IN THE SUPREME COURT OF FLORIDA

Michael A. Henry Bey, FKA, Michael A. Henry (Petitioner)	)	SC. CASE NO.:_____
VS.	)	L.T. CASE NO.: **50-2015-CA-011322**
THE BANK OF NEW YORK MELLON, HON. HOWARD HARRISON, ROBERTSON, ANSCHUTZ, & SCHNEID, HON. JANIS B. KEYSER, DUKE PARTNERS II, LLC, (Respondents)	)	

PETITION FOR WRIT OF MANDAMUS; PETITION FOR WRIT OF PROHIBITION; PETIOTION FOR WRIT OF CORAM NOBIS; AND PETITION FOR WRIT OF ERROR CORAM NON-JUDICE.

COMES NOW, the petitioner, **Michael A. Henry Bey**, in Propria Persona (my own proper self), pursuant to Florida Rules of Appellate Procedure, Rule 9.100; hereby, moves this Honorable Court to prohibit respondents from any further movement in the L.T. court, due to a lack of jurisdiction (coram non-judice); and please compel the respondents to conduct a hearing for petitioner's Second Motion to Dismiss and Motion for New Trial, so that petitioner can exercise his due process rights so that the ends of justice can be served. In addition, due to the lack of jurisdiction, all of the orders and judgments are null and void, due to coram non-judice; therefore, please order vacation of all orders and judgments and dismissal of the plaintiff's action in the L.T. court, or either compel the respondents to vacate all orders and judgments and to dismiss the action against the petitioner in the L.T. court. As grounds for this writ the petitioner will state as follows:

The Petitioner is not a lawyer and his pleadings cannot be treated as such. In fact, according to *Haines v. Kerner*, 404 U.S. 519 (1972), a complaint, "however in artfully pleaded," must be held to "less stringent standards than formal pleadings drafted by lawyers" and can only be dismissed for failure to state a claim if it appears "beyond doubt that the plaintiff can prove no set of facts in support of his claim which would entitle him to relief." Id., at 520-521, quoting *Conley v. Gibson,* 355 U.S. 41, 45-46 (1957). "[A] pro se petitioner's pleadings should be liberally construed to do substantial justice." United States v. Garth, 188 F.3d 99, 108 (3d

Cir.1999), quoting *Haines v. Kerner*, 404 U.S. 519 (1972), *"Pro se complaints are to be* construed liberally *in* favor *of the accused."*

In *Mills v. Duryee*, 11 U.S. (7 Cranch) 481 (1813), the United States Supreme Court ruled that the merits of a case, as settled by courts of one state, must be recognized by the courts of other states; state courts may not reopen cases which have been conclusively decided by the courts of another state. Later, Chief Justice John Marshall suggested that the judgment of one state court must be recognized by other states' courts as final.

JURISDICTION

This Court has jurisdiction to issue writs of mandamus, prohibition, and certiorari, and any other writ in the exercise of its judicial authority. (See McFadden v. Fourth District Court of Appeal, 682 So. 2d 1068 (Fla.1996).

This Court has jurisdiction to issue its writ of mandamus to compel a judge to observe court procedure. State ex rel. Dillan v. Tedder, 123 Fla. 188, 166 So. 590 (1936). This Court has jurisdiction to issue its writ of mandamus to compel a judge to perform a ministerial act. Wincor v. Turner, 215 So.2d 3 (Fla. 1968). This Court has jurisdiction to issue its writ of mandamus to enforce a constitutional right. State ex rel. Brown v. Dewell, 123 Fla. 785, 167 So. 687 (1936); Dickey v. Circuit Court, 200 So.2d 521 (Fla. 1967). Petitioners have no other adequate remedy at law. Costello v. Carlisle, 413 So.2d 834 (Fla. 1st DCA 1982).

In the alternative, this Court has jurisdiction to issue its writ of prohibition against the respondent circuit judge, who was acting in excess of his jurisdiction. English v. McCrary, 348 So.2d 293 (Fla. 1977). This Court has jurisdiction to issue its writ of prohibition to enforce a constitutional right. Sherrod v. Franza, 427 So.2d 161 (Fla. 1983); Westlake v. Miner, 460 So.2d 430 l la. 1st DCA 1984), approved, 478 So.2d 1066 (Fla. 1985). Petitioner Williams has no other adequate remedy at law and will suffer impending present injury. Gordon v. Savage, 383 So.2d 646 (Fla. 5th DCA 1980).

Lastly, the Jurisdiction of this Court is also invoked according to Article V Section 3(b)(7) and (8) of the Florida Constitution.

EXHAUSTION OF ADMINSTRATIVE REMEDIES

On 8/17/2016, the petitioner filed a Second Motion to Dismiss in the L.T. court. The motion has been completely ignored, which has denied the petitioner access to the courts.

On 5/08/2017, the petitioner filed a Motion to Vacate in the L.T. court, which was superseded by petitioner's Motion for New Trial Based Upon Newly Discovered Evidence and Fraud.

On 5/24/2017, the petitioner filed a Motion for New Trial Based Upon Newly Discovered Evidence and Fraud in the L.T court. The said motion has not been properly disposed of, which

has denied the petitioner access to the courts. The said motion was summarily denied without cause by respondent Judge, HARRISON

On June 7, 2017, the petitioner filed a Motion for Clarification or a More Definite Statement, on the basis that respondent Judge HARRISON'S May 30, 2017 order denying the petitioner's Motion for New Trial was so vague that the petitioner does not understand the courts order. The said motion has been completely ignored by respondent HARRISION, which constitutes a denial of access to the courts in violation of the Florida and the US Constitution.

On July 7, 2017, the petitioner filed a Motion to Compel Clarification or a More Definite Statement of the May 30, 2017 Order Denying Petitioner's Motion for New Trial, on the basis that More than 3 weeks has passed since the petitioner filed his Motion for Clarification seeking clarification of the May 30, 2017 order denying petitioner's Motion for New Trial, because the order was so vague that the petitioner did not understand the said order. Respondent Judge HARRISON has completely ignored the petitioner's Motion for Clarification, which has created an unfair advantage for respondent THE BANK OF NEW YORK MELLON who is being accused of mortgage fraud, false claims, wrongful foreclosure, malicious prosecution, and etc.

The petitioner added this section to demonstrate to the Court that the petitioner has went out of his way to give the respondents their respected due process rights by giving them more than one opportunity to resolve of this matter at the trial court level, but to no avail, the petitioner's effects have failed and reassured to him that the respondents are in collusion with each other for personal financial gain.

Petitioner files this writ/petition in good faith because he believes that there is no other option to get judicial officers/member of the court to perform ministerial duties that are already clearly established. Due to the manifest injustice alleged throughout this foregoing writ, the petitioner will never receive a fair hearing or a fair trial unless the respondents are compelled to observe the constitution and well-established procedure by a higher court of law.

STATEMENT OF THE CASE AND FACTS.

On March 28, 2003, the petitioner signed a promissory Note and mortgage with the original lender HOMEBANC MORTGAGE CORPORATION, in the amount of $115,000.00 US dollars. The original loan# with the original lender was 0022004113.

Promissory Note is null and void because it is stamped and altered on page 3 of Exhibit A of the Verified Mortgage Foreclosure Complaint, filed in the L.T. court on 10/07/2015. The Note is stamped, "Pay to the order of COUNTRYWIDE HOME LOANS, INC.," on page 3 of the said Promissory Note. This was done without the petitioner's knowledge or consent; thereby, breaching the contract, the NOTE, for failure to give full-disclosure. Florida Statute 90.953(1), "Admissibility of Duplicates" - A duplicate is admissible to the same extent as an original, unless: (1) The document or writing is a negotiable instrument as defined in s. 673.1041, a security as defined in s. 678.1021, or any other writing that evidences a right to the payment of money, is not itself a security agreement or lease, and is of a type that is transferred by delivery in the ordinary course of business with any necessary endorsement or assignment.

According to Florida Statute 90.953(1), because the Promissory Note is a negotiable instrument, the plaintiff should have presented the Original Wet Signature Promissory Note with no stamps that would alter the Note, as a duplicate of a Note is not admissible. The Plaintiff also failed to meet the requirements of section 673.3091 Florida Statutes to pursue enforcement. W.H. Downing v. First Nat'l Bank of Lake City, 81 So.2d 486 (Fla. 1955)]; Your Construction Center, Inc. v. Gross, 316 So. 2d 596 (Fla. 4th DCA 1975), See also 37 Fla. Jur. Mortgages and Deeds of Trust '240 (One who does not have the ownership, possession, or the right to possession of the mortgage and the obligation secured by it, may not foreclose the mortgage).

There is no assignment of the mortgage/Deed of trust from the original lender to COUNTRYWIDE HOME LOANS, INC., who then fraudulently assigned the mortgage to BANK OF AMERICA HOME LOANS without a recorded assignment of mortgage. BANK OF AMERICA then fraudulently assigned the mortgage to respondent BANK OF NEW YORK MELLON, via, its Attorney-in-fact, NATIONSTAR MORTGAGE, LLC, who is not an authorized representative that can execute an assignment of the mortgage/deed of trust.

