

No: 53819-9-II

**COURT OF APPEALS, DIVISION II  
OF THE STATE OF WASHINGTON**

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IN RE: APPEAL OF MOTION TO DISMISS ORDER OF SALE

CITIMORTGAGE INC.  
Appellee,

And

Paul Moseley  
Appellant

FILED  
COURT OF APPEALS  
DIVISION II  
2020 JAN -2 PM 1:07  
STATE OF WASHINGTON  
CLERK

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Appeal from the Superior Court of Jefferson County

Case No: 16-2-00216-1

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**APPELLANT'S OPENING BRIEF**

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Paul Moseley  
Appellant Pro se

101 Fleet Drive  
PortLudlow, WA 98365  
360-301-9962

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## Introduction

The matter having come on regularly before the court the 6<sup>st</sup> day of September 2019 and Judge Keith Harper having not heard the arguments of both parties, having made a ruling denying the Motion to vacate an order of foreclosure sale on real property located at 101 Fleet Drive Port Ludlow Washington. CitiMortgage Inc. was the servicer for an account associated with the subject property and prevailed on a judicial foreclosure process by summary judgment. Subsequently CitiMortgage relinquished its serving rights to CENLAR. Ample evidence was provided to show the new servicer on the account indicating a transfer or sale of the subject Account. At hearing Judge Harper did not allow time to address the two issues before the trial court. Those issues included a wrongful party listed in the case, Michelle L. Moseley, who the Plaintiff had released from the Account by a settlement and release agreement signed a year prior. The other issue being that the account had been assigned, sold or transferred to CENLAR, a separate mortgage servicing company, and that the Plaintiff CitiMortgage was no longer a party having Standing to foreclose. The trial court would overlook the later issue and focus only on the fact that the Defendant Paul Moseley could not represent Michelle L. Moseley and therefore the motion was denied on that account alone and the evidence presented in and on the record was not considered or rebutted by the

Plaintiff. The issues of material fact on the record and presented herein were not contested by the Appellee CitiMortgage. The Appellant believes the trial court has erred when it did not consider the evidence presented and rather focused almost entirely the Motions merit on one issue, that of the lack of the Defendant's ability to represent another party named in the case which was a red herring because it was never implied, sought or assumed. The Defendant in this case was simply informing the court of the error. For the trial court to disregard the evidence presented, showing a new servicer had replaced Citi Mortgage on the subject account a year previously and to allow Citi Mortgage to foreclose on an account that it no longer controlled would create inconsistency in the way the law is applied by the courts relying on state statues, and maxims of law. There are two assignments of error for review and abuses of process and procedure, presented herein.

### History

In 2008, the Appellant, Paul Moseley was married. He and his wife at the time, signed documents believing they were obtaining a loan for their residential home. Inaccuracies in billing begin to become apparent straight away and Mr. Moseley began reaching out by phone to what he believed was his Lender, Citi Mortgage Inc. from here on "CMI." Time

and time again the Appellant, Paul Moseley would be told by the service representative on the phone that they were unable to access records but that a supervisor from CMI would return the call. Because these returned calls never came, Moseley began writing letters of inquiry to CMI regarding his account. The only replies he would receive were boiler plate letters that indicated that CMI had received the mail correspondence. Moseley was stonewalled for months even years, both telephonically and by mail correspondence. The Moseley's, as a last resort, suspended payments until such time as the couple could verify that they were paying the correct party and that the accounting errors would be resolved. Finally, with penalties accruing as a result of payment suspension and still having received no reply from CMI, Mr. Moseley began a series of law suits against CMI in small claims court for the damages that the uncorrected accounting errors were causing his family. Several default judgements were entered in favor of Moseley because CMI would not appear. Eventually Moseley filed a law suit in the District Court for errors found in servicing and negligence of the duties required for servicing an account under federal consumer laws. The District Court did not find Moseley's Pro Se arguments convincing. Even after appeal in the 9<sup>th</sup> circuit court, there was no relief for the Moseley's other than the few small claims judgments in Moseley's favor. In November of 2012, after being

