

June 11, 2025

FIRST JUDICIAL DISTRICT COURT
STATE OF NEW MEXICO
SANTA FE COUNTY

WELLS FARGO BANK, N.A., AS TRUSTEE, ON BEHALF
OF THE HOLDERS OF THE HARBORVIEW MORTGAGE
LOAN TRUST MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2007-1,

Plaintiff,

v.

D-101-CV-2013-00904

Marcelina Martinez, CARL J. MARTINEZ; THE BANK OF
NEW YORK MELLON fka The Bank of New York as
Successor Trustee to JP Morgan Chase Bank, N.A., as Trustee
on Behalf of Certificateholders of the CWHEQ Inc., CQHEQ
Revolving Equity Loan Trust, Series 21006-1; GILBERT
ROMERO; and UNKNOWN TENANT (REAL NAME
UNKNOWN),

Defendants,

**AFFIDAVIT OF MARCELINA MARTINEZ
IN SUPPORT OF MOTION TO SET ASIDE JUDGMENT AND SALE**

I, Marcelina Martinez, hereinafter, "I, me, my, or affiant", being duly sworn, state under penalty of perjury that I am over 18 years of age, competent to testify, and have personal knowledge of the following facts, except where stated on information and belief:

1. I am a named defendant in Case D-101-CV-2013-00904, a foreclosure action filed by Wells Fargo Bank, N.A. as Trustee on behalf of the holders of the HarborView Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2007-1 (WFBNA HV 2007-1), serviced by Select Portfolio Servicing, Inc. (SPS), concerning real property in Santa Fe County, New Mexico (the "Property"). The original complaint was filed by law firm Rose Little Brand & Associates, PC (RLB), now Rose Ramirez & Associates, PC (RRA).
2. The original note names Countrywide Home Loans, Inc. as the "lender".
3. The property at issue in this case ("the Property") is generally known as 14 Camino de Paz, Santa Cruz, New Mexico.
4. I claim paramount title to the Property by virtue of a properly certified chain of title back to the original land patent and therefore I claim the forever rights granted by the patented Santa Cruz Grant (Exhibit A).
5. At some point during this litigation, I was made aware that foreclosure cases in New Mexico are regularly, if not always, prosecuted by the alleged servicer, and not the named "plaintiff"; the servicer purportedly acts under some sort of authority from the named plaintiff.

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6. This fact was confirmed to me in Case D-117-CV-2015-00345, “case 345”, in which I am a named defendant (Exhibit B, affidavit produced in response to a motion for proof of authority under Section 36-2-12).
7. Case 345 was prosecuted by some of the same law firm(s) and attorney(s) engaged in the present case, “case 904” and the procedure has been the same, including execution of affidavits by employees of the “servicer”, claiming to act on behalf of the plaintiff (Ex. B).
8. In the present case, the only “evidence” produced to prove a claim to grant the foreclosure by “summary judgment” was an affidavit attached to the motion for summary judgment filed on July 31, 2015 executed by Diane Weinberger, “Document Control Officer”, an employee for SPS, “in its capacity as Plaintiff’s loan servicer and attorney-in-fact”. No evidence of power of attorney has ever been produced (MSJ filed July 31, 2015, Ex. 1).
9. In response to the motion for summary judgment, I challenged the validity of this affidavit asking to strike the affidavit for lack of authority and hearsay.
10. At the fifteen-minute hearing on this motion held June 9, 2016 then-Judge Thomson granted the summary judgment but did not make any statements as to his ruling.
11. The proposed judgment, containing findings of facts and conclusions at law, which were never actually discussed, was issued on August 22, 2016.
12. At no point in this case has any attorney produced a power of attorney (POA) authorizing SPS to act on behalf of WFBNA HV 2007-1.
13. Summary Judgment was granted without proof of standing to foreclose (*Bank of N.Y. v. Romero*, 2014-NMSC-007, ¶ 17) and the absence of a POA undermines any alleged standing.
14. I have been unable to locate a POA from WFBNA HV 2007-1 to SPS, including by conducting a search with the Salt Lake County Recorder’s office and also with the assistance of a representative of the Salt Lake County Recorder.
15. Judgment was improper without such evidence and proof of standing required scrutiny of such authority, including to determine what power the plaintiff actually gave SPS in this case.
16. On information and belief, the POA, if it ever existed, would look similar to the POA from Wells Fargo Bank, N.A. as trustee on behalf of the holders of the Harborview Mortgage Loan Trust Mortgage Loan, Pass-through certificates series 2006-12, “WFBNA HV 2006-12” (Exhibit C).
17. According to ¶ 4, the POA for WFBNA HV 2006-12, “this limited power of attorney is effective as of the date below [December 2, 2011] and shall remain in full force and effect until ... (b) the termination, resignation, or removal of the Trustee as Trustee of the Trust”.
18. On information and belief, WFBNA’s trustee status for the mortgage was terminated following a sale to Computershare, as evidenced by public records and correspondence (Exhibit D, Computershare sale records and related documents).

19. On information and belief, if this case was driven by SPS and not WFBNA from the onset, and SPS had no authority to act on its behalf, then the court likely lacked both subject matter and personal jurisdiction to enter a judgment.

20. I served a subpoena duces tecum, certificate of service filed on 7/9/2014, on Miller Stratvert PA, “MS”, the law firm that represented SPS at the time of service of the complaint, seeking production of the original note. Mr. O’Reilly of MS sent me a letter stating they could not accommodate the inspection location indicated in the request but I could inspect it at their office, which was in Farmington, NM. I sent him an email on the date of receipt, 8/11/2014, stating that I would rather review the documents at their Santa Fe offices due to distance. On 8/12/2014, Mr. O’Reilly responded that Little Bradley & Nesbitt (LBN) would take over the case and therefore I could inspect the documents at their offices. A motion to substitute counsel was filed on 8/14/2014 but not ultimately granted until 10/6/2014. I submitted a second request for production on September 24, 2014. It was not until November 14, 2014 that LBN allowed me to inspect the note. The Note I inspected looked materially different than the copy of the note attached to the complaint, as it had a label affixed to the front, which stated, “when recorded return to Richmond Monroe Group”. Additionally, attorney Sandra Brown of LBN stated that she did not have the original mortgage. I alerted the court of this at the hearing on my motion to dismiss on December 2, 2014 held by Judge Jennifer Attrep. I then filed an affidavit on December 12, 2014 to show the distinctions (Exhibit E, Affidavit abridged).

21. On information and belief, given the delay in inspection of the note, along with the fact that LBN did not have the original mortgage at the time of inspection and, especially, the label affixed to the note naming a document creation company, “Richmond Monroe Group”, it is likely that an original note was not in existence at the time of filing of the complaint in this case (see also public news articles on Kemp v. Countrywide, circa 2010, e.g. <https://www.nakedcapitalism.com/2010/11/countrywide-offers-not-very-convincing-explanation-of-testimony-on-its-oops-we-still-have-the-note-snafu.html>).

22. No evidence was presented to establish that WFBNA held a valid note or mortgage at the time of filing, raising concerns about securitization fraud, as no debt extinguishment or consideration was documented.

23. The In Rem Judgment and Decree of Foreclosure, issued on August 22, 2016 granted an amount of \$492,890.23 and the judgment “shall bear interest at the prescribed rate from and including today’s date [8/22/2016] to the date of the foreclosure sale hereinafter set out (Exhibit F ¶ MM).

24. The amount granted was not the amount requested via motion, and interest was never prescribed: the motion for summary judgment states, “Thus, without accounting for future costs, expenses, and attorney fees, *which will be raised by separate motion*, the Trust seeks a total initial monetary judgment against the Martinezes for \$617,126.09.”

25. A separate motion for future costs, expenses and attorney fees was never filed.

26. A Notice of Sale, filed on January 20, 2021, by Tiffany & Bosco, P.A., without substituting as counsel, states the judgment amount is \$617,126.09, which was sought but not granted.

27. The Notice of Sale added unapproved interest at 3.375% per annum from May 30, 2015 to date of sale, neither of which was sought or granted (Exhibit G).

28. The sale further deviated from the Judgment by purportedly being conducted by David Washburn, despite the appointment naming Hon. Jay Harris (ret.) or his designee (Ex. F ¶¶PP).
29. Rule 1-053 NMRA gives the provisions on properly substituting a special master, which did not occur nor was Washburn designated by Harris. Instead, a “Notice of Substitution” was filed also on January 21, 2021.
30. Washburn’s report, filed March 4, 2021 lacks evidence of a sale, such as bidder details or consideration paid, and makes statements that were false at the time it was filed (“your special master”) and statements that were later determined to be false, including statements that he “sold” the property.
31. I challenged these misrepresentations through a motion to strike, filed on March 18, 2021, to which a response was filed by Solomon Krotzer of Houser LLP, without substituting as counsel.
32. In order to conform to due process, foreclosure sales are required to be conducted under the supervision of the court (*Armstrong v. Csurilla*, and, as such, the special master acts in a public capacity).
33. I was aware of instances where Washburn produced information through requests under the Inspection of Public Records Act (NMSA 1978 § 14-2-1 et seq.), “IPRA”, (Exhibit H, abridged) thus to determine whether a sale actually occurred and consideration paid and also to determine if due process was followed, I sent an IPRA request to Washburn (Exhibit I, p. 3), with the following request:
- All communications between David Washburn and Tiffany & Boscoe P.A. agents, officers, or employees relating to case D-101-CV-2013-00904, Wells Fargo Bank, N.A. as Trustee v Martinez et al.
 - All communications between David Washburn and Houser LLP agents, officers, or employees relating to case D-101-CV-2013-00904, Wells Fargo Bank, N.A. as Trustee v Martinez et al.
 - Include all communications prior to, during and after the alleged "sale", which purportedly was held on March 3, 2021
 - Evidence of funds transferred from the alleged purchaser
 - Receipts for advertisement in the newspaper having a general circulation in Santa Fe County, New Mexico
 - Evidence of Bond/Insurance of David Washburn (name of insurance company, address and policy number)
34. Washburn’s attorney, Elizabeth Mason of Rose Little Brand & Associates, P.C. (RRA, now Rose Ramirez & Associates, P.C., RRA) responded with a denial stating that Washburn is not subject to IPRA as he is employed by a private company, National Service & Investigations, Inc. (NSI) (Ex. I, p. 2).
35. I also submitted the same IPRA request the First Judicial District Court (FJDC), which responded with the same denial provided by Ms. Mason. (Ex. I).
36. On June 17, 2021 this court denied my motion to strike the special master’s report and on June 25, 2017 issued a notice of presentment hearing on the proposed order confirming the sale scheduled for August 4, 2021.
37. On June 23, 2021 I filed a lawsuit against NSI and Washburn, D-101-CV-2021-01403, “case 1403”, with a request for mandamus (§ 14-2-12(B)) to order production of evidence of consideration and sale before a confirmation was issued. The case was assigned to judge Matthew Wilson who

denied the writ of mandamus on June 29, 2021 (with no explanation why) stating that the complaint should be treated as a civil complaint.

38. As this further delayed the production of evidence and on July 31, 2021, I filed Verified Expedited Motion to Compel the Special Master to Produce Requested Post-Judgment Communications, Documentation and Information and Motion for a Stay of Proceedings.

39. At the hearing on August 4, 2021 Judge Biedscheid failed to hear my expedited motion, claiming that the “creditor” should be allowed to file a response. I then asked if he would grant my request for stay (such that the opposing party could respond). He attempted to have me argue my motion to strike before making a ruling on this request. I had to press him to state whether it was granted or denied and he ultimately denied the motion for stay.

40. After I argued my motion to strike, stating that Washburn was not properly authorized to conduct a sale, and I also mentioned that he appeared to be engaged in unauthorized practice of law, Judge Biedscheid called the sale “perfunctory”, and repeatedly attempted to get me to state that I had no objections to the special master’s report. In response, I read each statement in the report specifically objecting to each paragraph. Judge Biedscheid confirmed the “sale” despite no evidence on the record.

41. Judge Biedscheid exhibited bias at this hearing, first by failing to stay the hearing until evidence could be provided and calling the sale of property “perfunctory” and also for arguing on behalf of the plaintiff and failing to provide the statute that allows him to grant possession of property to a third party whose identity, at the time of filing of the complaint, is not known and therefore lacks standing to seek such relief. I recorded an affidavit of his actions with the Santa Fe County Clerk and filed it in court case 904 on August 18, 2021.

42. A response to my motion to compel the special master to produce evidence was not filed until after I filed a notice of non-response and circulated a proposed order, to which no response was received either. Judge Biedscheid ignored this motion altogether and failed to issue a ruling on this.

43. I did not seek appeal of the confirmation order, as there had been no evidence provided and practically nothing on the record for the appeals court to review (*Muse v. Muse*, 2009-NMCA-003).

44. On December 10, 2021 yet another law firm, Aldridge Pite LLP, David Wertz filed a “limited entry of appearance” in this case and a “Notice of Demand to Vacate the Premises” and I received, around that time, a notice on my gate from Isabel Valdez, a realtor with Real Estate de Santa Fe, LLC, indicating that SPS (not WFBNA) demanded me to vacate the property.

45. Knowing that it appeared that no evidence to support conveyance of my property existed, and there was nothing to show that SPS had any authority to act on behalf of WFBNA I did not comply.

46. On February 24, 2022 Wertz filed an “Application for Writ of Assistance” to forcibly remove me from my property.

47. I continued to attempt to obtain the evidence Washburn relied upon to claim that a sale had occurred and also amended my IPRA lawsuit to include the FJDC on March 4, 2022, served on March 8, 2022. The FJDC maintained that it was not obligated to produce any evidence of a sale, as the special master is employed by a private entity.

48. On March 11, 2022 I gave the court notice that I claim paramount title to the property by virtue of the warranty deed traced back to the land patent.
49. On March 13, 2022 I filed an opposition to the application where I fully argued the issues, primarily that title had not been conveyed, as no evidence of a sale exists or appeared to exist at that time therefore my “rights, title and interest” were not properly adjudicated and my title remains paramount.
50. On April 1, 2022 a “reply” to my objection to the application was filed by Solomon Krotzer of Houser LLP and also, on the same day a “response” to my objection was filed by Aldridge Pite LLP. There has been no actual attorney of record that has filed any of the documents in this case since 2017 and attorneys bounce in and out of the action with reckless disregard for the rules.
51. On April 11, 2022 Aldridge Pite LLP purportedly withdrew its response to my opposition, despite this law firm having sought possession in the first place.
52. On July 11, 2022 I filed an Expedited Motion for Disqualification and Recusal of Judge Biedscheid for his biased actions in this case as well case 345, involving property I inherited from my mother, which has overlapping themes, issues, and challenges and also for his failure, as chief judge, to recuse the court in case 1403 upon its being named as a defendant in that case.
53. On October 11, 2022 Judge Biedscheid denied my motion for disqualification and granted the application and writ of assistance without hearing or presentment hearing and despite the lack of evidence of a sale and the other due process issues in this case.
54. On October 17, 2022 I filed a motion to quash the writ of assistance with similar arguments as well as challenging the statutes used to grant possession where title is not litigated and no evidence of a sale exists.
55. On November 1, 2022, without hearing, Judge Biedscheid denied my motion to quash, citing a non-existent local rule as a basis, and misapplying *National Excess Ins. Co. v. Bingham*, 1987-NMCA-109, which states that a motion for summary judgment can be granted without hearing.
56. On November 10, 2022 I filed both a notice of appeal and a motion to set aside the order granting the writ, again arguing due process violations.
57. On November 14, 2022 I filed a notice of non-response to my motion to quash, as the opposing party had not responded and Judge Biedscheid issued an ex parte order, e.g. considering arguments that were not part of the record.
58. On December 1, 2022 I filed a motion to reconsider the order denying my motion to quash. In my motion to reconsider I argued the improper citations in the order as well as a lack of response by the opposing party, as the order was issued before the time had expired for response meaning Judge Biedscheid argued on behalf of the opposing party further exhibiting bias.
59. On February 3, 2022 Judge Biedscheid denied my motion to reconsider, again without hearing, and again citing the same non-existent local rule (LR1-306(H)) and again citing *National Excess Ins. Co.*, which applies to motions for summary judgment, not motions involving the seizure of property (Exhibit J).

60. In the order of February 3, 2022, Judge Biedscheid states, “[t]he Court acknowledges that it is difficult to lose a cherished property in foreclosure. However, the court notes several filings lacking merit and so, while it is not imposing sanctions, it will do so in the future if meritless motions are filed to interpose delay.” I have a fundamental right to protect my property. These statements, combined with Biedscheid’s refusal to consider my arguments, failure to conduct hearings in matters involving property seizure, and actions taken without or in excess of jurisdiction, demonstrate bias against me and constitute violations of due process. These actions deprived me of a fair opportunity to present my case and protect my property rights.

61. Judge Biedscheid has never made any findings of facts or conclusions regarding his decisions, he has deprived me of my right to be heard, and he has admitted to confirming a sale without evidence (see below). Moreover, I have obtained evidence, even from the record itself, that Judge Biedscheid did not supervise the sale and “ratified” several due process violations surrounding the alleged sale.

62. The rule governing writs issued by district courts, Rule 1-065, specifically provides that district courts can issue writs related to possession, by a clerk, if the petition is verified and therefore supported by evidence and, such possession is subject to a judgment in an action of ejectment (Sec. 42-4-12), which requires title litigation and a jury trial to seize property, neither of which occurred and based on the record title did not transfer.

63. No authority was ever invoked; however, it appears the writ was not issued according to this rule but the magistrate court statute, NMSA 1978 § 35-10-1, forcible entry and detainer. The district court apparently was asserting its concurrent *limited* jurisdiction for rents over \$50 or controversies less than \$10,000. This statute requires a separate civil action with certain allegations required to invoke the court’s (limited) jurisdiction, which did not occur therefore jurisdiction to issue a writ did not exist. There is no other statute that appears to give a court authority to issue a “writ of assistance” through a foreclosure case at any point.

64. According to *Pankey v. Ortiz*, ¶¶ 23-24, "Where, however, the defendant is in possession, it is held in most jurisdictions that he is entitled to a jury trial, at least where the complainant seeks restitution or possession as a part of his relief... The same rule is also applied in state courts. Where the defendant is in possession, the reason for the rule is placed upon two grounds; i.e., that the remedy in ejectment at law is adequate, and that the parties have a constitutional right to trial by jury."

65. The writ of assistance intended to dispossess me of property which, according to *Pankey*, requires a trial by jury to be constitutionally valid, as title has been challenged and nothing on the record proves a right to possession or title transfer yet it was issued even without hearing.

66. Due to my notice of appeal filed on November 10, 2022, and my motion to reconsider the denial of the motion to quash the writ of assistance, jurisdiction over the writ transferred to the court of appeals on February 4, 2022. Rule 12-201(D) provides that the motion to reconsider extended the time for appeal to the day after the order disposing of the motion. Judge Biedscheid thus lost jurisdiction on that day.

67. Rule 1-062(B) prescribes when a stay of execution may occur, which was not sought in this case, therefore, in spite of the due process issues and challenges, the writ issued on October 11, 2022 could have been executed and the court would have retained jurisdiction.