Respondent BANK OF NEW YORK MELLON allegedly became the holder of the Note and mortgage, on March 31, 2016, by virtue of an invalid late assignment of mortgage. The said assignment is a very late assignment, because the petitioner signed the note and mortgage on 3/28/2003, and the securitized loan trust closed 90 days after the closing date; therefore, according to NEW York Trust law and the pooling and servicing agreement, no assignments can transpire after the securitized loan trust was closed; hence, the late assignment date of March 31, 2016 is invalid and illegal, because it is a very late assignment. The assignment is late, because the mortgage/Deed of trust was assigned to respondent BANK OF NEW YORK MELLON years after the Note and Mortgage was signed, on March 28, 2003. The securitized loan trust closed 90 days after the closing date; therefore, the respondent BANK OF NEW YORK MELLON does not legally hold the Note because of the unlawful late assignment, and cannot foreclose because the said respondent does not hold the Note. (See Glaski v. Bank of America (5th Dist. Ct. App. No. F064556), the court in Glaski, held that "if an entity wants to collect on a debt in California (or foreclose on a mortgage), that entity must own the debt. Further, if such an entity is claiming ownership by way of an assignment, that assignment must be valid. A bank's assignment of a promissory note to a Mortgage-Backed Security Trust (a "Securitized Trust") is generally referred to as "securitization." Pursuant to the New York law under which the Securitized Trust was created and Federal Securities Law, the transfer of Mr. Glaski's note was required to occur within 90 days of the closing date of the Securitized Trust commonly referred to as the "90-day Rule." If this securitization occurs beyond the 90-days, it is considered void at its inception; therefore, because the plaintiff does not own Glaski's note, it could not legally foreclose, and hence, the foreclosure was wrongful.")

On 10/07/2015 respondent BANK OF NEW YORK filed its Summons and a Verified Mortgage Foreclosure Complaint against the petitioner in the L.T court. However, please review page 8, Count I, point 3 of the said complaint and you will see where the said respondent stated under oath that, "Plaintiff holds the Note and Mortgage." This statement gave respondent BANK OF NEW YORK the standing to sue the petitioner, because as the holder of the Note and Mortgage you have a genuine security interest in the real property, because as the holder, you are technically the owner. The said respondent said that it was the holder of the Note and mortgage

before the Mortgage was assigned to them on March 31, 2016, via, a late assigned of mortgage from COUNTRYWIDE, via, its alleged attorney-in-fact, NATIONSTAR; therefore, the Verified Mortgage Foreclosure Complaint filed in the L.T court is null and void due to fraud of perjury, because the respondent BANK OF NEW YORK did not hold both the Note and Mortgage when the said respondent filed its Verified Complaint against the petitioner.

Respondent BANK OF NEW YORK never had any standing to file a Verified Mortgage Foreclosure Complaint against the petitioner in the L.T court, on 10/07/2015. The March 31, 2016 late assignment of mortgage is evidence of perjury, malicious prosecution, wrongful foreclosure, Civil theft, deed theft, civil conspiracy, unfair and deceptive business practices, mortgage fraud, and etc., because it is impossible for respondent BANK OF NEW YORK MELLON to hold the Note and mortgage (on 10/07/2015 when respondent filed its action in the L.T. court), before the Note and Mortgage was assigned to the respondent, on March 31, 2016.

Furthermore, attorney-in-fact, NATIONSTAR is not an authorize representative that can execute assignments for the administrator/executor or the beneficiary of the trust; therefore, the late assignment of mortgage/Deed of trust is fraudulent because NATIONSTAR is not an authorize representative, that is, without a written power-of-attorney contractual agreement from the administrator/executor or the beneficiary of the trust. NATIONSTAR cannot produce such written contracts, because those contracts of delegation of authority does not exists; therefore, the late assignment of mortgage from the alleged attorney-in-fact, NATIONSTAR to respondent BANK OF NEW YORK MELLON is null and void as a result of mortgage fraud. The Petitioner cancels the promissory note and mortgage contracts associated with the said loan numbers due to fraud. "Fraud vitiates the most solemn contracts, documents and even judgments." U.S. v. Throckmorton, 98 US 61; see also Nudd v. Burrows, 91 US 426, "Fraud destroys the validity of everything into which it enters."

The Notice of Certification of Possession filed in L.T. court, on 10/07/2015, in support of its verified complaint is fraudulent, because it's impossible to have possession of both the Note and the Mortgage when the Note and Mortgage wasn't assigned to respondent BANK OF NEW YORK MELLON until after the complaint was filed, on March 31, 2016. The Certification of Possession was executed under oath by NAHOMIE RACINE, original documents assistant of plaintiff's counsel. Plaintiff's counsel (respondent ROBERTSON, ANSCHUTZ, & SCHNEID, via, its employee, NAHOMIE RACINE), has committed perjury, false claims, depravations of rights under color of state law, conspiracy against rights, malicious prosecution, wrongful foreclosure, Civil theft, deed theft, civil conspiracy, unfair and deceptive business practices, mortgage fraud, and etc., because the law firm of ROBERTSON, ANSCHUTZ, & SCHNEID paid NAHOMIE RACINE to lie under oath that she personally verified possession and location of the original Note on 9/15/2015 at 10:14 A.M. This verification was done by NAHOMIE, before the Note and mortgage was assigned to respondent BANK OF NEW YORK MELLON on 3/31/2016; therefore, the Certification of possession is null and void due to the fraud of perjury and false claims. The fraudulent Certificate of Possession was created by respondent's law firm, intentionally and maliciously, in order to meet the statutory requirements of Florida Statute 702.015(4), so that the respondent BANK could legally foreclosure upon the petitioner. According to F.S 702.015(4), the original Note and the allonges must be filed with the court before the entry of any judgment of foreclosure or judgment on the NOTE. No original Note has

been filed in the L.T court. Only unauthenticated photo-copies of the Note and Mortgage have been filed in the L.T Court, as Plaintiff's exhibits A and B, when respondent BANK filed its Verified Mortgage Foreclosure Complaint against the petitioner in the L.T court, on 10/07/2015.

Additionally, NAHOMIE RACINE, is not authorized to certify/verify domestic public records, such as the NOTE and mortgage in this case, unless she is a clerk from the Palm Beach County Recorder's Office; therefore, the Certification of Possession is fraudulent and the plaintiff's complaint does not meet the statutory requirements of Florida Statute Section 702.015(4), and must be dismissed as a result of that failure.

On 8/17/2016, the petitioner filed a Second Motion to Dismiss in the L.T. court with no response from respondent BANK OF NEW YORK MELLON and no denial order from the trial court. Petitioner has set the said motion for a hearing date, but the trial court refuses to acknowledge and entertain the said motion. The said motion has been completely ignored by the trial court in violation of the Florida Rules of Court and in violation of the petitioner's constitutional right of Access to the courts, which is protected by Article I section 21 of the Florida Constitution and US Constitutional Amendments 1, 5, and 14.

The Final Judgment of Foreclosure and the Foreclosure Sale filed in the L.T court is premature, because it was issued before the trial court addressed the petitioner's unrebutted, "Second Motion to Dismiss," filed in the trial court on 8/17/2016. Due Process requires the trial court to hear all of the motions and pleadings before the case is disposed of, especially, in light of the fact that the petitioner set the said motion for a Hearing.

As of yet, the petitioner has not been provided with a hearing on his Second Motion to Dismiss, when the petitioner formally requested for a hearing, which not only violates The Florida Rules of Court, but it constitutes a denial of access to the courts, in violation of the Florida and the US constitution. The law is supposed to work both ways and equally for all. Well, in this case, respondent ROBERTSON, ANSCHUTZ, & SCHNEID can get hearings for the pleadings that this law firm files, but the petitioner cannot get a hearing for the pleadings that he has filed. This is surely a case of discrimination, in violation of the 14th Amendment of the US constitution.

The petitioner requests an evidentiary hearing to insect respondent THE BANK OF NEW YORK MELLON'S original Note and mortgage that was assigned to them from a lawful creditor with an unbroken Chain-of-Title from the county recorder that leads to them. Evidentiary hearing is further requested by the petitioner, in order to demonstrate to the court that the petitioner has the superior claim of title to the property that is in question. The petitioner should be granted an evidentiary hearing in this case, because the petitioner was not present for his non-jury trial date on 4/11/2017. An evidentiary hearing is not a substitute for a trial, but the petitioner has never had the opportunity to present evidence, review evidence, and/or rebut evidence. The petitioner's property is being taken without Due process of law and according to the Florida and US constitution, "No person shall be deprived of life, liberty, or property without due process of law." According to F.S 702.015(4), the original Note and the allonges must be

filed with the court before the entry of any judgment of foreclosure or judgment on the NOTE. No original Note has been filed in the L.T court. Only unauthenticated photo-copies of the Note and Mortgage have been filed in the L.T. court.

The photo-copies of the Note and Mortgage that respondent BANK OF NEW YORK MELLON attached as plaintiff's Exhibits A and B when the Verified Complaint against the petitioner was filed in the L.T court on 10/07/2015 are legally insufficient as evidence to verify that respondent BANK is the holder of the Note and Mortgage. The petitioner filed a second motion to Dismiss in the L.T. court on 8/17/2016 that alleged a lack of standing, a lack of jurisdiction, and insufficient evidence/failure to state a claim. The petitioner's second motion to Dismiss has been completely ignored in order to suppress the fact that respondent BANK's Exhibits A and B are legally insufficient to demonstrate that the said respondent has standing to sue as the holder/owner of the NOTE. There is no disposition order for petitioner's Second Motion to dismiss nowhere on the record, which violates the Florida Rules of Court and violates the petitioner's right to access to the Courts, because due process and equal protection of the law require all written motions and pleadings to be disposed of in accordance with the Florida Rules of Court.

Due to the nature and allegations of the petitioner's second motion to Dismiss, the trial court should have required respondent BANK to respond in writing within 10 days and the court should have allotted time for the petitioner to reply to respondent's response if necessary if the defendant chooses. After that, the court should have held a dismissal hearing so that the petitioner's factual allegations could have been investigated; especially, in light of the fact that petitioner's second motion to dismiss alleges a lack of jurisdiction, which is a claim that can be raised at any time and it is a claim that can't be ignore by the court. This process of procedures is a universal system of due process that every state has adopted to ensure that everyone receives Access to the courts. Florida like every other state has a similar process or procedure outlined in their Rules of Court. Florida has Florida Rules of Civil Procedure, Rule 1.140 and Rule 1.420 that governs the disposition of a Motion to Dismiss. None of the Florida Rules of Court were followed by the L.T. court in regards to petitioner's Second motion to Dismiss; therefore, the L.T. court has violated well-established court procedure and should be compelled to order a dismissal hearing so that the petitioner's claims can be investigated.

