

**COURT OF APPEALS OF GEORGIA**  
**DOCUMENT RETURN NOTICE FOR BRIEFS OR MOTIONS**

September 28, 2015

**To:** Ms. Ada Hart Peterson, 1951 Falls Street, Niagra Falls, New York 14303

**Docket Number:** A16A0115      **Style:** Ada Hart Peterson v. Bank of America

Your document(s) is (are) being returned for the following reason(s).

1.  Your Appellant's Brief, was not accompanied by the statutory filing fee (\$300.00 civil; \$80.00 criminal \*Effective July 1, 2009) or a sufficient pauper's affidavit. OCGA§5-6-4 and Rule 5 **Please be advised that your pauper's affidavit should be notarized by a notary public.**
2.  A Request for Oral Argument must be filed as a separate document. Rule 28 (a) (3)
3.  Your document(s) was (were) not signed by counsel (No signatures with expressed permission are permitted). Rule 1 (a)
4.  **No Certificate of Service accompanied your document(s). Rule 6**
5.  **A Certificate of Service must include the complete name and mailing address of each opposing party. Rules 1(a) and 6**
6.  There were an insufficient number of copies of your document. Rule 6.
7.  Your document exceeds page limits. Rules 24 (f) and 27 (a)
8.  Your document was submitted without permission to file (supplemental brief or second motion for reconsideration). Rules 27 (a) and 37 (d)
9.  Letter briefs and letter cites are not permitted. Rule 27 (b)
10.  Your request for court action must be submitted in motion form. Rule 41 (a) I have enclosed a copy of the Rules of the Court of Appeals of Georgia for your review.
11.  Your motions were submitted in an improper form (joint, compound or alternative motions in one document). Rule 41 (b)
12.  Type was on both sides of the paper; type font was smaller than 10 characters per inch; and/or the type was not double-spaced. Rules 1(c), 37(a) and 41(b).
13.  The pages were not sequentially numbered with arabic numerals. Rule 24 (e)
14.  Case and/or record citations were not made in the proper form. Rules 24 (d) and 25 (c) (2)
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17.  The Motion to Supplement has not been granted.
18.  **Other: Enclosed, please find a copy of the Court's Rules and Citizen's Guide.**

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4.  No Certificate of Service or an improper Certificate of Service accompanied your document(s). Rule 6
5.  Your Certificate of Service did not include the complete name and mailing address of each opposing counsel and pro se party. Rules 1(a) and 6. You should provide a copy of your filing to the District Attorney and include his/her name and address on your Certificate of Service.
6.  There were an insufficient number of copies of your document. Rule 6.
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IN THE COURT OF APPEALS GEORGIA STATE

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DOCKET NO. A16A0115

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**ADA HART PETERSON, pro se**  
(Third Party to Legal Action)

Appellant,

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**BANK OF AMERICA, N.A. SUCCESSOR**  
**BY MERGER TO BAC HOME LOANS**  
**SERVICING, FKA COUNTRYWIDE**  
**HOME LOAN SERVICING INC**

Appellee,

---

**Attorney for Appellee**

Fidelity National Law Group  
Co: Michael Cotton, Georgia Bar, No. 909744  
Georgia No. 100494  
4170 Ashford Dunwoody Road, Suite 460  
Atlanta, Georgia 30319

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CLAYTON COUNTY SUPERIOR COURT  
9151 TARA BOULEVARD  
JONESBORO, GEORGIA 30236

**THE HONORABLE JUDGE ALBERT B. COLLIER**

**Case No. 2013-CV-03380-05**

FILED IN OFFICE

SEP 25 2015

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JONESBORO, GEORGIA

**IN THE APPEAL COURT OF GEORGIA DIVISION**

**CERTIFICAT OF SERVICE**

I Appellant Ada Hart Peterson do hereby certify that a true and correct copy of the foregoing has been furnished by Michael J. Cotton (matter of service by U.S.

Certified Mail) on this day 23 of September 2015 to:

FIDELITY LAW GROUP  
4170 ASFHORD DUNWOODY ROAD  
SUITE 460  
ATLANTA, GEORGIA 30319

Date

9/23/15

Signature

Ada Hart Peterson

ADA HART PETERSON  
1951 FALLS STREET  
NIAGARA FALLS, NEW YORK  
14303  
(404) 519-3104

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- 3) Lawyers Title Insurance Corp. v. MHD Corp., Ohio Court of Appeals, No. E-10-007, October 22, (2010)

Section 3

**STATUTES AND OTHER AUTHORITIES**

**U.S. Constitution Bill of Rights**

**Amendment VII**

[In suits at common law, where the value in controversy shall exceed twenty dollars, the right of trial by jury shall be preserved and no fact tried by a jury, shall be otherwise reexamined in any Court of the United States, than according to the rules of the common law].

