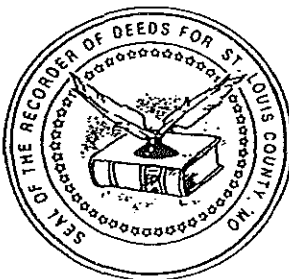
STATE OF MISSOURI)
COUNTY OF ST. LOUIS) SS.

I, the undersigned Recorder of Deeds for said county and State, do hereby certify that the foregoing and annexed instrument of writing was filed for record in my office at the time and on the day, month and year, all as same appears hereon, and is truly recorded in the book and at the pages indicated on said instrument.

In witness whereof I have hereunto set my hand and official seal on the same day, month and year stamped and shown above.

Daniel T. O'Leary
Recorder of Deeds
St. Louis County, Missouri

[Signature]
By _____
Deputy Recorder



RECORDING FEES

DOCUMENT \$ 20

STATE USER \$ 4.00

MHT FUND \$ 3.00

FAHF FUND \$ 3.00

POSTAGE \$ _____

TOTAL \$ 50

10580 649

Filed for Record Aug 18, 1995
Daily No. 00289

B-10580 F-0644/0649

- ___ N.P.
- ___ N.P.C.
- ___ N.N.C.
- ___ N.N.J.

DESTINATION CODE: _____ NOTATION: _____

END OF DOCUMENT
Do Not Remove This Page



Personal statements you've asked us to include You've given us the following statement to include every time a company asks us for your credit report:

"ID SECURITY ALERT: FRAUDULENT APPLICATIONS MAY BE SUBMITTED IN MY NAME OR MY IDENTITY MAY HAVE BEEN USED WITHOUT MY CONSENT TO FRAUDULENTLY OBTAIN GOODS OR SERVICES. DO NOT EXTEND CREDIT WITHOUT FIRST VERIFYING THE IDENTITY OF THE APPLICANT. THIS SECURITY ALERT WILL BE MAINTAINED FOR 90 DAYS BEGINNING 06-18-15."

Your accounts that may be considered negative

The most common items in this section are late payments, accounts that have been charged off or sent to collection, bankruptcies, liens, and judgments. It also may contain items that are not necessarily negative, but that a potential creditor might want to review more closely, such as an account that has been settled or transferred. This information is generally removed seven years from the initial missed payment that led to the delinquency. Missed payments and most public record items may remain on the credit report for up to seven years, except Chapters 7, 11 and 12 bankruptcies, which may remain for up to 10 years. Unpaid tax liens may remain for up to 10 years from the filing date, and paid tax liens may remain for up to seven years from the filing date. Transferred accounts that have not been past due remain up to 10 years after the date the account was transferred.

Payment history legend

OK	Current/Terms of agreement met	VS	Voluntarily surrendered
30	Account 30 days past due	R	Repossession
60	Account 60 days past due	PBC	Paid by creditor
90	Account 90 days past due	IC	Insurance claim
120	Account 120 days past due	G	Claim filed with government
150	Account 150 days past due	D	Defaulted on contract
180	Account 180 days past due	C	Collection
CRD	Creditor received deed	CO	Charge off
FS	Foreclosure proceedings started	CLS	Closed
F	Foreclosed	ND	No data for this time period

Credit items

CHASE MTG PO BOX 24696 COLUMBUS OH 43224 Phone number (800) 848 9136 Partial account number 156000533.... Address identification number 0131393614	Date opened Aug 1995 First reported Oct 2008 Date of status Oct 2012	Type Mortgage Terms 2 Years Monthly payment Not reported	Credit limit or original amount \$49,600 High balance Not reported	Recent balance \$0 as of Jun 2013	Responsibility Individual Status Discharged through Bankruptcy Chapter 13. This account is scheduled to continue on record until Oct 2019. Comment Account information disputed by consumer (Meets requirement of the Fair Credit Reporting Act). This item remained unchanged from our processing of your dispute in Jul 2015. Account History Debt included in Chapter 13 Bankruptcy on Oct 05, 2012.
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Exhibit C

