

BEFORE THE PUBLIC SERVICE COMMISSION OF THE STATE OF MISSOURI

Cloris & Ronald Torrey)

v.)

Complainants)

Laclede Gas Company)

Respondent)

FILED

NOV 20 2014

Missouri Public
Service Commission

File No. GC-2015-0111

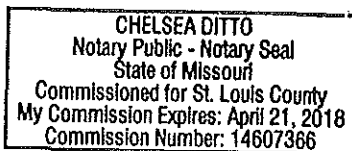
Come Now Cloris Banks Torrey the above named Complainant file the attached copies of papers filed in the United States District Court for Eastern District of Missouri No. 4:16 CV-01676CDP Cloris Banks Torrey v. JP Morgan Chase Bank N.A. et al on November 17, 2014.

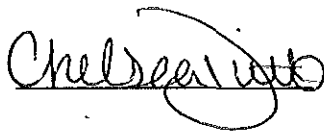
Respectfully Submitted:

Cloris Banks Torrey
9422 Westchester Drive
St. Louis, MO 63136
314-801-7517

Date: November 17, 2014

Subscribed and sworn before me on 17th day of November 2014




Notary Public

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

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

**NOTICE OF SMALL COMPLAINT
AND ORDER DIRECTING STAFF
TO INVESTIGATE AND FILE A REPORT**

Issue Date: November 3, 2014

Effective Date: November 3, 2014

On November 3, 2014, the above-named Complainants filed the attached complaint with the Missouri Public Service Commission against Laclede Gas Company. Because this complaint involves less than \$3,000, it shall proceed under the Commission's small complaint procedure (4 CSR 240-2.070(15)). If any party believes this matter should not proceed under the small complaint procedure, that party may file a motion consistent with the Commission's rule.

Under Commission rule 4 CSR 240-2.070(15), Laclede shall have 30 days from the date of this notice to file a response to the complaint.

The Commission will also direct the Staff of the Commission to investigate this complaint and file a report.

THE COMMISSION ORDERS THAT:

1. Laclede Gas Company shall file a response to this complaint no later than December 3, 2014.

2. The Staff of the Commission shall investigate and file a report of this complaint no later than December 18, 2014.

3. This order shall be effective when issued.

BY THE COMMISSION



A handwritten signature in cursive script that reads "Morris L. Woodruff".

Morris L. Woodruff
Secretary

Kennard L. Jones, Senior Regulatory
Law Judge, by delegation of authority
pursuant to Section 386.240, RSMo 2000.

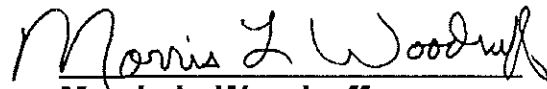
Dated at Jefferson City, Missouri,
on this 3rd day of November, 2014.

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 3rd day of November 2014.


Morris L. Woodruff
Secretary

MISSOURI PUBLIC SERVICE COMMISSION

November 3, 2014

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
staffcounselservice@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

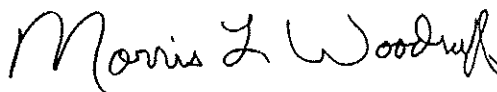
Ronald Torrey
Ronald Torrey
9422 Westchester Drive
St. Louis, MO 63136

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

Laclede Gas Company
Legal Department
720 Olive Street
St. Louis, MO 63101

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.

RECEIVED

NOV 17 2014

U. S. DISTRICT COURT
E. DIST. OF MO.
ST. LOUIS

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

CLORIS BANKS TORREY,)	
Plaintiff,)	
v.)	No. 4: 16 -CV-01676-CDP
JP MORGAN CHASE BANK, N.A. et al.,)	
Defendants)	

**PLAINTIFFS REPLY IN OPPOSITION TO DEFENDANT'S JPMORGAN CHASE
BANK N.A EMC MORTGAGE LLC AND BANK OF NEW YORK MELLON
CORPORATION MOTION FOR LEAVE TO AMEND**

(NON-TELEPHONIC)

COME NOW PLAINTIFF Cloris Banks Torrey formally known as Cloris Warren appearing *pro se* and for her Reply in Opposition to Defendant JP Morgan Chase Bank N.A. ("JP Morgan") EMC Mortgage LLC ("EMC") one of same entities and Bank of New York Mellon Corporation ("BNY") (Collectively Defendant's) respectfully request that this Court grant Plaintiff's Motion for Leave to File Second Verified Amended Relief by an Independent Action in Equity for Fraud Upon the Court dated November 10, 2014 states as follows:

Defendant JP Morgan Chase Bank N.A. EMC Mortgage LLC and Bank of New York Mellon Corporation were served summon on September 30, 2014. Defendants filed their third motion to dismiss in this Court has not filed their answer to Plaintiff's petition. Defendants has mischaracterized Plaintiff's motion to leave to amend.

Plaintiff's proposed Verified Second Amended Relief by an Independent Action in Equity cure all pleadings sufficiency issues previously raised by Defendants. Plaintiff alleges that she was the recipient of Defendants alleged misrepresentation in the state-court motion hearing fraud was committed on the Court with the use of falsified transcript in the named of a non-entity party ("JP Morgan Chase Bank, et al",.) to conceal the fact

that Real Party in Interest (JP Morgan Chase Bank N.A. EMC Mortgage LLC and Bank of New York Mellon Corporation) did not appear before the court.

Plaintiff further alleges bogus documents filed in state –court record with false assertions that Defendants intended such information be relied upon by the court and Plaintiff. The state-court Judge before who such false testimony was given did rely on it to the detriment of Plaintiff. Plaintiff reasonably relied on misrepresentation and damages as result.

Federal Rule of Civil Procedure 15(a) provides that a party may amend its pleadings by leave of the Court or by written consent of the adverse party “[L]eave shall be freely given when justice so requires. In Forman v. Davis 371 U.S. 178 (1962), the court note that Rule 15(a) declare that leave to amend shall be freely given when justice so requires and this mandate is to be heed.

Plaintiff’s August 14, 1995 Deed of Trust and Promissory Note Null and Void had been held in the custody of the National Archive of the United States. (Pl. Ex. 1).

This case alleges Defendant JP Morgan Chase Bank N.A. EMC Mortgage LLC and Bank of New York Mellon Corporation committed fraud on the state-court with use of falsified transcript. (Pl. Ex. 2). In addition, Plaintiff alleges Defendants filed no interrogatories admission of answer to Plaintiff’s petition in state-court. Fraud upon the court perpetrated to the procurement of the March 13, 2014 final judgment in order to obtain District court order. (Pl. Ex. 3).