**Amendment XIV**

[No state shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any state deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws].

**Federal Rules of Civil Procedure: Trials, Title VI (a)(b)(1) Rights Reserved**

(a)[The right of trial by jury as declared by the Seventh Amendment to the Constitution, or as provided by a federal statute-is preserved to the parties inviolate]

(b)[Demand, on any issue triable of right by a jury, a party may demand a jury trial by]

(1)[Serving the other parties with a written demand -which may be included in a pleadings-no later than 14 days after the last pleading directed to the issue is served]

a) Georgia Negligence Law: [o.c.g.a.51-12-33(f2) (g)]

[iii]

(f2) [**Negligence:** Where Fault is assessed against nonparties pursuant to the Code Section, finding of fault shall not subject any nonparty to liability in any action or be introduced as evidence of liability in any action]

(g) [Notwithstanding the provisions of this code section and any other provision of the law which might be construed to the contrary, Plaintiff shall not be entitled to receive on damages the Plaintiff is 50 percent or more responsible for the injury or damages claim.]

b) TITLE 10 COMMERCE AND TRADE

Georgia Fraud or Deceit unlawful; adoption of rule Law [o.c.g.a.10-5-51(2)]

(2) [To engage in act, or practice or course of business that operate or would operate as a fraud or deceit upon another person]

b) Georgia Rule 6.4(b) Failure to make Discovery and Motion to Compel Discovery

[**Georgia Rule 6.4 (b):** Prior to filing any motion seeking resolution of a discovery dispute, counsel for the moving party shall confer with counsel for the opposing party in a good faith effort to resolve the matters involved. At the time of filing the motion, counsel shall also file a Statement certifying that such conference has occurred and that the effort

to resolve by agreement the issues raised failed. This rule also applies to motions to quash, motions for protection order and cases where no discovery has been provided]

d) Georgia Law [24-5-4] Best evidence of writing to be produced or accounted for

[Written evidence of a writing is considered of higher proof than oral evidence. In all cases where the parties have reduced their contract, agreement, or stipulation to writing and have assented thereto, such writing is the best evidence of the same]

e) Georgia Law [44-14-5(a)] Practices prohibited in connection with certain residential real estate transactions

[(1) "Borrower" means a person who has secured an indebtedness with a security interest in real property or a person who has taken an interest in real property subject to an outstanding security interest in the real property and has notified the holder of the security interest that he has taken the real property and assumed the indebtedness secured by the real property]

f) Georgia Assignment of choses in action arising upon Contracts Law [o.c.g.a.44-12-22]

[Except as may be otherwise provided in Title 11, all choses in action arising upon contract may be assigned so as to vest the title in the assignee, but he takes it, except negotiable instruments subject to the equities existing between the assignor and debtor at the time of the Assignment and until notice of the assignment is given to the person liable]

g) Georgia Law Theft by Deception [o.c.g.a.16-8-3(a)]

[a person commits the offense of theft by any deceitful means or artful practice with the intention of depriving the owner of the property].

**STATEMENT OF JURISDICTION**

This court has jurisdiction over this matter under 28 U.S.C. 1332(a) because Appellee and Appellant are citizens of different states- Appellee is a resident of Georgia and the Appellant is of New York and the amount in controversy exceeds \$75,000, because Appellee is seeking to recover \$160,741.93 from Appellant interest in subject property. This District Court is proper when: violation of Appellant constitutional rights to equal protection of the Law and by demanding for Trial by Jury. U.S. Constitutional Bill of Rights [Article III, section 2, Amendment VII and XIV]. Also violated Georgia Deprivation of property without due process of law under both the Georgia and Federal Constitutions; a violation of the Georgia [o.c.g.a.48-13-9(a)].

Venue is proper in this court under 28 U.S.C. 1391(b) because the Appellee does business in Georgia and its registered agent for services is located in Atlanta, Georgia in the Southern District of Georgia. On December 15, 2014 the district court granted Appellee's Motion for Judgment on Pleadings and entered December 15, 2014, Appellant timely filed its Notice of Appeal in the District Court' January 14, 2015. Fed. R. App. P. 4(a) (civil appeals must be filed within 30 days after entry of the order appealed from).