*** REC 2015239 101700 HBDB1781 MA5D CIPQYAA PQAA (F-MC6) ***

1099 DTE:08/27/15 SSN: [REDACTED]-5294 DOC:745 UNIT:CLW PG: 001

++++FORM SSA-1099 - SOCIAL SECURITY BENEFIT STATEMENT - 2012++++
+PART OF YOUR SOCIAL SECURITY BENEFITS MAY BE TAXABLE INCOME FOR 2012.
+USE \$ 10236.00 FROM BOX 5 BELOW WITH IRS NOTICE 703 TO SEE IF ANY PART
OF YOUR BENEFITS MAY BE TAXABLE ON YOUR FEDERAL INCOME TAX RETURN.
+ALSO SEE ATTACHED GENERAL INFORMATION.

- BOX 1. NAME-CLORIS BANKS TORREY
- BOX 2. BENEFICIARY SOCIAL SECURITY NUMBER-[REDACTED]-5294 (SEE BOX 8 BELOW)
- BOX 3. BENEFITS FOR 2012- \$ 10236.00 (SEE DESCRIPTION OF AMOUNT IN BOX 3 BELOW)
- BOX 4. BENEFITS REPAID TO SSA IN 2012-NONE
(SEE DESCRIPTION OF AMOUNT IN BOX 4 BELOW)
- BOX 5. NET BENEFITS (BOX 3 MINUS BOX 4) FOR 2012-\$ 10236.00
- BOX 6. VOLUNTARY FEDERAL INCOME TAX WITHHELD-NONE
- BOX 7. ADDRESS-CLORIS B TORREY 9422 WESTCHESTER DR
JENNINGS MO 63136-5136
- BOX 8. CLAIM NUMBER-496-54-5294A (USE THIS NUMBER IF YOU NEED TO CONTACT SSA)

+++DESCRIPTION OF AMOUNT IN BOX 3+++
ADD:

PAID BY CHECK OR DIRECT DEPOSIT-----	\$ 10236.00
MEDICARE PART B-----	\$ 0.00
MEDICARE PART C-----	\$ 0.00
MEDICARE PART D-----	\$ 0.00
WORKERS COMPENSATION OFFSET-----	\$ 0.00
• DEDUCTIONS FOR WORK OR OTHER ADJUSTMENTS-----	\$ 0.00
PAID TO ANOTHER FAMILY MEMBER-----	\$ 0.00
ATTORNEY FEES-----	\$ 0.00
VOLUNTARY FEDERAL INCOME TAX WITHHELD-----	\$ 0.00
TREASURY BENEFIT PAYMENT OFFSET, GARNISHMENT AND/OR TAX LEVY-----	\$ 0.00
TOTAL ADDITIONS-----	\$ 10236.00

SUBTRACT:

NONTAXABLE PAYMENTS-----	\$ 0.00
AMOUNTS FOR OTHER FAMILY MEMBERS PAID TO YOU-----	\$ 0.00
TOTAL SUBTRACTIONS-----	\$ 0.00
BENEFITS FOR 2012 (AMOUNT SHOWN IN BOX 3)-----	\$ 10236.00

+++DESCRIPTION OF AMOUNT IN BOX 4+++
ADD:

CHECKS RETURNED TO SSA-----	\$ 0.00
DEDUCTIONS FOR WORK OR OTHER ADJUSTMENTS-----	\$ 0.00
OTHER REPAYMENTS-----	\$ 0.00
BENEFITS REPAID TO SSA IN 2012 (AMOUNT SHOWN IN BOX 4)-----	\$ 0.00

Social Security Administration
8800 Watson Road
Suite 100
Saint Louis, MO 63119

35



Brian C. Walsh
Direct: (314) 259-2717
Fax: (314) 552-8717
brian.walsh@bryancave.com

April 21, 2015

Ms. Cloris Torrey
9422 Westchester Drive
St. Louis, MO 63136-5136

Re: Torrey v. JPMorgan Chase Bank N.A., No. 4:14-cv-01676, United States District Court, Eastern District of Missouri

Dear Ms. Torrey:

Enclosed is a letter that Chase requested that we forward to you. It concerns the upcoming renewal of the lender-placed insurance on your home.