68. However, on February 13, 2022, Aldridge Pite LLP (attorney that had made a “limited appearance”) filed a motion to “reissue” (e.g. amend) the writ.
69. The expiration for a motion to amend the writ was November 11, 2022 (Rule 1-059(E)) and because jurisdiction over the writ had already been transferred to the court of appeals at the time the motion was filed, Judge Biedscheid had no jurisdiction to issue an amended writ.
70. Believing that Judge Biedscheid would know this, I did not file a response.
71. On April 3, 2022, Judge Biedscheid issued an amended writ despite this lack of jurisdiction.
72. On April 10, 2022 I filed a motion to quash the amended writ of assistance, arguing that the court lost jurisdiction prior to issuing an amended writ as well as providing facts showing that a sale likely did not occur, and making it clear that I did not file the motion to “interpose delay” but to assert my constitutionally protected rights and to continue to demand to be heard. I also argued that the amended writ materially changed the parties (adding “successors and/or assigns” without seeking joinder) and also alerted the court to the fact that Wells Fargo Company ceased acting as trustee at latest on November 1, 2021.
73. Judge Biedscheid has not held a hearing in this case since the hearing where he confirmed the deeply flawed “sale”.
74. On April 28, 2022 my husband and I were “forcibly removed” from our property by the Santa Fe County Sheriff serving the amended writ, allowing a locksmith to break locks and lock us out of our house.
75. The lock smith, Mr. Terry Yunie, a contractor for Safeguard Properties LLC, “Safeguard”, left a notice on my door with a phone number to call regarding my personal property.
76. Also present at the “lockout” was realtor Isabel Valdez of Real Estate de Santa Fe LLC, “REDSF”, who did not enter my property but stayed parked on my neighbors’ property, adjacent to mine.
77. As we left our property, I engaged Valdez to determine what authority she had to take possession of my property; however, she did not appear to know who claimed title to the property and did not have any evidence of authority to present to me. She further indicated that she was acting on behalf of SPS, and claimed that her “superior” had a power of attorney (Exhibit K, transcript).
78. According to the letter from Aldridge Pite LLP paralegal Sarah Harris to the Santa Fe County Sheriff, Isabel Valdez was the “agent” to whom the SFSO was to give possession of my property. The letter states, “I authorize the sheriff to execute the writ of assistance in the manner prescribed by law”, yet there was no evidence of authority for this paralegal to give this “authorization” (Exhibit L) nor did Valdez provide any such authority allowing her to take possession or Harris to direct the sheriff.
79. My husband and I were deprived of use of our property for several weeks, during which time I attempted to determine the authority of these individuals to claim possession.

80. On May 23, 2023 I contacted the Safeguard number on the notice left by Yunie to determine what authority they had to take possession of my house and personal property. According to the Safeguard agent/employee “Anthony”, Safeguard “does not always know who hires” them. See <https://bit.ly/3rSxwPz> at 00:02:50.

81. Prior to the execution of the amended writ of assistance, I had requested information from the Santa Fe County Sheriff’s office, through IPRA, to determine if and how they verified the identities and authority of the individuals to which they gave possession of property under writs of assistance and their responses clearly showed that they do not conduct any such verification.

82. Upon retrieval of the lapel camera footage from Santa Fe County deputy Stephen Orr, I determined that Judge Biedscheid further engaged in ex parte communications giving Orr legal advice that he could execute the writ on that day on behalf of the trespassers. Judge Biedscheid stated to Orr that there were not any stays on the record but he failed to recognize that he had no jurisdiction to issue an untimely requested amended writ especially while the original was on appeal (see <https://bit.ly/BiedscheidOrrConv>).

83. Given that no evidence of a valid transfer of title existed, and none of the individuals that took possession of my property had any authority nor even appeared to know who claimed title to the property, I filed an action for trespass and other claims in the FJDC, case D-101-CV-2023-01229, “Case 1229”, on June 6, 2023, first amended complaint filed June 15, 2023, and shortly thereafter reclaimed possession of my property.

84. The initial judge recused and Judge Biedscheid was assigned to case 1229. I was never served the notice of assignment and once I discovered his assignment, on July 5, 2023, I attempted to peremptorily excuse him. This was denied as untimely.

85. On July 11, 2023 the Santa Fe County Defendants, “SFC”, filed a motion to dismiss; on July 21, 2023 Safeguard and Yunie filed a motion to dismiss; and on July 25, 2023 Isabel Valdez filed a motion to dismiss. Of note: attached to the unserved version of the Valdez’s motion to dismiss in case 1229 were the documents she relied upon to take possession, none of which showed any nexus to WFBNA HV 2007-1 (Exhibit M, relevant portions).

86. On August 1, 2023 I sent Judge Biedscheid a letter asking him to recuse from case 1229, based on Rule 21-211 due to his personal knowledge of case 904 and the facts in dispute, which he filed on the record.

87. Judge Biedscheid did not recuse and on August 9, 2023 I filed a motion for disqualification arguing that Rule 21-211 required recusal, as the defendants relied solely on the orders issued by Biedscheid as a basis for their defense and therefore he was likely to be called as a witness.

88. The defendants in case 1229 took no position on the motion and, to determine if Judge Biedscheid relied on any evidence not on the record in case 904 to confirm the special master’s report, on August 29, 2023 Judge Biedscheid was served a subpoena in which I demanded certain evidence that would show, in part, whether evidence of a sale existed and also to determine what allowed him to amend the writ of assistance to include additional parties (successors and/or assigns) without a motion to join.

89. No response to subpoena was provided nor a motion to quash filed.

90. On August 8, 2023, in case 904, Krotzer filed a “consolidated motion to 1) set deadline to remove personal property deemed abandoned and 2) reissue writ of assistance” purportedly seeking yet another amendment to the writ, which, by this time had already been extinguished (executed).

91. On September 1, 2023 I filed an opposition to this motion again arguing the same issues that had not yet been heard, litigated or adjudicated, including that no evidence of a sale exists, and that the original writ was still on appeal and the motion to amend was untimely filed.

92. On November 22, 2023 the Court of Appeals dismissed the appeal of the original writ as moot, stating that there was no longer a controversy, as the amended writ had been served. The Court of Appeals had apparently reviewed the record beyond what I provided and referenced and discovered the “consolidated motion” thus determining that the writ had been served (Exhibit N).

93. On October 5, 2023 in my trespass case, case 1229, Judge Biedscheid held a hearing on Safeguard and Yunie’s motion to dismiss as well as my motion for disqualification where he issued a dispositive ruling, granting the motion to dismiss. He also denied my motion for disqualification claiming he did not understand why he should be disqualified, because he could “absolutely sincerely state” that he had “absolutely no bias” yet failed to address his personal knowledge of facts in dispute. He claimed that his duty to hear the case overrode his duty to recuse, misapplying Rule 21-211. He also indicated that he remained in that case to shield the defendants from liability stemming from his actions in case 904, further exhibiting bias (Exhibit O).

94. Still attempting to determine if Judge Biedscheid had ever relied on evidence to confirm the case 904 sale, on October 20, 2023, I filed a motion to compel Bryan Biedscheid to respond to the subpoena. No response to this motion was filed and the SFC defendants took no position, Safeguard defendants did not respond, likely because they had been dismissed, and defendant Valdez did not respond.

95. Judge Biedscheid held a hearing on December 13, 2023, the only other individual present was Krotzer, who had appeared apparently because he filed a motion to quash a subpoena issued to WFBNA HV 2007-1; however, he was not representing any party to the case. At the hearing I asked Judge Biedscheid if he was present as respondent and, if so, if he was acting pro se, or if he was present as judge, because he could not be both. Again, Judge Biedscheid claimed not to understand the question. He proceeded to deny the motion.

96. On May 7, 2024 Judge Biedscheid issued an order denying the motion to compel, which further indicated bias and gave proof that he confirmed a sale lacking evidence. Paragraph 1 of the order states that “Plaintiffs have not shown the existence of relevant facts of which the presiding judge has personal knowledge. Rather the presiding judge’s knowledge of the matters at issue is evidenced from the documents in the court file.” Paragraph 2 indicates further ex parte communications, where he cites an argument not present on the record and not made by any party. The case cited is not binding, and also misapplied, involving a situation where attorneys served a subpoena solely to effect recusal, which is not what occurred in this case. Additionally, in the case cited, *Cheeves v. Southern Clay, Inc.* 797 F.Supp. 1570 (1992), the judge that issued the order was not the judge subject to the subpoena as that court recognized the impropriety of a judge presiding over a motion in which he was also respondent (Exhibit P).

97. Biedscheid's order denying my motion to compel highlighted a disparaging statement in the case thus showing his disdain for my requests and challenges, essentially accusing me of being "unscrupulous" simply because I have defended my property and have repeatedly asserted my right to be heard, which has been denied at every turn.

98. Based on discovery responses in case 1403, Washburn asserted that the only "evidence" he relied upon to claim that a sale had occurred was an email from the paralegal of Tiffany & Bosco, P.A. claiming "the client bids \$702,000" and verifying that all documents were drafted by T&B attorneys where all he did was review the documents and place his signature to claim a sale had been conducted (Exhibit Q).

99. Nothing provided shows that Judge Biedscheid supervised the "sale" and he has, himself, blocked the production of evidence of a sale.

100. Judge Biedscheid's actions in case 345, the separate case in which I have been defending my inherited property, coupled with his actions in case 904 and case 1229, have deprived me of an impartial tribunal and my right to be heard.

101. In October of 2024 I submitted a judicial complaint related primarily to Judge Biedscheid's refusal to recuse in 1229. I received a response from the judicial commission in December of 2024. Shortly thereafter Judge Biedscheid scheduled an "emergency status conference" for December 23, 2024. At that status conference, he finally recused but not because of his obligation to do so under Rule 21-211 but because, he claimed, I was apparently not satisfied with his statements that he was not biased. His notice of recusal stated it was "for other good cause".

102. In case 345, Judge Biescheid issued a Judgment and confirmed a sale where the complaint failed to properly name heirs to the estate and where heirs were not served. I fully argued the service issues, even early enough that the plaintiff in that case could have corrected it. Now, based on a recent Supreme Court slip opinion, *BOKF, N.A. v. Pacheco* (S-1-SC-40119, April 24, 2025), it appears he lacked jurisdiction to issue the judgment and sale, thereby further exacerbating these issues.

103. In case 345 I repeatedly argued, and showed, that Krotzer represented the "servicer", SN Servicing Corporation, and not the named plaintiff yet there was also no evidence of SNS as "attorney-in-fact" and the POA finally provided was executed after he confirmed the sale. I also provided documentation showing that the initial plaintiff had no standing due to the unmentioned ownership of Fannie Mae prior to the original complaint was filed. Biedscheid deprived me an opportunity to file an answer as required by Rule 1-012(A) to fully litigate these issues. He also ignored a motion to strike the special master's report, which was supported with affidavits showing that no sale ever occurred and he confirmed the sale without a hearing and while conflicts of interest existed.

104. Despite these clear due process issues, on January 27, 2025 Judge Biedscheid orally granted a writ of assistance in case 345 and denied all of my motions.

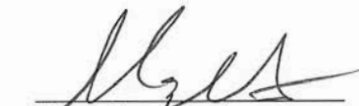
105. Judge Biedscheid has now scheduled two back-to-back hearings in cases 345, a presentment hearing on the writ of assistance and my denied motions and case 904 on the "consolidated motion" to reissue the already executed writ, for June 16, 2025.

106. Nothing within the record of these cases show any right to dispossess me of property and no party has provided any such evidence. Judge Biedscheid continues to assert jurisdiction where it does not exist.

107. Numerous other rule violations by the attorneys and Judge Biedscheid have occurred in this case but have not been mentioned in this affidavit.

108. All exhibits attached hereto are true and correct to the best of my knowledge and the links to audios and videos referenced are true and correct to the best of my knowledge.

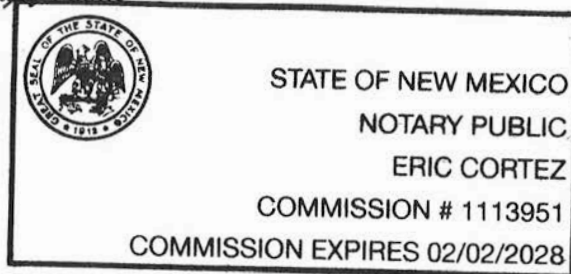
109. Further, Affiant sayeth naught.


Marcelina Martinez
In propria persona
c/o PO Box 2077
Santa Cruz, NM 87567

Sworn and subscribed before me this 11 day of June, 2025.


Notary Public

My Commission Expires: 2-2-2028



The united states of America, and in The Republic state of New Mexico

Marcelina Martinez
c/o PO Box 2077
Santa Cruz, New Mexico. Republic, usA
NON-DOMESTIC

NOTICE OF

CERTIFICATE OF ACCEPTANCE AND DECLARATION OF LAND PATENT.

LAND PATENT #142822, Dated July 7, 1910 (SEE ATTACHED)

KNOW ALL YE MEN AND WOMEN BY THESE PRESENTS.

1. That I, Marcelina Martinez, do hereby certify and declare that I am an "Assignee" in the LAND PATENT named and numbered above; that I have brought up said Land Patent in my name as it pertains to the land described below. The character of said land so claimed by the patent, and legally described and referenced under the Patent Number Listed above is:

Section 35 and 36 in Township 21 North and Sections 1 and 12 in Township 20 North all in Range 8 east and Section 31, 33, 34, 35, and 36 in Township 21 north and Sections 1, 2, 3, 4, 5, 6, 7, 8, and 9 in Township 20 north all in Range 9 east of the New Mexico Meridian, in the Counties of Santa Fe and Rio Arriba, New Mexico containing four thousand five hundred sixty-seven and sixty hundredths acres. (SEE ATTACHED).

2. That I, Marcelina Martinez, is domiciled at PO Box 2077, Santa Cruz, New Mexico Republic usA NON-DOMESTIC. Unless otherwise stated, I have individual knowledge contained in this Certification of Acceptance and Declaration of Land Patent. I am fully competent to testify with respect to these matters.

3. I, Marcelina Martinez, am an Assignee at Law and a bona fide Assignee 'owner' by way of valuable consideration, for certain legally described portion of LAND PATENT under the original, certified LAND PATENT #142822, Dated July 7, 1910, which is duly authorized to be executed in pursuance of the supremacy of treaty law, citation and Constitutional Mandate, herein referenced, whereupon a duly authenticated true and correct lawful description, together with all hereditament, tenements, pre-emptive rights appurtenant thereto, the lawful and valuable consideration which is appended hereto and made a part of this NOTICE OF CERTIFICATE OF ACCEPTANCE AND DECLARATION OF LAND PATENT. (SEE ATTACHED).

SEC CLERK RECORDED 04/30/2021

4. No claim is made herein that I have been assigned the entire tract of land as described in the original patent. My assignment is inclusive of only the attached lawful description. The filing of this NOTICE OF CERTIFICATE OF ACCEPTANCE AND DECLARATION OF LAND PATENT shall not deny or infringe upon any right, or privilege, or Immunity of any other Heir or Assigns to any other portion of land covered in the above described Patent Number 142822. (SEE ATTACHED). *Exhibit A*

5. If this duly certified LAND PATENT is not challenged by a lawfully qualified party having a lawful claim, lien, debt, or other equitable interest on any in a court of law within sixty (60) days from the date of the filing of this NOTICE, then the above described property shall become the Allodial Freehold of the Heir or Assignee to said Patent, the LAND PATENT shall be considered henceforth perfected in my name "Marcelina Martinez", and all future claims against this land shall be forever waived.

6. When a lawfully qualified Sovereign American individual has a claim to title and is challenged, a court of competent original and exclusive jurisdiction is the Common law Supreme Court (Article III). Any action against a patent by a corporate state or their Respective statutory, legislative units (i.e. courts) would be an action at Law which is outside the venue and jurisdiction of these Article I Courts. There is no Law issue contained herein which may be heard in any of the State courts (Article I), nor can any Court of Equity/Admiralty/Military set aside, annul, or correct a LAND PATENT.

7. Therefore, said land remains unencumbered, free and clear, and without liens or lawfully attached in any way, and is hereby declared to be private land and private property, not subject to any commercial forums (e.g. U.C.C.) whatsoever.

8. Additionally, a common Law courtesy of sixty (60) days is stipulated for any challenges hereto, otherwise, laches or estoppel shall forever bar the same against said ALLODIAL freehold estate; assessment lien theory to the contrary, notwithstanding. Therefore said declaration, after sixty (60) days from date, if no challenges are brought forth and upheld, perfects this ALLODIAL TITLE the name/names forever.

JURISDICTION

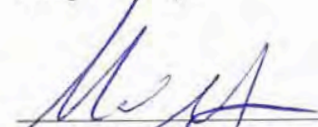
THE RECIPIENT HERETO IS MANDATED by Article IV Sec. 3, Clause 2; Article VI, Sec. 2 & 3, the 9th and 10th Amendments with reference to the 7th Amendment, enforced under Article III, Sec. 3, clause I, of the Constitution for the United States of America.

PERJURY JURAT

Pursuant to Title 28 USC sec. 1746(1) and executed "without the United States", I affirm under penalty of perjury under the laws of the United States of America that the foregoing is true and correct to the best of my belief and informed knowledge. And further deponent saith not. I now affix my signature of the above affirmations with

EXPLICIT RESERVATION OF ALL MY UNALIENABLE RIGHTS, WITHOUT PREJUDICE to any of those rights pursuant to U.C.C. 1-308 and U.C.C. 1-103.6.

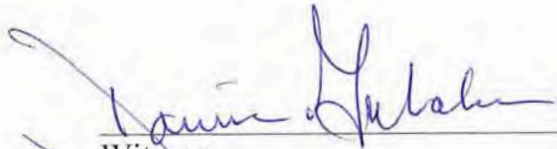
Respectfully



Marcelina Martinez

Witnessed by

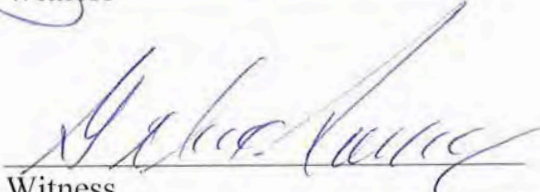
Date: February 3, 2021



Witness



Witness



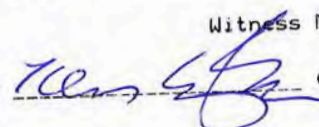
Witness

COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

NOTICE
PAGES: 11

I Hereby Certify That This Instrument Was Filed for
Record On The 30TH Day Of April, 2021 at 01:40:32 PM
and Was Duly Recorded as Instrument # **1951711**
of The Records Of Santa Fe County



Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy  County Clerk, Santa Fe, NM

SEC. CLERK RECORDED 04/30/2021

Rio Arriba county)
)
New Mexico state)



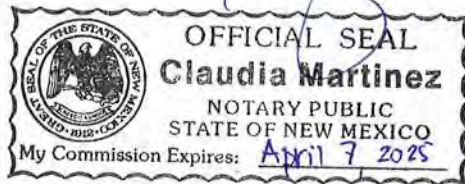
Marcelina Martinez, woman

Subscribed and Sworn To before me by Marcelina Martinez this 26th day of April, 2021.



Notary Public

My Commission Expires: April 7, 2025



SEC CLERK RECORDED 04/30/2021

EXHIBIT A

WARRANTY DEED

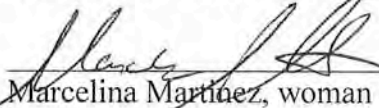
Marcelina Y. Martinez for consideration paid, grants to Marcelina Martinez, a married woman as her sole and separate property whose address is PO Box 2077, Santa Cruz, NM 87567 the following described property:

PARCEL "A", located within the *Santa Cruz Grant in projected Section 7, Township 20 North, Range 9 East of the N.M.P.M., Santa Fe County, New Mexico, according to plat survey prepared for Carl J. Martinez, Marcelina Martinez, Edward Marquez, and Benita Marquez by John Paisano Jr., N.M.L.S. No. 5708 and recorded in the Office of the Santa Fe County Clerk in Plat Book 628, Page 17 as Instrument No. 1440868.*

PARCEL "A" contains 4.005 acres, more or less.

Subject ONLY to Land Patent reservations and restrictions. See Land Patent #142822 recorded with the Bureau of Land Management.

Witness hand and seal this 29th day of April, 2021

 (seal)
Marcelina Martinez, woman

ACKNOWLEDGEMENT FOR NATURAL PERSONS

Rio Arriba county)
New Mexico state)

This instrument was acknowledged before me on April 29th, 2021 by Marcelina Martinez
this 26th day of April, 2021.