Plaintiff alleges Defendant JP Morgan Chase Bank N.A. EMC Mortgage LLC and Bank of New York Mellon Corporation did not have a cognizable interest in Plaintiff’s property when recorded fraudulent Deed of Trust in St. Louis County Recorder of Deeds appointing Defendant Bank of New York Mellon Corporation as Successor Trustee years beyond barred Ten-Year statute of limitation where no mortgage exist.. (Pl. Ex. 4).

Furthermore, Plaintiff alleges Defendant JP Morgan Chase Bank N.A. EMC Mortgage LLC and Bank of New York Mellon Corporation procurement of state-court final judgment to obtain District court memorandum and order, (Pl. Ex. 5), in order to purchased force placed hazard insurance on Plaintiff’s property for unjust enrichment. (Pl. Ex. 6).

Jurisdiction to Remedy Fraud upon the Court

Defendant JP Morgan Chase Bank N.A. EMC Mortgage LLC and Bank of New York Mellon Corporation merely alleges additional legal conclusion that are not supported by any factual enhancement jurisdiction to remedy fraud upon the court is inherent.

Further, Plaintiff alleges the Court can proceed even in the absence of further action by plaintiff.

Kupferman v. Consolidation Research Corp. 459 F.2d. 1072 1074 n. 1 (2d Cir. 1972). Additionally, fraud upon the court consist of inter alia” such conduct as prevents a real trial upon the issues involved. In Furnald v. Glen 64 F. 49 (2d Cir. 1894) the court applied Barrow v. Hunton. The circuit court of the United States are not precluded from exercising in proper cases the inherent jurisdiction of courts of equity to restrain the prosecution of unconscionable action at law, notwithstanding the particular action may be based upon the judgment of a state court. See: Payne v. Hook 7 Wall 425. Barrow v. Hunton, 99 U.S. 80.

Plaintiff case as pled falls with this Court’s diversity jurisdiction under 28 U.S.C. § 1332 (a). It does not seek to review or call into question the validity of the state-court March 13, 2014 final judgment so the Rooker-Feldman doctrine does not stand in its way.

See: Exxon Mobile Corp. v. Saudi Basic Indus. Corp. 544 U.S. 280 284 (2005). Great W. Mining & Mineral Co. v. Fox Rothschild LLP, 615 F. 3d 159 167 (3d Cir. 2010) (“When the source of the injury is the defendant’s action and not the state-court judgment (the federal suit is independent.

The Court should therefore, grant Plaintiff leave to amend to the entirety on grounds that plaintiff’s cause of action contained therein states facts sufficient to constitute a cause of action for Fraud upon the Court.

PLAINTIFF 'S EXHIBITS

EXHIBIT "1" Plaintiff's August 14, 1995 Null and Void Promissory Note held in estate of custody of the United States National Archives and Record Administration.

EXHIBIT "2" March 27, 2013 Deed of Trust Instrument recorded in Book 20432 Page 1398 recorded in St. Louis County Recorder of Deeds appointing Defendant Bank of New York Mellon Corporation as Successor Trustee.

EXHIBIT "3" December 23, 2013 Official transcript of State -Court Motion Hearing.

EXHIBIT "4" State Court Order and Judgment of March 13, 2014

EXHIBIT "5" United States District Court's Memorandum and Order.

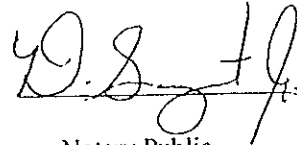
EXHIBIT "6" Defendant's JP Morgan Chase Bank N.A. letter of August 28, 2014 of forced placed hazard insurance purchased prorated effective as of May 29, 2014.

November 17, 2014

Respectfully submitted,

Cloris Banks Torrey pro se
9422 Westchester Drive
St. Louis, MO 63136
314-801-7517

Subscribed and sworn before me on 17th day of November 2014


Notary Public

My Commission Expires: 9/11/2018

State Of Missouri, County of St. Louis
Signed before me this 17th day
of November, 2014 by Cloris Banks Torrey
Notary Public D Wayne Sargent Jr.

D'WAYNE SARGENT, JR.
Notary Public - Notary Seal
State of Missouri
Commissioned for St. Louis County
My Commission Expires: Sept. 11, 2018
14630131

CERTIFICATE OF SERVICE

I hereby certify that a true and accurate copy of the foregoing Plaintiff's Reply to Defendant's Motion for Leave to Amend was served on all counsel by first class postage paid Via Certified U.S. Mail on November 17, 2014 to:

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

EXHIBIT "1"

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

all to whom these presents shall come. Greeting:

I, the undersigned, by the authority vested in me by the Archivist of the United States, I certify on his behalf, under the seal 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	
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 CASE FILED \$ 5,900 (Unsecured) \$ 5.90 (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 DEDUCTIONS: Amount of all payments on claim have been credited and deducted for the purpose of 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 judgments, 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, IT MUST BE MADE TO ANY ATTORNEY OR AGENT FOR CLAIMANT. PROPER POWER OF ATTORNEY MUST BE FILED WITH THE ATTORNEY OF RECORD FOR A JUDGEMENT CREDIT OR

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: 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: _____