The petitioner has suffered prejudice from the suppression or concealment of the petitioner's second motion to dismiss, because a reasonable probability exists that if the said motion would have been properly entertained and disposed of, the petitioner would not be on the verge of losing his property and the respondent BANK'S action in the L.T court would have been dismissed long ago.

The petitioner satisfied the alleged controversy on 11/08/2016, the mortgage debt, with a Registered Bond for full satisfaction of the claim in good faith for the full loan amount, in

accordance with UCC 3-603(b)-Tender of Payment, 31 USC 5103-Legal Tender, 12 USC 1813(L)(1), HJR-192, Public Law 73-10, UCC 3-311 – Accord and Satisfaction, and Florida State Statute 672.304 which allows payment to be made in money, goods, or otherwise and I choose otherwise (bond). The respondent, BANK OF NEW YORK MELLON lacks standing to bring this controversy before the court because the controversy has already been satisfied according to law. Due to the fact that the petitioner has discharged the debt, the Note and Mortgage is null and void, because the alleged mortgage debt has been satisfied. According to Title 12 USC 95 (a)(2) this federal code allows for discharge and it also states that no one under this code will be liable in a court for any so-called debt under this provision. Respondent BANK OF NEW YORK MELLON must honor the petitioner's discharge and cannot bring an action against the petitioner according to Title 12 USC 95 (a)(2). Respondent BANK OF NEW YORK MELLON is in violation of every law and code cited in this paragraph, because respondent has not honored the petitioner's discharge and has brought a civil action for foreclosure against the petitioner. Due all of the violations by respondent and the fact that the debt has been discharge, the petitioner hereby cancels and revokes the promissory Note and Mortgage.

On April 11, 2017, respondent HON. HOWARD HARRISON entered a final judgment of foreclose in the amount of $128,420.99, in favor of the plaintiff/respondent, BANK OF NEW YORK MELLON. The petitioner was given a foreclosure sale date of 5/11/2017.

On April 11, 2017, a non-jury trial was held before respondent HON. HOWARD HARRISON. The petitioner was not present but trial proceeded as follows with judgment in favor of the plaintiff/respondent, THE BANK OF NEW YORK MELLON and its law firm, respondent ROBERTSON, ANSCHUTZ, & SCHNEID.

The petitioner filed a Motion to Vacate in the L.T. court, on 5/08/2017. Respondent BANK OF NEW YORK MELLON filed their response to petitioner's Motion to Vacate on 5/17/2017, alleging that the L.T court should not vacate the final judgment because petitioner's motion to vacate does not allege fraud and/or newly discovered evidence and didn't qualify for relief to be granted under Florida Rules of Civil Procedure, Rule 1.540(b).

On 5/11/2017, Third-Party Purchaser, Respondent, DUKE PARTNERS II, LLC purchased the defendant's property.

On 5/17/2017, the petitioner filed an Objection to the Foreclosure Sale.

On 5/24/2017, the petitioner filed a Motion for New Trial Based upon Newly Discovered Evidence and Fraud, in the L.T. court. The Motion for New Trial Based Upon Newly Discovered Evidence and Fraud superseded petitioner's Motion to Vacate.

On June 7, 2017, the petitioner filed a Motion for Clarification or a More Definite Statement, on the basis that respondent Judge HARRISON'S May 30, 2017 order denying the petitioner's Motion for New Trial was so vague that the petitioner does not understand the courts order. The

said motion has been completely ignored by respondent HARRISION, which constitutes a denial of access to the courts in violation of the Florida and the US Constitution.

On 6/26/2017, counsel for the third-party purchaser filed a Notice of Appearance, Third Party Purchaser Motion to Direct Clerk to Issue Certificate of Title, and a Notice of Hearing in the L.T. court.

On June 29, 2017, the petitioner filed a Motion to Strike in the L.T. court on the basis that the third-party purchaser had not filed the proper legal vehicle to enter this case as a third-party intervenor; and on the basis that the third-party Purchaser's Motion to Direct Clerk to Issue Certificate of Title is flawed, because the petitioner is not the defendant charged in the caption of the said pleading. Third-party purchaser, Respondent DUKE, being represented by counsel either knew or should have known that in order to properly enter a case as a third party intervenor one must file a Motion to Intervene, under Florida Rules of Civil Procedure, Rule 1.230; and counsel should have known that the petitioner's last name is Henry and not Henery.

On July 7, 2017, the petitioner filed a Motion to Compel Clarification or a More Definite Statement of the May 30, 2017 Order Denying Petitioner's Motion for New Trial, on the basis that More than 3 weeks has passed since the petitioner filed his Motion for Clarification seeking clarification of the May 30, 2017 order denying petitioner's Motion for New Trial, because the order was so vague that the petitioner did not understand the said order. Respondent Judge HARRISON has completely ignored the petitioner's Motion for Clarification, which has created an unfair advantage for the plaintiff who is being accused of mortgage fraud, false claims, wrongful foreclosure, malicious prosecution, and etc. The Florida Rules of Court has procedures concerning disposition of motions and pleadings. Respondent HARRISON has abandoned well-established procedure by ignoring the said motion for clarification. Respondent HARRISON is denying the petitioner access to the courts by ignoring the said motion for clarification in violation of Article 1 Section 21 of the Florida Constitution and US Constitutional Amendments 1, 5, and 14.

The trial court's biasness towards the petitioner and the trial court's favoritism towards the plaintiff, suggest collusion or civil conspiracy with the plaintiff, who is guilty of committing fraud upon the court. The trial court is ignoring the Motion for Clarification so that the trial court and the plaintiff can get away with the manifest injustice in regards to the wrongful foreclosure there are committing against the petitioner's property.

Third party purchaser's motion and the petitioner's Motion to Strike were set for a Hearing on 7/11/2017. At the July 11, 2017 hearing for the third-party purchaser's Motion and the petitioner's June 29, 2017 Motion to Strike, respondent Judge JANIS B. KEYSER heard arguments from plaintiff's counsel in regards to the plaintiff's Motion to Strike Court filings, filed by the plaintiff on July 10, 2017. Plaintiff counsel had filed a Notice of Hearing on July 11,

2017, hours after the hearing had already been held; therefore, the petitioner was not ready for plaintiff's counsel, because the petitioner did not know that the plaintiff would be appearing and arguing its Motion to Strike. Plaintiff's appearance at the July 11, 2017, was unscheduled and untimely, because plaintiff's counsel failed to give the petitioner sufficient Notice of Motion and Notice of hearing, in violation of Florida Rules of Civil Procedure, Rule 1.090(d); thereby, rendering the July 11, 2017 and all of plaintiff's filings for that hearing null and void, because the petitioner was not afforded his due process rights.

On 7/11/2017, respondent Judge JANIS B. KEYSER granted plaintiff's/respondent's Motion to Strike Court Filings, in total disregard of the fact that plaintiff didn't give the petitioner sufficient Notice of Motion and Notice of Hearing; thereby, violating the petitioner's Due Process and Equal Protection rights and Florida Rules of Civil procedure, Rule 1.090(d).

On 7/11/2017, respondent Judge JANIS B. KEYSER granted respondent, Third-Party Purchaser, DUKE PARTNERS II, LLC, Motion to Direct Clerk to Issue Certificate of Title, in total disregard of the fact that third-party purchaser did not file a Motion to Intervene to properly enter into the case; and in total disregard of the fact that third-party purchaser's Motion is flawed because the caption of that said motion charges the wrong defendant/petitioner because the petitioner's last name is not Henery, but actually, Henry.

The Petitioner's 6/29/2017 Motion to Strike was completely ignored by Respondent Judge JANIS B. KEYSER at the 7/11/2017 hearing, which denied the petitioner access to the courts and created an unfair advantage for respondents DUKE and BANK, because the said respondents won this hearing and had their motions granted with the aid of Respondent Judge JANIS B. KEYSER, whom is supposed to be a neutral party that's fair and impartial. It's nothing fair and impartial about a Judge who failed to consider the petitioner's Motion to Strike, and who willfully violated clearly established procedure to rule in favor of her co-conspirators.

On 7/12/2017, the petitioner filed a Motion to Strike Plaintiff's Motion to Strike on the basis that the plaintiff has violated Florida Rules of Civil procedure, Rule 1.090(d), by not giving the petitioner a reasonable timeframe to prepare for Plaintiff's July 10, 2017 Motion to Strike. The Plaintiff filed its Notice of Hearing on July 11, 2017, which is the same day the July 11, 2017 hearing was held; therefore, the petitioner was given no Notice of Hearing whatsoever from the plaintiff; thereby, violating the petitioner's Due Process and Equal Protection rights and Florida Rules of Civil procedure, Rule 1.090(d). Whereas, plaintiff's Motion to Strike, Notice of Hearing, and plaintiff's July 11, 2017 hearing dialogue must be stricken from the record as a result of insufficient Notice.

On 7/18/2017, the petitioner filed his Motion to Reconsider the Order Granting Plaintiff's Motion to Strike.

The petitioner now files this foregoing writ because the petitioner has exhausted all of his administrative remedies in the L.T. court and because there is no other adequate remedy available at law.

GROUND I: DENIAL OF ACCESS TO THE COURTS.