Notary Public

My Commission Expires: 2-10-24

(seal)



COUNTY OF SANTA FE)
STATE OF NEW MEXICO) ss

WARRANTY DEED
PAGES: 1

I Hereby Certify That This Instrument Was Filed for
record On The 30TH Day Of April, 2021 at 01:25:44 PM
and Was Duly Recorded as Instrument # **1951704**
of The Records Of Santa Fe County

Witness My Hand And Seal Of Office
Katharine E. Clark
Deputy  County Clerk, Santa Fe, NM

RECORDED ON APR 30 2021
AS INSTRUMENT NO. 1951704
KATHARINE E. CLARK
SANTA FE COUNTY CLERK
Deputy

SEEK OFFICIAL RECORDS NEW MEXICO



SUMMARY OF CHAIN OF TITLE

USA-Patent #142822	to	Frank Becker, P.H. Leese, Guadalupe Garcia, Juan Ponciano Lujan, Matias Borrego, Eligio Madrid, Francisco Lopez, G. C. Robert, Jose Andres Atencio, Kate Andrews, Andres Garcia, and Augustine Bustos	July 7, 1910
Juan Ponciano Lujan	to	Patricio Lujan	Heir transfer
Patricio Lujan	to	Jose Hilario Maestas	March 25, 1950
Jose Hilario Maestas	to	Victoriano Martinez and Amalia Martinez; Arsenio Martinez and Marie V. de Martinez; Stella Martinez, Jose Miguel Maestas, Ramoncita Quintana de Maestas	Heir transfer
Victoriano Martinez and Amalia Martinez; Arsenio Martinez and Marie V. de Martinez; Stella Martinez, Jose Miguel Maestas, Ramoncita Quintana de Maestas	to	Maximinio Martinez and Ruby V. de Martinez	November 13, 1950
Maximinio Martinez and Ruby V. de Martinez	to	Leo J. Guerin and Constance Guerin	March 6, 1954
Constancia H. Guerin, a/k/a Constancia H. Lopez f/k/a Mrs. Leo J. Guerin	to	George Leon Guerin and Lina M. Guerin	October 6, 1975
Patricia Gertrude Susanna Guerin a/k/a Patricia Gertrude Susanna Guerin Tate	to	George Leon Guerin and Lina M. Guerin	October 6, 1975
Michael Anthony Guerin	to	George Leon Guerin and Lina M. Guerin	October 6, 1975
George Leon Guerin and Joyce Guerin	to	Subagh Singh Winkelstern and Subagh Kaur Winkelstern	December 21, 1990
George L. Guerin and to Joyce Guerin		Subagh Singh Winkelstern and Subagh Kaur Winkelstern	January 8, 1991

SEC CLERK RECORDED 84/36/2821

Subagh Winkelstern and Subagh Kaur Winkelstern	to	Subagh Winkelstern and Subagh Kaur Winkelstern	October 10, 2001
Subagh Winkelstern and Subagh Kaur Winkelstern	to	Marcelina Martinez	April 16, 2002
Marcelina Y. Martinez	to	Marcelina Y Martinez and Carl J Martinez	December 2, 2003
Marcelina Y. Martinez and Carl J. Martinez	to	Benita and Edward Marquez	July 6, 2006
Carl J. Martinez	to	Marcelina Y. Martinez	August 27, 2020
Marcelina Y. Martinez	to	Marcelina Martinez	April 30, 2021

SEC CLERK RECORDED 04/30/2021

NOTICE

This Notice is to inform any person who has lawful standing to view this file and who wishes to review the complete file on record may do so by requesting an appointment time with Marcelina Martinez.

Phone: 505-672-8497
Address: PO Box 2077, Santa Cruz, New Mexico

Notice #1

I, Marcelina Martinez will set the time, date, and place for the review of my documents, no exceptions!

Notice #2

I, Marcelina Martinez have the summary of the chain of title included in this file.

Notice #3

This document has a total of 20 pages

NOTICE:

Failure of any lawful party claiming an interest to bring forward a lawful challenge to this Certificat of Acceptance of Declaration of Land Patent and the benefit of Original Land Grant/Patent, as stipulated herein, will be lached and estopped to any and all parties claiming an interest forever.

Failure to make a lawful claim, as indicated herein, within sixty (60) calendar days of this notice, will forever bar any claimant from any claim against my allodial patent estate as described herein and will be a Final Judgment.

SEC CLERK RECORDED 04/30/2021



United States Department of the Interior

BUREAU OF LAND MANAGEMENT

New Mexico State Office
301 Dinosaur Trail
P.O. Box 27115
Santa Fe, New Mexico 87502-0115
www.blm.gov/nm



In Reply Refer To:
1271 (953)

May 23, 2018
(Date)

To Whom It May Concern:

I HEREBY CERTIFY THAT the attached reproduction is an (extract) copy of documents on file in our Bureau of Land Management, New Mexico State Office.

IN TESTIMONY WHEREOF I have hereunto subscribed my name and caused the seal of this office to be affixed on the above day and year.



Valerie Chang
(Authorized Signature)

SEC. CLERK RECORDED 04/30/2021

The United States of America,

To all to whom these presents shall come, Greeting:

P. L. C.

Docket No. 193, New Mexico.

WHEREAS, There has been deposited in the General Land Office of the United States evidence whereby it appears that in accordance with the provisions of the Act of Congress approved March 3, 1891, entitled "An Act to establish a court of private land claims and to provide for the settlement of private land claims in certain States and Territories," the private land claim known as the Santa Cruz Grant has been duly confirmed to Frank Becker, P. H. Leese, Guadalupe Garcia, Juan Ponciano Lujan, Matias Borrego, Eligio Madrid, Francisco Lopez, G. C. Robert, Jose Andres Atencio, Kate Andrews, Andres Garcia, and Augustine Bustos, for themselves and in trust for all other persons residing upon, holding, or owning any portion of the said tract of land, embraced in said grant, as hereinafter described and particularly for the use and benefit of each and every individual owning and holding any specific parcel or portion of said tract of land, claiming the same as his own and residing upon and cultivating any portion thereof, or causing the same to be done, and to their heirs and assigns; and

WHEREAS, Said Claim has been surveyed and designated as in Sections thirty-five and thirty-six in Township twenty-one north and Sections one and twelve in Township twenty north all in Range eight east and Sections thirty-one, thirty-three, thirty-four, thirty-five, and thirty-six in Township twenty-one north and Sections one, two, three, four, five, six, seven, eight, and nine in Township twenty north all in Range nine east of the New Mexico Meridian, in the Counties of Santa Fe and Rio Arriba, New Mexico containing four thousand five hundred sixty-seven and sixty hundredths acres, according to the plat and survey of the said grant approved by the order of the Court of Private Land Claims, August 7, 1902, copies of which are on file in the office of the Surveyor General for the Territory of New Mexico and in the General Land Office:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said Frank Becker, P. H. Leese, Guadalupe Garcia, Juan Ponciano Lujan, Matias Borrego, Eligio Madrid, Francisco Lopez, G. C. Robert, Jose Andres Atencio, Kate Andrews, Andres Garcia, and Augustine Bustos, for themselves and in trust for all other persons residing upon, holding, or owning any portion of the said tract of land, embraced in said grant, and particularly for the use and benefit of each and every individual owning and holding any specific parcel or portion of said tract of land, claiming the same as his own and residing upon

and cultivating any portion thereof, or causing the same to be done, and to their heirs and assigns, the tract above described; TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said grantees, and to their heirs and assigns, forever, for their use and benefit; and in trust for the use and benefit of all the persons residing upon, holding or owning any portion of the said tract of land, and particularly for the use and benefit of each and every individual owning and holding any specific parcel or portion of said tract of land, claiming the same as his own and residing upon and cultivating any portion thereof, or causing the same to be done, in accordance with the terms of the decree of said Court; but subject to the proviso that this grant shall not confer any right or title to any gold, silver, or quicksilver mines or minerals of the same, but all such mines and mineral shall remain the property of the United States, with the right of working the same; and that the said grant is made subject to all the limitations and terms of the said Act of Congress of March 3, 1891, and all the restrictions and limitations of the decree of said court.

SEC CLERK RECORDED 04/30/2021

IN TESTIMONY WHEREOF, I, **William H. Taft**, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the SEVENTH day of JULY, in the year of our Lord one thousand nine hundred and TEN and of the Independence of the United States the one hundred and THIRTY-FIFTH.

(SEAL)

By the President:

Wm. H. Taft

By

Mr. P. Le Roy

Secretary.

Recorder of the General Land Office.

3012627-25
1974-6-3

STATE OF NEW MEXICO
COUNTY OF RIO ARriba
FIRST JUDICIAL DISTRICT COURT

Case No.: D-117-CV-2015-00345

U.S. BANK TRUST NATIONAL ASSOCIATION, AS
TRUSTEE OF THE CHALET SERIES IV TRUST,

Plaintiff,

v.

ROSE R. MARTINEZ AKA ROSE E. MARTINEZ,
FELIX J. MARTINEZ A/K/A FELIX JOE MARTINEZ

Defendants,

MARCELINA MARTINEZ,

Third Party Intervener.

PLAINTIFF'S AFFIDAVIT CONCERNING REPRESENTATION

COUNTY OF Humboldt)
) ss.
STATE OF California)

Jeff Harrison, of lawful age and being duly sworn, states and affirms
as follows:

1. I am employed as a Asset Manager for SN Servicing Corporation ("SNS"), the Loan Servicer and Attorney in Fact for U.S. Bank Trust National Association, as Trustee of the Chalet Series IV Trust ("Plaintiff" or "Trust"), which is the named plaintiff in this action and holder of the loan that is the subject of this judicial foreclosure action. I make this Affidavit on Plaintiff's behalf, as I am duly authorized to do so.

EXHIBIT A

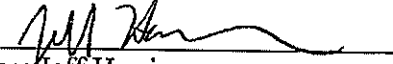
2. SNS acts as the Loan Servicer and Attorney in Fact for the Trust, and in its capacity and role as Loan Servicer, SNS has authority to retain counsel to prosecute foreclosures of Trust loans that are in default.

3. Reviewing emails between SNS and Houser LLP (f/k/a Houser & Allison APC), which are privileged and confidential and therefore not attached to this Affidavit, I hereby certify that on August 20, 2019 SNS confirmed that Houser LLP (f/k/a Houser & Allison, APC) could represent the Trust in this litigation including because Houser LLP (f/k/a Houser & Allison, APC) had already been representing the prior plaintiff and holder MTGLQ Investors, LP.

FURTHER AFFIANT SAYETH NAUGHT.

U.S. BANK TRUST NATIONAL
ASSOCIATION, AS TRUSTEE OF
THE CHALET SERIES IV TRUST

By: SN Servicing Corporation, in its
capacity as loan servicer and attorney
in fact for U.S. Bank Trust National
Association, as Trustee of the Chalet
Series IV Trust

By: 
Name: Jeff Harrison
Title: Asset Manager

SUBSCRIBED AND SWORN TO before me this ____ day of ____, 2020.

*Please see the attached
California notarial certificate.
Thank you.*

Notary Public
My Commission Expires: _____

EXHIBIT A
CALIFORNIA JURAT

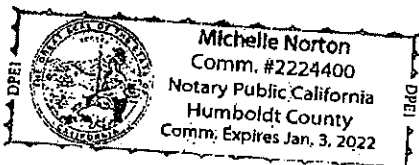
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of HUMBOLDT)

Subscribed and sworn to (or affirmed) before me on this 11 day
of December, 20 20, by JEFF HARRISON

proved to me on the basis of satisfactory evidence to be the person~~(s)~~
who appeared before me.



(Seal)

Signature

Comm: Exp: Jan. 03, 2022

Optional Information

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this jurat to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

This certificate is attached to a document titled/for the purpose of

Plaintiff's Affidavit Concerning Representation

containing 2 pages, and dated 12-11-2020

Method of Affiant Identification

Proved to me on the basis of satisfactory evidence:
☒ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:

Page # 3 Entry # 6

Notary contact: 707-476-2690

Other

☒ Affiant(s) Thumbprint(s) ☐ Describe: _____

GARY W. OTT (U.S.)
RECORDER, SALT LAKE COUNTY, UTAH
830 SELECT PORTFOLIO SERVICING
PO BOX 65250
SLC UT 84165
11297045
Book 9974 Pages 5241-5242
12/14/2011 12:45 PM 12.00

LIMITED POWER OF ATTORNEY

1. Wells Fargo Bank, N.A., not in its individual or banking capacity, but solely in its capacity as trustee (the "Trustee") under: (i) that certain Pooling and Servicing Agreement dated as of November 1, 2006, by and among Greenwich Capital Acceptance, Inc., as Depositor (the "Depositor"), Greenwich Capital Financial Products, Inc., as Seller (the "Seller"), and Wells Fargo Bank, N.A., solely in its capacity as Trustee (the "Trustee"); and (ii) that certain Reconstituted Servicing Agreement dated as of November 1, 2006, by and among the Depositor, the Seller, the Trustee, Countrywide Home Loans, Inc., and Select Portfolio Servicing, Inc., successor in interest to Countrywide Home Loans Servicing LP, as Servicer (the "Servicer"), each relating to HarborView Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series 2006-12 (the "Trust") and any related governing transactional and servicing agreements(s) (collectively, the "Agreements") hereby constitutes and appoints:

SELECT PORTFOLIO SERVICING, INC.

solely in its capacity as Servicer under the Agreements, as its true and lawful attorney-in-fact, acting by and through its authorized officers, with full authority and power to execute and deliver on behalf of the Trustee any and all of the following instruments to the extent consistent with the terms and conditions of the Agreements:

(i) all documents with respect to residential mortgage loans serviced for the Trust by the Servicer which are customarily and reasonably necessary and appropriate to the satisfaction, cancellation, or partial or full release of mortgages, deeds of trust or deeds to secure debt upon payment and discharge of all sums secured thereby;

(ii) all documents and instruments necessary to conduct any (a) foreclosure, or (b) the taking of any deed in lieu of foreclosure, or (c) any judicial or non-judicial foreclosure or termination, cancellation, or rescission of any such foreclosure, or (d) any similar procedure (collectively, as applicable, a "Foreclosure");

(iii) instruments appointing one or more substitute trustees or special purpose entities ("SPS") to act in place of the corresponding entity named in any deed of trust;

(iv) affidavits of debt, notice of default, declaration of default, notices of foreclosure, and all such contracts, agreements, deeds, and instruments as are appropriate to (a) maintain any real property acquired through Foreclosure or (b) effect any sale, transfer, or disposition of real property acquired through Foreclosure;

(v) all documents and instruments necessary to effect any assignment of mortgage of assignments of deed of trust; and

(vi) all other comparable instruments.

2. This Limited Power of Attorney shall apply only to the foregoing enumerated transactions and shall be limited to the above-mentioned exercise of power. This instrument is to be construed and interpreted only as a limited power of attorney. The enumeration of specific items, rights, acts, or powers herein is not intended to, nor does it give rise to, and it should not be construed as, a general power of attorney.

3. Third parties without actual notice may rely upon the power granted to said attorney-in-fact under this Limited Power of Attorney and may assume that, upon the exercise of such power, all conditions precedent to such exercise or power have been satisfied and this Limited Power of Attorney has not been revoked. This Limited Power of Attorney shall supersede and replace any other limited power of attorney executed by the Trustee in connection with the Agreements in favor of the Servicer and any such other limited power of attorney shall be deemed revoked by this writing.

4. This Limited Power of attorney is effective as of the date below and shall remain in full force and effect until (a) revoked in writing by the Trustee, or (b) the termination, resignation or removal of the Trustee as trustee of the Trust, or (c) the termination, resignation or removal of the Servicer as a servicer of the Trust, or (d) the termination of the Pooling and Servicing Agreement, whichever occurs earlier.

5. Nothing contained in this Limited Power of Attorney shall (i) limit in any manner any indemnification obligation provided by the Servicer to the Trustee or Trust under the Agreements or any document related thereto, or (ii) be

EXHIBIT - 1

Att. EXHIBIT C

construed to grant the Servicer the power to initiate or defend any suit, litigation, or proceeding in the name of the Trustee or Trust except as specifically provided for herein or under the Agreements.

Dated: December 2, 2011

Wells Fargo Bank, N.A., not in its individual or banking capacity, but solely as Trustee on behalf of the Trust

Attest:

By: Alex Humphries
Its: Assistant Secretary

Elisabeth A. Brewster
By: Elisabeth A. Brewster
Its: Vice President

Unofficial Witnesses:

Matthew Shaw
Matthew Shaw

Unofficial Witnesses:

Daniel Williamson
Daniel Williamson

STATE OF MARYLAND
COUNTY OF HOWARD

ss:

On the 2ND day of December 2011 before me, a notary public for said city and state, personally appeared Elisabeth A. Brewster, known to me to be Vice President of Wells Fargo Bank, National Association and also known to me to be the person who executed this Limited Power of Attorney on behalf of said bank, and acknowledged to me that such bank executed this Limited Power of Attorney.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my office seal the day and year written above,



Kathleen A. Dean
Notary Public : Kathleen A. Dean
My commission expires 2-6-2013

(/us)

1 November 2021

Computershare completes acquisition of Wells Fargo's US Corporate Trust business

News Release

Computershare Limited (ASX:CPU) is pleased to announce that it has completed the acquisition of the assets of Wells Fargo Corporate Trust Services ("CTS"), originally announced on March 23, 2021.

The business, which will now be known as Computershare Corporate Trust, includes around 2,000 employees based across the U.S. who have transferred to Computershare as part of the acquisition. The US corporate trust business line will operate as a standalone business within the overall Computershare organization, and provides a wide variety of trust and agency services in connection with debt securities issued by public and private corporations, government entities, and the banking and securities industries.

The business is annually ranked among the top service providers in most league tables by deal count and dollars serviced and has a best-in-class reputation built on its high-touch approach to client service.

In the United States, the Computershare Corporate Trust business serves more than 14,000 clients and has significant market and product-level expertise that has been built over 85 years of U.S. corporate trust experience.

Computershare's Frank Madonna will lead the migration of and integration of the Computershare Corporate Trust business into the company.

"I want to thank everyone from both parties who has worked so hard to bring this acquisition to completion," said Computershare President and CEO Stuart Irving. "This Computershare Corporate Trust business represents our long-term commitment to investment in the corporate trust space, and we look forward to working with our customers to introduce new, technology driven solutions and products."

For media enquiries, please visit [here \(https://www.computershare.com/corporate/media\)](https://www.computershare.com/corporate/media).

About us

Our history (<http://www.computershare.com/us/our-history>)

Investor relations (<http://www.computershare.com/corporate>)

Our management team (<http://www.computershare.com/us/our-management-team>)

Corporate responsibility (<http://www.computershare.com/corporate/investor-relations/corporate-profile/corporate-responsibility>)

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Careers

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Life at Computershare (<http://www.computershare.com/corporate/about-us/i-am-interested-in-a-career-at-computershare/life-at-computershare>)

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Contact us

New business inquiries (<http://www.computershare.com/us/new-business-inquiries>)

Media inquiries (<http://www.computershare.com/corporate/media>)

Plan participant inquiries (<http://www.computershare.com/us/participant-inquiries>)

Investor inquiries (<http://www.computershare.com/us/investor-inquiries>)

Corporate Trust inquiries (<http://www.computershare.com/us/corporate-trust-inquiries>)

Other inquiries (<http://www.computershare.com/us/other-inquiries>)

Real estate professional inquiries (<http://www.computershare.com/us/real-estate-professional-inquiries>)

Our brands

Georgeson Unclaimed Asset Services (<http://www.georgeson.com/us/business/asset-reunification/Pages/default.aspx>)

Georgeson Proxy Solicitation and Consulting (<http://www.georgeson.com/us>)

KCC Bankruptcy and Class Action Administration (<http://www.kccllc.com>)

Computershare Loan Services (<http://www.computershareloanservices.com/us>)

SRG Class Action Claims Filing (<http://www.srgllc.com>)

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PRIVATE BANKER INTERNATIONAL

NEWS March 24, 2021 updated 29 Sep 2021 1:08pm

Wells Fargo to offload corporate trust business to Computershare for \$750m

By Johney Amala



Wells Fargo & Company has reached an agreement to sell its Corporate Trust Services (CTS) business to Computershare in a \$750m deal.

Wells Fargo's CTS business offers trust and agency services related to debt securities issued by public and private corporations, government entities, and the banking and securities industries.

It is said to serve more than 14,000 clients.

The transaction is expected to close in the second half of the year, subject to customary closing conditions.

Wells Fargo Commercial Capital head David Marks said the transaction is consistent with the company's strategy of focusing on businesses that are core to its consumer and corporate clients.

Marks added: "Additionally, we believe that Computershare's similar approach to service and their emphasis on innovative product development will be valuable to our clients and Corporate Trust Services colleagues in the future."

Following the deal, around 2,000 CTS employees across the US will join Computershare, which expects to bolster its North American presence with the acquisition.

Computershare Integration CEO Frank Madonna will lead the transition of the CTS business to the company.

Madonna said: “We’re excited to welcome these new employees to the Computershare family. We know they are interested in the same things we’re passionate about: providing excellent customer service, supporting diversity and inclusion efforts, and giving back to local communities.

“We’re confident that as our businesses come together following the closing, our client proposition will be second to none in North America.”