A31

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>
---	------------------

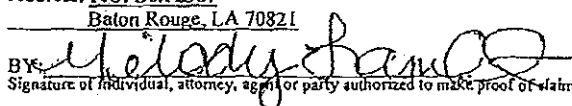
UNITED COMPANIES LENDING CORPORATION

COMPLETED BY: MELODY LAMBERT

August 26, 1998

PHONE (504) 987-3239

PROOF OF CLAIM

United States Bankruptcy Court Eastern District of Missouri		Case Number 98-47544-399	RECEIVED & FILED SEP 24 9 11 AM '98 THIS SPACE IS FOR COURT USE ONLY CLERK, U.S. B.
Name of Debtor Cloris Warren /		Chapter 7 <input type="checkbox"/> 11 <input type="checkbox"/> 12 <input type="checkbox"/> 13 <input checked="" type="checkbox"/>	
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			
Account or other number by which creditor identifies debtor 258 000 09764		Check here if this claim <input type="checkbox"/> REPLACES a previously filed claim, dated: _____ <input type="checkbox"/> AMENDS	
1. Basis for Claim <input type="checkbox"/> Goods Sold <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 114(a) <input type="checkbox"/> Services Performed <input type="checkbox"/> Wages, salaries, and compensation (fill out below) <input checked="" type="checkbox"/> Money Loaned Your social security number _____ <input type="checkbox"/> Personal Injury/Wrongful Death Unpaid compensations for services performed <input type="checkbox"/> Taxes from _____ to _____ <input type="checkbox"/> Other (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.			
<input checked="" type="checkbox"/> SECURED CLAIM \$ 52,335.90 Attach evidence of perfection of security interest Brief Description of Collateral: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe Briefly) (Ongoing: 5577.18) Amount of arrearage and other charges at time case filed included in Secured claim above, if any \$ 2,880.22		<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim. <input type="checkbox"/> 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) <input type="checkbox"/> Contributions to an employee benefit plan - U.S.C. § 507 (a)(4) <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) \$ 52,335.90 (Secured) \$ _____ (Priority)		<div style="border: 1px solid black; padding: 5px; display: inline-block;"> \$52,335.90 (Total) </div>	
<input type="checkbox"/> 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.		<input type="checkbox"/> 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.		<input type="checkbox"/> 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.		<input type="checkbox"/> 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

August 14, 1995

NOTE

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 owe under this Note. My monthly payments will be applied to interest before principal. If, on September 1, 2002, 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 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
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)

Loan No: 258-00009764
Borrower: CLORIS WARREN

EQUITY TITLE COMPANY
OF MISSOURI, INC.

Data ID: 669

137

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

751-7077

UW

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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:

~~XX~~

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. Notice. 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)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

Trustee:

AMERICAN EQUITY MORTGAGE, INC.

By: _____

By: _____

Its: _____

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.

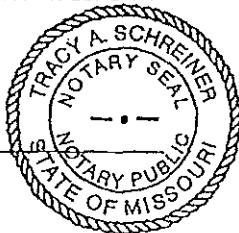
ACKNOWLEDGMENT OF BORROWER

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

[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

§
§

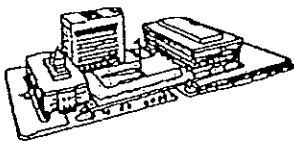
On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn (or affirmed), did say that (s)he is the _____ president of AMERICAN EQUITY MORTGAGE, INC. [strike one] [and that the seal affixed to said instrument is the corporate seal of said corporation/and 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) SS
COUNTY OF ST. LOUIS) SS
FILED FOR REC'D

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 \$ 20

STATE USER \$ 4.00

MHT FUND \$ 3.00

FAHF FUND \$ 3.00

POSTAGE \$

TOTAL \$ 50

1058070 649

Filed for Record Aug 18, 1995

Daily No. 00289

B-10580 F-0644/0649

DESTINATION
CODE 10

NOTATION

END OF DOCUMENT

Do Not Remove This Page

NATIONAL ARCHIVES AND RECORDS ADMINISTRATION

all to whom these presents shall come. Greeting:

I, the undersigned, by 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	
NAME	DATE
Rose Parisse	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 (11-86)

☐ UNSECURED NONPRIORITY CLAIMS
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 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 DEDUCTIONS: Amount of all payments on claim have been credited and deducted for the purpose of 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 judgments, 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

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 CREDIT OR

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

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: fine 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: _____

A31

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>
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INTEREST RATE ON MORTGAGE NOTE	<u>11.850 %</u>
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ONGOING MONTHLY PAYMENT (INCLUDES MONTHLY ESCROW DEPOSIT)	\$ 577.18.
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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 X

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. CT.
SEP 24 9 11 AM '98

Account or other number by which creditor identifies debtor

258 000 09764

Check here if this claim ☐ REPLACES a previously filed claim dated: SEP 11 1998
☐ 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 §)

5. TOTAL AMOUNT OF

CLAIM AT TIME \$ _____ \$ 52,335.90 \$ _____
CASE FILED (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.

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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

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

MELODY LAMBERT, BANKRUPTCY SPECIALIST

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

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

COMPLETE BELOW:

Name: _____

Address: _____

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

Loan No: 258-00009764
Borrower: CLORIS WARREN

Data ID: 669

August 14, 1995

NOTE

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, in 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 owe under this Note. My monthly payments will be applied to interest before principal. If, on September 1, 2000, 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 any 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.

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

J. Schuman

Cloris Warren
CLORIS WARREN (Seal)
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)

Loan No: 258-0000764
Borrower: CLORIS WARREN

EQUITY TITLE COMPANY
OF MISSOURI, INC.

Data ID: 669

137

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

751-7077
UN

[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

The trustee is JEFFREY A. WIND

("Borrower").

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

("Trustee").

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:

("Lender").

~~XX~~

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 seised 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. Notice. 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)]

- | | | |
|--|---|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> Graduated Payment Rider | <input type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> Biweekly Payment Rider |
| <input type="checkbox"/> Balloon Rider | <input type="checkbox"/> Rate Improvement Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Other(s) [specify] | | |

Trustee:

AMERICAN EQUITY MORTGAGE, INC.

By: _____

By: _____

Its: _____

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.

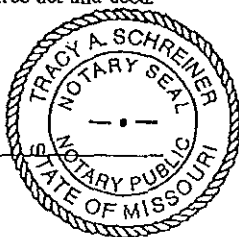
ACKNOWLEDGMENT OF BORROWER

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

[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

§
§

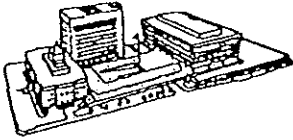
On this _____ day of _____, 19____, before me appeared _____, to me personally known, who, being by me duly sworn (or affirmed), did say that (s)he is the _____ president of AMERICAN EQUITY MORTGAGE, INC. [strike one] [and that the seal affixed to said instrument is the corporate seal of said corporation/and 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) SS
COUNTY OF ST. LOUIS)
FILED FOR RECORD

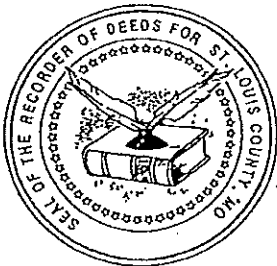
95 AUG 18 AM 8:52

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

By *[Signature]*
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.I.