As I mentioned in greater detail in my letter of January 5, the lender-placed policy is appropriate because you have not obtained mortgagee coverage. Please follow the instructions on the first page of the letter if you add mortgagee coverage to your current policy.

Very truly yours,

Brian C. Walsh

BCW:kl

Enclosure

cc: Rhiana A. Luaders, Esq.

Bryan Cave LLP
One Metropolitan Square
211 North Broadway
Suite 3600
St. Louis, MO 63102-2750
Tel (314) 259-2000
Fax (314) 259-2020
www.bryancave.com

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- New York
- Paris
- Phoenix
- San Francisco
- Shanghai
- Singapore
- St. Louis
- Washington, DC

REJECTED + RETURNED
6/22/2015



JPMorgan Chase Bank, N.A.
 P.O. BOX 100564
 FLORENCE, SC 29502-0564

April 7, 2015

CLORIS TORREY
 C/O JP MORGAN CHASE
 C/O JAMES R WRYSCH JR ESQ
 211 N BROADWAY SUITE 3600
 ST LOUIS, MO 63102-6000

REJECTED & RETURNED
CT

Account: 0005334602

Subject: Please update insurance information for

9422 WESTCHESTER
 ST LOUIS, MO 63136

Dear CLORIS TORREY:

Because we did not have evidence that you had hazard (or homeowners) insurance on the property listed above, we bought insurance on your property and added the cost to your mortgage loan account.

The policy that we bought is scheduled to expire. **Because hazard insurance is required on your property, we intend to maintain insurance on your property by renewing or replacing the insurance we bought.**

The insurance we buy:

- Will cost an estimated \$1,346.00 annually, which may be more expensive than insurance you can buy yourself.
- May not provide as much coverage as an insurance policy you buy yourself.

If you buy hazard insurance, you should immediately provide us with your insurance information. You or your insurance agent can update your information online or send us a copy of your insurance policy or declaration page:

Online	Mail/Fax
1. Go to MyCoverageInfo.com and reference PIN Number CM156 2. Update your insurance coverage using the information provided on your insurance policy	Mail or fax your insurance documents with the enclosed cover sheet to: JPMORGAN CHASE BANK, N.A. ITS SUCCESSORS AND/OR ASSIGNS P.O. BOX 100564 FLORENCE, SC 29502-0564 1-678-475-8799

Please review the important information included with this letter. If you have any questions, please call us at 1-877-530-8951 or 1-800-582-0542 for TTY services.

Sincerely,

Chase

Important Information Included: Benefits of Purchasing Your Own Insurance, Frequently Asked Questions, Property Insurance Requirements, Proof of Insurance Cover Sheet, Important Legal Information

~~BRYAN CAVE~~

BRYAN CAVE LLP One Metropolitan Square, 211 North Broadway, Suite 3600, St. Louis, MO 63102-2750

T: 314 259 2000 F: 314 259 2020 bryancave.com

June 17, 2015

Brian C. Walsh
Direct: (314) 259-2717
Fax: (314) 552-8717
brian.walsh@bryancave.com

Ms. Cloris Torrey
9422 Westchester Drive
St. Louis, MO 63136-5136

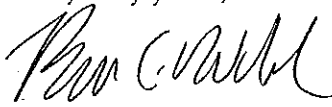
Re: Torrey v. JPMorgan Chase Bank N.A., No. 4:14-cv-01676,
United States District Court, Eastern District of Missouri

Dear Ms. Torrey:

Enclosed is a letter that Chase requested that we forward to you. It concerns the renewal of the lender-placed insurance on your home and follows up on the document I sent to you on April 21.

Please follow the instructions on the first page of the letter if you have obtained insurance that includes mortgagee coverage.