Computershare, which caters to 2,300 clients across North America in various industries, is said to be the largest Title Custodian service provider in the Canadian Mortgage-Backed Securities industry.

Ongoing overhaul at Wells Fargo

Wells Fargo chief Charlie Scharf has been focusing on overhaul lately in a bid to turn around the group that was caught up in a major sales practices scandal.

Earlier this month, the firm dropped its [Abbot Downing brand](#), which serves the ultra-rich people, and moved it under its larger private bank brand.

Last month, Wells Fargo agreed to sell Wells Fargo Asset Management (WFAM) for \$2.1bn to GTCR and Reverence Capital Partners.

In January this year, it was reported that the bank is withdrawing from [international wealth management business](#) in order to focus its efforts on serving wealthy investors in the US.

FIRST JUDICIAL DISTRICT COURT
STATE OF NEW MEXICO
SANTA FE COUNTY

FILED
FIRST JUDICIAL
DISTRICT COURT

2014 DEC 11 PM 2:26

WELLS FARGO BANK, N.A., AS TRUSTEE, ON BEHALF OF THE
HOLDERS OF THE HARBORVIEW MORTGAGE LOAN TRUST
MORTGAGE LOAN PASS-THROUGH CERTIFICATES, SERIES 2007-1,
Plaintiff,

vs.

D-101-CV-2013-00904

MARCELINA Y MARTINEZ, et al.,
Defendants.

AFFIDAVIT OF MARCELINA MARTINEZ
COPY OF ALLEGED ORIGINAL NOTE

Santa Fe County)
)
New Mexico State)

I, Marcelina Martinez, hereinafter "Affiant", being duly sworn do depose and say the following:

1. On Friday, November 14, 2014, I visited the office of Sandra Brown, counsel for the plaintiff in this case, to inspect the original documents per my Request for Production and Second Request for Production.
2. The main document of interest that I, along with Gilbert Romero, inspected was the document alleged to be the "original" note in this action.
3. I asked to have a copy of this "original" made for my records, which Ms. Brown provided.
4. I also asked to inspect the original mortgage assignment, which was not with the documents Ms. Brown presented. Ms. Brown has failed to contact me regarding



inspection of this document as of the date of this Affidavit.

5. Although I do have objections to the note presented being the original, the copy of the "original" that I inspected further after 11/14, is clearly not the same copy that was attached to the original complaint in this action.
6. The copy of the Adjustable Rate Note attached to this Affidavit as Exhibit "A" is a true and correct copy of the alleged "original" note that I inspected in the office of Sandra Brown.
7. This copy shows visible marks of hole punches at the top of the note, as though it is kept in a file folder.
8. The copy shows a label affixed to the first page, which states,

When recorded return to:
Richmond Monroe Group
15511 State Highway 13
Branson West, MO. 65737
SPS # 0012867974 (handwritten number)

9. The copy attached to the complaint, see attached Exhibit "B" for page 1, appears to have been transmitted by facsimile or electronically and is not as clear as the copy of the alleged original;
10. The font in the copy attached to the complaint appears narrower than the copy attached as Exhibit "A", the true and correct copy of the alleged original.
11. At the hearing on my motion to dismiss on December 2, 2014, Ms. Brown stated that the sticker would have been affixed when the servicer on the note changed, "which is what happened in this case. It went to a loan servicer known as select portfolio servicing."
12. This statement indicates then that the sticker would have been placed on the document on December 1, 2011, the date on which Select Portfolio Servicing (SPS) purportedly

became servicer. See attached copy of a letter from Bank of America sent on April 25, 2013 via Federal Express as Exhibit "C".

13. This statement by Sandra Brown confirms that the sticker would have been on the alleged original prior to commencement of the action and yet it is not visible on the copy of the alleged original attached to the complaint.

14. The statement, viewed in conjunction with the sticker/label, indicates that the plaintiff was not in possession of the original note at the commencement of the action, which is the basis of its claim of standing.

15. Further Affiant sayeth naught.


Marcelina Martinez

Subscribed and Sworn To before me by Marcelina Martinez this 11th day of December, 2014.


Notary Public

My Commission Expires: 2-10-16

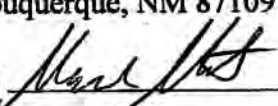


CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing Affidavit was mailed on December 11, 2014 to the following parties:

Sandra Brown
LITTLE, BRADLEY & NESBITT, P.A.
P.O. Box 3509
Albuquerque, NM 87109

Karl Sommer
SOMMER KARNES & ASSOCIATES,
200 West Marcy Street, Suite 133
Santa Fe, NM 87501

By: 

ADJUSTABLE RATE NOTE

(MTA - Twelve Month Average Index - Payment Caps)

THIS NOTE CONTAINS PROVISIONS THAT WILL CHANGE THE INTEREST RATE AND THE MONTHLY PAYMENT. THERE MAY BE A LIMIT ON THE AMOUNT THAT THE MONTHLY PAYMENT CAN INCREASE OR DECREASE. THE PRINCIPAL AMOUNT TO REPAY COULD BE GREATER THAN THE AMOUNT ORIGINALLY BORROWED, BUT NOT MORE THAN THE MAXIMUM LIMIT STATED IN THIS NOTE.

NOVEMBER 10, 2006
[Date]

SANTA FE
[City]

NEW MEXICO
[State]

14 CAMINO DE PAZ, SANTA CRUZ, NM 87506
[Property Address]

1. BORROWER'S PROMISE TO PAY

In return for a loan that I have received, I promise to pay U.S. \$ 540,000.00 (this amount is called "Principal"), plus interest, to the order of Lender. The Principal amount may increase as provided under the terms of this Note but will never exceed 115 percent of the Principal amount I originally borrowed. This is called the "Maximum Limit." Lender is COUNTRYWIDE HOME LOANS, INC.

I will make all payments under this Note in the form of cash, check or money order.

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

2. INTEREST

(A) Interest Rate

Interest will be charged on unpaid Principal until the full amount of Principal has been paid. Up until the first day of the calendar month that immediately precedes the first monthly payment due date set forth in Section 3 of this Note, I will pay interest at a yearly rate of 7.375 %. Additional days interest collected prior to the first monthly payment due date is sometimes called "Per Diem" interest and is due at the time I close my loan. Thereafter until the first Interest Rate Change Date, defined below in Section 2(B), I will pay interest at a yearly rate of 1.000 %. This rate is sometimes referred to as the "Start Rate" and is used to calculate the initial monthly payment described in Section 3. The interest rate required by this Section 2 of this Note is the rate I will pay both before and after any default described in Section 7(B) of this Note.

(B) Interest Rate Change Dates

The interest rate I will pay may change on the first day of JANUARY, 2007, and on that day every month thereafter. Each date on which my interest rate could change is called an "Interest Rate Change Date." The new rate of interest will become effective on each Interest Rate Change Date. The interest rate may change monthly, but the monthly payment is recalculated in accordance with Section 3.

(C) Index

Beginning with the first Interest Rate Change Date, my adjustable interest rate will be based on an Index. The "Index" is the "Twelve-Month Average" of the annual yields on actively traded United States Treasury Securities adjusted to a constant maturity of one year as published by the Federal Reserve Board in the Federal Reserve Statistical Release entitled "Selected Interest Rates



When recorded return to :
Richmond Monroe Group
15511 State Highway 13
Branson West, MO. 65737
SPS # 0012867974



ADJUSTABLE RATE NOTE

(MTA - Twelve Month Average Index - Payment Caps)

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NOVEMBER 10, 2006
[Date]

SANTA FE
[City]

NEW MEXICO
[State]

14 CAMINO DE PAZ, SANTA CRUZ, NM 87506
[Property Address]

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• PayOption ARM Note - MTA Index
1E906-XX (12/05)(d)

Page 1 of 5

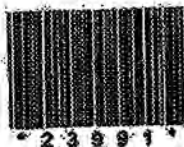


Exhibit A

Bank of America 

Home Loans

1757 Tapo Canyon Road
Mailstop CA6-913-02-29
Simi Valley, CA 93063

VIA FEDERAL EXPRESS

April 25, 2013

**Marcelina Martinez
14 Camino De Paz
Santa Cruz, NM 87506**

**Re: BAC Loan Number Ending in: 90300
Property Address: 14 Camino De Paz, Santa Cruz, NM 87506**

Dear Ms. Martinez:

Bank of America, N.A., as successor by merger to BAC Home Loans Servicing, LP, is in receipt of your correspondence, wherein you give notice to rescind the above-referenced mortgage loan transaction.

Our records show that on December 1, 2011 the mortgage loan was service released to: Select Portfolio Servicing, Inc., located at: 3815 South West Temple, Salt Lake City, UT 84115, phone no. (800) 258 8602.

Please direct any future correspondence to the above-referenced address.

Sincerely,



**Terry Nall
Litigation Specialist**

**STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT COURT**

Case No. D-101-CV-2013-00904

WELLS FARGO BANK, N.A., AS TRUSTEE ON
BEHALF OF THE HOLDERS OF THE
HARBORVIEW MORTGAGE LOAN TRUST
MORTGAGE LOAN PASS-THROUGH
CERTIFICATES, SERIES 2007-1,

Plaintiff,

v.

MARCELINA Y. MARTINEZ, CARL J. MARTINEZ,
THE BANK OF NEW YORK MELLON FKA THE
BANK OF NEW YORK, AS SUCCESSOR TRUSTEE
TO JPMORGAN CHASE BANK, N.A., AS TRUSTEE
ON BEHALF OF THE CERTIFICATEHOLDERS OF
THE CWHEQ INC., CWHEQ REVOLVING HOME
EQUITY LOAN TRUST, SERIES 2006-1, GILBERT
ROMERO AND UNKNOWN TENANT (REAL
NAME UNKNOWN),

Defendants.

IN REM JUDGMENT, DECREE OF FORECLOSURE, AND ORDER OF SALE

THIS MATTER came before the Court on March 21, 2016, for hearing on the following
four motions:

- (1) Plaintiff's Motion For Summary Judgment against Marcelina Martinez and Carl Martinez (the "Martinezes");
- (2) Plaintiff's Motion To Dismiss The Counterclaims of Marcelina Y. Martinez and Gilbert Romero;
- (3) Ms. Martinez's Motion To Strike Bank of America's Affirmative Defenses; and,
- (4) Ms. Martinez's Motion To Vacate Orders of March 30, 2015.

Having reviewed the four above-referenced motions, the parties' briefs and legal
authorities concerning those motions, and having considered the arguments made by the parties

General Conclusions of Law

KK. Defendants fail to identify any evidence sufficient to establish a genuine issue of material fact regarding the allegations of any of their counterclaims and defenses.

LL. The mortgages, liens, and interests referred to in the foregoing findings are hereby ordered foreclosed, together with all rights in the Property of the Martinezes and any person claiming by, under or through the Martinezes, in the form and manner provided by law, and subject to the right of the Martinezes to redeem as provided by law and the Mortgage and liens, which redemption period shall be one (1) month from the judicial sale.

MM. That the Trust is entitled to an *in rem* judgment against the Martinezes, in the total sum of \$492,890.23 as of and through September 6, 2015.

NN. The foregoing *in rem* Judgment shall bear interest at the prescribed rate from and including today's date until and including the date of foreclosure sale hereinafter set out.

OO. The Trust shall be declared to be the holder of a first priority lien on the Property described in the Mortgage to which the interests of the Martinezes herein and all persons claiming under, by, with, or through the Martinezes are subordinate and inferior and said interests should be foreclosed.

Additional Conclusions of Law

PP. Pursuant to the foregoing Findings of Fact and Conclusions of Law, the Property at issue in this action,

IS HEREBY ORDERED foreclosed and that the Property be sold as provided by law and that The Honorable Jay G. Harris (Ret.) or his designee be and is hereby appointed Special Master to advertise and sell the Property and make a report thereof to this Court as provided by law, and that at the sale the Trust is authorized to bid, and, in the event the Trust is the successful bidder, to apply all or any part of its Judgment in payment of the purchase price.

QQ. The Property shall be sold to the highest bidder for cash, free and clear of all liens of the parties hereto and each of them, and all persons claiming under, by, with, and through the parties or any persons claiming an interest.

RR. The Property shall be sold subject to any unpaid taxes, any outstanding governmental assessments and/or liens, to the right of redemption as provided herein and to the approval of the Court.

SS. The Trust shall have the right to bid at the foreclosure sale provided for in this Judgment, and it may bid the amount of its Judgment, in lieu of cash, at the sale; provided, however, that if any party, other than the Trust, is the successful bidder, the bid must include cash to the extent necessary to pay the Special Master's fee and sale expenses and the amount of any liens and judgment of the Trust having priority over such successful bidder's lien as the priority of liens is established by this Judgment and in the findings contained herein.

TT. The proceeds of the foreclosure sale shall first apply to the costs of sale, including the Special Master's fee, to be hereafter fixed by the Court, for any costs incurred for the maintenance and protection of the property, including those not included in this Judgment, then to the Trust for *in rem* Judgment as provided above including the unpaid balance, escrow, late charges, costs, interest to and including date of sale, attorney's fees and any other costs with interest to and including date of sale. The balance of proceeds, if any, shall be deposited into the Court Registry and applied as may be determined by the Court.

UU. Unless the Property to be sold is redeemed in the manner provided by law within one (1) month from and after the judicial sale, the Martinezes and all persons claiming under, by, with, through or against them by instruments recorded subsequent to the Mortgage, shall be forever foreclosed from any and all right, title and interest in or lien or claim upon, or equity or redemption to the Property.

STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT

No. D-101-CV-2013-00904

WELLS FARGO BANK, N.A., AS TRUSTEE, on Behalf of the
Holders of the Haborview Mortgage Loan Trust Mortgage Loan
Pass-Through Certificates, Series 2007-1,

Plaintiff,

vs.

MARCELINA Y. MARTINEZ; CARL J. MARTINEZ; THE BANK OF
NEW YORK MELLON fka The Bank of New York as Successor
Trustee to JP Morgan Chase Bank, N.A., as Trustee on Behalf of
the Certificateholders of the CWHEQ Inc., CWHEQ Revolving
Home Equity Loan Trust, Series 21006-1; GILBERT ROMERO;
and UNKNOWN TENANT (REAL NAME UNKNOWN),

Defendants.

NOTICE OF SALE

NOTICE IS HEREBY GIVEN that on March 3, 2021, at the hour of 10:00 a.m.,
the undersigned Special Master will, at the main entrance of the Judge Steve Herrera
Judicial Complex, 225 Montezuma Avenue, Santa Fe, New Mexico, sell all the right, title
and interest of the above-named Defendants in and to the hereinafter described real
estate to the highest bidder for cash. The property to be sold is located at 14 Camino
de Paz, Santa Cruz, and is situate in Santa Fe County, New Mexico, and is particularly
described as follows:

PARCEL "A" AS SHOWN AND DELINEATED ON PLAT OF SURVEY FOR
CARL J. MARTINEZ AND MARCELINA MARTINEZ AND EDWARD MARQUEZ
AND BENITA MARQUEZ, BY JOHN PAISANO JR. NMLS NO. 5708 DATED
JUNE 28, 2006 FILED AS DOCUMENT NO 1440868 IN PLAT BOOK 628,
PAGE 017, IN THE RECORDS OF SANTA FE COUNTY, NEW MEXICO.

THE FOREGOING SALE will be made to satisfy a judgment rendered by the above Court in the above entitled and numbered cause on August 22, 2016, being an action to foreclose a mortgage on the above described property. The Plaintiff's Judgment, which includes interest and costs, is \$617,126.09 and the same bears interest at 3.3750% *per annum* from May 30, 2015, to the date of sale. The Plaintiff and/or its assignees has the right to bid at such sale and submit its bid verbally or in writing. The Plaintiff may apply all or any part of its judgment to the purchase price in lieu of cash. The sale may be postponed and rescheduled at the discretion of the Special Master.

NOTICE IS FURTHER GIVEN that the real property and improvements concerned with herein will be sold subject to any and all patent reservations, easements, all recorded and unrecorded liens not foreclosed herein, and all recorded and unrecorded special assessments and taxes that may be due. Plaintiff and its attorneys disclaim all responsibility for, and the purchaser at the sale takes the property subject to, the valuation of the property by the County Assessor as real or personal property, affixture of any mobile or manufactured home to the land, deactivation of title to a mobile or manufactured home on the property, if any, environmental contamination on the property, if any, and zoning violations concerning the property, if any.

NOTICE IS FURTHER GIVEN that the purchaser at such sale shall take title to the above described real property subject to a one month right of redemption.

Electronically filed /s/ David Washburn
David Washburn, Special Master
Post Office Box 91988
Albuquerque, NM 87199
505-433-4576
sales@nsi.legal

STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT

FILED 1st JUDICIAL DISTRICT COURT
Santa Fe County
1/20/2021 12:38 PM
KATHLEEN VIGIL CLERK OF THE COURT
Breanna Aguilar

No. D-101-CV-2013-00904

WELLS FARGO BANK, N.A., AS TRUSTEE, on Behalf of the
Holders of the Haborview Mortgage Loan Trust Mortgage Loan
Pass-Through Certificates, Series 2007-1,

Plaintiff,
vs.

MARCELINA Y. MARTINEZ; CARL J. MARTINEZ; THE BANK OF NEW YORK
MELLON fka The Bank of New York as Successor Trustee to JP Morgan Chase Bank,
N.A., as Trustee on Behalf of the Certificateholders of the CWHEQ Inc., CWHEQ
Revolving Home Equity Loan Trust, Series 21006-1; GILBERT ROMERO; and
UNKNOWN TENANT (REAL NAME UNKNOWN),

Defendant(s).

NOTICE OF SUBSTITUTION OF SPECIAL MASTER

Plaintiff, Wells Fargo Bank, N.A., as Trustee, on Behalf of the Holders of the
Haborview Mortgage Loan Trust Mortgage Loan Pass-Through Certificates, Series
2007-1, by and through its counsel, Tiffany & Bosco, P.A., hereby gives notice that
David Washburn of P.O. Box 91988, Albuquerque, NM 87199, 505-433-4576, is
substituted as Special Master in the above entitled and numbered cause of action.

TIFFANY & BOSCO, P.A.

By 
~~Karen H. Bradley~~
Deborah A. Nesbitt
Attorneys for Plaintiff
PO Box 3509
Albuquerque, NM 87190-3509
(505) 248-2400 FAX (505) 254-4722

I certify that I have mailed and/or emailed a copy of the foregoing pleading to the opposing counsel of record and/or parties pro se on January 20, 2021:

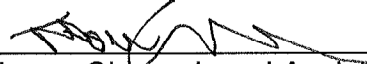
Marcelina Y. Martinez, *Defendant Pro Se*, PO Box 2077, Santa Cruz, NM 87567, (505) 672-8497, aequitasveritas777@gmail.com;

Gilbert Romero, *Defendant Pro Se*, PO Box 2077, Santa Cruz, NM 87567, (505) 672-8497;

Karl H. Sommer, SOMMER KARNES & ASSOCIATES, LLP, *Attorney for Defendant Carl J. Martinez*, 200 West Marcy Street, Suite 133, Santa Fe, NM 87501, (505) 989-3800, khs@sommerkarnes.com;

Jason C. Bousliman, MCCARTHY HOLTHUS, LLP, *Attorney for Bank of America, N.A., fka Countrywide Home Loans, Inc.*, 6501 Eagle Rock NE, Suite A-3, Albuquerque, NM 87113, (505) 219-4895 ext. 6888, jbousliman@mccarthyholthus.com and,

Solomon S. Krotzer, HOUSER LLP *Co-Counsel for Plaintiff*, 100 Sun Ave. N.E., Suite 650, Albuquerque, New Mexico 87109, (949) 679-1111; skrotzer@houser-law.com



Jason Chism, Legal Assistant

NSI National Service &
Investigations, Inc.
8100 Wyoming Blvd NE
Ste M-4, Box 272
Albuquerque, NM 87109
505-318-0300

November 5, 2020

VIA EMAIL: ameg.2222@outlook.com
Ann Marie Galloway
149 Candelario Street
Santa Fe, New Mexico 87501

Re: Response to October 31, 2020 Correspondence - Case # D-101-CV-2013-00911

Dear Ms. Galloway:

This letter is in response to your October 31, 2020, correspondence that purports to be sent pursuant to the Public Information Act NMSA 14-1-8.