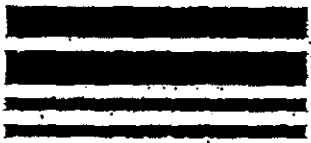
DESTINATION
CODE 10

NOTATION

END OF DOCUMENT

Do Not Remove This Page

EXHIBIT "2"



* 2013032700969 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: ASGMT
GRANTOR: EMC MORTGAGE LLC
TO: GRANTOR
GRANTEE: BANK OF NEW YORK MELLON

PROPERTY DESCRIPTION: HATHAWAY HILLS NO. 4 L: 34 PB: 53 PG: 9

Lien Number	Notation	Locator
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NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number 00969

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 3 pages, (this page inclusive), was filed for record in my office on the 27 day of March 2013 at 12:40PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

MM
Deputy Recorder



Janice M. Hammond
St. Louis County, Missouri

Return to:

Nationwide Title Clearing
2100 Alternate 19 N
Palm Harbor, FL 34683

Destination code: 4002

RECORDING FEE 27.00
(Paid at the time of Recording)

Loan #: 0005334602



Dated on 03/19 /2013 (MM/DD/YYYY).
EMC MORTGAGE LLC F/K/A EMC MORTGAGE CORPORATION

By: [Signature]
VICE PRESIDENT

(Seal)



STATE OF LOUISIANA
PARISH OF OUACHITA

On 03/19 /2013 (MM/DD/YYYY), before me appeared
[Signature] to me personally known, who did say that he/she/they is/are the
VICE PRESIDENT of EMC MORTGAGE LLC F/K/A EMC MORTGAGE CORPORATION and that the
instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and
that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).

[Signature]
[Signature]
Notary Public - State of LOUISIANA
Commission expires: Upon My Death

HELEN P. TUBBS
OUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID# 40392

When Recorded Return to: JPMorgan Chase Bank, NA, C/O NTC 2100 Alt. 19 North, Palm Harbor, FL 34683

Prepared by: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

JPCAS 19599623 -9 EMC CJ4752814 T1113035015 [C] FRMMOI



19599623

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

I, the undersigned Recorder of Deeds, within and for the county of St. Louis,
state of Missouri, do hereby certify that the foregoing is a true and complete
copy of

ASSIGNMENT

Document# 2013032700969

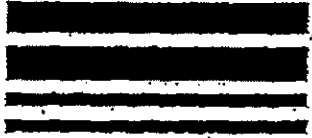
as the same appears of record in my office which is recorded in
book 20432 page 1398

IN WITNESS, my hereof I have hereunto set my hand and affixed the Seal
of said office on 02-27-2014

By *Candace Lay*
Deputy Recorder

Gerald E. Smith
Gerald E. Smith
Recorder of Deeds, St. Louis County, MO





* 2 0 1 3 0 3 2 7 0 0 9 6 9 *

JANICE M. HAMMONDS, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT	GRANTOR	TO	GRANTEE
ASGMT	EMC MORTGAGE LLC		BANK OF NEW YORK MELLON

PROPERTY DESCRIPTION: HATHAWAY HILLS NO. 4 L: 34 PB: 53 PG: 9

Lien Number	Notation	Locator
-------------	----------	---------

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

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

Document Number
00969

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 3 pages, (this page inclusive), was filed for record in my office on the 27 day of March 2013 at 12:40PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

MM
Deputy Recorder



Janice M. Hammond
St. Louis County, Missouri

Return to:

Nationwide Title Clearing 2100 Alternate 19 N Palm Harbor, FL 34683

Destination code: 4002

RECORDING FEE 27.00
(Paid at the time of Recording)

Loan #: 0005334602



Dated on 03/19 /2013 (MM/DD/YYYY).
EMC MORTGAGE LLC F/K/A EMC MORTGAGE CORPORATION

By: [Signature]
VICE PRESIDENT

(Seal)



STATE OF LOUISIANA
PARISH OF QUACHITA

On 03/19 /2013 (MM/DD/YYYY), before me appeared
[Signature] to me personally known, who did say that he/she/they is/are the
VICE PRESIDENT of EMC MORTGAGE LLC F/K/A EMC MORTGAGE CORPORATION and that the
instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and
that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).

[Signature]
[Signature]
Notary Public - State of LOUISIANA
Commission expires: Upon My Death

HELEN P. TUBBS
QUACHITA PARISH, LOUISIANA
LIFETIME COMMISSION
NOTARY ID# 40392

When Recorded Return to: JPMorgan Chase Bank, NA, C/O NTC 2100 Alt. 19 North, Palm Harbor, FL 34683
Prepared by: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
JPCAS 19599623 -9 EMC CJ4752814 T1113035015 [C] FRMMO1



19599623

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

I, the undersigned Recorder of Deeds, within and for the county of St. Louis,
state of Missouri, do hereby certify that the foregoing is a true and complete
copy of

ASSIGNMENT

Document# 2013032700969

as the same appears of record in my office which is recorded in
book 20432 page 1398

IN WITNESS, my hereof I have hereunto set my hand and affixed the Seal
of said office on 02-27-2014

By *Condell Lip*
Deputy Recorder

Gerald E. Smith
Gerald E. Smith
Recorder of Deeds, St. Louis County, MO



EXHIBIT "3"

1 IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
2 TWENTY-FIRST JUDICIAL CIRCUIT, Division 8
3 Before the Honorable Tom DePriest, Jr.

4 CLORIS BANKS TORREY;
5 FKA CLORIS WARREN,

6 Plaintiff,

7 vs.

8 JP MORGAN CHASE BANK,

9 Defendant.

)
)
)
)
) Cause No. 13SL-CC02395
)
)
)

10
11 Motion Hearing

12 December 23, 2013

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18 Juliet M. Hovey
19 Certified Court Reporter
20 State of Missouri

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22 ORIGINAL
23 FILED
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DECEMBER 23, 2013

THE COURT: We're here this morning in Cause No. 13SL-CC2395, Cloris Banks Torrey, further known as Cloris Warren, as plaintiff vs. JP Morgan Chase Bank as defendant. Present for the hearing today -- Are you Miss Torrey?

MS. TORREY: Yes.

THE COURT: Who might these individuals be?

MR. TORREY: Ronald Torrey, her husband.

MR. JONES: Alan Jones.

THE COURT: Do any of you have a license to practice law?

MS. TORREY: No.

MR. JONES: No.