This court has jurisdiction over the appeal under 28 U.S.C. 1291 because an order granting a party's Motion for Judgment on Pleadings is an appealable final decision. See, *Catlin v. United States*, 324, U.S.C. 229, 233 (1945) for purpose of 28 U.S.C. 1291, a final decision is one that "ends the litigation on the merits and leaves nothing for the court to do but execute the judgment").

Deprivation of property without due process of law under both the Georgia and Federal Constitutions; a violation of the Georgia [o.c.g.a.48-13-9(a)]

*Lois Hart Peterson*

Section I

**FACTS**

A) The Final Ruling in case # 2013-CV-03380-05 filed on July 26, 2013[Index to Record, line 2 of (44 pages)] Asking for Reformation, Equitable Subrogation and Declaratory Judgement violated Georgia Law [o.c.g.a.16-8-3(a)] Bank of America alleged on line 16, no. 4 in Its Complaint:

“Due to mutual mistake of parties, Ada Hart Peterson was not a signatory to the Security Deed even though the vesting Deeds name her as Grantee”.

Based on this misrepresentation of County Records, (BOA) acknowledge that Security Deeds do not include Ms. Peterson as Grantee and cannot be reformed. **EXHIBIT B AND EXHIBIT G** from (BOA) Complaint is proof that Ada Hart Peterson was never a Grantee of any Security Deeds. [Index to Record, line 2 of (44 pages), 07/26/2013, 5-48]

B) No. 19, page 4 of (BOA) Complaint states:

“By this action, Plaintiff seeks to reform the Security Deed to include Ada Hart Peterson as a signatory to the Security Deed, effective as of August 22, 2007. Plaintiff also seeks a declaratory judgment that the Security Deed is a legally enforceable first priority security interest in the Property as of the day the Security Deed was recorded”, October 25, 2007. A violation of Georgia Law [o.c.g.a.44-14-61]

“Provides that “[i]n order to admit deeds to secure debt to record, they shall be attested or proved in the manner prescribed by law for mortgages.” [o.c.g.a.44-14-33] provides the law for attesting mortgages.

C) Ms. Peterson is not Borrower or Grantee of any County Security Deed.

D) Line 25 in (BOA) Complaint filed 07/26/2013,

“Plaintiff would not have agreed to the Transaction without both Ada Hart Peterson and Oliver Peterson pledging their interest in the Property as security for the Note”.

E) Then (BOA) goes on to make a false statement to the facts,

“This was known to Ada Hart Peterson and Oliver Peterson and the omission of Ada Hart Peterson’s signature on the Security Deed was the result of the parties’ mutual mistake”

F) The true meaning to what (BOA) is telling this court is

“Yes, (BOA) made the mistake and our insurer did not do a title search on the property before encumbrance and conveying with Mortgage Electronic Register Systems (MERS) 2008”.

G) Because Bank of America did not account for the interest of Ada Hart Peterson in the property title: “we now seek to hold her liable for a mortgage agreement enter between Oliver Peterson and (MERS) 2007, a nominee for Countrywide Home Loans, by any means necessary”.

## Section II

### **STATEMENT OF ISSUES IN BREIF**

On July 26, 2013, Appellee Bank of America (BOA) filed a law suit against Ada Hart Peterson and all Known and Unknown Heirs of Oliver Peterson. Appellee acknowledge and had full awareness that Ms. Peterson was not a party to Legal Action and cannot be used in place to recover damages against the deceased Oliver Peterson. On April 22, 2007, Countrywide Home Loans Representative who had a prepared Quitclaim Deed in the name of Ada Hart Peterson and Oliver Peterson who had the responsibility of protecting its interest, filed this agreement to keep Ms. Peterson name on Quitclaim Deed without adding her interest in the loan transaction, was acknowledge by the Countrywide Representative April 22, 2007 and at the time of conveyancing, Appellee Bank of America had the opportunity to research county records to learn about the title holders.<sup>1</sup> This Complaint filed on July 26, 2013 has no Court record documentation to Wells Fargo as Plaintiff in this case. Appellant was not given the same protection under the law that caused her rights to be violated. [U. S. Constitution Bill of Rights, Article III, Section 2, Amendment XIV]

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<sup>1</sup>Allstate Insurance Corporation v. Welch, Georgia Court of Appeals, No. A02A2353, January 2 (2003)