convinced that the court would not be a place for remedy, the Moseley's attempted to satisfy the obligation in full and thus unencumber their home and the subject Real Property. CMI refused the tender and returned the instrument that was made in the full amount which also included all fees and penalties that were assessed during the time period when TILA and RESPA issues were under review of a federal court associated with this account. Another federal case ensued regarding the form of payoff that would be acceptable to CMI because they had refused the funds for full satisfaction. Moseley believed that CMI's refusal of funds constituted lawful discharge to the same, according to clearly written federal laws. Unfortunately Moseley found no success in prosecuting the matter in federal court. The federal court ruled that the payment was "conditional" because Moseley had required the return of the original Note in exchange for the tender. Moseley did not see this full satisfaction as a conditional payment because before the time when Notes were securitized, the return of the original promissory Note to the Mortgagor was customary. Finally, CMI after transferring its servicing rights to CENLAR well over a year ago, is now currently attempting to foreclose (Not with Standing) as an illegitimate Servicer on an account that CMI no longer services.

### **Assignments of Error**

1. The trial court erred when it denied Mr. Moseley's Motion to vacate the Order of Sale dated 6/26/19. Mr. Moseley's Declaration and the evidence presented was ignored and was not rebutted as the record will show. The trial court is an administrator and should not be an advocate for either party. Practicing law from the bench is improper and willfully ignoring the evidence un-righteously suppresses justice. In this case the trial court should have granted the motion to vacate upon the grounds that CMI relinquished its servicing duties to CENLAR furthered by the fact that this claim goes unrebutted. The Appellant did not expect to have to argue the law based on statute because common sense and reason, in this case, should have prevailed in the district court. The district court did not and would not refer to the evidence entered but rather would focus on a non-issue of Moseley's attempted representation that opposing council introduced as a ploy to distract the district court from the genuine issues. The servicing of this account has been assigned, sold or transferred from CMI to CENLAR and the Appellant will argue that the law prohibits tandem servicing and the only Servicer with standing to foreclose on behalf of the Lender is the current Servicer, that servicer is CENLAR.

2. The trial court erred when it assumed Mr. Moseley was attempting to represent Ms. Moseley by informing the court that Ms. Moseley was no longer a party to this action and the evidence entered would show that a settlement had been reached wherein in section 1 of the

recitals the Releasor, CMI “on its [own] behalf, release, waive, remit, acquit, satisfy and forever discharge RELEASEE from any and all claims, demands, damages, debts, liabilities, obligations, contracts, agreements, causes of action, suits and costs, of whatever nature, character or description, whether known or unknown...” The record speaks for itself and no representation by Mr. Moseley of Ms. Moseley was attempted or implied. Yet, the court used this as the basis to deny the subject Motion. The Appellant maintains that the parties were listed inaccurately and at a minimum the motion should have been granted so that the proper parties could have been corrected and so that unintended consequences, even to CMI’s own detriment, could be considered and avoided. The court erred when it did not consider process or procedure necessary.

#### STATEMENT OF THE CASE

In August the respondent, CMI served the Appellant, Mr. Moseley with an Order of Sale of his real property dated July 26, 2019. Moseley filed a motion to vacate the Order based on two issues. Moseley contends that while CMI did have a right to foreclose granted by summary judgement in 2017, they subsequently assigned, sold or transferred the account to CENLAR who now services the account for the Lender, Fannie Mae. The Servicer of account is the only party with Standing to foreclose because it is the only legal party that can act on behalf the Lender as its representative. In this case the trial court appears to ignore the facts and

evidence of the case CP 167 and rather, focuses on a false assumption that Mr. Moseley wishes to represent his ex-wife Ms. Moseley instead of the facts and evidence of a transfer to from CMI to CENLAR CP 167 Appendix 1&2. Today's consumer protection rules originate from the Dodd-Frank Wall Street Reform and Consumer Protection Act, which directed the Consumer Financial Protection Bureau (CFPB) to implement reforms for the mortgage servicing industry. The Consumer Financial Protection Bureau issued rules to establish strong protections for struggling homeowners facing foreclosure. The rules also protect mortgage borrowers from costly surprises and runarounds by their servicers. This case is a perfect example of the Servicing "runaround" these laws were created to protect the consumer from becoming entrapped. The Appellant in this case contends that CMI having assigned, sold or transferred its interest in the servicing of a loan for Fannie Mae to another company such as CENLAR, the Appellee CMI would have no further interest or standing in the matter. It would be much like a person claiming to have sold a car yet kept the title to it. That would be considered fraud to the average person. For the district court to allow two separate Servicing companies to have simultaneous control over a loan creates and environment for dual tracking which is expressly prohibited under CFPB rules. In this case, CENLAR the current Servicer, is working with the Appellant on loss mitigation while CMI moves forward in an aggressive attempt to foreclose. It is applicable to the statement of the case to the extent that either CMI holds control or CENLAR holds control of the Fannie Mae account. For the district court to recognize both companies