As an initial matter, I do not concede that I am a "custodian" as provided for in the Act and therefore required to respond to the request. However, as this matter is more easily responded to than opposed, I am providing the below noted documents and responses to address your requests. I will not respond to any future request.

1. Please provide the Special Master's report submitted to the Court.

Response: See enclosed

2. Please provide the document(s) that authorizes you, David Washburn to be a Special Master.

Response: The Judgment entered on 8.24.2015 provided for the appointment of a Special Master and the Order Granting Substitution of Special Master entered 10.17.2019 authorized me to act as Special Master.

3. Please identify the party who placed the successful bid:

Response: Plaintiff, JPMorgan Chase Bank, National Association

- a) How was that bid submitted? (written, email, letter, verbally)

Aff. EXHIBIT H

Response: The Bid Instructions were provided in a bid instruction letter from Rose L. Brand & Associates, P.C., as counsel for the Plaintiff, JPMorgan Chase Bank, National Association.

4. Please provide a copy of the valid documented authority showing that you, David Washburn represent JPMORGAN CHASE BANK NA.

Response: Order Granting Substitution of Special Master entered 10.17.2019 authorized me to act as Special Master and place a bid for the Plaintiff, JPMorgan Chase Bank, N.A., at the foreclosure sale.

5. By what method or means was the bid placed? Please provide me a copy of that communication.

Response: The Bid Instructions are attached.

6. Given the Special Master's Deed, please identify the party who directed you in this sale to name Federal National Mortgage Association, 14221 Dallas Parkway, Suite 1000, Dallas, TX 75254 as a "Grantee" and how was this information supplied to you? Was it through e-mail, written letter and or verbal communication. Please provide a copy of that information giving you authority to name Federal National Mortgage Association, as Grantee.

Response: The Bid Instructions provided by JPMorgan Chase Bank, N.A., through its counsel, provided the vesting information for the deed. However, the bid was placed by Plaintiff J.P. Morgan Chase Bank, N.A. at the foreclosure sale.

As all information I have has been provided, I am therefore closing this matter. The Order Approving the Special Master's Report and Confirming Sale was entered on February 2, 2020 and the Order released me from any further involvement in this matter. Please contact the proper custodian of the Court proceeding records for any further information you may want, as I will not be responding to any further requests.

Respectfully:



David Washburn



M Martinez <aequitasveritas777@gmail.com>

IPRA Request

Jorge Montes <sfedrequests@nmcourts.gov>
To: aequitasveritas777@gmail.com

Thu, Jun 3, 2021 at 2:46 PM

Ms. Martinez,

It is the policy of the First Judicial District Court to be fully responsive to all requests for public records available under the Inspection of Public Records Act, NMSA 1978, § 14-2-1 et seq. ("IPRA"). This office received your IPRA request on May 20, 2021 and on May 25, 2021 regarding several records. Attached is the court's response to your IPRA request. This response will close out your IPRA request.

Sincerely,
Jorge Montes
Judicial Court Supervisor

[Public Requests] IPRA Request

Inbox 2021 IPRA REQUESTS



M Martinez <aequitasveritas777@gmail.com>
to sfedrequests

Thu, May 20, 1:06 PM

Good afternoon,

This is a request under the Inspection of Public Records Act. Within three business days, the records custodian will explain when the records will be available for inspection or when the custodian will respond to the request.

First Name: Marcelina
Last Name: Martinez
Email Address: aequitasveritas777@gmail.com
Phone Number: 505.672.8497
Court Locations: 1st Judicial District
Physical Address: PO Box 2077
City: Santa Cruz
State: New Mexico
Zip: 87567
Records Requested:

- All communications between David Washburn and Tiffany & Boscoe P.A. agents, officers, or employees relating to case D-101-CV-2013-00904, Wells Fargo Bank, N.A. as Trustee v Martinez et al.
- All communications between David Washburn and Houser LLP agents, officers, or employees relating to case D-101-CV-2013-00904, Wells Fargo Bank, N.A. as Trustee v Martinez et al.
- Include all communications prior to, during and after the alleged "sale", which purportedly was held on March 3, 2021
- Evidence of funds transferred from the alleged purchaser
- Receipts for advertisement in the newspaper having a general circulation in Santa Fe County, New Mexico
- Evidence of Bond/Insurance of David Washburn (name of insurance company, address and policy number)

NOTE: I attempted to request the records directly from David Washburn but received the response below. It is my belief that the court should be the custodian for the records requested given that special masters are appointed by judges to act on their behalf.

For your reference:

Rule 16-305 NMRA, Rules of Professional Conduct, Impartiality and decorum of the tribunal. "During a proceeding a lawyer may not communicate ex parte with persons serving an official capacity in the proceeding, such as judges, masters, or jurors, unless authorized to do so by law or court order." See Committee commentary. Masters are considered officers serving an official capacity.

NMSA 1978 Sect. 34-10-2.1. Judicial standards commission; duties; subpoena power.

Aff. EXHIBIT I

A. Pursuant to the judicial standards commission's authority granted by Article 6, Section 32 of the constitution of New Mexico, any justice, judge or magistrate of any court may be disciplined or removed for willful misconduct in office, persistent failure or inability to perform the judge's duties or habitual intemperance, or may be retired for a disability that seriously interferes with the performance of the justice's, judge's or magistrate's duties and that is, or is likely to become, of a permanent character. The judicial standards commission is granted the same authority to regulate the conduct and character of court-appointed commissioners, hearing officers, administrative law judges or special masters while acting in a judicial capacity.

E.g. "requirement of impartiality applies not only to judicial officers but also to private persons who serve as adjudicators." *Rissler v. Jefferson Cnty. Bd. of Zoning Appeals*, 693 S.E.2d 321, 328 (W. Va. 2010)." See *Los Chavez Cmty. Assn. v. Valencia Cnty.*, 2012-NMCA-044, 277 P.3d 475.

Also see the attached Attorney General Opinion Letter, which acknowledges that special masters are judicial employees acting in a quasi-judicial capacity.

Thank you!

----- Forwarded message -----

From: **Elizabeth Mason** <Elizabeth.Mason@roselbrand.com>
Date: Thu, May 20, 2021 at 12:33 PM
Subject: RE: IPRA Request | Deadline to respond 5.20.2021
To: aequitasveritas777@gmail.com <aequitasveritas777@gmail.com>
Cc: David Washburn <dwashburn@nsi.legal>

Good afternoon. This office has been retained by David Washburn regarding the records request submitted by electronic message to David Washburn at sales@nsi.legal on May 17, 20201, as set forth below.

Please be advised that the records request is not subject to the provisions of the Inspection of Public Records Act, Sections 14-2-1, *et seq.*, NMSA 1978 ("the Act"). Neither David Washburn nor National Service & Investigations, Inc., are a "public body" as defined by the Act, the records requested are not "public records" as defined by the Act, and neither David Washburn nor National Service & Investigations, Inc., is a "custodian" as defined by the Act. Accordingly, a response to the records request set forth below will not be provided.

A copy of Section 14-2-6 NMSA 1978 is provided herewith for your reference. Thank you.

14-2-6. Definitions.

As used in the Inspection of Public Records Act:

- A. "custodian" means any person responsible for the maintenance, care or keeping of a public body's public records, regardless of whether the records are in that person's actual physical custody and control;
- B. "file format" means the internal structure of an electronic file that defines the way it is stored and used;
- C. "inspect" means to review all public records that are not excluded in Section 14-2-1 NMSA 1978;
- D. "person" means any individual, corporation, partnership, firm, association or entity;
- E. "protected personal identifier information" means:
 - (1) all but the last four digits of a:
 - (a) taxpayer identification number;
 - (b) financial account number; or
 - (c) driver's license number;
 - (2) all but the year of a person's date of birth; and
 - (3) a social security number;

EXHIBIT D

F. "public body" means the executive, legislative and judicial branches of state and local governments and all advisory boards, commissions, committees, agencies or entities created by the constitution or any branch of government that receives any public funding, including political subdivisions, special taxing districts, school districts and institutions of higher education;

G. "public records" means all documents, papers, letters, books, maps, tapes, photographs, recordings and other materials, regardless of physical form or characteristics, that are used, created, received, maintained or held by or on behalf of any public body and relate to public business, whether or not the records are required by law to be created or maintained; and

H. "trade secret" means trade secret as defined in Subsection D of Section 57-3A-2 NMSA 1978.

Elizabeth Mason

National Compliance Attorney



Rose L. Brand & Associates P.C.

7430 Washington St. NE

Albuquerque, NM 87109

Phone: (505) 833-3036 | Fax: (505) 833-3040

E-mail: elizabeth.mason@roselbrand.com

From: M Martinez [<mailto:aequitasveritas777@gmail.com>]

Sent: Monday, May 17, 2021 5:40 PM

To: Sales <sales@nsi.legal>

Subject: IPRA Request

RE: David Washburn, Special Master -
Foreclosure Sales, sales@nsi.legal, NM Private Investigation Company Lic #3212."

This is a request under the Inspection of Public Records Act. Within three business days, the records custodian will explain when the records will be available for inspection or when the custodian will respond to the request.

First Name: Marcelina

Last Name: Martinez

Email Address: aequitasveritas777@gmail.com

Phone Number: 505.672.8497

Court Locations: 1st Judicial District

Physical Address: PO Box 2077

City: Santa Cruz

State: New Mexico

Zip: 87567

Records Requested:

- All communications between David Washburn and Tiffany & Boscoe P.A. agents, officers, or employees relating to case D-101-CV-2013-00904, Wells Fargo Bank, N.A. as Trustee v Martinez et al.
- All communications between David Washburn and Houser LLP agents, officers, or employees relating to case D-101-CV-2013-00904, Wells Fargo Bank, N.A. as Trustee v Martinez et al.
- Include all communications prior to, during and after the alleged "sale", which purportedly was held on March 3, 2021
- Evidence of funds transferred from the alleged purchaser
- Receipts for advertisement in the newspaper having a general circulation in Santa Fe County, New Mexico
- Evidence of Bond/Insurance of David Washburn (name of insurance company, address and policy number)

EXHIBIT D

Thank you

 **2021 IPRA Response M MARTINEZ 6032021.pdf**
493K

EXHIBIT D

**STATE OF NEW MEXICO
FIRST JUDICIAL DISTRICT COURT
SANTA FE COUNTY**

WELLS FARGO BANK NA, et. al.,

Plaintiff,

Case No.: D-101-CV-2013-00904

v.

MARCELINA Y. MARTINEZ, et. al.,

Defendants.

ORDER DENYING MOTION TO RECONSIDER
ORDER DENYING MOTION TO QUASH

THIS MATTER is before the Court on Defendant's Motion to Reconsider Order Denying Motion to Quash. The Court having considered the motion, reviewed the relating pleadings and being otherwise fully informed in the premises finds that the motion is not well taken and should be **DENIED**.

THE COURT HAS DETERMINED that a hearing is unnecessary. The Court in its discretion may rely upon the pleadings filed in this matter if the written submissions are sufficient to resolve the matters presented. See National Excess Insurance Co. v. Bingham, 1987-NMCA-109, Paragraph 9, 106 N.M. 325, 742 P.2d 537 (motion may be resolved by the district court without oral argument provided there is an adequate opportunity for written response to the arguments presented). See also LR1-306(H).

The Court acknowledges that it is difficult to lose a cherished property in foreclosure. However, the court notes several filings lacking merit and so, while it is not imposing sanctions, it will do so in the future if meritless motions are filed to interpose delay.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED THAT,
Defendant's Motion to Reconsider Order Denying Motion to Quash, is hereby **DENIED**.

Aff. EXHIBIT J

IT IS SO ORDERED.



Honorable Bryan Biedscheid
District Court Judge, Division VI
4dpl

CERTIFICATE OF SERVICE

I hereby certify that the Order was e-filed and served on the date of acceptance to all parties that are on the service contact list. It is the submitting attorney's reasonability to effect service upon any party that is not on the service contact list by filing proof of such service, i.e., a Certificate of Mailing.

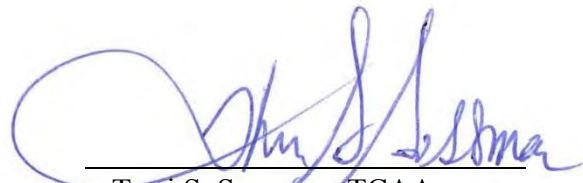
HOUSER LLP

Solomon S. Krotzer
Co-Counsel for Plaintiff
100 Sun Ave. N.E., Suite 650
Albuquerque, NM 87109
(949) 679-1111
skrotzer@houser-law.com

Deborah A. Nesbitt
Tiffany & Bosco, P.A.
PO Box 3507
Albuquerque, NM 87109-3509
Dnesbitt@tblaw.com
Attorneys for Plaintiff

Karl H. Sommer
Sommer Karnes & Associates, LLP
200 West Marcy Street, Suite 133
Santa Fe, NM 87501
khs@sommerkarnes.com
Attorney for Defendant Carl J. Martinez

Marcelina Martinez
PO Box 2077
Santa Cruz, NM 87567-2077
Aequitasveritas777@gmail.com
Pro Se Defendant



Terri S. Sossman, TCAA

Transcript of Conversation with Isabel Valdez, Relevant Portions
4/28/2028 Trespass Case D-101-CV-2023-01229
Exhibit 1 to Affidavit in Support of Motion for Summary and Default Judgment

0:00 I'm Chavela...I communicated with you, well started to communicate with you

0:03 I sent you a notice yeah

0:06 You're Chavela? And you are?

0:12 So you're here with, who? Who, who are you operating on behalf of?

0:17 I uh, represent...the foreclosure bank

0:22 Do you have a power of attorney on you?

0:25 I, uh, not with me

0:27 But you have one?

0:28 Yeah

0:29 Would you mind sending that to me? You have my address, my mailing address

0:31 Well, I will have, uh, Select Portfolio Servicing do that. They are the servicing company

0:37 So that's who you're operating on behalf of?

0:39 Yeah

0:40 And you have, uh, but you have one, right, a power of attorney from them?

0:43 My my, uh, superior has one

0:50 You're not the one I need to call about going back in, right? He gave me another number

0:56 Yeah he probably gave you the, uh, Select Portfolio's number

1:01 I'm, uh, I'm I'm only the Real Estate

1:08 Okay, so just so you know I'll be claiming, um, equity in this property so you know keep that in mind with all you're what you're doing

April 8, 2023

ATTN: SHERIFF CLERK

WRIT OF ASSISTANCE FOR EVICTION LOCKOUT

AP File #: 1012-14522A
Case #: D-101-CV-2013-00904

SANTA FE COUNTY

SHERIFF'S OFFICE

Dear Sheriff Clerk:

Enclosed is a copy of the Writ of Assistance along with a check in the amount of \$40.00 for the service fees. Please evict all persons named in the Writ of Assistance.

Defendant(s) Name(s): MARCELINA MARTINEZ

Address: 14 Camino De Paz, Santa Cruz, NM 87567

The below Agent will be on site during the eviction and will be receiving possession of the premise:

Agent: Isabel Valdez

Phone Number: 505-920-4550

Email Address: realestatedesantafe@gmail.com

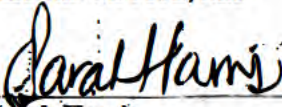
Please contact the Agent to schedule the Lockout.

If you are unable to reach the Agent, you may contact Sarah Harris at 702-267-9573 or Bobby Choudhury at 702-991-4638 to schedule.

You may also send an email to: sleikam@aldridgepite.com

I AUTHORIZE THE SHERIFF TO EXECUTE ON THE WRIT OF ASSISTANCE IN THE MANNER PRESCRIBED BY LAW.

ALDRIDGE PITE, LLP



Sarah Harris

Eviction Paralegal – TX, WA, and NM

Aldridge | Pite, LLP

9205 West Russell Rd, Suite 240

Las Vegas, NV 89148

Direct Dial: 702-267-9573

Direct Fax: 1-858-726-6293

sleikam@aldridgepite.com

Aff. EXHIBIT L

STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT COURT

FILED 1st JUDICIAL DISTRICT COURT
Santa Fe County
4/3/2023 12:15 PM
KATHLEEN VIGIL CLERK OF THE COURT
Gloria Landin

WELLS FARGO BANK, N.A., AS No. D-101-CV-2013-00904
TRUSTEE, on Behalf of the Holders of the
Harborview Mortgage Loan Trust Mortgage
Loan Pass-Through Certificates, Series 2007-
1, its successors and/or assigns,

Plaintiff,

v.

MARCELINA Y. MARTINEZ, CARL J.
MARTINEZ; THE BANK OF NEW YORK
MELLON fka The Bank of New York as
Successor Trustee to JP Morgan Chase Bank,
N.A., as Trustee on Behalf of
Certificateholders of the CWHEQ Inc.,
CQHEQ Revolving Equity Loan Trust, Series
21006-1; GILBERT ROMERO; and
UNKNOWN TENANT (REAL NAME
UNKNOWN),

Defendant(s),

**WRIT OF ASSISTANCE IN FAVOR OF PURCHASER OF
MORTGAGED PREMISES AT SPECIAL MASTER'S SALE**

STATE OF NEW MEXICO TO THE SHERIFF OF SANTA FE COUNTY, GREETINGS:

WHEREAS, it appears from the pleadings filed herein that occupant(s) are in possession
of the property described below, possession of which Plaintiff is entitled, and is located at 14
Camino De Paz, Santa Cruz, NM 87567, and more fully described as:

PARCEL "A" AS SHOWN AND DELINEATED ON PLAT OF SURVEY FOR CARL J.
MARTINEZ AND MARCELINA MARTINEZ AND EDWARD MARQUEZ AND BENITA
MARQUEZ, BY JOHN PAISANO JR. NMLS NO. 5708 DATED JUNE 28, 2006 FILED AS

DOCUMENT NO 1440868 IN PLAT BOOK 628, PAGE 017, IN THE RECORDS OF SANTA FE COUNTY, NEW MEXICO

NOW, THEREFORE, you are commanded to immediately go to and enter upon said property and eject and remove from there all person(s) possessing the same or any part thereof against the Plaintiff, and that you place said Plaintiff, its agents or assigns, in possession of said property without delay, and from time to time maintain, keep and defend continued possession in the Plaintiff, its successors or assigns, according to the tenor and intent of this Writ.

This Writ of Assistance shall be valid for a period of twelve months from the date of entry of the Court's Order Granting Writ of Assistance in Favor of Plaintiff/Purchaser.



HONORABLE JUDGE BRYAN BIEDSCHEID
FIRST JUDICIAL DISTRICT COURT

DATE ISSUED: April 3, 2023

Respectfully Submitted,

ALDRIDGE PITE, LLP

By: /s/ David Wertz
David Wertz
Toby Lutenegger
Limited Scope Attorney for the Plaintiff
4801 Lang Avenue NE, Suite 110
Albuquerque, NM 87110
858-750-7600

SHERIFF RETURN OF WRIT OF ASSISTANCE

I certify that I carried out this Writ of Assistance by removing all and every occupant from the property and delivering possession of the premises to Plaintiff on the 28th day of April, 2023.

Date of Return: 04/28/23


Sheriff's Signature
SHERIFF OR DEPUTY SHERIFF OF
SANTA FE NEW MEXICO

April 8, 2023

ATTN: SHERIFF CLERK

WRIT OF ASSISTANCE FOR EVICTION LOCKOUT

AP File #: 1012-14522A
Case #: D-101-CV-2013-00904

SANTA FE COUNTY

SHERIFF'S OFFICE

Dear Sheriff Clerk:

Enclosed is a copy of the Writ of Assistance along with a check in the amount of \$40.00 for the service fees. Please evict all persons named in the Writ of Assistance.

Defendant(s) Name(s): MARCELINA MARTINEZ

Address: 14 Camino De Paz, Santa Cruz, NM 87567

The below Agent will be on site during the eviction and will be receiving possession of the premise:

Agent: Isabel Valdez

Phone Number: 505-920-4550

Email Address: realestatedesantafe@gmail.com

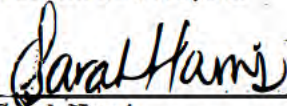
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I AUTHORIZE THE SHERIFF TO EXECUTE ON THE WRIT OF ASSISTANCE IN THE MANNER PRESCRIBED BY LAW.