Very truly yours,



Brian C. Walsh

BCW:kl

cc: Rhiana A. Luaders, Esq.

REJECTED + RETURNED
C
6/22/2015



JPMorgan Chase Bank, N.A.
 P.O. BOX 100564
 FLORENCE, SC 29502-0564

June 11, 2015

CLORIS TORREY
 C/O J P MORGAN CHASE
 C/O JAMES R WRYSCH JR ESQ
 211 N BROADWAY SUITE 3600
 ST LOUIS, MO 63102-6000

Account: 0005334602

Subject: We've renewed the lender-placed insurance policy for

9422 WESTCHESTER
 ST LOUIS, MO 63136

Dear CLORIS TORREY:

Because we did not receive evidence that you have hazard (or homeowners) insurance on the property listed above, we bought insurance on your property and added the cost to your mortgage loan account.

The policy that we bought is effective as of 05/29/2015. **Because hazard insurance is required on your property, we will continue to buy insurance for you until you purchase your own policy.**

The insurance we bought:

- Costs \$1,346.00 annually, which may be more expensive than insurance you can buy yourself.
- May not provide as much coverage as an insurance policy you buy yourself.

We strongly recommend you purchase your own hazard policy. The insurance policy we bought will remain in effect until you provide us with evidence of acceptable coverage. If you do, we will cancel the policy we purchased and you will receive a refund of any unearned premium.

If you buy hazard insurance, you should immediately provide us with your insurance information. You or your insurance agent can update your information online or send us a copy of your insurance policy or declaration page:

Online	Mail/Fax
1. Go to MyCoverageInfo.com and reference PIN Number CM156	Mail or fax your insurance documents with the enclosed cover sheet to:
2. Update your insurance coverage using the information provided on your insurance policy	JPMORGAN CHASE BANK, N.A. ITS SUCCESSORS AND/OR ASSIGNS P.O. BOX 100564 FLORENCE, SC 29502-0564
	1-678-475-8799

Please review the important information included with this letter. If you have any questions, please call us at 1-877-530-8951 or 1-800-582-0542 for TTY services.

Sincerely,

Chase

Important Information Included: Benefits of Purchasing Your Own Insurance, Frequently Asked Questions, Property Insurance Requirements, Proof of Insurance Cover Sheet, Important Legal Information, Insurance Policy/Certificate

REJECTED + RETURNED
 6/22/2015

Exhibit E

Charlie A. Dooley
County Executive

Saint Louis
COUNTY
REVENUE

Eugene K. Leung
Director of Revenue

August 21, 2015

TORREY RONALD ROY SR & CLORIS BANKS H/W
9422 WESTCHESTER DR
SAINT LOUIS MO 63136

Re: 2013 & 2014 Real Estate
9422 Westchester Dr
Locator #13F530460
REFUND AMT: \$1,062.27-2013
\$1,307.65-2014

Dear Property Owner:

With regard to the above referenced Real Property tax record, a duplicate payment was posted for 2013 & 2014.

For 2013 we have received cash payments: One posted on 11/20/13 for \$500.00
One posted on 12/03/13 for \$562.00

A duplicate payment was posted on your account by Chase on 12/05/13 for \$1,062.27

For 2014 we have received a cash payment posted to your account on 12/03/14 of \$1,307.65.
A duplicate payment was posted on your account by Chase on 12/04/14 for \$1,307.65.

If you are responsible for paying your own taxes or escrow your taxes with J.P. Morgan Chase, please contact them to ascertain whether they attempted to make payments to this office on your behalf.

If you are due the refunds for the duplicate payments, please fill out and return the forms enclosed along with copies of a picture ID for each person.

Feel free to contact the undersigned with related questions or concerns.