simultaneously as Servicers, or both companies maintaining an interest creates an unethical and unfair environment for the consumer (emphasis added). This environment is precisely what Consumer Financial Protection Bureau intended to stomp out. Just one example mentioned previously is Dual tracking. As an example, In this present case, on the same subject property, CMI obtained an ORDER OF SALE on November 4, 2019 while CENLAR provided the Appellant a “loan workout” program just 10 days later, on November 14, 2019. This court cannot ignore the double standard the district court has applied in denying the Appellant’s Motion. The district courts disregard has caused greater legal ramifications for both Appellant and Appellee.

### LEGAL ISSUES FOR ARGUMENT

The questions that the Appellant asks the Court to consider are:

1. Is the remedy of judicial foreclosure on a certain real property available to a former Servicer having no interest or standing after relinquishing its servicing rights to separate Servicing company that currently represents a Lender such as Fannie Mae? And... If in-fact that remedy is available in such a case, is that remedy available to the previous Servicer while the current Servicer is perusing a loan work out with the customer?
2. Is the remedy of judicial foreclosure available to a party against another party that they have a signed-around written settlement of understanding that prevents such action upon the party to which they have surrendered all rights of legal actions.

## ARGUMENT

I. The first issue in controversy that the Appellant submits to the court is the issue of dual Servicing where in a mortgage servicer such as CMI surrenders its servicing rights to another mortgage servicing company, in this case CENLAR, on behalf of the Lender Fannie Mae. The district court's denial of the Appellant's Motion would indicate that somehow CMI retains the ability to foreclose on the same account that CENLAR currently is servicing as representative of the Lender, Fannie Mae. CENLAR has been servicing the subject account since November of 2018, well over a year. CENLAR is actively perusing loss mitigation and loan workout plan upon the same account at the same time CMI is trying to foreclose. How can this be? The law aims to prevent such an unfair and unethical scenario and has coined this violation of the law as dual tracking. Dual Servicing would circumvent this law and while it would not only circumvent, it would also promote a deeper level of confusion for the consumer, precisely in opposition to the Consumer Financial Protection Bureau's goal and basis for creating these new consumer protection laws. Not only is it illegal on its face, allowing for dual tracking, which is evident in this case explained previously in the statement of the case, but also makes no rational sense as it wars with longstanding maxims of law. If an individual was to sell an automobile then keep the title and say that they have an interest in the automobile that would be fraud. Yet a bank would apparently to be able to do that very thing according to the district courts decision to deny the Appellants Motion. In this case CMI claims to

have retained the Note CP 169 (unsubstantiated) but at the same time, have assigned, sold or transferred the debt to CENLAR. CP 167. It is obvious CMI either commits fraud blatantly and unapologetically or have simply not recorded the event on public record. Some states allow for unrecorded assignments to be valid while others such as in Illinois where at least one court held that “ were failure to record a mortgage assignment causes a fraud relating to the mortgage to be effective, the loss from the fraud should fall on the party that failed to record. See *Brenner v. Neu*, 170 N.E.2<sup>nd</sup> 897, 899 (Ill.App.Ct.1960). While this case may not be used as legal authority, it can be an example of the frauds perpetuated in order to railroad the consumer. A mortgage servicer is just that, an entity that serves the Lender in administrative aspects regarding a “loan” or more accurately called a lien. In the case of a mortgage lien, it is an interest that a lender holds in real property. The Appellant contends that there can only be one servicer that represents the “Lender” and only the current Servicer has standing to foreclose regardless of whether an assignment has been recorded or not. To reason otherwise, is to defy common sense and clearly written consumer financial protection rules as well-established maxims of law. In this case CMI has repeatedly, by way of fancy attorneys, railroaded the pro se Appellant. These attorneys make an effort to trick, confuse, and even villainize the Appellant during previous judicial foreclosure proceedings. CMI, as the pervious Servicer should have been pursuing an alternative to Foreclosure similar to the alternatives that have been offered by the subsequent and current Servicer, CENLAR. CENLAR has offered the Appellant a “loan work out” package only 10 days after