### Section III

#### SUMMARY OF ARGUMENT

This court who had evidence that the Appellee Bank of America (BOA) was not a “bona fide purchaser” of Security Deed did not intervene with the misrepresentation of Clayton County Record of **EXHIBIT B** and **EXHIBIT G** in Appellee’s Complaint [Index to Record, line 2 of (44 pages) 7/26/2013, 5-48] conveying the only Borrower Oliver Peterson and Lender Mortgage Electronic Registration Systems (MERS). The courts Final Order of Wells Fargo payoff is an egregious error: (BOA) has not shown that the documents or exhibit to a deposition taken on September 05, 2014, was authenticated and Ms. Peterson did not denied that Wells Fargo pay off and paid in full the first loan. Therefore, it was merely inadmissible hearsay that should not be consider. Wells Fargo did not properly file a Security Deed which provided constructive notice to all the world. Whether (BOA) was subrogated to step in to the shoes of Wells Fargo who Appellee claimed paid in full and satisfied the first loan had a legal right to Equitable Subrogation remains undisputed.<sup>2</sup>

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<sup>2</sup> Lawyers Title Insurance Corp. v. MHD Corp., Ohio Court of Appeals, No. E-10-007, October.22, 2010 Title Insurer’s Negligent Title search precludes Subrogation. Ms. Peterson obtained her interest to the property before Countrywide Home Loans Second Security Deed April 22, 2007 and First Assignment to (BOA).

## Section IV

### ARGUMENT

1. The ruling erred for Bank of America (BOA) who commit the offense of theft by any deceitful means [Index to Record, line 70 of (6pages), 12/15/2014, 325-330] brought legal action to sue “a third party”: was granted Subrogation action to recover proceeds for Wells Fargo who (BOA) claimed paid in full the first loan is fraud; and substantially prejudice Ada Hart Peterson interest in her Property, a violation of Georgia law [o.c.g.a.16-8-3(a)]

“A person commits the offense of theft by deception when he obtains property by any deceitful means or artful practice with the intention of depriving the owner of the property”.

2. Because the right to action only belong to deceased Oliver Peterson, any lawsuit against a third party had to be brought only in the name of Oliver Peterson, not Ada Hart Peterson and the Heirs of the Decease.<sup>3</sup> Allstate Ins. Corp. v. Welch<sup>3</sup>

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<sup>3</sup> Allstate Ins. Co. v. Welch, Georgia Court of Appeals, No. A02A353, January 2, (2008) see, The Collateral Source Rule in Georgia, generally provide recoveries by a plaintiff from sources other the defendant tortfeasor are not to be consider in determining the liability of the defendant or the amount of damages.

“The right of action still belongs to Burden, and any right against Welch must be brought in Burden's name and not Allstate Insurance Company's name”. [4]

3. Clayton County Court Records is evidence that the Appellee (BOA) misrepresented Security Deeds as well as Ms. Peterson and Wells Fargo.
  
4. Appellee used a game of theft by deception: by defrauding the Ms. Peterson as grantee of Security Deeds, and Wells Fargo as Lender, presented no evidence of a certified copy or original document for such deception. Violate Georgia Law [o.c.g.a.24-5-27] to falsify Ms. Peterson as borrower violated Georgia Law [o.c.g.a.44-14-5(a)(A)]
  
5. (BOA) was negligent and did not check county records before conveying agreement in 2008 **EXHIBIT H** in (BOA) Complaint [Index to Record, line 2] with Mortgage Electronic Registration Systems (MERS) nominee for Countrywide Home Loans, is “inexcusable negligence”<sup>4</sup>

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<sup>4</sup> Bankers Trust v. Hardy Georgia Supreme Court, No. S06A1790, January 8, (2008) “Banker’s Trust claim failed for two reasons. First, Bankers Trust is “chargeable with culpable or inexcusable neglect” because it should have accounted for Joseph Hardy’s interest in the Property.

(BOA) should have accounted for Ada Hart Peterson's interest in the property. MERS, (and by extension, Bank of America (BOA)) had every opportunity to protect its interest by including Ada Hart Peterson's interest in the loan transaction through her own consent or the consent of Oliver Peterson. This mistake of Parties to mutual agreement is a false allegation, because according to Georgia Law all contracts and agreement pertaining to land must be in writing. Georgia Statutes of Fraud Law [o.c.g.a.13-5-30(1)(4)(7)]

6. At the time when Assignments were made out, the first one filed on April 29, 2009 with a sale date of May 05, 2009, clearly show that the document was filed before the sale date. Assignment **EXHIBIT I** [Index to Record, line 2 of (44 pages), 07/26/2013, 5-48] Ms. Peterson question Georgia Delegation of performance; assignments of right of Law [o.c.g.a.11-2-210(6)]