Respectfully,
Jeffrey Parks
Jeffrey Parks
Fiscal Services Manager

Enclosure
JC

40

COLLECTION DIVISION

Parcel ID: 13F530460

TORREY RONALD ROY SR & CLORIS BANKS H/W 9422 WESTCHESTER DR SAINT LOUIS MO



Payments Payment Detail

Payment#	Effective Date	Business Date	Amount	Tax Year	Pymt Source	Pymt Type	Method1	Roll Type	Batch	Batch Seq	Trans#	Own#	Whd
7975413	30-NOV-2007	30-NOV-2007	1,227.10	2007	MCPAY	NML		REAL	0	1877	0	0	F
8879249	01-DEC-2008	01-DEC-2008	1,252.51	2008	MCPAY	NML		REAL	0	2277	0	0	F
9777672	03-DEC-2009	03-DEC-2009	1,198.13	2009	MCPAY	NML		REAL	0	24295	0	0	F
10681920	02-DEC-2010	02-DEC-2010	1,282.87	2010	MCPAY	NML		REAL	0	24915	0	0	F
11596086	05-DEC-2011	05-DEC-2011	1,243.10	2011	MCPAY	NML		REAL	0	23702	0	0	F
12508278	05-DEC-2012	05-DEC-2012	1,248.27	2012	MCPAY	NML		REAL	0	23805	0	0	F
13440167	05-DEC-2013	05-DEC-2013	1,062.27	2013	INTERFACE	NML	WIRE	REAL	0	2	0	0	F
13317798	03-DEC-2013	03-DEC-2013	562.27	2013	iNovah	NML	CA	REAL	9996	1	141	0	C
13278194	20-NOV-2013	20-NOV-2013	500.00	2013	iNovah	NML	CA	REAL	9949	1	62	0	C
14369719	04-DEC-2014	04-DEC-2014	1,307.65	2014	MCPAY	NML	WIRE	REAL	0	5	0	0	F
14232671	03-DEC-2014	03-DEC-2014	1,307.65	2014	iNovah	NML	CA	REAL	11396	1	262	0	C

Payer Name/Address

2014 - Tax Due + Pd \$1,307.65 - Paid in Full
 2013 - Tax Due + Pd \$1,062.27 - Paid in Full

Exhibit E

“EXHIBIT” TT3

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN MISSOURI

RECEIVED
AUG 07 2015
U.S. District Court
Eastern District of MO

CLORIS BANKS TORREY

PLAINTIFF,

v.

JPMORGAN CHASE BANK, N.A

DEFENDANTS

Case No. 4:14CV01676 CDP

MEMORANDUM MISSOURI PSC ORDER DATED JULY 28, 2015
PLAINTIFF'S MOTION TO REOPEN AND FILE NEW AND MATERIAL
EVIDENCE AND EXHIBITS.

Plaintiff, Cloris Banks Torrey, pro se respectfully move the Court for Leave to file New and Material Evidence and exhibits in support of current complaint for declaratory judgment under 28 U.S.C. § 2201 pursuant Federal Rule of Civil Procedure 57 and FRCP38 and 39 govern a demand for a jury trial against Defendant JP Morgan Chase Bank N.A.

(collectively "JP Morgan Chase Bank N.A. et, al.) Laclede Gas Company a presumed Shell Company of Missouri under the Seal of Kennard L. Jones, Senior Regulatory Law Judge, by delegation of Authority pursuant to Section 386.240 RS Mo.2000.

Whereas, herein this Memorandum Cloris and Ronald Torrey (Wife and Husband) challenge jurisdiction of the PSC and the Court to collaborate a defense and create a barrier for Laclede Gas to avoid its involvement as a concert player in this matter before the Court States for the following reasons. Commission Kennard L. Jones, operates under Regulatory Authority that creates a political conflict of interest with the State and Federal Court. To the

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U.S. ATTORNEY'S OFFICE
ST. LOUIS, MISSOURI
2015 AUG - 7 PM 3:00

demise of Cloris and Ronald Torrey in controversy of an amount of over \$100.00 dollars and this Court satisfies on Plaintiffs complaint. On June 22, 2015 plaintiff filed in this Court document titled in captioned "Notice Memorandum of Exhibits Pursuant to Rule 3.2 Expedited Litigation." The documentation and attached exhibits was submitted into this action admissible evidence of fraudulent forced-placed hazard insurance allege purchased doing litigation were violations Fraud upon on the Court.