THE COURT: Representing the defendant, JP Morgan, Jim Wyrsh. We are here on plaintiff's motion for leave to file a second amended motion to set aside or vacate the dismissal order and reinstate statements of cause. On October 30th I entered a motion, defendant's motion to dismiss or in alternative motion for defendant's more definite statement was called and heard. Plaintiff did not appear, and defendant's motion was granted, and the petition was dismissed with prejudice. I also dismissed all outstanding motions.

1 Ma'am, it's your motion. You may proceed.

2 MS. TORREY: Okay. I would like --

3 THE COURT: One, is there anything filed
4 in the federal court on this?

5 MS. TORREY: Yes, it is.

6 THE COURT: Okay.

7 MR. WYRSCH: There's a pending case, but
8 the Judge hasn't issued process yet. He dismissed the
9 first complaint as asked, Miss Torrey briefly --

10 MS. TORREY: I object, your Honor. There
11 is no witnesses.

12 THE COURT: I'm asking. I'm just asking.
13 I asked what is the status of the federal case, if he
14 knows.

15 MR. WYRSCH: The Court asked the Judge
16 to -- Miss Torrey filed amended complaints which she
17 did, and then the Judge said there's been no
18 process.

19 THE COURT: There is something filed down
20 there?

21 MR. WYRSCH: Yes.

22 MS. TORREY: Your Honor, I would like to
23 call to the Court's attention that I did not receive
24 the notice, and I did not have an opportunity to raise
25 jurisdiction. I did not receive a motion. I did not

1 receive any of the admissible evidence before the
2 Court, no motion of authority cited which supports such
3 a dismissal of plaintiff's petition and all outstanding
4 motions.

5 MR. WYRSCH: Judge --

6 ~~MS.~~ TORREY: I object. He doesn't have
7 any witness, your Honor.

8 THE COURT: He's counsel. It's like he
9 could object to everything you're saying. If we're
10 going to do that --

11 MS. TORREY: May I submit this for
12 judicial notice?

13 THE COURT: I'll be happy to take it.

14 MS. TORREY: Thank you, sir. I would like
15 to file that.

16 MR. WYRSCH: The Court did not send notice
17 of the hearing. My assistant did. If the issue here
18 is that she's claiming she didn't get notice, I'm not
19 going to have a fight about that. If she wants to have
20 her petition heard, I've got no objection to setting
21 aside the dismissal order, re-noticing the dismissal to
22 give her full notice. I know we sent the notice out
23 but --

24 THE COURT: Would that be okay with you?

25 MS. TORREY: No. I'm sorry.

1 THE COURT: I can set aside the dismissal
2 and we can set your motion for a hearing on a date
3 certain so that I can hear it. Do you want to do that?

4 MS. TORREY: That's fine. Yes.

5 THE COURT: Please get Kim for me. My
6 trial for January 6th I think is going to be going away
7 so we will hear it then.

8 MS. TORREY: Also, your Honor, I would
9 like to submit to the Court for lack of jurisdiction on
10 this matter and my affidavits and my exhibits.

11 THE COURT: You might want to keep these
12 until we hear your motion. Do you want -- That might
13 be more appropriate. I'll be happy to --

14 MS. TORREY: I would like to file it.

15 THE COURT: I need a date to hear this.

16 MR. WYRSCH: I don't know what the
17 documents are.

18 THE COURT: I'm going to show them to you.

19 MS. TORREY: I have a copy for him if you
20 want.

21 THE COURT: Would you give him a copy
22 please. I'm going to have it file-stamped real quick.

23 MS. TORREY: Thank you. Thank you.

24 THE COURT: So we have filed --
25 sir, do you have it in front of you?

1 MR. WYRSCH: Uh-huh.

2 THE COURT: Plaintiff's motion for leave
3 to file motion to strike defendant and counsel's motion
4 to dismiss order for lack of subject matter
5 jurisdiction, do you have that?

6 MR. WYRSCH: Uh-huh.

7 THE COURT: Motion for defendant counsel
8 statement on record be stricken and judicial notice of
9 motion for affirmation of proof of authority to
10 represent, do you have that?

11 MR. WYRSCH: I don't know if I have that
12 one.

13 THE COURT: Affidavit in support of motion
14 to dismiss for lack of subject matter jurisdiction.
15 Let's do this. I'm going to set these up here.

16 Tom, would you go over with counsel. I want one
17 copy made.

18 How about January 8, 1:30?

19 MR. WYRSCH: That's bad for me. I have a
20 deposition on the 7th, 8th, and 9th, a rather nasty
21 case.

22 THE COURT: I want to make sure you have
23 copies of everything. How about the 14th at 9 o'clock?
24 That's a Tuesday.

25 MR. WYRSCH: That works.

1 THE COURT: I will grant your motion to
2 set aside the dismissal. We will take up the
3 defendant's motion to dismiss or more definite
4 statement on the 14th at 9 a.m. So if I could get a
5 memo to that effect, Mr. Wyrsh. Is there anything
6 else we need today?

7 MR. WYRSCH: I don't believe so.

8 THE COURT: I will take up these motions
9 on that date too.

10 MR. WYRSCH: Sure, my motion and then all
11 of plaintiff's.

12 THE COURT: All of plaintiff's outstanding
13 motions will be taken up that day. I want to make sure
14 that you have copies of all this.

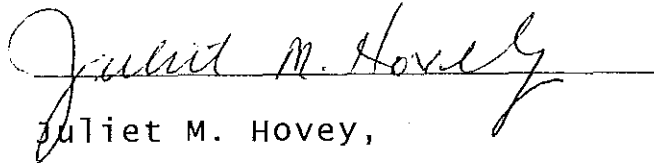
15 MR. WYRSCH: I do.

16 THE COURT: Okay. I'll get these file-
17 stamped. I'll get a minute entry. If you will give me
18 a memo, January 4th, 9 a.m.

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REPORTER'S CERTIFICATE

I, Juliet M. Hovey, Certified Court Reporter for Division 8 of the St. Louis County Circuit Court, do hereby certify that I was the official reporter in the case of Cloris Banks Torrey, plaintiff, vs. JP Morgan Chase Bank, defendant, Cause No. 13SL-CC02395, and I further certify that the foregoing pages contain a true and accurate reproduction of my shorthand notes.

A handwritten signature in cursive script, reading "Juliet M. Hovey", is written over a horizontal line.

Juliet M. Hovey,

Official Court Reporter

EXHIBIT "4"

FILED

MAR 13 2014

JOAN M. GILMER
CIRCUIT CLERK, ST. LOUIS COUNTY

IN THE CIRCUIT COURT OF THE COUNTY OF ST. LOUIS
STATE OF MISSOURI

CLORIS BANKS TORREY)

Plaintiff,)

v.)