7. Ms. Peterson had no representation and now (BOA) seeks to deprive Ms. Peterson of her interest in the property by essentially holding her liable under <sup>5</sup>

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<sup>5</sup> Bankers Trust v. Hardy Georgia Supreme Court, No. S06A1790, Hardy had no representation in the loan transaction, but Bankers trust now seeks to deprive Joseph Hardy of his interest in the property by essentially holding him liable under the contract entered between Express Funding and Hardy mother. Joseph Hardy's "superior equity would be prejudiced" by application of doctrine.

the contract entered between Oliver Peterson and MERS a nominee Countrywide Home Loans.

8. (BOA) claim that there is no dispute when Clayton County Records prove Ms. Peterson's superior equity would be prejudiced by application of the doctrine. [U. S. Constitution, Article VI]

9. (BOA) acknowledging that Ms. Peterson was the only holder of the property title. Acknowledging this fact, (BOA) defrauded Ms. Peterson as signatory of Security Deed to this court help to steal away title of property from Ms. Peterson by establishing "in Georgia mortgages liens shall rank according to date with the oldest having priority". [Index to Record, line 70 of (6 pages), 12/15/2014, 325-330]

10. Rank of liens did not apply to Georgia Subrogation law in this case because there is no dispute over who has an equitable interest: that would only be Ada Hart Peterson and Bank of America. Bank of America created this Chain of Events over rank of lien that only involve deceased Oliver Peterson and Mortgage Electronic Systems.

11. According to Georgia's Law, all transfers of deeds to secure a debt shall be in writing; shall be signed by the grantor or, if the deed has been previously

transferred, by the last transferee (which did not happen) and shall be witnessed as required for debt.

“Where an imperfect title search has been performed and relied upon by a lender, equity will not reward such negligence by applying the doctrine of Subrogation in favor of the negligent party”. (24)

“Absent fraud, misrepresentation of latent defects, or express language of reservation, a contract to purchase real estate will merge with the deed upon delivery and acceptance”. (30) Lawyers Title Insurance Corp. v. MHD Corp., Ohio Court of Appeals, No. E-10-007, October 22, (2010)

12. The court Final Order of a Wells Fargo payoff is an egregious error: (BOA) has not shown that the documents presented to this court make any direct question or statement that Wells Fargo payoff and satisfied in full the first loan. Ms. Peterson is third party to lawsuit and cannot be subrogated to (BOA) equitable interest of deceased Oliver Peterson. Georgia Mortgages Security only, effect title [o.c.g.a.44-14-30]

[A mortgage in this state is only security for a debt, and passes no title]

13. Bank of America's false allegations of a Second Wells Fargo loan payoff, clearly show that there was no review of the entire records as stated in the Final

Order: Because there is no direct statement clarifying that Wells Fargo paid and satisfied in full the first loan in Appellee (BOA) Complaint filed 07/26/2013, it's all a fabrication [Index to Record, line 2 of (44 pages)] to the fact that (BOA) was negligent in the search for title holders.

“Having review the Motion, as well as the entire record before it, this Court finds and concludes upon the evidence presented that” [Index to Record, line 70 of (6 pages) 12/15/2014, 325-330] On July 26, 2013, this court finds that Defendant Ada Hart Peterson’s Answer filed with the court on January 13, 2014 has failed to deny the allegations in Plaintiff’s Complaint; therefore, the allegations are deemed admitted at this time”.  
pg. 2 of 5”

14. This case was never about Reforming Security Deeds, Mutual Agreement, mistake of parties or Wells Fargo: This case was based on how (BOA) could cleverly defraud Ms. Peterson as Signatory of Security Deeds to steal away her interest in her property without questions to the facts, burden of proof, fraud and misrepresentation of Clayton County Security Deeds.

15. Bank of America precipitated by its own negligent action not to check county records for title holders is not the action of Ms. Peterson and Appellee is not entitle to Subrogation due to its own mistake.