CMI filed for an Order of Sale. See attachment A, partial packet as an example (not new evidence). The Court should not allow this. The Servicing of this account has changed hands. When it changed hands in November of 2018 CMI had a duty to notify the Appellant pursuant 12 U.S. Code § 2605 (b) Notice by transferor of loan servicing at time of transfer (1) Notice requirement which holds: Each servicer of any federally related mortgage loan shall notify the borrower in writing of any assignment, sale, or transfer of the servicing of the loan to any other person. This notice was only provided by CENLAR and the wording in this subsection suggest that an “assignment, sale or transfer” are all the same in nature and effect and therefore must be disclosed to the customer. Not at issue in this case, but only as an example, CMI failed its duty yet again in this regard. CMI repeatedly ignored similar rules which ultimately gave rise to litigation starting over nine years ago. The wording of this law proves assignment, sale or transfer of servicing must be disclosed, but what is the point of disclosure if now, the current and the former Servicer are going to share responsibilities as some strange hybrid? Whoever heard of a “Dual Servicer?” or “Tandem Servicing?” This dual servicing suggestion is ridiculous, yet in this case, the district court appears to have no problem with it, even when the result invites dual tracking. In this case, the evidence proves servicing of the subject loan has changed hands but apparently CMI continues to try to hold on to its servicing right to foreclose at the same time CENLAR tries to work out a different solution. Since a Servicer is the only party with the Standing to foreclose as the legal representative of the Lender and CMI is no longer a Servicer of this

account, having relinquished those responsibilities to CENLAR, CMI is without Standing to foreclose. To rule otherwise encourages tandem or dual Servicing and promotes the unethical, unfair and now illegal practice of dual tracking of which both companies may now be complicit. The Appellant does not aim to prosecute this illegal practice here on appeal, but rather uses this violation of the law to demonstrate the damage it causes to the consumer when a Servicer steps outside the lines of the law. In this case there cannot be two Servicers. The previous Servicer CMI and Appellee has relinquished that role to CENLAR yet still unlawfully attempts foreclosure proceedings. RCW 61.12.120 prohibits concurrent actions and holds “ The plaintiff shall not proceed to foreclose his or her mortgage while he or she is prosecuting any other action for the same debt or matter which is secured by the mortgage, or while he or she is seeking to obtain execution of any judgment in such other action...” This statute proves that if two Servicers were able to simultaneously control an account on behalf of the Lender, concurrent actions prohibited by statute could be possible and would foster illegal concurrent actions. Both Servicers could move toward foreclosure actions simultaneously or in this instant case, the Former Servicer moves for foreclosure while the current Servicer pursues a loan work out. Regardless Duel Tracking is prohibited by law. This is why the Courts cannot allow this to go unchecked and uncorrected. **As explained previously in the statement of the case, CMI obtained an ORDER OF SALE on November 4, 2019 while CENLAR provided the Appellant a “loan workout” program just 10 days later, on November 14, 2019.** The rules governing servicing transfers and the

prohibition of this very attempt to bait and switch the consumer is governed by 12 CFR § 1024.41(k)(5). This argument is offered by the Appellant just to emphasize the implications of nonsensical reasoning and double standards applied in this case by the district court. For the district court to provide that a previous Servicer can continue pursuing one legal remedy while relinquishing its duties to another Servicer pursuing a different remedy is frankly befuddling. Because of these rampant Servicer abuses, the Consumer Financial Protection Bureau has expanded new foreclosure protection measures “to ensure that homeowners and struggling borrowers are treated fairly by mortgage servicers.” The new laws clearly to aim to protect the consumer and one needs to look no further than the Consumer Financial Protection Bureau website to understand why these Servicing agencies need to be reeled back in by legislation. The district court apparently did not have the time or fortitude to look into these issues as CMI continues to disregard these laws. The Order of Sale should have been vacated or dismissed on the Appellant’s Motion in the district court (emphasis added). Additionally, the Appellant believes the Court should bar, with prejudice, CMI from future foreclosure Order requests, as it no longer holds an interest in the Servicing duties on behalf of the Lender.