JPMORGAN CHASE BANK, et al.,)

Defendants.)

Case No. 13SL-CC02395

Division No. 8

ORDER and JUDGMENT

Defendant JPMorgan Chase Bank, N.A.'s Motion to Dismiss Plaintiff Cloris Banks Torrey's Verified Second Amended Supplemental Petition was called and heard on March 7, 2014. After reviewing the memorandum filed by Defendant, this Court grants Defendant's Motion to Dismiss and Plaintiff's Petition is dismissed with prejudice.

Procedural History

On October 26, 2012, Plaintiff filed a suit titled Cloris Warren Torrey v. American Equity Mortgage, et al., No. 12SL-CC04119. That suit made substantially similar allegations as this case against, among others, JPMorgan Chase Bank, N.A. That case was dismissed without prejudice on March 26, 2013.

On July 9, 2013, Plaintiff filed the instant action. Plaintiff's Petition was previously dismissed by this court with prejudice on October 30, 2013. This court set aside the dismissal order on December 23, 2013, and granted leave to Plaintiff to file her Second Amended Petition. Plaintiff filed her Second Amended Petition and asserted that Defendant was not properly assigned an interest in certain property located at 9422 Westchester Drive, Jennings, Missouri 63136.

Plaintiff's Second Amended Petition

Based on the allegation that Defendant has no right to foreclose on the property and no right to collect on the mortgage, Plaintiff asserts four causes of action: (1) set aside the wrongful foreclosure; (2) quiet title; (3) slander of title; and (4) violation of the Fair Debt Collect Practices Act. Even taking all of Plaintiff's allegations as being true for purposes of considering a motion to dismiss, the factual allegations in Plaintiff's Second Amended Petition refute her legal claims.

Plaintiff does not provide a factual basis to support her claim that Defendant did not have a right to foreclose on the property. Indeed, the documents attached to the Second Amended Petition actually appear to establish a chain of assignments of the mortgage encumbering the property from the original lender to Defendant. (Exhibits K, O, Q, R to the Petition). Accordingly, all of her claims fail because there are no facts supporting any of the four causes of action. Plaintiff also admits in the Second Amended Petition that she defaulted on the loan. (Petition, ¶ 45). Accordingly, Plaintiff has failed to state an essential element for a claim of wrongful foreclosure.

As this is Plaintiff's second lawsuit making substantially similar arguments against Defendant, and as Plaintiff has had two opportunities to amend her pleadings and a hearing on the motion, Plaintiff's Second Amended Petition is dismissed with prejudice.¹

Other Outstanding Motions

¹ In her petition, Plaintiff also named EMC Mortgage LLC and Bank of New York Mellon. Neither party has been served with a summons, and Plaintiff has not requested a summons to be issued as to them. Moreover, the claims against these defendants in the Second Amended Petition suffer from the same fatal defects as the claims against Chase. Accordingly, the claims against EMC Mortgage LLC and Bank of New York Mellon will also be dismissed.

All other outstanding motions filed by Plaintiff are denied. Plaintiff has filed other motions in this proceeding that now are moot in light of the court's order on Defendant's motion to dismiss. Plaintiff's Motion of Sanctions is denied. Plaintiff's Entry of Default is denied. Plaintiff's Motion for Leave to File Declaratory Judgment Pursuant to Missouri Supreme Court Rule 87.01 is denied. Plaintiff's Motion to Compel for Proof of Authority to Represent is denied. Plaintiff's Request for Judicial Notice of Motion in Opposition to Defendants Renewed Motion to Dismiss filed is denied. Plaintiff's Second Application for Entry of an Interlocutory Order of Default is denied. Plaintiff's Request to Amend is denied.

Dated: _____

3/13/14

SO ORDERED:

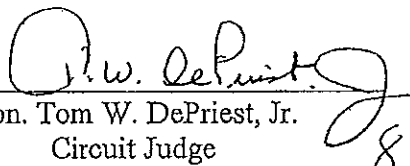

Hon. Tom W. DePriest, Jr.
Circuit Judge

EXHIBIT "5"

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

CLORIS BANKS TORREY

Plaintiff,

v.

JP MORGAN CHASE BANK, et al.,

Defendants.

No. 4:13CV1611 CEJ

MEMORANDUM AND ORDER

This matter is before the Court on plaintiff's submission of her amended complaint. The Court has reviewed plaintiff's amended complaint and the record before it in its entirety, and after taking judicial notice of plaintiff's state court action, see Torrey v. JP Morgan, Case No. 13SL-CC02395 (St. Louis County, Missouri), the Court will dismiss this case pursuant to 28 U.S.C. ' 1915(e)(2)(B), on the basis of res judicata.

28 U.S.C. § 1915(e)

Pursuant to 28 U.S.C. ' 1915(e)(2)(B), the Court must dismiss a complaint filed in forma pauperis if the action is frivolous, malicious, fails to state a claim upon which relief can be granted, or seeks monetary relief from a defendant who is immune from such relief. An action is frivolous if it lacks an arguable basis in either law or fact.^e Neitzke v. Williams, 490 U.S. 319, 328 (1989); Denton v. Hernandez, 504 U.S. 25, 31 (1992). An action is malicious if it is undertaken for the purpose of harassing the named defendants and not for the purpose of vindicating a cognizable right. Spencer v. Rhodes, 656 F. Supp. 458, 461-63 (E.D.N.C. 1987), aff'd 826 F.2d 1059 (4th Cir. 1987). A complaint fails to state a claim if it does not plead enough facts to state a claim to relief that is plausible on its face.^e Bell Atlantic Corp. v. Twombly, 550 U.S. 544, 570 (2007).

To determine whether an action fails to state a claim upon which relief can be granted, the Court must engage in a two-step inquiry. First, the Court must identify the allegations in the complaint that are not entitled to the assumption of truth. Ashcroft v. Iqbal, 129 S. Ct. 1937, 1950-51 (2009). These include Alegal conclusions^o and A[t]hreadbare recitals of the elements of a cause of action [that are] supported by mere conclusory statements.^o Id. at 1949. Second, the Court must determine whether the complaint states a plausible claim for relief. Id. at 1950-51. This is a Acontext-specific task that requires the reviewing court to draw on its judicial experience and common sense.^o Id. at 1950. The plaintiff is required to plead facts that show more than the Amere possibility of misconduct.^o Id. The Court must review the factual allegations in the complaint Ato determine if they plausibly suggest an entitlement to relief.^o Id. at 1951. When faced with alternative explanations for the alleged misconduct, the Court may exercise its judgment in determining whether plaintiff's proffered conclusion is the most plausible or whether it is more likely that no misconduct occurred. Id. at 1950, 1951-52.