“The court noted that “equitable subrogation” has been applied to provide relief against mistakes but only to benefit a party injured by the mistake of a negligent party”. “As, such, the court held that “[w] an imperfect title search has been performed and relied upon by a lender, equity will not reward such negligence by applying the doctrine of subrogation in favor of the negligent party”<sup>6</sup>

16. The District Court final ruling was an egregious error to accept the (BOA) Motion for Judgment on Pleadings as referring to Wells Fargo as Lender is deceitful. To accept this pretense of Wells Fargo, ambushed Ada Hart Peterson a “third party” without question or objection to evidence not presented to this court of a signed Promise to pay or a Security Deed agreement with Ada Hart Peterson, violated The U.S. Constitution Bill of Rights, Amendment XIV [Index to Record, line 66 of (7 pages), 11/07/2014, 305-311]

17. This court only accounted for the first Answer filed January 13, 2014 and did not account for the Amendment to answer [Index to Record, line 26 of (9 pages) 04/11/2014, 127-135]

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<sup>6</sup> Lawyers Title Insurance Corp. v. MHD Corp., Ohio Court of Appeals, No. E-10-007, October 22, (2010)The Court ruled that Lawyers Title was not entitle to conventional subrogation under the Policy because “Lawyers Title’s loss was precipitated by its own negligent actions in failing to apprise its insured [Schoen] of potential restrictions, encumbrances or defects which were publicly and properly recorded in the records”.

18. This court allowed (BOA) to used trickery by falsifying its Complaint [Index to Record, line 2 of (44 pages) 07/26/2013, 5-48] when there is no statement made in its Complaint that Well Fargo paid and satisfied in full the first loan as claimed in Plaintiff's Motion for Judgment on Pleadings.

“Wells Fargo Loan were used to pay off and satisfy in full, the First Loan”. [Index to Record, line 66 of (7 pages), 11/07/2014, 305-311]

Ms. Peterson question Georgia Law and Title 10: Commerce and Trade, Georgia Fraud or Deceit unlawful; [o.c.g.a.10-5-51(2)]

19. This court ruled based on what was read in the (BOA) statement in Judgment for Pleadings without documentation of an exhibit and deposition would have shown, Ms. Peterson was never questioned about a Wells Fargo pay off, and (BOA) never presented in its Pleading clarifying that Wells Fargo paid in full the first loan, but accused Ms. Peterson of something she had no prior knowledge too and never seen any statement that Wells Fargo paid in full the first loan, add that: [Index to Records, line 70 of (6 pages), 12/15/2014, 325-330]

“This Court finds that Mrs. Peterson has not denied that the proceeds from Second Wells Fargo Loan were used to pay off, and satisfy in full the First Loan in her Answer”.

19. The mere fact that Ada Hart Peterson benefitted from the loan transaction is insufficient to justify the remedy sought by (BOA).

20. (BOA) knowingly acquired a secured debt for the property at issue even though the party to whom the loan had been issued was only a joint tenant and the other tenant had not been included in the loan transaction. (BOA) cannot use the doctrine of equitable subrogation to acquire Ada Hart Peterson's interest in the property as a remedy for its own mistake.<sup>7</sup>

20. Equitable Subrogation in this case is a violation of Georgia Law [o.c.g.a.44-14-13(a)(1)(8)(9)(b)] to allow (BOA) to make a false claim that "Wells Fargo" paid in full and satisfied the first loan. Ms. Peterson is not the Grantee, Borrower or party as described in Georgia Law [o.c.g.a.44-14-13] Signatory of Security Deeds without burden of proof from Clayton County Records is fraud. Throughout the Appellee's Complaint for Reformation filed on 07/26/2013, it states that the Plaintiff is Bank of America [Index to Record, line 2 of (44pages) 07/26/2013, 5-48]

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<sup>7</sup>Bankers Trust v. Hardy Georgia Supreme Court, No. S06A1790, January 8, (2008) The mere fact that Joseph Hardy benefitted from the loan transaction is insufficient to justify the remedy sought by Bankers Trust. Bankers Trust knowingly acquired a secured debt for the property at issue even though the party to whom the loan had been issued was only a joint tenant and the other joint tenant had not been included in the loan transaction.

Section V

**CLOSING ARGUMENTS**

21. (BOA) defrauded Ms. Peterson with full knowledge that she played no part in its Negligence. Georgia Negligence Law: [o.c.g.a.51-12-33(f2)(g)]

22. Equitable Subrogation in this case is a violation of Georgia Law [o.c.g.a.44-14-13(a)(1)(8)(9)(b)] to allow (BOA) to make a false claim that “Wells Fargo” paid in full and satisfied the first loan. Ms. Peterson is not the Grantee, Borrower or party as described in Georgia Law [44-14-13] Falsifying signatory of Security Deeds without burden of proof from Clayton County Records is fraud. Throughout the Appellee’s Complaint for Reformation filed on 07/26/2013, it states that the Plaintiff is Bank of America<sup>8</sup> [Index to Record, line 2 of (44pages), 07/26/2013, 5-48]

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<sup>8</sup>Bankers Trust v. Hardy Georgia Supreme Court, No. S06A1790, January 8, (2008) The doctrine of Subrogation is not applied for the mere stranger or volunteer who paid the debt of another, without any assignment or agreement for subrogation, being under no legal obligation to make payment and not being compelled to do so for the preservation of any rights or property for his own [8] Bankers Trust cannot use the doctrine of equitable subrogation to acquire Joseph Hardy’s interest in the property as a remedy for its own mistake.