II. The Second issue in controversy the Appellant brings before the Court for consideration is that if this court does not overturn the trial court’s decision to allow CMI to proceed on a foreclosure of the subject property, Unintended consequences will be prevalent. CMI has generated

and signed around with all participating parties an agreement that clearly binds CMI from any legal action regarding the participant parties. This party, Michelle L. Moseley is clearly named in the action of foreclosure and therefore would violate CMI's own legal agreement. The damage CMI will cause to its own detriment might be more than the underlying value of the property they are attempting to foreclose upon. The agreement was made with Michelle L. Moseley because CMI failed to serve her in this case and she filed a motion to vacate the summary judgment in CMI's favor for failure to serve her. Knowing CMI would have the order vacated, it elected to strike a settlement releasing Michelle L. Moseley from any and all obligations and not take any legal action against her now or in the future as can be verified in appendix 3 in CP 167 section 1(A)&(C). It would appear that CMI's counsel is more interested in an outcome than the overall good of its client, CMI. For this reason, the Appellant believes it would be ill advised for CMI to proceed on foreclosure against Michelle L. Moseley even if the Court ultimately decides CMI in-fact possesses standing to foreclose, after considering the "Standing" issue presented herein.

#### **Court Procedural Errors in Argument- Appealable issues**

The Appellant filed a motion to dismiss the order of sale in the district court. The district court erred when it assumed CMI maintained the serving of the account and possible further assumed that the Note was still maintained by CMI after transferring or selling the debt to another Servicer named CENLAR. As argued the "Servicer" is simply the

administrator for the Lender of the loan. A Servicer possesses standing to foreclose on behalf of the lender that it represents but the error was made by the trial court when it did not consider or review the evidence in the record CP 167 appendix 1 and 2. This evidence proves that CMI is no longer the Servicer or representative for the Lender. The district court erred again when it assumed that the Appellant was attempting to represent another co-defendant, while in-fact the Appellant was merely bring to the attention of the court that the parties as named, were not accurate and unintended consequences would occur if CMI was allowed to proceed with current parties named as defendants.

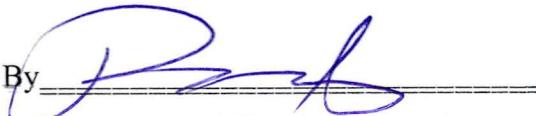
### CONCLUSION

There are two issues and procedural errors under appeal that Moseley asks the Appellate Court to take under consideration for overturning the trial court's decision. The basis of ruling by the trial court makes for inconsistent application of not only clearly written statute law but also well-established Maxims of law. District court decisions like these frustrate the public will. In this case CMI brings this action not in good faith and clearly lacks standing to foreclose for a variety of reasons identified herein. CMI has made no attempt to prove standing as the moving party even though it is incumbent upon CMI to do so. The record shows and it is beyond debate that servicing of Appellants account has changed hands from CMI to CENLAR. Now on false pretense CMI's fancy attorney has convinced the trail court to grant an Order for Sale, knowing full well it has no Standing to do so. For these reasons herein and

the issues and facts of record, the Court of Appeals should overturn the district court decision and remand the case to the district court to be disposed of with proper procedure and process or bar the district court from granting CMI future requests for Order of Sale for lack of standing. Justice can be done. Process and procedure can be followed. The Appellant implores the Appellate Court to rule according to the law and common-sense reasoning in order to maintain and preserve constant, fair and true justice.

Dated: December 30, 2019

By



Paul Moseley, Appellant

# Attachment A



November 14, 2019

Hours of Operation:  
 Customer Service: Monday - Friday, 8:30 AM to 8:00 PM ET  
 Collections Dept.: Monday - Friday, 8:30 AM to 10:00 PM ET

PAUL A MOSELEY  
 MICHELLE L MOSELEY  
 101 FLEET DR  
 PORT LUDLOW, WA 98365 9623

Qualified Written Requests, notifications of error, or requests for information concerning your loan must be directed to:  
 PO Box 77423, Ewing, NJ 08628

RE: Loan Number: 4771745207  
 Property Address: 101 Fleet Dr  
 Port Ludlow WA 98365

Dear Borrower(s):

As your mortgage servicer, we are concerned about your recently missed payment(s) and would like to offer our assistance. Please contact us so that we can explore what options may be available to help you get back on track. Our goal is to work with you to find the best option based on your hardship. It is important you act quickly! Fewer options may be available the longer you wait.

**WE WOULD LIKE TO HELP YOU – PLEASE CONTACT US AT  
 800-242-7178  
 Central Loan Administration & Reporting**

#### **Mortgage Assistance May Be Available**

- We can answer questions about your mortgage and explore options based on your individual hardship.
- We can determine if you qualify for assistance, including options to stay in your home or leave your home while avoiding foreclosure (see the enclosed **Information on Avoiding Foreclosure** for an overview).