ALDRIDGE PITE, LLP



Sarah Harris

Eviction Paralegal – TX, WA, and NM

Aldridge | Pite, LLP

9205 West Russell Rd, Suite 240

Las Vegas, NV 89148

Direct Dial: 702-267-9573

Direct Fax: 1-858-726-6293

sleikam@aldridgepite.com

STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT COURT

FILED 1st JUDICIAL DISTRICT COURT
Santa Fe County
4/3/2023 12:15 PM
KATHLEEN VIGIL CLERK OF THE COURT
Gloria Landin

WELLS FARGO BANK, N.A., AS No. D-101-CV-2013-00904
TRUSTEE, on Behalf of the Holders of the
Harborview Mortgage Loan Trust Mortgage
Loan Pass-Through Certificates, Series 2007-
1, its successors and/or assigns,

Plaintiff,

v.

MARCELINA Y. MARTINEZ, CARL J.
MARTINEZ; THE BANK OF NEW YORK
MELLON fka The Bank of New York as
Successor Trustee to JP Morgan Chase Bank,
N.A., as Trustee on Behalf of
Certificateholders of the CWHEQ Inc.,
CQHEQ Revolving Equity Loan Trust, Series
21006-1; GILBERT ROMERO; and
UNKNOWN TENANT (REAL NAME
UNKNOWN),

Defendant(s),

**WRIT OF ASSISTANCE IN FAVOR OF PURCHASER OF
MORTGAGED PREMISES AT SPECIAL MASTER'S SALE**

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WHEREAS, it appears from the pleadings filed herein that occupant(s) are in possession of the property described below, possession of which Plaintiff is entitled, and is located at 14 Camino De Paz, Santa Cruz, NM 87567, and more fully described as:

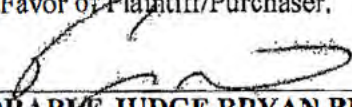
PARCEL "A" AS SHOWN AND DELINEATED ON PLAT OF SURVEY FOR CARL J. MARTINEZ AND MARCELINA MARTINEZ AND EDWARD MARQUEZ AND BENITA MARQUEZ, BY JOHN PAISANO JR. NMLS NO. 5708 DATED JUNE 28, 2006 FILED AS

DOCUMENT NO 1440868 IN PLAT BOOK 628, PAGE 017, IN THE RECORDS OF SANTA FE COUNTY, NEW MEXICO

NOW, THEREFORE, you are commanded to immediately go to and enter upon said property and eject and remove from there all person(s) possessing the same or any part thereof against the Plaintiff, and that you place said Plaintiff, its agents or assigns, in possession of said property without delay, and from time to time maintain, keep and defend continued possession in the Plaintiff, its successors or assigns, according to the tenor and intent of this Writ.

This Writ of Assistance shall be valid for a period of twelve months from the date of entry of the Court's Order Granting Writ of Assistance in Favor of Plaintiff/Purchaser.




HONORABLE JUDGE BRYAN BIEDSCHEID
FIRST JUDICIAL DISTRICT COURT

DATE ISSUED: April 3, 2023

Respectfully Submitted,

ALDRIDGE PITE, LLP

By: /s/ David Wertz
David Wertz
Toby Lutenegger
Limited Scope Attorney for the Plaintiff
4801 Lang Avenue NE, Suite 110
Albuquerque, NM 87110
858-750-7600

SHERIFF RETURN OF WRIT OF ASSISTANCE

I certify that I carried out this Writ of Assistance by removing all and every occupant from the property and delivering possession of the premises to Plaintiff on the _____ day of _____, 20____.

Date of Return: _____

Sheriff's Signature

SHERIFF OR DEPUTY SHERIFF OF
SANTA FE NEW MEXICO

STATE OF NEW MEXICO
COUNTY OF SANTA FE
FIRST JUDICIAL DISTRICT COURT

FILED 1st JUDICIAL DISTRICT COURT
Santa Fe County
4/3/2023 12:15 PM
KATHLEEN VIGIL CLERK OF THE COURT
Gloria Landin

WELLS FARGO BANK, N.A., AS No. D-101-CV-2013-00904
TRUSTEE, on Behalf of the Holders of the
Harborview Mortgage Loan Trust Mortgage
Loan Pass-Through Certificates, Series 2007-
1, its successors and/or assigns,

Plaintiff,

v.

MARCELINA Y. MARTINEZ, CARL J.
MARTINEZ; THE BANK OF NEW YORK
MELLON fka The Bank of New York as
Successor Trustee to JP Morgan Chase Bank,
N.A., as Trustee on Behalf of
Certificateholders of the CWHEQ Inc.,
CQHEQ Revolving Equity Loan Trust, Series
21006-1; GILBERT ROMERO; and
UNKNOWN TENANT (REAL NAME
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Defendant(s),

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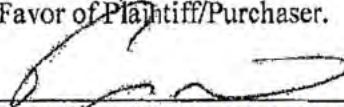
PARCEL "A" AS SHOWN AND DELINEATED ON PLAT OF SURVEY FOR CARL J.
MARTINEZ AND MARCELINA MARTINEZ AND EDWARD MARQUEZ AND BENITA
MARQUEZ, BY JOHN PAISANO JR. NMLS NO. 5708 DATED JUNE 28, 2006 FILED AS

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This Writ of Assistance shall be valid for a period of twelve months from the date of entry of the Court's Order Granting Writ of Assistance in Favor of Plaintiff/Purchaser.




HONORABLE JUDGE BRYAN BIEDSCHEID
FIRST JUDICIAL DISTRICT COURT

DATE ISSUED: April 3, 2023

Respectfully Submitted,

ALDRIDGE PITE, LLP

By: /s/ David Wertz
David Wertz
Toby Lutenegger
Limited Scope Attorney for the Plaintiff
4801 Lang Avenue NE, Suite 110
Albuquerque, NM 87110
858-750-7600

SHERIFF RETURN OF WRIT OF ASSISTANCE

I certify that I carried out this Writ of Assistance by removing all and every occupant from the property and delivering possession of the premises to Plaintiff on the _____ day of _____, 20____.

Date of Return: _____

Sheriff's Signature
SHERIFF OR DEPUTY SHERIFF OF
SANTA FE NEW MEXICO

273845 061000227 20001

Aldridge Pite LLP

GA Operating Account

SIX PIEDMONT CENTER
3525 Piedmont Road, N.E., Suite 700
ATLANTA, GA 30305-1608

Wells Fargo, NA

Georgia
64-22610

4/10/2023

SANTA FE COUNTY SHERIFF'S OFFICE - GA Operating Account

DATE INVOICE NO. DESCRIPTION
PAY *** Forty and 00/100 US Dollar

4/8/2023 VCR2134604-Las Eviction Cost: Lockout Co

April 10 2023

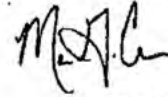
\$ 40.00***

TO THE ORDER OF

SANTA FE COUNTY SHERIFF'S OFFICE

102 Grant Ave
Santa Fe, NM 87501

VOID AFTER 90 DAYS



AUTHORIZED SIGNATURE

4/10/2023

SANTA FE COUNTY SHERIFF'S OFFICE - GA Operating Account, Aldridge Pite LLP

DATE	INVOICE NO.	DESCRIPTION	MATTER ID	AMOUNT
4/8/2023	VCR2134604-Las	Eviction Cost: Lockout Costs, 1012-14522A		40.00
Total:				40.00

Aldridge Pite LLP

GA Operating Account

SIX PIEDMONT CENTER
3525 Piedmont Road, N.E., Suite 700
ATLANTA, GA 30305-1608

PAY *** Forty and 00/100 US Dollar

TO THE ORDER OF

SANTA FE COUNTY SHERIFF'S OFFICE

102 Grant Ave
Santa Fe, NM 87501

Subject: Re: EVIC SETUP: LOCKOUT - 14 Camino De Paz, Santa Cruz, N**Chavela valdez** <realestatedesantafe@gmail.com>

to Evictions New Orders

You are viewing an attached message. Gmail can't verify the authenticity of attached messages.

Safeguard External Email Warning:

Do not click links or open attachments unless you recognize the sender and know the content is safe. If you believe that this email is unsafe, please report it by using the Phish Alert button in Outlook

87567 is the zip code.

On Tue, Apr 25, 2023 at 10:52 AM Evictions New Orders <EvictionsNewOrders@safeguardproperties.com> wrote
0012867974

Lockout on 04/28/2023 at 10:00 AM

Our system has the property zip code as 87506. Which zip code is correct? If zip code 87567 is correct, Will the Agent be present the day of the eviction to complete the PPN and send the mailing? Safeguard
Please accept this as confirmation that we received your eviction request and it has been set up. We are in the best service this request.

In general, we require 48 hours' notice for all properties; however, we recommend you provide at least 72 hours there are any challenges, we will notify you as soon as possible and will keep you advised of our progress.

Requests received within 24 hours' notice or less may have a rush fee applied. A rush fee between \$50 and \$200 eviction. It is necessary to offset costs to have a vendor/crew present at the lockout as they are rescheduling with Sheriff.

The minimum number of men required for the eviction varies by Sheriff Locality. If your eviction request does not go out to the sheriff's department to confirm the minimum crew required to complete the lockout.

Please note: If the sheriff's department requires a crew of eight or more be present, you will be billed for a minimum of the additional costs the vendor incurs to guarantee the availability of the additional manpower. This includes, but is not limited to, send multiple vehicles to the eviction and additional crew wages to ensure coverage, for what may turn out to be there are no personals present. If our vendor utilizes a staffing agency, we will submit their invoice for reimbursement. If 3rd Party, Licensed Bonded Movers are required to execute the move out of personal property, their cost will be billed to you. If you have any questions, please call the Evictions Team 800-852-8306 ext. 2159.

Thank you.

Evictions Order Entry Team

Safeguard Properties

O: (800) 852-8306 ext. 2159

7887 Hub Parkway

Valley View, OH 44125

evictionsneworders@safeguardproperties.com

www.safeguardproperties.com

Customer Service = Resolution®

Safeguarding our clients' interests

Aff. EXHIBIT M

FEE AGREEMENT - Select Portfolio Servicing

Street Address: **14 CAMINO DE PAZ, SANTA CRUZ, NM 87506**Property #: **0012867974**Agent: **Isabel Valdez**Date: **11/12/2021**

Agreement Details

Fees Payable to Mountain West Realty Corp	Detail	Fees Payable to Exceleras	Detail
Minimum referral	\$ 312.50	Administration Fee	\$ 0
If sale price equal or less than 59999.00; then percent of Listing Broker commission	25.00 %	Technology Fee	\$ 150.00
If sale price is greater than 59999.00; then percent of Listing Broker commission	33.00 %	<i>The Technology Fee is not associated with Mountain West. It will appear on the closing statement and is payable to Exceleras</i>	

Mountain West Realty Corp.

Dear Agent,

Mountain West Realty Corp. ("MWR") has referred your firm to Select Portfolio Servicing, Inc. (SPS) to assist in the marketing efforts on the above referenced property.

As an approved REO Agent registered with MWR, you will be required to pay a referral fee to MWR upon the closing of escrow. MWR requires that the Referral Fee Agreement, attached to this document, be executed and returned as soon as possible.

MWR provides REO Broker Referral Services for a wide variety of institutional clients. MWR's success is rooted in its ability to assign REO Brokers who possess unmatched personal accountability in their business practices. Your timely completion of the following assignment is vital to your continued success as a registered agent with MWR.

Please forward all correspondence regarding the property to SPS.

We appreciate your professionalism while completing this important task. The specifics of this assignment are detailed in the following pages of this referral.

Sincerely,
Dennis Cook, Principal Broker
Mountain West Realty Corp.

REFERRAL FEE AGREEMENT
BETWEEN

Agent: Isabel L. Valdez **OF Firm** Real Estate De Santa Fe, LLC

Exceleras, LLC

You acknowledge that by accepting a property listing from SPS, you will owe a \$150 Technology Fee. The Technology Fee is a per property charge for your use of Exceleras, LLC's ("Exceleras") Website and related technology services that allow real estate agents and brokers to communicate with their clients in the course of listing, marketing and selling properties. The fee is payable to Exceleras at the time the property closes for any property for which you are the listing agent and SPS is the servicer, or for which SPS has retained you to list the property. Generally the Technology Fee will appear on the closing documents as a deduction from amounts you are owed, but you are liable for the fee even it does not appear on the closing documents and/or is not deducted from the proceeds at the time of closing.

You acknowledge that the Technology Fee is a business expense of yours for services actually rendered by Exceleras and that you will not seek reimbursement or payment of it directly or indirectly from any person or entity. You represent and warrant that you will comply with Exceleras' terms and conditions for use of the Website, and all applicable laws and regulations in the course of using Exceleras' Website, and will not use the Website or any material on the Website for any improper purpose.

By signing below, you are agreeing to terms of this agreement, including payment to Exceleras of the Technology Fee.

AuthenticSign
Isabel L Valdez 11/12/2021
11/12/2021 12:45:22 PM MST

Signature

Date

*attach ment*

Chavela valdez <realestatedesantafe@gmail.com>

LOCKOUT: 4/28/2023 @ 10:00 AM / 0012867974 / 14 Camino De Paz, Santa Cruz, NM 87567 / Ap No. 1012-14522A

1 message

Sarah G. Harris <SLeikam@aldridgepite.com>
To: Chavela valdez <realestatedesantafe@gmail.com>
Cc: Steve Tsiotsias <stsiotsias@aldridgepite.com>

Tue, Apr 25, 2023 at 9:28 AM

Hello,

We have a Lockout scheduled for **4/28/2023 @ 10:00 AM** for the property on:

14 Camino De Paz, Santa Cruz, NM 87567

Required Attendees for Lockout:

- Local Agent
- Locksmith

Deputy's Office Contact:

Santa Fe County Sheriff's Office

(505) 986-2455

Attached is the PPN for the Lockout. If personals remain after Lockout, this notice must be posted and mailed via First Class. Posting and mailing must be completed on the same day. When posting, Agent/Vendor must add their name and phone #, the mailing date and sign/date the bottom right corner.

The former occupants have 30 days, from the date of posting, to make contact to retrieve their belongings. After the 30 days are expired and there has been no contact with the former occupants, our Client can trash out the personal property that remains.

****Please be advised this cannot be rescheduled without possibly losing the current Writ of Possession. DO NOT ENTER PROPERTY PRIOR TO DEPUTY'S ARRIVAL. Please advise once the lockout is completed. If the lockout is unsuccessful please contact our office as soon as possible.****

Please respond to this email confirming there is no CFK Agreement in place and home has not been sold.

Thank you,

Sarah G. Harris

Evictions Paralegal – NM, TX & WA

Please note our address has changed:

9205 W. Russell Road, Suite 240

Las Vegas, NV 89148

Aldridge | Pite, LLP

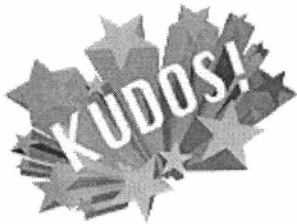
Main Office: 858-750-7600

Direct Dial: 702-267-9573

Direct Fax: 858-726-6293

sleikam@aldridgepite.com

If I provided great service, please give me a KUDOS by clicking on the KUDOS icon below!



From: Chavela valdez <realestatedesantafe@gmail.com>

Sent: Monday, April 24, 2023 1:49 PM

To: Sarah G. Harris <SLeikam@aldridgepite.com>

Subject: Re: Martinez, Marcelina / 0012867974 / 14 Camino De Paz, Santa Cruz, NM 87567

Scheduled for Friday at 10:00 a.m.

On Mon, Apr 24, 2023 at 1:45 PM Sarah G. Harris <SLeikam@aldridgepite.com> wrote:

Hello Chavela,

Have you heard from the Sheriff yet to schedule the Lockout?

Thank you,

Sarah G. Harris

Evictions Paralegal – NM, TX & WA

Please note our address has changed:

9205 W. Russell Road, Suite 240

Las Vegas, NV 89148

Aldridge | Pite, LLP

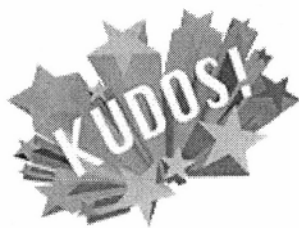
Main Office: 858-750-7600

Direct Dial: 702-267-9573

Direct Fax: 858-726-6293

sleikam@aldridgepite.com

If I provided great service, please give me a KUDOS by clicking on the KUDOS icon below!



From: Sarah G. Harris

Sent: Tuesday, April 18, 2023 11:28 AM

To: 'Chavela valdez' <realestatedesantafe@gmail.com>

Subject: RE: Martinez, Marcelina / 0012867974 / 14 Camino De Paz, Santa Cruz, NM 87567

You're welcome!

Thank you,

Sarah G. Harris

Evictions Paralegal – NM, TX & WA

Please note our address has changed:

9205 W. Russell Road, Suite 240

Las Vegas, NV 89148

Aldridge | Pite, LLP

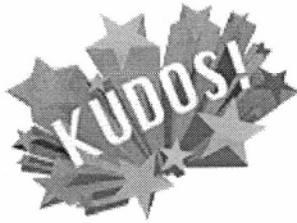
Main Office: 858-750-7600

Direct Dial: 702-267-9573

Direct Fax: 858-726-6293

sleikam@aldridgepite.com

If I provided great service, please give me a KUDOS by clicking on the KUDOS icon below!



From: Chavela valdez <realestatedesantafe@gmail.com>

Sent: Tuesday, April 18, 2023 11:25 AM

To: Sarah G. Harris <SLeikam@aldridgepite.com>

Subject: Re: Martinez, Marcelina / 0012867974 / 14 Camino De Paz, Santa Cruz, NM 87567

Thank you!

On Tue, Apr 18, 2023 at 12:17 PM Sarah G. Harris <SLeikam@aldridgepite.com> wrote:

Hello!

It was delivered to the Sheriff's office today:

DELIVERED

Tuesday

4/18/2023 at 11:09 am

Signed for by: T.PEREZ

↓ Obtain Proof of delivery

DELIVERY STATUS

Delivered ✓

Get Status Updates

Manage Delivery

Thank you,

Sarah G. Harris

Evictions Paralegal – NM, TX & WA

Please note our address has changed:

9205 W. Russell Road, Suite 240

Las Vegas, NV 89148

Aldridge | Pite, LLP

Main Office: 858-750-7600

Direct Dial: 702-267-9573

Direct Fax: 858-726-6293

sleikam@aldridgepite.com

If I provided great service, please give me a KUDOS by clicking on the KUDOS icon below!



From: Chavela valdez <realestatedesantafe@gmail.com>

Sent: Tuesday, April 18, 2023 9:52 AM

To: Sarah G. Harris <SLeikam@aldridgepite.com>

Subject: Re: Martinez, Marcelina / 0012867974 / 14 Camino De Paz, Santa Cruz, NM 87567

Hi Sarah, the Santaf Sherrif Dept. has not received "writ of assistance" on the eviction notice for this property. Please confirm that it was or will be mailed to 35 Camino Justico, Santa Fe, NM 87508 and there is a \$40 fee due in advance. Thank you please follow up on this matter and confirm with me.

On Mon, Apr 10, 2023 at 11:26 AM Chavela valdez <realestatedesantafe@gmail.com> wrote:

Thank you for the update. I will let you know as soon as the Santa Fe Sheriff office calls me.

On Mon, Apr 10, 2023 at 9:44 AM Sarah G. Harris <SLeikam@aldridgepite.com> wrote:

Good morning,

The Writ is being mailed to the Sheriff's office. They will be contacting you to schedule the Lockout. **You are required to advise my office of the Lockout date at least 24 hours prior to the Lockout Date.**

Please let me know as soon as you hear from the Sheriff.


Mark Reynolds

IN THE COURT OF APPEALS OF THE STATE OF NEW MEXICO

WELLS FARGO BANK, N.A., as
trustee on behalf of the holders of the
HARBORVIEW MORTGAGE LOAN
TRUST MORTGAGE LOAN PASS-
THROUGH CERTIFICATES, SERIES
2007-1,

Plaintiff-Appellee,

v.

MARCELINA MARTINEZ,

Defendant-Appellant.

No. A-1-CA-41039

Santa Fe County

D-101-CV-2013-00904

ORDER DISMISSING APPEAL AS MOOT

This matter has come before the Court on the Court's own motion. We note the following:

1. Defendant-Appellant Marcelina Martinez (Defendant) appeals from the district court's February 3, 2023 order denying her motion to reconsider the district court's order denying the motion to quash. [9 RP 2309-10] Defendant timely filed a notice of appeal on March 3, 2023 [10 RP 2404-05], and timely filed a docketing statement on April 3, 2023.