23. (BOA) was a mere volunteer with respect to Ada Hart Peterson's interest because it failed to obtain her legal consent to the transaction.<sup>9</sup>

24. The misconstrue and trickery of (BOA) Complaint for Reformation, Equitable Subrogation and Declaratory Judgment is based on Fraudulent Statements accusing the Ms. Peterson as a Grantee of Security Deed. On line 16 page 4 of Appellee's Complaint states:

“Due to mutual mistake of the parties, Ada Hart Peterson was not a signatory to the Security Deed even though the Vesting Deeds name her as a grantee”

25. The only Vesting Deed that the Ms. Peterson granted was the Quitclaim Deed drawn up by Countrywide Representative. Wells Fargo did not satisfied in full any Loan for 3526 Kelly's Court, Ellenwood, Ga 30294 Land Lot 169 or the 12<sup>th</sup> District, Clayton County, Lot 131 of Katherine Village, Unit II.

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<sup>9</sup> Bankers Trust v. Hardy Georgia Supreme Court, No. S06A1790, January 8, (2008) Banker Trust was a mere volunteer with respect to Joseph Hardy's interest because it failed to obtain his legal consent to the transaction. [9] Bankers Trust knowingly acquired a secured debt for the property at issue even though the party to whom the loan had been issued was only a joint tenant and the other joint tenant had not been included in the loan transaction.

26. The only agreement in Clayton County Records show is an agreement between Oliver Peterson and MERS, no agreement with (BOA) or Wells Fargo.

27. Plaintiff is not entitled to the interest of Ms. Peterson property; who is not Borrower, or Grantee, questions Georgia Law [o.c.g.a.44-12-22] Assignment of choses in action arising upon contracts and [o.c.g.a.11-2-210 (6)] Delegation of performance; assignment of rights.

“First, Bankers Trust is “chargeable with culpable or inexcusable neglect,” because it should have accounted for Joseph Hardy's interest in the property” see, Bankers Trust v. Hardy<sup>10</sup>

28. (BOA) Judgment on Pleadings misrepresented material facts in the Complaint for Reformation file 07/26/2013: states in [Argument and Citation of Authority, A. Standard of Review] [Index to Record, line 66 of (7 pages), 11/07/2014, 305-311]

“defendant has not denied that the proceeds from Second Wells Fargo Loan were used to pay off, and satisfy in full, the First Loan”.  
[Index to Record, line 66 of (7 pages), 11/07/2014]

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<sup>10</sup> Bankers Trust Company v. Hardy, Georgia Supreme Court, No. S06A1790, January 8 (2007)

28. In the Final Order, it only implicated the Answer that was filed on January 13, 2013 and did not indicate the Ms. Peterson Amendment to Answer on filed July 28, 2014 with Affidavit denying any reference to Wells Fargo[Index to Record line 49 of (11 pages) 07/28/2014, 236-246] and line 26.

29. (BOA) falsified information that included Wells Fargo as a Lender and claimed that there was no dispute when Ms. Peterson continued to fight the false allegation but (BOA) continued to misconstrue fact that lead to the Final Order:

“This Court finds Mrs. Peterson has not denied that the proceeds from the **Second Wells Fargo** Loan were used to pay off, and satisfy in full, the First Loan in her Answer. Further, there is no dispute between parties that the First Security Deed was recorded prior to the First Quitclaim Deed and Second Quitclaim Deed in the Clayton County, Georgia records. It is well established that in Georgia that oldest having priority” [Index to Records, line 70 of (6 pages), 12/15/2014, 325-330]

30. (BOA) misconstrued facts found in Georgia Supreme Court ruling in Wells Fargo Bank v. Gordon No. S12Q2067, February 18, 2013, that states Security Deeds cannot be reformed. Also falsified that both Ms. Peterson and

Oliver Peterson granted Security Deed: Facts: [Index to Records, line 47 of (15 pages) 07/11/2014, 219-233]

“Ms. Peterson in the subject Property either by declaring that her interest is subordinate to Plaintiff’s Security Deed, reforming the Security Deed to include her interest, or equitably subrogating Plaintiff’s Security Deed to a prior Security Deed that was granted by both of the Defendants and was paid off with funds from Plaintiff’s loan” [Index to Record, line 62 of (3 pages), 09/02/2014, 293-295]

31. There is no declaring Ms. Peterson’s interest is not subordinated to (MERS) or (BOA) because Ms. Peterson’s interest was well established before the Refinance Loan April 22, 2007.