The Amended Complaint

Plaintiff, Cloris Banks Torrey, a resident of St. Louis, Missouri, filed this action on August 19, 2013, against numerous defendants for "violations of plaintiff's fundamental rights to due process." Plaintiff asserts throughout the numerous filings in this case that she maintains a property interest in a house located at 9422 Westchester Drive, St. Louis, Missouri, 63136.

Named as defendants in this action are four corporate entities: JP Morgan Chase Bank N.A. as Trustee for Bear Stearns Backed Certificates; JP Morgan Chase Bank as a Loan Servicer; EMC Mortgage, LLC; and the Bank of New York Mellon in its Capacity as a Successor Trustee.

Plaintiff seeks to have this Court declare defendants' actions relating to the property on Westchester Drive in violation of plaintiff's due process rights. She alleges that defendants have

engaged in an unlawful taking^e of her property without following the process mandated by state and federal laws.^e

In mostly conclusory pleadings, plaintiff seeks relief for alleged violations of the following federal statutes: Truth in Lending Act ("TILA"), 15 U.S.C. ' 1601 et seq., Real Estate Settlement Procedure Act ("RESPA"), 12 U.S.C. ' 2601 et seq., Fair Credit Reporting Act ("FCRA"), 15 U.S.C. ' 1681 et seq., and Fair Debt Collection Practices Act ("FDCPA"), 15 U.S.C. ' 1692 et seq. In addition, plaintiff asserts state-law claims for: lack of standing,^e wrongful foreclosure,^e quiet title,^e slander of title,^e fraudulent inducement,^e and an accounting.^e

She states that an entity she refers to as "PHH" is the "nominee and/or beneficiary under the deed of trust." Plaintiff further states that, after undergoing surgery in June 2010, she found it difficult to keep up with her bills, and she ultimately fell four months behind on her mortgage note. Plaintiff alleges that approximately two years later, in March 2012, she sent a monthly mortgage check to PHH, but the check was returned because it did not include all of the late payments or the assessed late fees. Plaintiff complains that myriad expenses were added to the amount owed, including fees for an attorney, title updates, mailing, property inspection, trustee, and publications. Plaintiff states that "in violation of good faith and fair dealing, defendant consistently placed the amount due just outside the reach of plaintiff to make [the] mortgage current."

Plaintiff filed for bankruptcy protection on August 2, 2012. On October 18, 2012, the bankruptcy court granted a motion to remove the automatic stay. Plaintiff states that she was advised she could contact the mortgage company to find out the amount due on her mortgage, but when she did, she was told her house was scheduled to be sold on October 19, 2012. Plaintiff alleges that she did not receive a notice of default or notice of trustee sale relative to the

October 19th sale, which apparently never took place. Plaintiff states that she subsequently received a letter from one of the defendant's attorneys, stating that she owed \$6,000 in past-due mortgage payments and \$4,123.03 in fees.

Plaintiff states that on October 26, 2012, she had a mortgage assessment of her mortgage documents by her legal advisor . . . and found discrepancy and non-disclosure of the required documents by federal law that requires a disclosure of financial documents and not disclosed to [her].⁹ Plaintiff alleges that there is a "Notice of Trustee's Sale" which states that her home will be sold at public auction to the highest bidder, but "none of these alleged beneficiaries or representatives of the beneficiary have the original note to prove that they are in fact the party authorized to conduct the foreclosure on November 19, 2012." Plaintiff claims that the sale of her home would violate Missouri law, because "the Trustee was not in possession of the original Note, [and] the Note when it was assigned to the current beneficiary did not convey the power of sale because it violated the terms of that the assignment when it was made to the current that [sic] the Note executed by Plaintiff was no longer a negotiable instrument because the assignment was not physically applied to the Note."

Plaintiff seeks monetary damages and injunctive relief in this action against defendants. Plaintiff also seeks attorneys' fees and costs although she is at this time representing herself pro se.

Discussion

Plaintiff's pro se amended complaint, and numerous supplements to her complaint, are long and rambling and often times incoherent. However, a thorough review of the record and Missouri Case.Net at <https://www.courts.mo.gov/casenet/cases/searchDockets/> has revealed that plaintiff has attempted to litigate this matter on several fronts, to no avail. Most recently, plaintiff filed an action in St. Louis County against the same four defendants in the present

action. See Torrey v. JP Morgan, Case No. 13SL-CC02395 (St. Louis County, Missouri).

In that case, plaintiff alleged that defendants had no right to foreclose upon her property at 9422 Westchester Drive and no right to collect upon the mortgage. She asserted four causes of action against defendants: (1) set aside the wrongful foreclosure; (2) quiet title; (3) slander of title; (4) violation of the Fair Debt Collection Practices Act. Upon defendants' motion to dismiss plaintiff's complaint, the state court found, upon reviewing the documents attached to plaintiff's second amended complaint, that plaintiff's own admissions in her pleading and the documents attached to her pleading refuted her legal claims. Moreover, there were no facts alleged in the complaint that supported any of the four causes of action. Specifically, plaintiff had included no facts in her complaint showing that defendants had no right to foreclose upon the property. Indeed, the state court found that plaintiff's documents "appeared to establish a chain of assignments of the mortgage encumbering the property from the original lender to defendant." Additionally, the court found that plaintiff admitted "that she defaulted on the loan;" thus, she "failed to state an essential element for a claim of wrongful foreclosure." The state court dismissed plaintiff's lawsuit with prejudice on March 13, 2014.

The principle behind the doctrine of res judicata is that "[f]inal judgment on the merits precludes the relitigation of a claim on any grounds raised before or on any grounds which could have been raised in the prior action." Poe v. John Deere Co., 695 F.2d 1103, 1105 (8th Cir.1982). In order for a claim to be precluded under the doctrine of res judicata, the following five elements must be satisfied: (1) the first suit resulted in a final judgment on the merits; (2) the first suit was based on proper jurisdiction; (3) both suits involve the same parties (or those in privity with them); (4) both suits are based upon the same claims or causes of action; and (5) the party against whom res judicata is asserted must have had a full and fair opportunity to litigate the matter in the proceeding that is to be given preclusive effect. Rutherford v. Kessel, 560 F.3d 874,

877 (8th Cir.2009).