(1.) Respondent Judge, HOWARD HARRISON'S failure to do his ministerial and/or judicial duty, (as an officer/member of the court), by not acting upon petitioner's Second Motion to Dismiss, when the petitioner formally requested to have the said motion scheduled for a hearing, constitutes a denial of access to the courts, in violation of petitioner's federally secured U.S. Constitutional Rights, guaranteed by the 1st, 5th, 6th, and 14th Amendments. The Florida Constitution also guarantees the right of Access to the Courts. (See Article I section 21 of FL Const.).

(2.) The remedy the petitioner sought, which is and was petitioner's said motion, is provided by the Florida Rules of Court– pleadings and motions, so the said Judge had rules governing the disposition of the said motion, but yet, the said Judge is forever silent regarding the said motion; mainly, due to fraud placed upon the court. "Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading." (See U.S. v. Tweel, 550 F. 2d. 297 (5th cir. 1977). Fraud upon the court also warrants dismissal (see Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238 (1944).

(3.) As a result of the foregoing denial of access to the court, the petitioner has suffered prejudice, because the petitioner has lost and will lose possession of the property that is in question, unless the respondent judge does his duty as a judge, which is to review and/or hear the said motion as a referee of justice. Due to the merits of the petitioners' unheard motion, a reasonable probability exits that if the trial court would have heard the said motion, the outcome of this case would have been different, because this case would have been dismissed long ago. In fact, the petitioner would have possession and would not be on the verge of losing possession of his property, if the trial court would have heard the petitioner said motion; therefore, in order to protect the petitioner's right to access to the courts, the petitioner deserves an evidentiary hearing. The petitioner should be granted an evidentiary hearing in this case, because according to the US constitution, "No person shall be deprived of life, liberty, or property without due process of law." There are a lot of unresolved issues in this case, due to the petitioner's unresolved pleadings; therefore, a hearing is warranted.

GROUND II: DENIAL OF ACCESS TO THE COURTS.

(1.) On 5/24/2017 the petitioner filed a Motion for New Trial Based upon Newly Discovered Evidence and Fraud. On May 30, 2017 respondent HARRISION denied the said motion without a hearing to investigate the claims of newly discovered evidence and fraud; it

was denied without a written order from the L.T. court justifying the denial; and it was denied without a written response from respondent BANK OF NEW YORK MELLON. The petitioner was not afforded his due process and equal protection rights (5th and 14th Amendments U.S. Const.), because the petitioner was denied access to the courts when petitioner's motion for New Trial was summarily denied by the L.T. court without cause.

(2.) Respondent Judge, HOWARD HARRISON'S, failure to do his ministerial and/or judicial duty, (as an officer/member of the court), by not properly disposing of petitioner's Motion for New Trial Based upon Newly Discovered Evidence and Fraud, in accordance with the Florida Rules of Court, constitutes a denial of access to the courts, in violation of petitioner's federally secured U.S. Constitutional Rights, guaranteed by the 1st, 5th, 6th, and 14th Amendments. The Florida Constitution also guarantees the right of Access to the Courts. (See Article I section 21 of FL Const.). Respondent HARRISON failed to observe the Florida and US Constitution, and failed to observe well-established procedure outlined in the Florida Rules of Court; therefore, the said respondent is subject to mandamus jurisdiction and should be compelled to order a New Trial so that the new evidence and fraud can be investigated.

(3.) Due to the Nature of the said Motion for New Trial, it's actually a postconviction motion; therefore, in order to summarily deny petitioner's said motion, respondent Judge HARRISION should have attached portions of the record which conclusively demonstrate that the petitioner is not entitled to relief, or in the alternative, respondent HARRISION should have issued a Show Cause Order requiring respondent BANK to show cause within 21 days; and then if necessary hold an evidentiary hearing in order to inspect petitioner's claims of newly discovered evidence and the petitioner's claims of fraud upon the court. This is well established procedural law that can be located in the Florida Rules of Court, Rule 3.850. Rule 3.850 is a postconviction relief motion that is civil in nature, because all actions are civil in nature. A 3.850 motion is a writ of Habeas Corpus, and writ of error coram nobis combined, all-in-one, and the Florida Rules of Civil procedure can be applied when litigating a 3.850 motion in the L.T. court. Respondent HARRISION has violated well-established case law and procedural law with his summary denial without cause and should be compelled to order an evidentiary hearing for the petitioner's said Motion for New Trial.

(4.) Furthermore, claims of newly discovered evidence warrant an evidentiary hearing to investigate the new evidence. According to *Jones v. State*, 709 So.2d 512, 521 (Fla. 1998) (*citations omitted*) (*quoting Torres–Arboleda v. Dugger*, 636 So.2d 1321, 1324–25 (Fla. 1994); *Jones v. State*, 591 So.2d 911, 916 (Fla. 1991)), the defendant must satisfy a two-prong test: First, in order to be considered newly discovered, the evidence "must have been unknown by the trial court, by the party, or by counsel at the time of trial, and it must appear that defendant or his counsel could not have known [of it] by the use of diligence." Second, "the newly discovered evidence must be of such nature that it would

probably produce an acquittal on retrial." To reach this conclusion the trial court is required to "consider all newly discovered evidence which would be admissible" at trial and then evaluate the "weight of both the newly discovered evidence and the evidence which was introduced at the trial."

(5.) The petitioner's Motion for New Trial meets all of the requirements of Jones vs. State, because the evidence was unknown to the trial court and the petitioner at the time of trial and petitioner could not have known of it by the use of due diligence. Secondly, the newly discovered evidence is of such a nature that it will result in dismissal of respondent BANK'S action filed against the petitioner in the L.T. court, because claims of fraud upon the court warrant dismissal. "Fraud upon the court also warrants dismissal." (see Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238 (1944); Tri Star Investments, Inc. v. Miele, App., 407 so. 2d 292 (1981).

(6.) Due to the denial of access to the courts, the petitioner has suffered prejudice, because if the petitioner's Motion for New Trial would have been properly disposed of, a reasonable probability exists that a New trial would have been granted or possibly even a dismissal of the plaintiff's action in the trial court would have been the outcome. The petitioner would not be on the verge of losing his property if Respondent HARRISON would have done his job as a referee of justice by disposing of the said Motion in accordance with clearly established laws and procedures.

GROUND III: DENIAL OF ACCESS TO THE COURTS.

(1.) Respondent Judge, JANIS B. KEYSER'S failure to do her ministerial and/or judicial duty, (as an officer/member of the court), by not acting upon petitioner's 6/29/2017 Motion to strike, constitutes a denial of access to the courts, in violation of petitioner's federally secured U.S. Constitutional Rights, guaranteed by the 1st, 5th, 6th, and 14th Amendments. The Florida Constitution also guarantees the right of Access to the Courts. (See Article I section 21 of FL Const.).

(2.) The remedy the petitioner sought, which is and was petitioner's said motion, is provided by the Florida Rules of Civil procedure, Rule 1.140; therefore, the said Judge had rules governing the disposition of the said motion, but yet, the said Judge is forever silent regarding the said motion; mainly, due to fraud placed upon the court. "Silence can only be equated with fraud where there is a legal or moral duty to speak or when an inquiry left unanswered would be intentionally misleading." (See U.S. v. Tweel, 550 F. 2d. 297 (5th cir. 1977). Fraud upon the court also warrants dismissal (see Hazel-Atlas Glass Co. v. Hartford-Empire Co., 322 U.S. 238 (1944).

(3.) As a result of the foregoing denial of access to the court, the petitioner has suffered prejudice, because the petitioner has lost and will lose possession of the property that is in

question, unless the respondent judge does her duty as a judge, which is to review and/or hear the said motion as a referee of justice. Due to the merits of the petitioners' unheard motion, a reasonable probability exits that if the trial court would have heard the said motion, the outcome of the 7/11/2017 hearing would have been different, because the Certificate of Title would have never been issued to respondent DUKE. In fact, the petitioner would have possession and would not be on the verge of losing possession of his property, if the trial court would have heard the petitioner's said motion.

GROUND IV: DENIAL OF ACCESS TO THE COURTS.

(1.) On April 11, 2017, a non-jury trial was held before respondent HON. HOWARD HARRISON. The petitioner was not present but trial proceeded as follows with judgment in favor of the plaintiff/respondent, THE BANK OF NEW YORK MELLON and its law firm, respondent ROBERTSON, ANSCHUTZ, & SCHNEID. It's obvious that the petitioner did not receive a fair and impartial trial, because the petitioner was not present for the trial hearing and was unavailable to offer evidence, rebut evidence, offer testimony, rebut testimony, and unavailable to cross examine witnesses. The petitioner did not receive his 6th Amendment Right to a fair and speedy trial, because the defendant was not present. This fact alone warrants a new trial, because the petitioner's constitutional right of access to the courts was violated when he never voluntarily and knowingly waived his constitutional right to a trial in writing.

(2.) If anything, the April 11, 2017, trial date should have been continued in order to promote fairness of the proceedings. The petitioner's constitutional right of Access to the Courts is protected by Article I section 21 of the Florida Constitution and the 1st, 5th, 6th, and 14th Amendments of the US constitution. The petitioner never knowingly and voluntarily waived his constitutional right to a jury trial in writing, so it cannot be presumed that the petitioner knowingly and intelligently waived his constitutional rights. It is a well-established common law that waiver of constitutional rights must be knowingly and voluntarily made. "Waiver of the right to trial must be knowing and voluntary." (See Brady v. United States, 397 U. S. 742, 748 (1970). This Court should compel respondent HARRIOSN to vacate the Final Judgment of Foreclosure and order a new trial so that the petitioner can be present to defend his life, liberty and property with due process and equal protection of the law. This should be done in order to promote fairness of the proceedings.

(3.) The Petitioner suffered prejudice as a result of not be able to present his case at trial, because the trial proceedings were unfair, because the defendant was not present to defend his property, so therefore, the plaintiff got an easy, uncontested, court victory. A reasonable probability exists that if the plaintiff would have been able to present his case at trial, the outcome of the trial proceedings would have been different because the petitioner would have been able to defend his property and would have possible won trial too; because plaintiff can't demonstrate a legal right to the petitioner's property with only

> unauthenticated photo-copies of the Note and mortgage as evidence that the plaintiff holds both the Note and mortgage.