Conflict exists in this case by untimely unnecessary delay interference as it engage in a game of hide the "Ball" which is played by members of the Missouri and United States Bar.

On July 28, 2015 the Missouri Public Service Commission File No. GC-2015-01111 purported an Order Directing Complaints (Cloris and Ronald Torrey) to Respond to Motion to Dismiss by an unauthorized agent, specifically Morris L. Woodruff by his signature. SEE EXHIBIT 'EE' (Doc.1 pg.2) ATTACHED HERETO AND MADE A PART HEREOF.

Wherefore, Plaintiff respectfully prays as follows; (a) that the Court declare that the actions of Respondents complained of herein are in violation under the Civil Rights Act of 1871 (42 U.S.C.A Section 1983, Fourteen Amendment, and Fourth Amendment. (b) That Respondents are ordered to take affirmative actions to ensure that the activities complained above never again are engaged in by them or any of their agents; (c) That Respondents, their agents, employees, and successors are permanently enjoined from discriminating on the basis of familial status against any persons in violation of the protected rights (d) That appropriate compensatory and punitive damages are awarded to Appellant and against Respondents; (e) That Plaintiff is awarded cost and reasonable attorneys' fees in this action; and (f) That Appellant is awarded such other and further relief as the Court deems just and proper. Jury Demand Pursuant to Fed R. Civ. P. 38, Appellant hereby demands trial by jury on all issues.

Executed on August 7, 2015

Respectfully Submitted:

Cloris Banks Torrey pro se

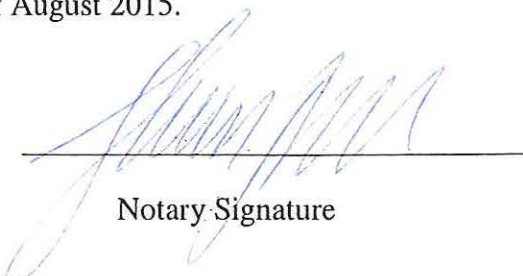
9422 Westchester Drive

St. Louis, MO. 63136

STATE OF MISSOURI)

COUNTY OF ST. LOUIS)

Cloris Banks Torrey, known by Me or made known for Me by proper identification and duly sworn Subscribed my presence this 7th day, of August 2015.


Notary Signature

My Commission Expires:

8/12/2016



APPENDIX

Notice of State of Missouri Public Service Commission File No. GC-2015-0111

Order Directing Complainants to Respond to Motion to Dismiss..... Exhibit EE

EXHIBIT EE

5

**BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI**

Cloris and Ronald Torrey,)	
)	
v.)	<u>File No. GC-2015-0111</u>
)	
Laclede Gas Company,)	
)	
Respondent.)	

**ORDER DIRECTING COMPLAINANTS TO
RESPOND TO MOTION TO DISMISS**

Issue Date: July 28, 2015

Effective Date: July 28, 2015

The Commission held a prehearing conference on June 1, 2015. On that date Laclede Gas Company and the Staff of the Commission were present. Cloris and Ronald Torrey, Complainants, appeared and presented what is titled: "Affidavit 'Rejection of Invitation to Contract for Discovery'". In that document, among other things, Complainants challenge the subject matter jurisdiction of the Secretary of the Commission and affirmatively states that the Secretary has no subject matter jurisdiction. After handing the "Affidavit" to everyone present, Complainants left the hearing room without making any oral statement. The document was subsequently filed in the docket.

The Commission proceeded to go on the record to receive entries of appearances of those present. While on the record, Laclede informed the Commission that Complainants, who protested Laclede inspecting gas pipes, have terminated service with Laclede. Because Complainants no longer have service, Laclede points out that the need to inspect the pipes is moot. Laclede therefore moves for the dismissal of this complaint.