The doctrine of res judicata applies in this case. The final judgment in plaintiff's previous case against defendants was on the merits, and the court had jurisdiction to adjudicate the claims. See Torrey v. JP Morgan, Case No. 13SL-CC02395 (St. Louis County, Missouri). The prior suit involved the same parties that are involved in the instant case. Additionally, both suits are based upon the same claims or causes of action. The issue plaintiff seeks to adjudicate in the present quiet title action concerns the ownership of the very same property. Plaintiff attempted to claim her rightful ownership of the same parcel of property in her previous state-court suit. Both suits contest the foreclosure of the property, thus the suits arise out of the same nucleus of operative facts and res judicata is applicable. See Rutherford, 560 F.3d at 877. Finally, plaintiff had a full and fair opportunity to litigate her claims in the first suit.

In fact, plaintiff brought an even earlier action, Torrey v. American Equity Mortgage, No. 12SL-CC04119, in which she made allegations that were substantially similar to those she makes in this case and in the second state-court action and which also named the same defendants. That case was dismissed without prejudice on March 26, 2013. Because all of the elements of res judicata are satisfied by the dismissal of Torrey v. JP Morgan, Case No. 13SL-CC02395, with prejudice, the doctrine precludes plaintiff's current action against defendants.

To the extent that plaintiff is seeking to have this Court void or overturn the state court's decision, this Court lacks jurisdiction to do so. Postma v. First Fed.Sav. & Loan, 74 F.3d 160, 162 (8th Cir. 1996). "Review of state court decisions may only be had in the Supreme Court." Id.

Moreover, plaintiff's conclusory allegations that defendants violated federal banking and credit laws during the foreclosure process cannot sustain a claim for relief. These claims were extinguished by the doctrine of res judicata, as the state-court action was dismissed with

prejudice. See, e.g., Mischia v. St. John's Mercy Health Systems, 457 F.3d 800, 804 (8th Cir. 2006) ("a prior judgment bars a subsequent claim arising out of the same group of operative facts even though additional or different evidence or legal theories might be advanced to support the subsequent claim"). Plaintiff raised her Fair Debt Collection Act claim in the state-court action, and she could have raised any of the other federal claims in the prior action if she had so chosen.

Additionally, plaintiff's remaining allegations relative to violations of RESPA, ECOA, FCRA, TILA and HOEPA fail to allege sufficient facts to state a claim or cause of action for a violation of her rights under the aforementioned federal statutes.¹ Her allegations are both conclusory and unsupported by sufficient facts, and they are riddled with disjointed legal jargon, followed by unrelated and general references to one of the aforementioned federal statutes.

The Federal Rules of Civil Procedure require litigants to formulate their pleadings in an organized and comprehensible manner. Even pro se litigants are obligated to abide by the Federal Rules of Civil Procedure. See U.S. v. Wilkes, 20 F.3d 651, 653 (5th Cir. 1994); Boswell v. Honorable Governor of Texas, 138 F.Supp.2d 782, 785 (N.D. Texas 2000); Fed.R.Civ.P. 8(a)(2) (complaint should contain Ashort and plain statement[®] of claims); Fed.R.Civ.P. 8(e)(2) (each claim shall be Asimple, concise, and direct[®]); Fed.R.Civ.P. 10(b)(parties are to separate their claims within their pleadings Athe contents of which shall be limited as far as practicable to a single set of circumstances[®]). Although the Court is to give the complaint the benefit of a liberal construction, the Court will not create facts or claims that have not been alleged. In the instant case, plaintiff has failed to set forth, in a simple, concise, and direct manner as to each of the named defendants, the specific factual allegations supporting each of her RESPA, ECOA,

¹ Plaintiff's allegations regarding GLBA and HMDA violations are also subject to dismissal for failure to state a claim, because there is no private right of action under either statute. See Wood v. Greenberry Financial Services, Inc., 2012 WL 5381817 (D.Haw. 2012) (citations omitted) (GLBA); 15 U.S.C. ' 6805(a); Hewett v. Shapiro & Ingle LLP, 2011 WL 4550139 (M.D.N.C. 2011) (HMDA); 12 U.S.C. ' 2804.


FCRA, and HOEPA claims. As such, the Court will dismiss these federal claims pursuant to ' 1915(e)(2)(B).

Accordingly,

IT IS HEREBY ORDERED that the Clerk shall not issue process or cause process to issue upon the amended complaint, because the amended complaint is legally frivolous and fails to state a claim upon which relief can be granted. See 28 U.S.C. ' 1915(e)(2)(B).

IT IS FURTHER ORDERED that all pending motions are denied.

Dated this 24th day of April, 2014.



CAROL E. JACKSON
UNITED STATES DISTRICT JUDGE

EXHIBIT "6"

\$01746



ZIP 63102
011D12602813



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

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



Rhiana A. Luaders
Direct 314/259-2541
Fax 314/259-2020
rhiana.luaders@bryancave.com

September 4, 2014

VIA U.S. MAIL ONLY

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

Re: Account: 00005334602

Dear Ms. Torrey:

We represent JPMorgan Chase Bank, N.A. ("Chase"), the servicer of your mortgage loan on the property located at 9422 Westchester, St. Louis, Missouri 63136. Enclosed please find correspondence from Chase regarding hazard insurance for this property. Chase requested that we forward the enclosed documents for your attention.

If you have any questions, please do not hesitate to contact me at 314-259-2541.

Very truly yours,

Rhiana A. Luaders

Enclosure

Bryan Cave LLP
One Metropolitan Square
211 North Broadway
Suite 8500
St. Louis, MO 63102-2750
Tel (314) 259-2000
Fax (314) 259-2020
www.bryancave.com

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

August 28, 2014

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

Account: 0005334602

Subject: We've purchased lender-placed insurance 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 annual policy that we bought is effective as of 05/29/2014. 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 \$1,317.00 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 2. Reference PIN Number CH156 3. Update your insurance coverage using the information provided on your insurance policy	Mail 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	Fax your insurance documents with the enclosed cover sheet to: 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

2102H3-0614

JPMORGAN CHASE BANK, N.A.
INSURANCE PROCESSING CENTER
P.O. BOX 100564
FLORENCE, SC 29502-0564

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

Re: 0005334602