The fundamental constitutional right of, "Access to the Courts," is protected and secured by the US and Florida Constitution, to wit: the 1st Amendment right to petition the government for a redress of grievances," the 6th Amendment right to fair and a speedy trial, the 5th Amendment and 6th Amendment right to confront your accuser, 5th Amendment right to Due Process of Law, the 14th Amendment right of Equal Protection of the Laws; and Article I, Section 21, of the Florida Constitution, Access to courts. — "The courts shall be open to every person for redress of any injury, and justice shall be administered without sale, denial or delay."

"The right to sue and defend in the courts is the alternative of force. In an organized society, it is the right conservative of all other rights, and lies at the foundation of orderly government. It is one of the highest and most essential privileges of citizenship." (See Chambers v. Baltimore & Ohio Railroad Co., 207 U.S. 142, 148 (1907)).

"The right to sue and defend in the courts is one of the highest and most essential privileges of citizenship and must be allowed by each State to the citizens of all other States to the same extent that it is allowed to its own citizens." (See Chambers v. Baltimore & O.R.R., 207 U.S. 142, 148 (1907); McKnett v. St. Louis & S.F. Ry., 292 U.S. 230, 233 (1934). "The constitutional requirement is satisfied if the nonresident is given access to the courts of the State upon terms which, in themselves, are reasonable and adequate for the enforcing of any rights he may have, even though they may not be technically the same as those accorded to resident citizens." (See Canadian Northern Ry. v. Eggen, 252 U.S. 553 (1920).

"The right of access to the courts is basic to our system of government, and it is well established today that it is one of the fundamental rights protected by the Constitution." (See Ryland v. Shapiro, 708 F.2d 967, 971 (5th Cir. 1983).

GROUND V: WRIT OF CORAM NOBIS; AND WRIT OF ERROR CORAM NON-JUDICE.

WRIT OF ERROR *CORAM NOBIS*

Coram non judice, "In the presence of a person not a judge. When a suit is brought and determined in a court which has no jurisdiction in the matter, then it is said to be coram non judice, and the judgment is void." (See Black's Law Dictionary, Sixth Edition, 13th Reprint (1998)).

> "A writ of error ***coram nobis*** is a common-law writ of ancient origin devised by the judiciary, which constitutes a remedy for setting aside a judgment which for a valid reason should never have been rendered." --24 C.J.S., Criminal Law. § 1610 (2004).

(1.) On 10/07/2015, respondent BANK, via, its law firm, respondent ROBERTSON, ANSCHUTZ, & SCHNEID, filed its Summons and a Verified Mortgage Foreclosure Complaint against the petitioner in the L.T. court. However, please review page 8, Count I, point 3 of the said complaint and you will see where the said respondents stated under oath that, "Plaintiff holds the Note and Mortgage." This statement gave the said respondents standing to sue the petitioner, because as the holder of the Note and Mortgage you have a genuine security interest in the real property, because as the holder, you are technically the owner. The said respondents said that it was the holder of the Note and mortgage before the Mortgage was assigned to them on March 31, 2016, via, a late assigned of mortgage from COUNTRYWIDE, via, its alleged attorney-in-fact, NATIONSTAR; therefore, the Verified Mortgage Foreclosure Complaint filed in the L.T. court is null and void due to fraud of perjury, false claims, and false accusations, because the said respondents did not hold both the Note and Mortgage when respondents filed their Verified Complaint against the petitioner.

(2.) The said respondents never had any standing to bring their action against the petitioner filed in the L.T. court. The March 31, 2016 late assignment of mortgage is evidence of perjury, False claims, depravations of rights under color of state law, conspiracy against rights, malicious prosecution, wrongful foreclosure, Civil theft, deed theft, civil conspiracy, unfair and deceptive business practices, mortgage fraud, and etc., because it is impossible for the said respondents to hold the Note and mortgage (on 10/07/2015 when the said respondent filed its action in the L.T. court), before the Note and Mortgage was assigned to the respondent, on March 31, 2016.

(3.) Furthermore, the Notice of Certification of Possession filed in the L.T court, on 10/07/2015, in support of its verified complaint is fraudulent, because it's impossible to have possession of both the Note and the Mortgage when the Note and Mortgage wasn't assigned to the said respondents until after the complaint was filed, on March 31, 2016. The Certification of Possession was executed under oath by NAHOMIE RACINE, original documents assistant of plaintiff's counsel. Plaintiff's counsel (respondent ROBERTSON, ANSCHUTZ, & SCHNEID, via, its employee, NAHOMIE RACINE), has committed perjury, false claims, depravations of rights under color of state law, conspiracy against rights, malicious prosecution, wrongful foreclosure, Civil theft, deed theft, civil conspiracy, unfair and deceptive business practices, mortgage fraud, and etc., because respondent ROBERTSON, ANSCHUTZ, & SCHNEID paid NAHOMIE RACINE to lie under oath that she personally verified possession and location of the original Note on 9/15/2015 at 10:14 A.M. This verification was done by NAHOMIE, before the Note and mortgage was assigned to the said respondents on 3/31/2016; therefore, the Certification of possession is null and void due to the fraud of perjury and false claims. The fraudulent Certificate of Possession was created by the said respondents, intentionally and maliciously, in order to meet the statutory requirements of Florida Statute 702.015(4), so that the said respondents could legally foreclosure upon the petitioner. According to F.S 702.015(4), the original Note and the allonges must be filed with the court before the entry of any judgment of foreclosure or judgment on the NOTE. No original Note has been filed in the L.T. court. Only unauthenticated photo-copies of the Note and Mortgage have been filed in this case.

(4.) Additionally, NAHOMIE RACINE, is not authorized to certify/verify domestic public records, such as the NOTE and mortgage in this case, unless she is a clerk from the Palm Beach County Recorder's Office; therefore, the Certification of Possession is fraudulent and the respondents' complaint does not meet the statutory requirements of Florida Statute Section 702.015(4), and must be dismissed as a result of that failure.

(5.) The petitioner respectfully requests this Court to vacate all orders and judgments imposed against the petitioner in the L.T. court, and dismissal of the plaintiff's action, due to the plaintiff's inability to demonstrate the necessary standing to invoke the jurisdiction of the court. The plaintiff's insufficient evidence (the unauthenticated photo-copy of the NOTE and mortgage that the plaintiff attached as Exhibits A and B when the Verified Mortgage Foreclosure Complaint was filed against the petitioner in the L.T. court, on 10/07/2015) gave the plaintiff no legal right, hence, no standing, to sue the petitioner in the L.T. court. According to F.S 702.015(4), the original Note and the allonges must be filed with the court before the entry of any judgment of foreclosure or judgment on the NOTE. No original Note has been filed in the L.T. court, in violation of F.S 702.015(4); therefore, the Judgment of Foreclosure and the sale should be vacated and a new trial ordered so that the plaintiff can demonstrate its standing to sue the petitioner by presenting the original Note and mortgage, or either this Court should dismiss the plaintiff's action with prejudice due to fraud upon the court and due to plaintiff's insufficient evidence, which fails to state a claim. No standing equals no jurisdiction to move, hence all orders and judgements are null and void and all of the proceedings in the L.T. court are in Coram non judice, "In the presence of a person not a judge.

GROUND VI: LACK OF STANDING TO SUE; LACK OF JURISDICTION; WRIT OF ERROR CORAM NON-JUDICE.

(NOTE: the term plaintiff is referring to respondent THE BANK OF NEW YORK MELLON and its law firm, respondent, ROBERTSON, ANSCHUTZ, & SCHNEID. The term defendant is referring to the petitioner. This section was copied and pasted from the petitioner's Second Motion to Dismiss and the petitioner's Motion for New Trial Based upon Newly Discovered Evidence and Fraud, because the Petitioner noticed that this section is being ignored and avoided by the respondents, therefore, the petitioner believes that the respondents are avoiding this section because plaintiff's complaint fails to state a claim, due to insufficient evidence. Insufficient evidence was filed in the trial court when the plaintiff filed its Verified Mortgage Foreclosure Complaint, on 10/07/2015. Both of the said motions have not been properly disposed of, because to properly entertain both motions is to risk dismissal of the plaintiff's action due to a lack of standing to sue, as a result of the insufficient evidence that plaintiff has attached as plaintiff's Exhibits A (the NOTE) and B (the Mortgage). The plaintiff cannot and has not demonstrated ownership of the Note and Mortgage and has no standing to sue unless the plaintiff can demonstrate a legit security interest in the petitioner's property.)

(1.)Neither the plaintiff nor their attorneys have proven that they have the right to foreclose and sell the defendant's property, thereby, breaching the contract, the NOTE, for failure to give full-disclosure. Florida Statute 90.953(1), "Admissibility of Duplicates" - A duplicate is admissible to the same extent as an original, unless: (1) The document or writing is a negotiable instrument as defined in s. 673.1041, a security as defined in s. 678.1021, or any other writing that evidences a right to the payment of money, is not itself a security agreement or lease, and is of a type that is transferred by delivery in the ordinary course of business with any necessary endorsement or assignment. According to Florida Statute 90.953(1), because the Promissory Note is a negotiable instrument, the plaintiff should have presented the Original Wet Signature Promissory Note with no stamps that would alter the note, as a duplicate of a Note is not admissible. The Plaintiff must meet the requirements of section 673.3091 Florida Statutes to pursue enforcement. W.H. Downing v. First Nat'l Bank of Lake City, 81 So.2d 486 (Fla. 1955)]; Your Construction Center, Inc. v. Gross, 316 So. 2d 596 (Fla. 4th DCA 1975), See also 37 Fla. Jur. Mortgages and Deeds of Trust '240 (One who does not have the ownership, possession, or the right to possession of the mortgage and the obligation secured by it, may not foreclose the mortgage). In this case, the plaintiff has not produced the Original Wet Signature Promissory NOTE. The photo-copy of the NOTE that the plaintiff has submitted, marked as Exhibit A, when the plaintiff filed its complaint is not an authenticated copy of the original NOTE, and the NOTE the plaintiff has submitted as evidence has stamps on it, which has altered the NOTE, rendering the NOTE null and void; therefore, this Court should vacate the sale and final judgment and order dismissal of the plaintiff's action in the L.T. court.