**You must contact us, or complete and return the attached Mortgage Assistance Application, including any required documents described in the application, by December 14, 2019. If you submit a completed Application less than 37 calendar days before a scheduled foreclosure sale, there is no guarantee we can evaluate for a foreclosure alternative in time to stop the foreclosure sale.**

#### **How to Get Help – You Can Reach Us By**

**Phone: 800-242-7178 or Fax: 609-718-2655**  
**Email: DCCLM@loanadministration.com**  
**Mail: 425 Phillips Blvd. Ewing, NJ 08618**  
**Online: www.loanadministration.com**

855-839-6253 • www.loanadministration.com

## Getting Started

We are ready to assist you. Please gather the following information: reason for financial hardship and monthly income for all borrowers.

You may call us at the number listed, email us at [DCCLM@loanadministration.com](mailto:DCCLM@loanadministration.com), or fax your request to "Loss Mitigation" at 609-718-2655. You may also reach us by mail at 425 Phillips Blvd. Ewing, NJ 08618 or by telephone at 800-242-7178.

Or get started by completing and returning the Mortgage Assistance Application along with other required documents by December 14, 2019.

### Additional Resources

For a list of HUD-approved housing counseling agencies that can provide free foreclosure prevention and debt management information, as well as translation or other language assistance, contact one of the following federal government agencies.

- The U.S. Department of Housing and Urban Development (HUD) at (800) 569-4287 or [www.hud.gov/counseling](http://www.hud.gov/counseling)
- The Consumer Financial Protection Bureau (CFPB) at (855)-411-2372 or [www.consumerfinance.gov/mortgagehelp](http://www.consumerfinance.gov/mortgagehelp)

For additional information on how to avoid foreclosure, including help for military service members, you may also visit Fannie Mae's [www.knowyouroptions.com](http://www.knowyouroptions.com)

Loss mitigation options may have costs associated with them that you may be responsible for after completion of loss mitigation. Examples of these costs include title searches, appraisals and valuations. The costs may vary depending on the loan information, geographic area, etc. Please contact us for information on costs that may be associated with your loss mitigation evaluation.

Sincerely,

Loss Mitigation Department

Enclosure(s)

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.** If you are in active bankruptcy, this notice is for informational purposes only and is not an attempt to collect a debt in violation of the bankruptcy automatic stay. Your loan will be administered in your bankruptcy case. You have no affirmative obligation to respond to this notice.

**NOTICE REGARDING DEBT DISCHARGED IN BANKRUPTCY** - This notice is for informational purposes only and is not an attempt to collect a debt for which your personal liability has been discharged in bankruptcy. You no longer have any personal liability in connection with this mortgage loan and nothing in this notice is intended to state or imply otherwise. This notice is being sent with respect to our lien interest in the mortgaged property only. Any action taken is for the sole purpose of protecting our lien interest in the mortgaged property including the right to foreclose the mortgaged property. If you wish to retain your property, you may pay the amount due under the loan. Failure to make such payments to retain your property may only result in our exercising any lien rights against the mortgaged property and will not result in any personal liability to you.

CERTIFICATE OF SERVICE

FILED  
COURT OF APPEALS  
DIVISION II  
2020 JAN -2 PM 1:07  
STATE OF WASHINGTON  
BY \_\_\_\_\_  
DEPUTY

Court of Appeals Case No. 53819-9-II

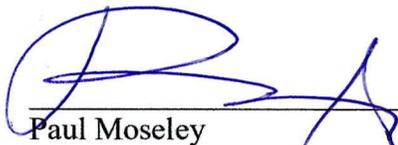
Superior Court Case No. 16-2-00216-1

The undersigned hereby certifies that a true and accurate copy of the foregoing filed with the clerk of the Washington State Court of Appeals, Division Two and was mailed to the attorney of record for the Appellee, CitiMortgage Inc. an entity lacking standing in a matter of complaint filed December 7<sup>th</sup> 2016, this 30th, day of December, 2019.

The office of:  
Counsel of record:  
Warren Lance  
MCCARTHY & HOLTHUS, LLP,  
108 1st Avenue S, Suite 300  
SEATTLE, WA 98104

Declared under penalty of perjury under the laws of the State of Washington,

This 30<sup>th</sup> day of December, 2019

  
\_\_\_\_\_  
Paul Moseley  
Served by USPS Mail