2. Generally, appellate courts will not decide moot cases. *Gunaji v. Macias*, 2001-NMSC-028, ¶ 9, 130 N.M. 734, 31 P.3d 1008. "A case is moot when no actual controversy exists, and the court cannot grant actual relief." *Id.* (internal

quotation marks and citations omitted). Nevertheless, our mootness doctrine requires us to determine whether to exercise our discretion to review moot cases that present “issues of substantial public interest or which are capable of repetition yet evade review.” *Id.* ¶ 10. An issue is capable of repetition yet evading review when it is likely to arise in a future controversy but unlikely to come before an appellate court. *Id.* ¶¶ 10-11. Our review of moot cases that raise an issue either of substantial public interest or capable of repetition yet evading review is discretionary. *See Cobb v. State Canvassing Bd.*, 2006-NMSC-034, ¶ 14, 140 N.M. 77, 140 P.3d 498 (noting that appellate courts “may review moot cases” that fall within at least one of the two exceptions).

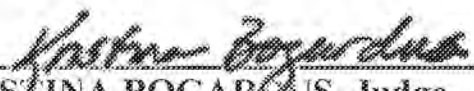
3. After the district court denied Defendant’s motion to reconsider the order denying her motion to quash writ of assistance, Plaintiff filed a motion to reissue the writ of assistance. [9 RP 2312-19] The district court reissued the writ on April 3, 2023. [10 RP 2479-80] Subsequently, on April 10, 2023, Defendant filed a motion to quash “reissued” writ of assistance. [10 RP 2482-99] Our review of the district court proceedings show that on August 8, 2023, Plaintiff filed a consolidated motion to (1) set a deadline to remove personal property or have personal property deemed abandoned and (2) reissue the writ of assistance. According to that motion, the reissued writ entered on April 3, 2023 was executed on April 28, 2023, and since

that date Defendant has moved back onto the property. Because the writ of assistance from which Defendant appeals has already been executed, any decision this Court may reach regarding the writ of assistance will have no practical effect.

4. We are not compelled to address the moot issues in Defendant's appeal because they do not present matters of substantial public interest, nor are they capable of repetition and evading review. Moreover, because we determine that any decision this Court may reach regarding the issues Defendant has raised with respect to the writ of assistance would be moot, we decline to exercise our discretion to review this case.

5. Finally, to the extent that Defendant raises the issue that the foreclosure sale was void, we note this matter is relevant to the district court's August 2021 order confirming sale, and is untimely. Defendant did not file a notice of appeal from this order and the time to do so has passed.

THE COURT THEREFORE ORDERS that Defendant's appeal is **DISMISSED** as moot.


KRISTINA BOGARDUS, Judge


JACQUELINE R. MEDINA, Judge

TRANSCRIPTION EXCERPTS FROM HEARING ON 10/5/2023, MOTION TO DISQUALIFY

Judge Biedscheid: [After calling the case and having parties state appearances, asking questions and making some statements]

07:05 I just can absolutely sincerely state, that uh, there, I know from my internal assessment, I have absolutely no bias towards anybody or against anybody in this matter ...

07:42: I have done the, I think, requisite soul-searching to see if that's true, that there is a bias, and there isn't. So then I get to the appearance and then I say what you're seeing too about being a potential witness, but let me ask, what ..testimony from me would be anticipated? ...I'm not clear on what sort of collateral attack on earlier judgments could be accomplished at this point. So let me hear what you think.

Martinez: ... [T]he issue is whether a sale actually occurred, whether consideration was paid, whether there was a true bid. The report of sale did not contain any evidence attached to it as required by the rule. I requested that evidence in numerous ways, through the same case. I asked for it from the court directly under the inspection of public records act. I asked for it in the case by a motion to compel the special master to provide that evidence and you did not issue an order on that motion, even though the opposing party...there was no response to it. So there is no evidence that a sale occurred. I also had to try to get it through IPRA so I filed a lawsuit under IPRA against the court and the special master to try to get this information. That's still pending. The judge appointed to that case is saying it's not subject to IPRA so I have not been freely given information that you relied upon to confirm a sale. The issue is what you relied upon to deem that the property was transferred. Because here's the issue, I was able to conduct discovery in that case, with the special master, and he has been unable to provide me any such evidence. Again, it's not finally adjudicated and by all appearances, again not finally adjudicated, there appears to be fraud in that case. And again, I requested and requested and requested and again, this is not under review here, but there's existing case law and it says, and it's *Muse v. Muse*, you can look it up, that basically says that one party should not have to rely on no evidence of a special master and should be able to review any evidence in order to be able to properly challenge it. Right now the testimony you have, or you should have, is the evidence that a sale actually occurred because you confirmed that sale even when there was no evidence attached to the report. And even when I requested it, and again, ad nauseum, requesting this evidence and, again, through discovery I'm finding that it does not exist. So that is where the bottom line is here, whether property was even conveyed. It is almost circumstantial to this present case, because this case does not involve the so-called plaintiff in that case. This case involves other people that

don't seem to have any involvement at all. So this is actually separate from that but it's circumstantial to what the defenses are. Does that make sense?

Judge: yes, my awesome legal response to that is kind of. I hear what you're talking about factually, and I must confess I've been giving the spinning wheels, I try to look at the underlying case. So typically, what happens, in these sorts of cases is, I make a ruling, or I confirm a sale and things like that and then there's an appeal if there's a concern about it and then the appeals court says, Biedscheid got it right, or Biedscheid got it wrong, and depending on what their view of that is, I would take up follow up proceedings or not. What I don't believe what I or any other judge can do, is take up testimony or elicit other facts related to whether or not a valid judgment was properly entered once the appellate proceedings are done. So that's what I'm trying to figure out what is happening in this other case, because.... I understand there are two issues in this case, you're focused on issues and actions taken in the other case and if I understand it, in this case the defendants are going to be saying, hey judge you entered a writ, you confirmed a sale that transferred title, and then we act on that and we get sued for doing that and then that's a follow up concern. What, I don't ... what testimony I could give other than my orders, uh which again, any judge would have to rely on. What other testimony are you expecting.

Martinez: The testimony of what you relied upon to issue those orders of the evidence. Because there has to be evidence. I mean, you don't issue orders without evidence, do you? Because that's essentially the question here. Was property actually conveyed, was there consideration paid, there's no evidence of that, and based on what I've obtained, it doesn't exist and it was done through fraud. A sale can be challenged for fraud, it can be reversed, even long after appeal. I mean, I couldn't have even challenged it through appeal because I didn't have the information. I'm only receiving it now. And the question here, again, I don't want to litigate this particular case right now because we're talking about whether or not you would be a material fact witness. And that's not even necessarily the issue. The issue is, are you going to be willing to look at everything when you're the one that confirmed the sale and it could potentially expose you to liability for confirming a sale that did not have any evidence to support it? Therein lies the issue. This is why it's a problem. I don't think you're trying to harm me, your honor, I don't think you're trying to do something wrong, necessarily, but self-preservation is a big big issue. So I believe that is why this rule is in place. You have, or you don't, have evidence, either way you are a material fact witness, whether or not you have the evidence and, again, I've already requested this evidence numerous times. And an order should not be issued without evidence period. Especially conveying someone's property and trying to remove them from it. That is due process, that's a constitutionally protected right. This is long standing case law that a person cannot be ejected from their property is actually litigated. I have a right to a trial by jury, that's under the 7th Amendment. I mean, there are a lot of implications here and it has not been finally litigated or adjudicated because title has not been litigated and that's, again, peripheral to this case. This case

has to do with whether the people that actually took possession of my property had any authority under the writ because ...and I brought this to your attention in the previous case. Wells Fargo Bank as Trustee is no longer doing those services and that ended in 2021 and this has not been litigated either. And there has been no evidence of any authority from Wells Fargo to allow anybody to do anything on its behalf. And there could not possibly be evidence since 2021 so there are lots of issues surrounding this case. But for the purposes of this present motion, even if you think you might not be biased and you are not inclined to be biased and you're a good man and you don't plan to be biased, there's a reason for this rule period. I understand, I mean, in some ways, your honor, I kind of want you in this case because you know what's going on in this case, but that's the whole point, you're not supposed to be. It's also considered ex parte. ...I can find that rule for you if you want, but I mean, you're the one that's bound to these rules so I think you should know this. A judge is not supposed to look at other cases to determine facts in the present case. That's considered ex parte. So there's just a lot of issues surrounding this that is a reason that this is a compulsory, "shall" disqualify.

Judge: Asks Ms. Casiano and Mr. Dickman.

Martinez: [Objecting] They took no position on this motion, they did not file a response, I'm not sure why they're being allowed to be given a response.

Judge: because I'm interested in their perspective on this.

Dickman: I didn't take a position on this motion but I would point out that from my client's perspective we have a dispositive motion pending, motion to dismiss based on absolute immunity and sovereign immunity. That motion is totally based on the pleadings and the record...

Acknowledges that if the court acts in complete absence of jurisdiction that absolute immunity may not apply.

Mr. Dickman states there is 40 years of case law that says the government is immune to a suit for trespass. Also states there is no other evidence that would be required to raise to support their defenses.

Casiano: Doesn't intend to call any witnesses and does not believe there is bias.

Martinez: There is decades of case law that states that a judge should disqualify even if there is no actual bias and even just a slight chance for bias. ... I know we are not here to argue the merits, but there actually is case law that allows a claim against a sheriff, sheriff's office for abuse of authority, which is even if the writ could be deemed facially valid. There was an abuse of authority. But the bottom line for this particular motion, your honor, is, all of the orders would be subject to appeal and reversal for a lack of due process for the potential for bias and for the fact that the rule actually would be violated because it's a "shall disqualify". That's a violation of due process.

That would make any orders void. It's a waste of our time. It's a waste of defendants' time, it's a waste of my time, it's a waste of the court's time. Because there would be no confidence that orders would be issued without bias. On either side.

Judge: one of the things I'm admittedly struggling with on this end is I agree with you that if I have personal knowledge of facts that are at issue in the matter, and I might be a witness, then I need to get out. What I'm struggling with I still can't figure out, I mean, A. I don't know any of the underlying facts. I was relying on what was presented to me, laws, statutes, rules, and the like, so I'm not clear what testimony I would have to offer that would make me a witness. And then 2, what I'm trying to figure out what is exactly still on appeal, what has been decided. To my knowledge, I don't have a stay or anything that would have made the writ improper. Again, what is still at issue in this matter related to the validity of the documents and what information is it I might be called to testify about.

Martinez: Here we are discussing the merits again. We're not trying to figure that out right now. The question is, when we do try to figure that out, is it proper for you to be the person to make that determination? And there's one other thing I want to mention about this that I mentioned before. I am not receiving any notices from your court. I didn't get a notice of hearing for this hearing, I had to go and dig it up and find it and I did not get a notice when you were assigned, when the initial judge was recused and for that reason I wasn't able to assert my peremptory excusal. I did it anyway when I discovered it, but it was untimely. There are so many issues. Again, I can't believe I'm having to explain this. There's, again, decades of case law that basically says, a judge shall disqualify, even if he has personal knowledge of a case, even if it's not about your writ. This is, I mean, I'm really kind of shocked that I'm having to explain this. I really am. Even just the slight appearance, and again, the bias isn't necessarily, when it's discussed in these cases, I've read lots and lots of cases about it, it's not necessarily talking about the judge was just being mean or something like that. It's about violating due process rights, it's about violating rules. It's about not sending notice when it should be sent, it's about not disqualifying when it should disqualify. And yes, there's issue with that writ. The writ itself was on appeal, and the plaintiff, and it wasn't even the plaintiff, because Wells Fargo doesn't exist anymore. The plaintiff sought an amended writ long after the deadline and while it was on appeal. It was an amended writ that it sought...and that writ was issued while it was on appeal. So there is a question as to whether there was jurisdiction and again, those are the merits of the case... The issue is if you make the determination that it was valid, how can we trust that that wasn't not a biased decision? Even if you make the determination that it was invalid because you don't want to be biased, that's the problem here. That is why judges are held to the code of judicial conduct, because they have to make a decision without any kind of external influence at all one way or the other or internal influence for that matter, that you want to do the right thing. That's also part of it and there's case law for that too but I didn't think I would have to bring that because, again, shall is compulsory.

Judge: Again, I do think it's important for you all to at least understand what I'm trying to balance here. I have a duty to hear cases, so that's a duty that I have, and I balance that against these other concerns, and the reasons I'm asking you about the bases for the other concerns is that it helps with the balancing, right? If it's just a concern about whether or not the writ was properly issued when there was appeal, then we can see if there was a stay. If there was no stay then it was, if there was a stay it wasn't. And any judge would do that same analysis. So in that case I think my duty to hear would override these other concerns. If there's some other component to this that I don't understand, that's why I keep asking. It isn't as straightforward as, someone claims that I should know something or that I do know something and I don't and that means I have to get out of the case. That would be a breach of my duty to hear it. So, just so you know, that's the internal analysis that's happening up here. While you consider that, let me just ask, so on your complaint in this matter, you put down your address as... care of PO Box 2077, Santa Cruz, New Mexico. I also note there is no zip code provided so what is the zip code.

Martinez: On the complaint there's not a zip code? It's 87567. I received the notice of recusal, but I never received the notice of reassignment.

Judge:

30:49 I guess my office did the research into the proper zip code... and has been using that zip code...

31:27 Anything else on this motion before I make a decision?

Martinez: No, I think that's all

Judge: Okay, at this point in the proceeding, I am not aware of what knowledge, facts, or any other basis for testimony I have that would actually make me a proper subject of the rule you have properly cited, about when I need to get out of a case. And, balancing that, unclear assertion against my duty to hear cases, I find that the duty to hear is paramount in this instance, and so I'm denying the motion to either disqualify or recuse, however you would put it. If, at some point in the future, that it is more apparent that there is something subjective or that I do have knowledge that might actually be elicited in this matter, then I can certainly revisit it... So on that basis the motion is denied.

33:23

-END OF HEARING ON MOTION FOR DISQUALIFICATION -

**FIRST JUDICIAL DISTRICT COURT
SANTA FE COUNTY
STATE OF NEW MEXICO**

MARCELINA MARTINEZ and GILBERT ROMERO, Plaintiffs, v. SAFEGUARD PROPERTIES MANAGEMENT, LLC, "Terry Doe," in his individual capacity and "vendor" to SAFEGUARD PROPERTIES MANAGEMENT, LLC; SANTA FE COUNTY SHERIFF'S OFFICE; STEPHEN ORR, in his capacity as Santa Fe County Deputy Sheriff; ADAN MENDOZA, in his capacity as Santa Fe County Deputy Sheriff; JOSE PUENTES, in his capacity as Santa Fe County Deputy Sheriff; REAL ESTATE DE SANTA FE, LLC, ISABEL "CHAVELA" VALDEZ, in her individual capacity and as a realtor for REAL ESTATE DE SANTA FE, LLC; CARLOS GRIEGO, in his individual capacity; JOHN DOES 1-5; and JANE DOES 1-5, Defendants.	Case No. D-101-CV-2023-01229 <i>[Assigned to Hon. Bryan Biedscheid]</i>
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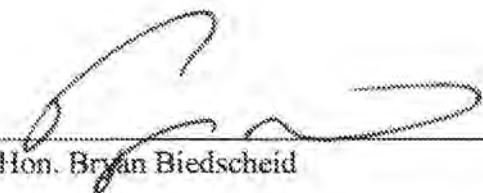
**ORDER DENYING MOTION TO COMPEL BRYAN BIEDSCHEID TO COMPLY
WITH SUBPOENA DUCES TECUM SERVED ON SEPTEMBER 29, 2023**

THIS MATTER having come before the Court December 13, 2023 on Plaintiffs' Motion to Compel Bryan Biedscheid to Comply with Subpoena Duces Tecum served on September 29, 2023, the Court having reviewed the pleadings, listened to argument of *pro se* parties and counsel, and being otherwise fully informed in the premises hereby FINDS and CONCLUDES that:

Aff. EXHIBIT P

1. Plaintiffs have not shown the existence of relevant facts of which the presiding judge has personal knowledge. Rather, the presiding judge's knowledge of the matters at issue is evidenced from documents in the court file.
2. As stated in *Cheeves v. Southern Clay, Inc.*, 797 F.Supp. 1570, 1582-83 (M.D. Ga. 1992), "sound policy considerations speak out loudly against compulsory discovery from the presiding judge. Embroiling the presiding judge in the adversarial process of any case is not only unseemly, it is calculated to give rise at the least to a resulting appearance of bias against the aggressor litigant although . . . that species of boot strap bias cannot be recognized, as a matter of law, as a disqualifying circumstance. To do so would simply invite manipulated harassment by any lawyer [or party] unscrupulous enough to willingly embark on a course of conduct designed to disqualify an otherwise impartial judge . . ."

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that the Motion is not well-taken and is hereby DENIED.



Hon. Bryan Biedscheid

PARTIES ENTITLED TO NOTICE:

Marcelina Yolanda Martinez
Gilbert Romero
PO BOX 2077
Santa Cruz, NM 87567
aequitasveritas777@gmail.com
Plaintiffs Pro Se

Michael Dickman
LAW OFFICE OF MICHAEL DICKMAN
PO BOX 549
Santa Fe, NM 87504
mikedickman@yahoo.com
*Attorney for Defendants Santa Fe County Board of
Commissioners, Santa Fe County Sheriff's Office,
Sheriff Adan Mendoza, Deputy Sheriff Stephen Orr,
and Deputy Sheriff Jose Puentes*

Isabel Valdez
34A CR 101B
Santa Fe, NM 87506
Defendant Pro Se

Carlos Griego
State Road 76 House 105
Truchas, NM 87578
Defendant Pro Se

Real Estate De Santa Fe, LLC
1301 S. St. Francis Dr, Suite D
Santa Fe, NM 87505

Wells Fargo Bank NA
2200 N. Main Street
Las Cruces, NM 88001

Courtney D. Casiano
11811 N. Tatum Blvd., Suite 3031
Phoenix, Arizona 85028
ccasiano@zelmserslich.com
Attorney for Defendant Safeguard Properties Management, LLC and Terry Yunie

FIRST JUDICIAL DISTRICT COURT
SANTA FE COUNTY
STATE OF NEW MEXICO

Marcelina Martinez,

Plaintiff,

v.

No. D-101-CV-2021-01403

NATIONAL SERVICES & INVESTIGATIONS, INC.,
DAVID WASHBURN acting as "Special Master",
and the FIRST JUDICIAL DISTRICT COURT

Defendants.

**DEFENDANTS' RESPONSES TO PLAINTIFF'S
FIRST REQUEST FOR PRODUCTION OF DOCUMENTS**

To: Marcelina Yolanda Martinez
PO Box 2077
Santa Cruz, NM 87567
505-672-8497
Aequitasveritas777@gmail.com
Plaintiff

COMES NOW, Defendants National Services & Investigations, Inc. and David Washburn, by and through its undersigned counsel of record, Rose L. Brand & Associates, P.C. (Elizabeth Dranttel) and hereby provides its Response to Plaintiff, Marcelina Martinez's First Request for Production of Documents as follows:

REQUEST FOR PRODUCTION OF DOCUMENTS

1. Produce the order appointing David Washburn as special master by the Court in Case no. D-101-CV-2013-00904.

RESPONSE: Defendant objects to this Interrogatory because the requested information is publically available for the Defendant to access. Notwithstanding this objection, please see attached filed Notice of Sale and the Notice of Substitution of Special Master, attached herein as Exhibits "A" and "B."

2. Produce the document containing a power of attorney appointment of David Washburn pursuant to NMSA 1978 § 47-1-7 to convey property claimed to be subject to Case no. D-101-CV-2013-00904.

RESPONSE: Defendants have no documents responsive to this request.

3. Produce the document showing the accounting for the sales transaction that occurred on 3/3/2021 at or about 10:00 AM on the steps of the First Judicial District Courthouse pertaining to case no D-101-CV-2013-00904.

RESPONSE: Defendants object to this Request as the accounting for the sale conducted on 3/3/21 is not within the control or custody of Defendants and is instead in the control or custody of Plaintiff in Case No. D-101-CV-2013-00904. Notwithstanding and without waiving the objection, attached please find the bid instructions for Plaintiff received by Defendants, attached hereto as Exhibit "C."