(2.)The plaintiff does not have standing to sue, due to the fact that the plaintiff does not hold the original Note and Mortgage and nor was the Note and Mortgage legally assigned to the plaintiff. The plaintiff has no rightful claim of title to the property that is in question as a result of not holding both the original Note and the Mortgage. "A party lacks standing to invoke the jurisdiction of a court unless he has, in an individual or a representative capacity, some real interest in the subject matter of an action." *Wells Fargo Bank, v. Byrd*, 178 Ohio App.3d 285, 2008-Ohio-4603, 897 N.E.2d 722 (2008). It went on to hold, "If plaintiff has offered no evidence that it owned the note and mortgage when the complaint was filed, it would not be entitled to judgment as a matter of law." Wells *Fargo, Litton Loan v. Farmer*, 867 N.Y.S.2d 21 (2008). "Wells Fargo does not own the mortgage loan... Therefore, the... matter is dismissed with prejudice." *Indymac Bank v. Boyd*, 880 N.Y.S.2d 224 (2009). "To establish a prima facie case in an action to foreclose a mortgage, the plaintiff must establish the existence of the mortgage and the mortgage note. It is the law's policy to allow only an aggrieved person to bring a lawsuit . . . A want of "standing to sue," in other words, is just another way of saying that this particular plaintiff is not involved in a genuine controversy, and a simple syllogism takes us from there to a "jurisdictional" dismissal." *IndyMac Bank v. Bethley*, 880 N.Y.S.2d 873 (2009). "The Court is concerned that there may be fraud on the part of plaintiff or at least malfeasance Plaintiff INDYMAC (Deutsche) and must have "standing" to bring this action."

(3.) Under the laws of the state of Florida, "The mortgage follows the Note. An assignment of the Note carries the mortgage with it, while an assignment of the latter alone is a nullity." (Capitol Investors Co. vs. Executors of the Estate of Morison, 484 F. 2d 1157, 1163n. 12 (4th Cir.1973), citing Daniels v Katz, 237 So.2d 58, 60(Fla.App.1970), "When a Note secured by a mortgage is assigned, the mortgage follows the Note into the hands of the mortgagee." In other words, the Note is held and owned by the certificate holders of the trust, and the mortgage follows the Note. The Note in this case is unenforceable because the Original Note was not recorded at the county level along with the mortgage; therefore, the Note and mortgage were separated when they were not recorded together at the county level. When the Note and mortgage were separated, the trust was collapsed. When you have a collapsed trust, it is null and void as a trust, because it cannot legally hold anymore property. This Court should vacate the sale and final judgment and order dismissal of the plaintiff's action in the L.T. court, because the Note and Mortgage were separated; thereby, collapsing the trust.

(4.) The defendant assert that without the original wet ink Promissory Note to accompany the mortgage, the mortgage/Deed of trust is unenforceable because the Note was separated from the mortgage when it was not recorded along with the Mortgage at the County level. The separation of the Note and mortgage is a nullity and the separation constitutes **BREACH OF TRUST**, which voids the trust/contract. In addition, the mortgage is also unenforceable because the Note was separated from the mortgage when it was put in a bundle along with hundreds or thousands of other loans, as Municipal Bond funds, in order to create a securitized loan trust, in order to sell and trade on Wall Street. The original Note was destroyed and satisfied when it was securitized, and if it wasn't destroyed, the Note can never be located because the Note was bundled together with hundreds or thousands of other loans and given a number to prevent others from double-dipping, that is, to prevent others from reselling the promissory Note again. By learning this information, the original wet blue ink promissory Note cannot be produced, because it was destroyed when it was bundled together and put into a securitized loan trust to sell and trade on wallstreet. *According to the GAAP FASB FAS 140 Rule says that when a NOTE is sold on the market as a security, the NOTE must be burned and destroyed and can never be used as a foreclosure instrument because that is SEC Fraud because the IRS has written the destroyed loss off, then the insurance paid the loss off and then sold it on the market.*

(5.) To separate the NOTE from the mortgage is to collapse the trust. See Carpenter v. Longan, 83 U.S. at 274 (finding that an assignment of the mortgage without the Note is a nullity); Landmark Nat'l Bank v. Kesler, 216 P. 3d 158, 166-67 (Kan.2009) ("In the Event that a mortgage loan somehow separates interests of the Note and the deed of trust, with the deed of trust lying with some independent entity, the mortgage may become unenforceable"). See also 37 Fla. Jur. Mortgages and Deeds of Trust '240 (One who does not have the ownership, possession, or the right to possession of the mortgage and the obligation secured by it, may not foreclose the mortgage). "The mortgage follows the note. An assignment of the Note carries the mortgage with it, while an assignment of the latter alone is a nullity." (Capitol Investors Co. vs. Executors of the Estate of Morison, 484 F. 2d 1157, 1163n. 12 (4th Cir.1973), citing Daniels v Katz, 237 So.2d 58,

60(Fla.App.1970), "When a Note secured by a mortgage is assigned, the mortgage follows the Note into the hands of the mortgagee. In other words, the Note is held and owned by the certificate holders of the trust, and the mortgage follows the Note."

(6.) The plaintiff has presented no valid evidence that it was lawfully assigned the Note and Mortgage from a lawful creditor. This is a very strong indication that the plaintiff is not a real party to this action. How did the plaintiff acquire the property that is in question without any valid assignments of the Note and mortgage, because the plaintiff has never presented the signed contracts that were breached between the plaintiff and the defendant, because the defendant has no contract with the plaintiff; therefore, the plaintiff has no standing and no jurisdiction to make a Claim debt to begin with, because the plaintiff is not a real party in interest.

(7.) The defendant is only obligated to pay the mortgage loan with the original lender, HOMEBANC MORTGAGE CORPORATION, because defendant MICHAEL ANTHONY HENRY©®™ did sign a promissory Note, on March 28, 2003, with Loan number 0022004113. The defendant is not obligated to pay for any other loan number; therefore, the plaintiff is committing fraud upon the court and upon the defendant by requiring the defendant to pay for a totally different loan number with a totally different Lender. The defendant's original mortgage loan with the original lender, HOMEBANC MORTGAGE CORPORATION, has already been satisfied, due to the fact that it has already been sold and traded on the Stock Market as a security, or the FDIC insurance satisfied the loan, or the TARP bailout satisfied the loan. Based upon these facts, this Court should vacate the sale and final judgment and order dismissal of the plaintiff's action.

(8.) Furthermore, the Note and mortgage was supposed to have been recorded together at the county level for each new assignment to demonstrate an unbroken chain of title; however, this was not the case. The chain of title has been broken, because the Note was not recorded along with the mortgage at the county level and the plaintiff has presented no evidence of a valid assignments of the Note and mortgage that leads from the original lender to the plaintiff. The plaintiff has no authenticated evidence of ownership of the Real Property that is in question. This is further evidence that the plaintiff has no standing to invoke the jurisdiction of the courts, whatsoever. The plaintiff has no leg to stand upon; therefore, the sale and final judgment should be vacated and a new trial ordered to conduct further fact finding.

(9.) The plaintiff has failed to provide their department's documentation of accounting showing evidence of their loss; therefore, the plaintiff has no standing, because the plaintiff can't prove loss, damage, or injury. The plaintiff has no standing to collect a claim of debt, because plaintiff can't prove loss, damage, or injury, because there is no contract between the parties. As a result of this failure, there is no jurisdiction to move this cause forward, because the plaintiff lacks the standing to collect a mortgage debt

without a valid contract that obligates the defendant to pay the plaintiff. The plaintiff lacks the standing to take any actions against the defendant. As a result of this failure, this Court should vacate the sale and final judgment and order dismissal of the plaintiff's action. According to the US Supreme Court, in Tyler v. Judges of the court of Registration, 179 US 504, "Standing consists of two absolutely essential elements: (1.) violation of a legal right and Personal injury. Neither one without the other is sufficient, both are required."

(10.) "Standing requires that the party prosecuting the action have a sufficient stake in the outcome and that the party bringing the claim be recognized in the law as being a real party in interest entitled to bring the claim. This entitlement to prosecute a claim in Florida courts rests exclusively in those persons granted by substantive law, the power to enforce the claim." (See Kumar Corp. v Nopal Lines, Ltd, et al, 462 So. 2d 1178, (Fla. 3d DCA 1985)). The plaintiff has presented insufficient evidence to establish its standing to sue the defendant, because the Note and mortgage that it attached as Exhibits A and B when plaintiff filed its Verified Complaint has no ties to the plaintiff without an authentic recorded unbroken chain of title that leads from the original lender to the plaintiff. Plaintiff provided no authentic recorded assignments when it filed its action and plaintiff provided only unauthenticated photo-copies of the Note and mortgage and not authenticated copies of the Note and mortgage when the plaintiff filed its Verified Complaint in the trial court.