32. (BOA) Complaint under Count III-Equitable Subrogation is false information and misleading fact about Security Deed of Clayton County Records [Reformation: Count III-Equitable Subrogation, line 31] and [Index to Record, line 2 of (44 pages) 07/26/2013, 5-48]

“In express reliance upon the agreement of the parties, Plaintiff advanced \$160,741.93 to pay in full the amount due on the loan secured by Countrywide Security Deed and secured the Cancellation of the Countrywide Security Deed”

33. The only agreement in Clayton County Records show is an agreement between Oliver Peterson and MERS, no agreement with (BOA) or Wells Fargo.

34. Plaintiff is not entitled to the interest of Ms. Peterson property; who is not Borrower, or Grantee, questions Georgia Law [o.c.g.a.44-12-22] Assignment of choses in action arising upon contracts and [o.c.g.a.11-2-210 (6)] Delegation of performance; assignment of rights:

## Section VI

### CITATIONS AND AUTHORITY

#### Deposition

35. Ms. Peterson did attend Deposition and was present on September 05, 2014 with D'Amico Gershwin, Inc., Court Reporters & Videoconferencing at 11475 West Road, Roswell, Georgia 30075, (770) 645-6111 along with Michael J. Cotton at National Law Group. Unfortunately, (BOA) failed to record transcript with the Clayton County Court Records but Ms. Peterson did in fact request transcript from Clayton County Court Records as part of the Index to Record.

Section VII

**Federal Rules of Civil Procedure**

Title III, Pleading and Motions (h) (2) Failure to State a Claim upon which relief can be granted.

Title IV, Parties (a)(2)(30)

Title VI, Rule 38 Right to Jury Trial, Demand (a)(5)(C)

Title XIII, The Motions (8)(ii)(B) and Complaints

Title XVII, Chapter 11 Section 240.15c 1-2 Fraud and Misrepresentation  
15(c)(1)(a)(b)

Title VII Judgment (a)(b) (1) (3)(4)(d)(3)

Section VIII

**STANDARD OF REVIEW**

36. Move to dismiss a complaint, Ms. Peterson exercise her right to have this case dismiss for lack of legal standing on April 1, 2014 but this court did not get a response to her motion or the Plaintiff in this case.[Index to Record, line 23 of (10 pages), 04/01/2014, 114-123] Consolidated Motions.

37. (BOA) has no recourse or remedy of law to change a bad deal made to Countrywide Home Loans that **involves Negligence** before conveyance with MERS in search for title holder of property and the intentional act to defrauded Ms. Peterson as Grantee of Security Deeds should be corrected with proof of County Records in union to the Federal and State Laws according: final ruling should be omitted from Court Records and Ms. Peterson rights to her interest in her property be restored.

A handwritten signature in black ink that reads "Aida Hart Peterson". The signature is written in a cursive style with a large, stylized initial 'A'.

Section IX

**CONCLUSION**

38. The (BOA) masterminded a deceitful scheme through a **Chain of Events** that did not involve the Ms. Peterson directly or indirectly.

Georgia Fraud or Deceit unlawful; adoption of rule Law [o.c.g.a.10-51 (a)  
(2)]

39. Ms. Peterson Motion to Compel Discovery and was flat out denied her right to evidence and burden of proof. [Index to Record, line 60 of (2 pages) 09/02/2014, 289-290]

40. Ms. Peterson Pleaded with this court for the truth and evidence of a legal standing and Demand a Trial by Jury in her Objection to Plaintiff Motion for Sanction for Ada Hart Peterson's failure to attend [Index to Record, line 50 of (16 pages) 07/28/2014, 247-262] but was ignored by this court as well as many other of her Pleadings.

**"A NEED FOR THE TRUTH AND EVIDENCE OF LEGAL  
STANDING"**

**"I the Defendant am demanding that Plaintiff show evidence of a written  
and signed contract or security deed with the Defendant name on it".**