4. Produce the document showing how the amounts detailed in the "Report of Special Master" filed into case D-101-CV-2013-00904 on 3/4/2021 were determined.

RESPONSE: Defendants object to this request as it is irrelevant and not reasonably calculated to lead to the discovery of admissible evidence in this case and is not within the Inspection of Public Records Act. Plaintiff also objects to this Request to the extent it calls for confidential, proprietary and/or trade secret information. Defendants are not the attorney firm that handled the foreclosure matter and therefore do not have access information outside of what is included in Exhibit "C," as it is not in the custody or control of Defendants. Defendants also object to this Request as all actions taken in the foreclosure Case No. D-101-CV-2013-00904 have been ratified and approved by the Court and cannot be challenged collaterally in this action. Please refer to filed pleadings for any breakdown of amounts in the Judgment and Order Confirming Sale.

5. Produce the document showing payment to David Washburn for services rendered as "special master" for case no D-101-CV-2013-00904.

RESPONSE: See the invoice marked paid, attached hereto and incorporated herein as Exhibit "D."

6. Produce the document showing the accounting of the final settlement amount for judgment in case D-101-CV-2013-00904.

RESPONSE: Defendants object to this Request as vague, ambiguous, overbroad and unduly burdensome in that it seeks information that is neither relevant to this litigation nor likely to lead to the discovery of admissible evidence and is not covered under the Inspection of Public Records Act. Further, Defendants object to this Request as they did not file the foreclosure suit and were only involved in the suit as a Special Master and therefore do not have access to this information as it is not in the custody or control of Defendants. Defendants also object to this Request as all actions taken in the foreclosure Case No. D-101-CV-2013-00904 have been ratified and approved by the Court and cannot be challenged collaterally in this action. Please refer to filed pleadings in the foreclosure case for any breakdown amounts.

7. Produce the document showing proof of payment pursuant to the "Report of Special Master" in case no D-101-CV-2013-00904, which states, "whereupon your

Special Master sold said property to the said highest bidder for said sum."

RESPONSE: Please see attached sales results correspondence, attached hereto and incorporated herein as Exhibit "E." Pursuant to the entered foreclosure Judgment, paragraphs QQ and SS, Plaintiff is entitled to bid its judgment amount in lieu of cash.

8. Produce the document that shows the specific distribution of the funds received by David Washburn acting as "special master" in case no D-101-CV-2013-00904 according to the amounts listed in the "Report of Special Master".

RESPONSE: Defendants assert that no sale proceeds were received by them since the Plaintiff in the foreclosure matter was entitled to apply its bid amount to its Judgment. The application of sale proceeds is directed by the Court in the Order Confirming Sale, attached hereto as Exhibit "F."

9. Produce the document setting the Special Master's fee of \$269.00 in case no D-101-CV-2013-00904.

RESPONSE: See Exhibit "F."

10. Produce the documents provided by NSI and/or David Washburn to other parties in response to all Inspection of Public Records Act (IPRA) requests relating to foreclosure sales conducted by David Washburn acting as "special master".

RESPONSE: Defendants object to this Request as vague, ambiguous, overbroad and unduly burdensome in that it seeks information that is neither relevant to this litigation nor likely to lead to the discovery of admissible evidence and is not covered under the Inspection of Public Records Act as it relates to "other parties". Notwithstanding and without waiving said Objection, see attached Inspection of Public Records Act request email, attached hereto and incorporated herein as Exhibit "H."

11. Produce the documents provided by NSI or any of its employees in response to all Inspection of Public Records Act requests relating to foreclosure sales conducted by employees of NSI acting as "special master".

RESPONSE: Defendants object to this Request as vague, ambiguous, overbroad and unduly burdensome in that it seeks information that is neither relevant to this litigation nor likely to lead to the discovery of admissible evidence and is not covered under the Inspection of Public Records Act as it relates to "other parties". Notwithstanding and without waiving said Objection, see attached Inspection of Public Records Act request email, attached hereto and incorporated herein as Exhibit "G."

12. Produce the documents showing payment to NSI in association with case no. D-101-CV-2013-00904.

RESPONSE: See Exhibit "D."

Respectfully submitted,

ROSE L. BRAND & ASSOCIATES, P.C.

By 

ELIZABETH DRANTTEL

Attorney for Defendants

7430 Washington Street, NE

Albuquerque, NM 87109

Telephone: (505) 833-3036

Elizabeth.Dranttel@roselbrand.com

EXHIBIT LIST

Exhibit "A"	Filed Notice of Sale
Exhibit "B"	Filed Notice of Substitution of Special Master
Exhibit "C"	Plaintiff's Bid amount
Exhibit "D"	Paid Invoice
Exhibit "E"	Sale Results, Attendee Information, Highest Bid
Exhibit "F"	Order Confirming Sale
Exhibit "G"	Order Denying Defendant's Motion to Strike
Exhibit "H"	Correspondence to David Washburn
Exhibit "I"	Foreclosure Judgment



From: Krista Jones <Kjones@tblaw.com>
Sent: Tuesday, March 2, 2021 1:40 PM
To: David Washburn; Sales
Cc: Deborah A. Nesbitt
Subject: Bid for Marcelina Martinez sale tomorrow

David, please note that the borrower in this case is a very litigious pro se defendant and may appear at the sale. Please announce at the start of the sale: "There is a 'Motion to Set Aside Judgment on Mandate to District Court, Motion to Strike and Motion to Dismiss' pending in this case.

Please bid \$702,000.00

For 3rd party sales:

Funds must be received by Plaintiff's attorney's office by 2:00 p.m. on the day of the sale.

Thanks,
Krista Jones | Paralegal | 505-248-2400



1700 Louisiana Blvd NE, Suite 300 | Albuquerque, NM 87110
P 505-248-2400 | F 505-254-4722
KJones@tblaw.com | [Website](#)

Offices: Alabama | Arizona | California | Florida | Nevada | New Mexico

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National Service & Investigations, Inc.
8100 Wyoming Blvd NE Suite M4 Box 272
Albuquerque, NM 87113 US
505-318-0300
jcolumb@nsi.legal

Invoice

**BILL TO**

Tiffany & Bosco, P.A.
Seventh Fl. Camelback Esplanade II
2525 E. Camelback Road
Phoenix, AZ 85016

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
03-2021-005	03/03/2021	\$0.00	04/02/2021	Net 30	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
03/03/2021	Special Master	Receive Bid Instructions from client, proof all documentation as needed, Schedule and Conduct Foreclosure Sale of Property in (Santa Fe) County, Prepare all needed sales documentation and deeds for client. 14 Camino de P Santa Cruz, M TIFFANY & BOSCO FORECLOSURE SALE: WFB v. Martinez, Marcelina, et al. (D-101-CV-2013-00904) T&B # 19-60320	1	250.00	250.00T

Thank you for your business!

SUBTOTAL	250.00
TAX	19.69
TOTAL	269.69
PAYMENT	269.69
BALANCE DUE	\$0.00

From: David Washburn
Sent: Wednesday, March 3, 2021 11:10 AM
To: Krista Jones; Sales
Cc: Deborah A. Nesbitt
Subject: SALE RESULT Marcelina Martinez sale
Attachments: SF sign-in sheet 3-3-21.pdf

Importance: High

Please be advised that the Foreclosure Sale in the above-referenced case was conducted today, **March 3, 2021, at 10 am, in Santa Fe County.**

The results are as follows:

Winning bidder: Wells Fargo Bank, NA

Winning bid amount: \$702,000.00

Number of attendees: (3)

3rd Party Bidder (Y/N): No

Sign-in sheet is attached

From: Krista Jones [mailto:Kjones@tblaw.com]
Sent: Tuesday, March 02, 2021 1:40 PM
To: David Washburn <dwashburn@nsi.legal>; Sales <sales@nsi.legal>
Cc: Deborah A. Nesbitt <dan@tblaw.com>
Subject: Bid for Marcelina Martinez sale tomorrow

David, please note that the borrower in this case is a very litigious pro se defendant and may appear at the sale. Please announce at the start of the sale: "There is a 'Motion to Set Aside Judgment on Mandate to District Court, Motion to Strike and Motion to Dismiss' pending in this case.

Please bid \$702,000.00

For 3rd party sales:

Funds must be received by Plaintiff's attorney's office by 2:00 p.m. on the day of the sale.

Thanks,
Krista Jones | Paralegal | 505-248-2400



1700 Louisiana Blvd NE, Suite 300 | Albuquerque, NM 87110
P 505-248-2400 | F 505-254-4722
KJones@tblaw.com | [Website](#)

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FORECLOSURE SALE ATTENDANCE

Sale date: 3-3-21

[illegible]



From: Jason Chism <JChism@tblaw.com>
Sent: Friday, January 22, 2021 10:40 AM
To: David Washburn
Cc: Deborah A. Nesbitt; Krista Jones
Subject: WELLS FARGO BANK v. MARCELINA Y. MARTINEZ / D-101-CV-2013-00904 SANTA FE COUNTY
Attachments: JUDGMENT In Rem Judgment, Decree of Foreclosure and Order of Sale filed 8-22-16 hmo.pdf; Filed Ntc of Sub of SM 1-20-21-1.pdf; Filed Notice of Sale 1-20-21-2.pdf

Our file # 19-60320

Attached for your information, please find a conformed copy of the In Rem Judgment, Decree of Foreclosure, and Order of Sale along with a copy of the Notice of Sale and Notice of Substitution of Special Master. Please note that the sale has been scheduled for March 3, 2021 at 10:00 a.m., dan@tblaw.com or KJones@tblaw.com will be providing you with bidding instructions prior to the sale.

Thanks,

Jason R. Chism | Paralegal | 505.248.2400



1700 Louisiana Blvd. NE | Suite 300 | Albuquerque, NM 87110
P 505.248.2400 | F 505.254.4722
jchism@tblaw.com | [Website](http://tblaw.com)

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From: Felicia Montoya <fmontoya@nsi.legal>
Sent: Thursday, January 14, 2021 3:48 PM
To: Jason Chism <JChism@tblaw.com>; Sales <sales@nsi.legal>
Subject: RE: sale date confirmation needed / WELLS FARGO BANK v. MARCELINA Y. MARTINEZ / D-101-CV-2013-00904 SANTA FE COUNTY

Correction:

Mr. Washburn is available for both sales on 3/3/2021 in Santa Fe County.

Sorry about that.

FELICIA A. MONTOYA

Office Manager

8100 Wyoming Blvd. NE

Suite M-4, Box 272

Albuquerque, NM 87113

Phone: 505-318-0300

Direct Line: 505-257-4463

Direct Email: Fmontoya@nsi.legal



From: Jason Chism [<mailto:JChism@tblaw.com>]

Sent: Thursday, January 14, 2021 3:47 PM

To: Felicia Montoya <fmontoya@nsi.legal>; Sales <sales@nsi.legal>

Subject: RE: sale date confirmation needed / WELLS FARGO BANK v. MARCELINA Y. MARTINEZ / D-101-CV-2013-00904
SANTA FE COUNTY

3/3/21 ?

From: Felicia Montoya <fmontoya@nsi.legal>

Sent: Thursday, January 14, 2021 3:46 PM

To: Jason Chism <JChism@tblaw.com>; Sales <sales@nsi.legal>

Subject: RE: sale date confirmation needed / WELLS FARGO BANK v. MARCELINA Y. MARTINEZ / D-101-CV-2013-00904
SANTA FE COUNTY

Mr. Washburn is available for both sales on 3/1/2021 in Santa Fe County.

FELICIA A. MONTOYA

Office Manager

8100 Wyoming Blvd. NE

Suite M-4, Box 272

Albuquerque, NM 87113

Phone: 505-318-0300

Direct Line: 505-257-4463

Direct Email: Fmontoya@nsi.legal



From: Jason Chism [<mailto:JChism@tblaw.com>]

Sent: Thursday, January 14, 2021 3:26 PM

To: Sales <sales@nsi.legal>; Felicia Montoya <fmontoya@nsi.legal>

Subject: RE: sale date confirmation needed / WELLS FARGO BANK v. MARCELINA Y. MARTINEZ / D-101-CV-2013-00904

SANTA FE COUNTY

Importance: High

I have another sale for 3/3/21, please confirm both

DITECH FINANCIAL LLC v. JAY D. HUGHES / D-101-CV-2019-02505 SANTA FE COUNTY

Thanks

From: Jason Chism

Sent: Thursday, January 14, 2021 2:24 PM

To: Sales <sales@nsi.legal>; Felicia Montoya <fmontoya@nsi.legal>

Subject: sale date confirmation needed / WELLS FARGO BANK v. MARCELINA Y. MARTINEZ / D-101-CV-2013-00904

SANTA FE COUNTY

Importance: High

Please advise if Mr. Washburn is available to hold a sale on 3/3/21 at 10:00 AM

Thanks,

Jason R. Chism | Paralegal | 505.248.2400



1700 Louisiana Blvd. NE | Suite 300 | Albuquerque, NM 87110

P 505.248.2400 | F 505.254.4722

jchism@tblaw.com | [Website](http://tblaw.com)

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The office of **Tiffany & Bosco, P.A.** will be closed on **Monday, January 18, 2021** in observance of the Martin Luther King holiday. Our offices will reopen on **Tuesday, January 19, 2021.**

We wish you and your family an enjoyable holiday.

**Defendants David Washburn and NSI Discovery Response Relevant Excerpts
D-101-CV-2021-01403 Associated with D-101-CV-2013-00904**

David Washburn:

Interrogatory No. 6: Identify and describe specifically the laws applicable to special masters when conducting a foreclosure sale. Describe in detail and reference the appropriate statutes giving special masters authority to sell property through foreclosure and the specific steps required for the sale. Explain in detail what type of action is a foreclosure sale and under what branch of government and department it is conducted.

RESPONSE: Defendant asserts that the applicable rule related to foreclosure sales filed in District Courts, is NMRA 1-053. The Judge has the discretion to set forth any Order, the actions the Special Master must take and the terms of the sale. A foreclosure suit is an equitable action and the Court determines the requirements for the sale. The sale is not conducted “under” a branch of government, other than through Court Order in a foreclosure suit.

Interrogatory No. 18: Please explain, with particularity, where or from whom you obtained the breakdown of amounts detailed in the “Report of Special Master” filed into case D-101-2013-00904 and how those amounts were calculated.

RESPONSE: Defendant asserts that all amounts were obtained from the Plaintiff in case no D-101-CV-2013-00904 and from the Judgment.

INTERROGATORY NO 24: In your response to Plaintiff’s first set of interrogatories, number 6, which provides, “Identify and describe specifically the laws applicable to special masters when conducting a foreclosure sale. Describe in detail and reference the appropriate statutes giving special masters authority to sell property through foreclosure and the specific steps required for the sale. Explain in detail what type of action is a foreclosure sale and under what branch of government and department it is conducted. You responded, “Defendant asserts that the applicable rules related to foreclosure sales filed in District Courts, is NMRA 1-053.” This is the only authority you provided in response to this interrogatory. However, in response to Plaintiff’s second request for admissions, number 53, you denied that, “The only ‘law’ applicable to special master foreclosure sales is Rule 1-053. Explain, in detail, as originally requested, *all* laws, statutes, codes, rule and regulations giving special masters authority to sell property through foreclosure and those prescribing the steps required for the sale.

RESPONSE: Defendant objects that this question has been asked and answered in discovery. Subject to and without waiving such objection, Defendant asserts that the applicable rule related to foreclosure sales filed in District Courts, is NMRA 1-053. The Judge has the discretion to set forth any Order, the actions the Special Master must take and the terms of the sale. A foreclosure suit is an equitable action and the Court determines the requirements for the sale. The sale is not conducted “under” a branch of government, other than through Court Order in a foreclosure suit.

NSI:

Interrogatory No. 21: Describe with particularity which portions of Rule 1-053 are applicable to foreclosure sales conducted by special masters employed with NSI.

RESPONSE: Defendant asserts that the Rule 1-053 NMRA is entirely applicable to foreclosure sales conducted by special masters throughout the state of New Mexico. The Judge has the discretion to set forth any Order, the actions of the Special Master must take and the terms of the sale within the requirements of Rule 1-053.

Interrogatory No. 22: In your response to my first request for production, number 29 "Produce the documents containing communications from the plaintiff or its attorneys in case no D-101-CV-2013-00904 providing instruction or direction to David Washburn for conducting the foreclosure sale" you referenced Exhibits C, D, E, G and H. Exhibit C is titled "Plaintiff's Bid amount" in your Exhibit list and is an email from Krista Jones of Tiffany & Bosco. In response to my second requests for admission, number 29, you deny that, "The bid in case D-101-CV-2013-00904 was made through the email called Exhibit C of your response to Plaintiff's First Request for Production." Explain, in detail, how the bid was made in that case.

RESPONSE: Defendant objects to this interrogatory as a compound request that is vague, ambiguous and unduly burdensome in that it seeks information that is neither relevant to this litigation nor likely to lead to the discovery of admissible evidence. *See* Rule 1-026 NMRA. Subject to and without waiving such objection, the email provided as Exhibit "C" titled "Plaintiff's Bid amount" was the creditor bid amount authorizing the bid amount at the special master's sale. The bid itself at the sale was not made through email.

Admissions:

28. NSI employees draft documents called "Special Master's Deed".

Admit Deny __X__

Typically, a Special Master's Deed is drafted by the Plaintiff in a foreclosure matter.

34. A foreclosure sale involves conveyance of title to property.

Admit __X__ Deny ____

The foreclosure sale itself does not convey title to property. Only after the Court enters an Order Confirming or Approving the Sale, and the Special Master's Deed or Sheriff's Deed is recorded, is there a conveyance of title.

43. Special masters employed by NSI are subject to Rule 1-053 NMRA.

Admit ___X___ Deny ___

11. You have no documents showing any accounting for the sales transaction that occurred on 3/3/2021 related to case D-101-CV-2013-00904 except what was produced in your response to Plaintiff's First Request for Production.

Admit ___X___ Deny ___

23. Paragraph MM of the "General Conclusions of Law" on page 16 of the In Rem Judgment, Decree of Foreclosure, and Order of Sale produced as Exhibit I in your response to Plaintiff's First Request for Production states "that the trust is entitled to an in rem

judgment against the Martinez's, in the total sum of \$492, 890.23."

Admit ___X___ Deny ___

25. The Notice of Sale produced as Exhibit A to your response to Plaintiff's first Request for Production of Documents contains a sentence that states, "The Plaintiff's Judgment, which includes interest and costs, is \$617, 126.09 and the same bears interest at 3.3750% per annum from May 30, 2015 to the date of sale" on page 2.

Admit ___X___ Deny ___

45. NSI special masters are required to uphold the integrity and independence of the judicial branch.

Admit ___ Deny ___X___

3. David Washburn consults a Certified Public Accountant to ensure amounts calculated for notices of sale are accurate.

Admit ____ Deny X

4. David Washburn is not a Certified Public Accountant.

Admit X Deny ____

5. David Washburn drafts Notices of sale.

Admit ____ Deny X

Usually the Plaintiff will draft the Notice of Sale and send to David Washburn.

10. David Washburn drafts Reports of Special Master.

Admit ____ Deny X

15. David Washburn drafts Special Master's Deeds.

Admit ____ Deny X

Usually the Plaintiff of the case will prepare the Special Master's Deed.

22. David Washburn drafted the Notice of Sale in case D-101-CV-2013-00904.

Admit ____ Deny X

23. David Washburn edited the Notice of Sale in case D-101-CV-2013-00904.

Admit ____ Deny X

No edits were required.

27. David Washburn drafted the Report of Special Master in case D-101-CV-2013-00904.

Admit ____ Deny X

28. David Washburn edited the Report of Special Master in case D-101-CV-2013-00904.

Admit ____ Deny X

No edits were required.

32. David Washburn drafted the Special Master's Deed in case D-101-CV-2013-00904.

Admit ____ Deny X

52. Exhibits D and E to your response to Plaintiff's First Request for Production are the only documents used by NSI and David Washburn to show accounting for the sales transaction that occurred on 3/3/21 at or about 10:00 AM on the steps of the First Judicial District Courthouse related to case no D-101-201300904.

Admit X Deny ____

53. Proof of payment pursuant to the Report of Special Master in case D-101-201300904 as requested in Plaintiff's First Request Production of Documents number 7 are Exhibits D and E to your response to Plaintiff's First Request for Production.

Admit X Deny ____