(11.) The plaintiff has failed to present properly authenticated evidence onto the record. That Authenticated evidence is the Plaintiff's Note and Mortgage. All the plaintiff did was present photo-copies of the Note and mortgage onto the L.T court's record, marked as Exhibits A and B, when the plaintiff filed its complaint. The plaintiff did not submit properly authenticated copies of both the Note and Mortgage, and as a result, the defendant requests a new trial, because a photo-copy doesn't prove anything and it is considered hearsay evidence. "*In order for a trial court to consider the content of a promissory note in a foreclosure action, that note must be properly authenticated and admitted into the record. The Sixth Appellate District held that an affidavit that failed to properly authenticate a promissory note in a foreclosure case precluded its consideration and prevented summary judgment in favor of the bank.*" HSBC Mortg. Servs., Inc. v. Edmon, 6th Dist. Erie No. E-11-046, 2012-Ohio-4990, ¶ 23; see also BAC Home Loans Servicing v. Moore, 5th Dist. Licking No. 12 CA 50, 2012-Ohio-6284, ¶ 27; Wachovia Bank of Delaware v. Jackson, 5th Dist. Stark No. 2010-CA-00291, 2011-Ohio-3203, ¶ 39, 53-57. Florida Statute, (2002), Section 90.953. Florida code of evidence, the plaintiff in a mortgage foreclosure must present the Original Wet Signature Promissory Note with no stamps that would alter the note, as a duplicate of a note is not admissible. The Plaintiff must meet the requirements of section 673.3091 Florida Statutes to pursue enforcement.

(12.) The plaintiff has also failed to produce an authenticated copy of the Note and mortgage in support of its complaint. As with the Note, the plaintiff argues that it is the holder of the Note. The defendant disagrees until the plaintiff produces the original wet Blue Ink Note. *"Where proof is to be made of some fact which is recorded in a writing, the best evidence of the contents of the writing consists in the actual production of the document itself. And the general rule is that secondary evidence of the contents of a written instrument cannot be admitted until the nonproduction of the original has been satisfactorily accounted for."* See Smith v. Andres, 1st Dist. Hamilton No. C-77297, 1978 Ohio App. LEXIS 8118 (June 28, 1978).

(13.) Evid. R. 1005 provides that the contents of an official record may be proved by copy, certified as correct in accordance with Rule 902, CIV. R. 44, Crim R. 27 or testified to be correct by a witness who has compared it with the original. For domestic public records, the certification will be sufficient if it bears an official seal and a signature purporting to be an attestation or execution. State v. Dominguez, 1st Dist. Hamilton No. C-980148, 1999 Ohio App. LEXIS 184 (Jan. 29, 1999). The certification "may be made by any public officer having a seal of office and having official duties in the political subdivision in which the record is kept, authenticated by the seal of his office."

(14.) In this case, there is nothing from the Palm Beach County Recorder's Office certifying that the photo-copy of the NOTE and Mortgage that the plaintiff has submitted as evidence (marked as plaintiff's Exhibits A and B), when the plaintiff filed its action in this case, was an accurate reproduction of the original; therefore, it does not qualify for self-authentication pursuant to Evid.R. 902. Without a Seal by a deputy clerk or an affidavit from the county recorder's office, attesting to its authenticity, the Plaintiff's Note and mortgage has not been properly submitted as evidence; therefore, the trial court should order a new trial, because the plaintiff's evidence is insufficient to establish the necessary standing to invoke the jurisdiction of the courts. In other words, the Plaintiff's Exhibits A and B are insufficient as evidence to support the plaintiff's Claim of Title to the real property that is in question, because a photo-copy doesn't prove anything and is considered to be hearsay evidence. No one would accept a photo-copy of a $100-dollar bill as evidence of a payment, likewise, the defendant will not accept plaintiff's photo-copy of the Note and Mortgage as evidence that they hold both the Note and Mortgage; especially, in light of the fact that the plaintiff's name is nowhere on the original contracts that gave rise to this action, which are the Note and Mortgage.

(15.) When exhibits are inconsistent with Plaintiff's allegations of material fact as to whom the real party in interest is, such allegations cancel each other out. Fladell v. Palm Beach County Canvassing Board, 772 So.2d 1240 (Fla. 2000); Greenwald v. Triple D Properties, Inc., 424 So. 2d 185, 187 (Fla. 4th DCA 1983); Costa Bella Development Corp. v. Costa Development Corp., 441 So. 2d 1114 (Fla. 3rd DCA 1983). The

Plaintiff's Exhibits A and B are inconsistent with plaintiff's allegations of material facts, because uncertified Photo-copies do not prove anything in a court of law; especially, when the plaintiff's name is nowhere on the contracts that gave rise to this action, (i.e., the Note and Mortgage), and when plaintiff has presented no unbroken chain-of-title from the County level that leads from the original lender to the plaintiff. Due to the fact that the plaintiff's Exhibits A and B are insufficient as evidence to establish a Claim of Title for interest in the Real Property that is in question, this Court should vacate the sale and final judgment and order dismissal of the plaintiff's action.

(16.) The record does not verify that Plaintiff has suffered any damages other than those directly attributable to their own deliberate and ongoing frauds. Claim of damages, to be admissible as evidence, must incorporate records such as a general ledger and accounting of an alleged unpaid promissory note and the person responsible for preparing and maintaining the account general ledger must provide a complete accounting which must be sworn to and dated by the person who maintained the ledger. Neither plaintiff nor their attorneys have validated the alleged mortgage loan debt as required by the Fair Debt Collection Practices Act. They have not identified the owner of the alleged debt and have not provided an accurate accounting of the alleged debt. Such a lack of validation prohibits the plaintiff from taking any action to collect on the alleged debt.

CONCLUSION.

(1.) Respondent HARRISON is subject to mandamus jurisdiction due to his failure to do clearly established ministerial and/or judicial duties. For example, respondent has failed to hear meaningful pleadings filed by the petitioner that would change the outcome of the proceedings; thereby, violating clearly established procedures outlined in the Florida Rules of Court; and violating the petitioner's constitutional right of access to the courts, and rendering the proceedings unfair.

(2.) Respondent Judge, HOWARD HARRISON'S, failure to do his ministerial and/or judicial duty, (as an officer/member of the court), by not properly disposing of petitioner's Motion for New Trial Based upon Newly Discovered Evidence and Fraud, in accordance with the Florida Rules of Court, constitutes a denial of access to the courts, in violation of petitioner's federally secured U.S. Constitutional Rights, guaranteed by the 1st, 5th, 6th, and 14th Amendments. The Florida Constitution also guarantees the right of Access to the Courts. (See Article I section 21 of FL Const.). Respondent HARRISON failed to observe the Florida and US Constitution, and failed to observe well-established procedure outlined in the Florida Rules of Court; therefore, the said respondent is subject to mandamus jurisdiction and should be compelled to order a New Trial so that the new evidence and fraud can be investigated.

(3.) Respondent Judge, JANIS B. KEYSER'S failure to do her ministerial and/or judicial duty, (as an officer/member of the court), by not acting upon petitioner's 6/29/2017 Motion to strike, constitutes a denial of access to the courts, in violation of petitioner's

federally secured U.S. Constitutional Rights, guaranteed by the 1st, 5th, 6th, and 14th Amendments. The Florida Constitution also guarantees the right of Access to the Courts. (See Article I section 21 of FL Const.). Respondent KEYSER failed to observe the Florida and US Constitution, and failed to observe well-established procedures outlined in the Florida Rules of Court; therefore, the said respondent is subject to mandamus jurisdiction and should be compelled to grant petitioner's motion to strike and to vacate the Certificate of Title issued in favor of Respondent DUKE.

(4.) Respondent Judge, HARRISON'S failure to observe the US and Florida Constitution, as it pertains to Access to the courts, by holding a non-jury trial without the presence of the defendant, subjects this respondent to mandamus jurisdiction, because the petitioner did not receive his rights to a fair and impartial trial (6th Amendment U.S. Const.); especially, since the petitioner was not present for trial. This Court should compel respondent HARRISON to order a new trial, so that the petitioner can present his case and defend his property in accordance with due process and equal protection of the law (5th and 14th Amendment U.S. Const.).

(5.) The petitioners claim of newly discovered evidence and fraud upon the court is an invalid late assignment of mortgage that was assigned to respondent BANK on March 31, 2016, which is months after respondents BANK and ROBERTSON, ANSCHUTZ, & SCHNEID stated under oath, on 10/07/2015 when said respondents filed their verified complaint in the L. T. court, that plaintiff hold the Note and mortgage. This is a very significant flaw, because the March 31, 2016 late assignment of mortgage to respondent BANK is actual evidence of fraud upon the court in the form of perjury, false claims, and/or false accusations. The petitioner attached the March 31, 2016 late assignment of mortgage to his Motion for New Trial filed in the L.T. court on 5/24/2017 petition as Exhibit A. The petitioner has attached the said late assignment to this foregoing petition as Exhibit A for this Court's convenience. Exhibit A demonstrates that the said respondents did not hold both the Note and Mortgage when said respondents filed its Verified Complaint in the L.T. court on 10/07/2015, therefore, the said respondents have committed perjury, false claims, malicious prosecution, civil theft/deed theft, and etc., by stating under oath that it was the holder of both the Note and mortgage when it was impossible for the said respondents to be the holder of both the Note and mortgage at the time the respondents' Verified complaint was filed, because the respondent BANK wasn't assigned the mortgage until March 31, 2016. (See Exhibit A). This evidence is of such a nature that this Court should accept coram nobis jurisdiction and order vacation of all orders and judgments and should order dismissal of the plaintiff's action in the L.T. court, because the late assignment, Exhibit A, demonstrates that the said respondents Verified Mortgage Foreclosure Complaint is based in fraud; and it demonstrates that respondents never had the standing, hence, the jurisdiction to sue the petitioner, because respondents did not hold both the note and mortgage at the time when their Verified Mortgage Foreclosure Complaint was filed on 10/07/2015 in the L.T. court.