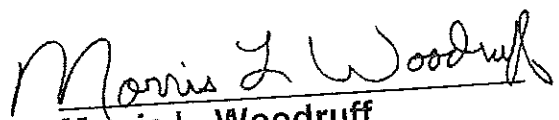
6

STATE OF MISSOURI

OFFICE OF THE PUBLIC SERVICE COMMISSION

I have compared the preceding copy with the original on file in this office and I do hereby certify the same to be a true copy therefrom and the whole thereof.

WITNESS my hand and seal of the Public Service Commission, at Jefferson City, Missouri, this 28th day of July 2015.


Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

July 28, 2015

File/Case No. GC-2015-0111

Missouri Public Service
Commission
Office General Counsel
200 Madison Street, Suite 800
P.O. Box 360
Jefferson City, MO 65102
staffcounsel@psc.mo.gov

Office of the Public Counsel
Dustin Allison
200 Madison Street, Suite 650
P.O. Box 2230
Jefferson City, MO 65102
opcservice@ded.mo.gov

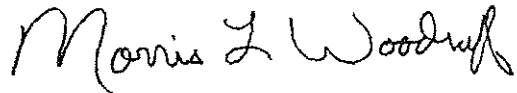
Ronald Torrey
Ronald Torrey
9422 Westchester Drive
St. Louis, MO 63136

Cloris Torrey
Cloris Torrey
9422 Westchester Drive
St. Louis, MO 63136

Laclede Gas Company
Rick E Zucker
700 Market Street, 6th Floor
St. Louis, MO 63101
rick.zucker@thelacledegroupp.com

Enclosed find a certified copy of an Order or Notice issued in the above-referenced matter(s).

Sincerely,



Morris L. Woodruff
Secretary

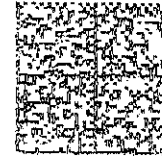
Recipients listed above with a valid e-mail address will receive electronic service. Recipients without a valid e-mail address will receive paper service.

Missouri Public Service Commission

Data Center
P.O. Box 360
Jefferson City, Missouri 65102-0360

MO 419-2651 (9-10)

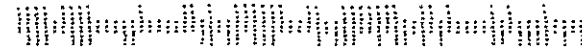
FIRST CLASS



UNITED STATES POSTAGE
POSTAGE WILL BE PAID BY ADDRESSEE
\$ 00.485
MAILED FROM ZIP CODE

Ronald Torrey
Ronald Torrey
9422 Westchester Drive
St. Louis, MO 63136

6313635136 0024



9

CERTIFICATE OF SERVICE

I Cloris Banks Torrey certify that on August 7, 2015 I caused to be sent foregoing first class postage paid via certified U.S. Mail. On that date, I served the foregoing upon the following addressed to:

Attorney Brian C. Walsh
One Metropolitan Square
211 North Broadway Suite 3600
St. Louis, MO 63102-2750

Missouri Public Service Commission
Office General Counsel
200 Madison Street, Suite 800
Jefferson City, Missouri 65102

Office of the Public Counsel
Dustin Allison
200 Madison Street, Suite 650
Jefferson City, Missouri 65102

Laclede Gas Company
Rick E. Zucker
700 Market Street, 6th Floor
St. Louis, MO 63101

Standard Guaranty Insurance Company
P.O. Box 50355
Atlanta GA. 30302

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Adult Signature Required \$0.00

Adult Signature Restricted Delivery \$0.00

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7015 1520 0000 1174 9958

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Missouri Public Service Commission
Office of General Counsel
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 City, State, ZIP+4®
JEFFERSON CITY MO 65102 Suite 360

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ATTORNEY BRIAN C. WALSH
ONE METROPOLITAN SQUARE
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211 NORTH BEDFORDWAY
 City, State, ZIP+4®
ST. LOUIS MO 63102-2750 Suite 3600

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Laclede Gas Company
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700 MARKET STREET 6FL.
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ST. LOUIS MO 63101

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OFFICE OF PUBLIC COUNSEL
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P.O. Box 2230
 City, State, ZIP+4®
JEFFERSON CITY MO 65102 Suite 650

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7015 1520 0000 1174 9926