(6.) Due to the lack of standing, stemming from plaintiff's insufficient evidence of proof of possession of the original NOTE and mortgage (marked as plaintiff's Exhibits A (the NOTE) and B (the mortgage)), this Court should accept coram non-judice jurisdiction and order vacation of all orders and judgments and order dismissal of the plaintiff's action in the L.T. court. No standing equals no jurisdiction to move the cause forward, because one must have a legal right to sue before the jurisdiction of the courts can be invoked. "Standing requires that the party prosecuting the action have a sufficient stake in the outcome and that the party bringing the claim be recognized in the law as being a real party in interest entitled to bring the claim. This entitlement to prosecute a claim in Florida courts rests exclusively in those persons granted by substantive law, the power to enforce the claim." (See Kumar Corp. v Nopal Lines, Ltd, et al, 462 So. 2d 1178, (Fla. 3d DCA 1985)). The plaintiff has presented insufficient evidence to establish its standing to sue the petitioner, because the Note and mortgage that it attached as Exhibits A and B when plaintiff filed its Verified Complaint has no ties to the plaintiff without an authentic recorded unbroken chain of title that leads from the original lender to the plaintiff. Plaintiff provided no authentic recorded assignments when it filed its action and plaintiff provided only unauthenticated photo-copies of the Note and mortgage and not authenticated copies of the Note and mortgage when the plaintiff filed its Verified Complaint in the L.T. court.

(7.) The Respondents are subject to prohibition jurisdiction, because they have acted in excess of their jurisdiction by allowing respondents THE BANK OF NEW YORK MELLON and ROBERTSON, ANSCHUTZ, & SCHNEID to move the cause forward in the L.T. court without having the necessary standing to invoke the jurisdiction of the courts. It is well-established according to common law principles, in a civil action, one needs standing to invoke the jurisdiction of the courts, because according to the doctrine of standing, we can only sue persons who have injured us and violated our rights. If there is no standing there is no jurisdiction to proceed. Due to the lack of jurisdiction, stemming from the plaintiff's said insufficient evidence, this Court should prohibit any further movement in the L.T. court. This is a case of a plaintiff saying that they own the world, but only come in court when challenged for ownership with an unauthenticated photo-copy of the sales receipt or the Bill of Sale that shows that someone else actually purchased the world.

RELIEF.

Based upon all of the foregoing facts and the authorities cited herein, the petitioners respectfully request this Honorable Court to grant the following relief:

(1.) Order respondents to pay for all filing fees, and attorney's fees associated with this action.

(2.) Issue Writ of Mandamus against respondents HARRISON and KEYSER, compelling respondents to hold a hearing for petitioner's unheard and unrebutted Second Motion to

Dismiss, Motion to Strike, and Motion for New Trial based upon Fraud and Newly Discovered evidence.

(3.) Issue Writ of Prohibition against the respondents, prohibiting any further movement in the L.T. court and prohibiting possession of the petitioner's property. This relief should be granted because the respondents have not presented a legit claim of title that would entitle them to relief and therefore, lack the necessary standing to invoke the jurisdiction of the courts, due to the insufficient evidence that plaintiff has attached as Exhibits A and B when the plaintiff filed its Verified Mortgage Foreclosure Complaint.

(4.) Issue Writ of Mandamus against respondent KEYSER, compelling her to vacate the 7/11/2017 Order granting plaintiff's Motion to Strike Court Filings.

(5.) Issue Writ of Mandamus against respondent KEYSER, compelling her to strike plaintiff's Motion to Strike Court Filings, filed in the L.T. court on 7/10/2017.

(6.) Issue Writ of Mandamus against respondent KEYSER, compelling her to vacate the Order granting third-party purchaser's Motion to Direct Clerk to Issue Certificate of Title.

(7.) Issue Writ of Mandamus against respondent KEYSER, compelling her to strike all of the motions and pleadings filed by respondent DUKE in the L.T. court.

(8.) Issue Writ of Mandamus against respondent KEYSER, compelling her to grant petitioner's Motion to Strike filed in the L.T. court on 6/29/2017.

(9.) Issue Writ of Mandamus against respondent KEYSER, compelling her to require third party purchaser, respondent DUKE, to properly intervene into the case by filing a motion to intervene as a third-party intervenor.

(10.) Issue Writ of Mandamus against respondent HARRISON, compelling him to order an evidentiary for the petitioner's Motion for New Trial Based Upon Newly Discovered Evidence and Fraud.

(11.) Issue coram nobis jurisdiction and coram non-judice jurisdiction against the respondents, due to the Newly Discovered Evidence of fraud upon the court (petitioner's Exhibit A, which is the March 31, 2016 late assignment of mortgage) and due to respondent's lack of standing to invoke the jurisdiction of the courts. Due to coram non-judice, all orders and judgments entered are null and void; the petitioner requests this

Court to order vacation of all orders and judgments and dismissal of the plaintiff's action with prejudice.

(12.) Please grant further relief as this Court feels just and proper to serve the ends of justice.

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Petition has been furnished by US Mail to: The Clerk of the Courts for the 15th Judicial Circuit, P.O. Box 4667, West Palm Beach, FL 33402; Attorney for THE BANK OF NEW YORK MELLON, **Robertson, Anschutz, & Schneid**, 6409 Congress Avenue, Boca Raton, FL 33487; Attorney for Third-Party Purchaser, DUKE PARTNERS II, LLC, **Ashland R. Medley**, 2846 North University Drive, Coral Springs, FL 33065; Judge **Janis B. Keyser**, Main Judicial complex, 205 N. Dixie Highway, West Palm Beach, FL 33401; Judge **Howard Harrison**, Main Judicial complex, 205 N. Dixie Highway, West Palm Beach, FL 33401 and the 4th District Court of Appeals, 1525 Palm Beach Lakes Blvd., West Palm Beach, FL 33401, on this 20th day of July, 2017.

Respectfully Submitted
By: Michael A Henry -BEY
Michael Anthony: Henry-Bey
In Propria Persona Sui Juris
(non-corporate entity, tertius interveniens)
Administrator for MICHAEL ANTHONY HENRY
1625 16th Lane Greenacres, Florida [33463].

EXHIBIT "A"

CFN 20160111509
OR BK 28200 PG 1368
RECORDED 04/01/2016 13:05:07
Palm Beach County, Florida
AMT
Sharon R. Bock
CLERK & COMPTROLLER
Pgs 1368-1369; (2Pgs)

When Recorded Return To:
Nationstar Mortgage LLC
C/O Nationwide Title Clearing, Inc.
2100 Alt. 19 North
Palm Harbor, FL 34683

ASSIGNMENT OF MORTGAGE

Regarding this instrument, contact Nationstar Mortgage LLC, 8950 Cypress Waters Blvd., Coppell, TX 75019, telephone # 888-480-2432, which is responsible for receiving payments.

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, **COUNTRYWIDE HOME LOANS, INC., WHOSE ADDRESS IS C/O NATIONSTAR MORTGAGE LLC, 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019, (ASSIGNOR)**, by these presents does convey, grant, assign, transfer and set over the described Mortgage with all interest secured thereby, all liens, and any rights due or to become due thereon to **CONVENTIONAL: THE BANK OF NEW YORK MELLON F/K/A THE BANK OF NEW YORK AS TRUSTEE FOR THE CWMBS REPERFORMING LOAN REMIC TRUST CERTIFICATES, SERIES 2005-R1 FHA/VA/RHS: NATIONSTAR MORTGAGE LLC , WHOSE ADDRESS IS C/O 8950 CYPRESS WATERS BLVD., COPPELL, TX 75019, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE).**

Said Mortgage was made by **MICHAEL A. HENRY** and recorded in Official Records of the Clerk of the Circuit Court of **PALM BEACH** County, **Florida**, in **Book 15110, Page 0889 and CFN 20030230924**, upon the property situated in said State and County as more fully described in said Mortgage.

LOT 58, UNIT C, OF SHERWOOD LAKES (P.U.D.), ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 40, AT PAGE 105, OF THE PUBLIC RECORDS OF PALM BEACH COUNTY, FLORIDA.

Dated this 31st day of March in the year 2016
COUNTRYWIDE HOME LOANS, INC., by NATIONSTAR MORTGAGE LLC, its Attorney-in-Fact

Heather Leibowitz
HEATHER LEIBOWITZ
Vice President of Loan Documentation

All persons whose signatures appear above have qualified authority to sign and have reviewed this document and supporting documentation prior to signing.

Danielle Burns
DANIELLE BURNS
WITNESS

Susan Schotsch
SUSAN SCHOTSCH
WITNESS

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
NSDAV 25846890 – DEFGOV DOCR T2916031016 [C-1] EFRMFL1

D0015639499

STATE OF FLORIDA
COUNTY OF PINELLAS
The foregoing instrument was acknowledged before me on this 31st day of March in the year 2016, by Heather Leibowitz as Vice President of Loan Documentation of NATIONSTAR MORTGAGE LLC as Attorney-in-Fact for COUNTRYWIDE HOME LOANS, INC., who, as such Vice President of Loan Documentation being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

NICOLE BALDWIN
COMM EXPIRES: 08/05/2016

Nicole Baldwin
Notary Public State of Florida
My Commission # EE 222285
Expires August 5, 2018

Document Prepared By: E.Lance/NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152
NSDAV 25846890 – DEFGOV DOCR T2916031016 [C-1] EFRMFL1

D0015639499

15th JUDICIAL CIRCUIT COURT • CLERK & COMPTROLLER • PALM BEACH COUNTY, FLORIDA • STATE OF FLORIDA

I hereby certify the foregoing is a true copy of the record in my office with redactions, if any as required by law as of this day, May 18, 2017.
Sharon R. Bock, Clerk and Comptroller, Palm Beach County, Florida
BY _____ Deputy Clerk
Catherine S. Siegel