

FILED

FEB 12 2021

NICK NICKERSON AND DONNA NICKERSON

[REDACTED]

ANGIE SPARKS, Clerk of District Court  
By JREIDIGERS Deputy Clerk

Defendants Pro Se  
28 U.S.C. § 1654

**MONTANA FIRST JUDICIAL DISTRICT COURT, LEWIS AND CLARK COUNTY**

HSBC BANK USA, NATIONAL  
ASSOCIATION AS TRUSTEE FOR WELLS  
FARGO ASSET SECURITIES  
CORPORATION, MORTGAGE PASS-  
THROUGH CERTIFICATES, SERIES 2007-7,  
its successors in interest and/or assigns,

Plaintiff,

vs.

NICK NICKERSON and DONNA  
NICKERSON,

Defendants

Cause No.: ADV-2013-253  
Hon. Mike Menahan

**NOTICE OF REDEMPTION  
PREVENTION**

COMES NOW, Defendants, Nick and Donna Nickerson, request the Court take notice HSBC has prevented us from redeeming our property within the redemption time period by refusing to provide us with a redemption amount in a timely fashion and then by providing an incorrect redemption amount.

Immediately after all of our attempts to set aside the foreclosure and foreclosure sale were prejudicially denied, we began repeatedly contacting HSBC for a redemption amount. HSBC did not respond and have ignored us and others who approached HSBC on our behalf. Most recent contacts include phone contacts on January 27, 2021, February 1, 2021, and February 2, 2021, and via fax on February 3, 2021 (Exhibit 1).

On Friday, February 5, 2021, we received a response from Kenneth K. Lay "as counsel for Specialized Loan Servicing, the servicer for HSBC", detailing the redemption amount as of February 11, 2021. However, the redemption amount unlawfully included miscalculations and costs not paid by HSBC. We responded to Kenneth Lay on Tuesday (Exhibit 2), requesting

verification and corrections to the redemption amount because we personally paid the property taxes, and costs for insurance and inspections are not covered as redemption costs under MCA § 25-13-802. As of February 12, 2021, neither Kenneth Lay nor HSBC have responded to provide the corrected redemption amounts. Therefore, HSBC has denied us our right to redeem the property.

Further, due to the inaccuracies in HSBC's redemption amounts and their silence in responding, on Thursday, February 11, 2021, in accordance with MCA § 25-13-822(2), we faxed HSBC a Demand for Accounting of Rents and Profits (Exhibit 3) in a final attempt to be provided with a true and accurate redemption amount.

Wherefore, this Court is hereby informed HSBC has denied us the statutory and Court ordered right as the lawful owners of 4610 Montana Hwy 200 to redeem our property.

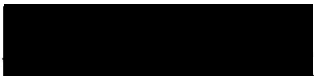
Due to the prejudicial rulings of this Court that should shock the conscience of any law-abiding person, we are not asking this Court to act on our behalf or submitting to the jurisdiction of this Court in any way by asking it to move on our behalf. We are simply informing this Court and the World at Large of the injustice we continue to suffer at the tyrannical hands of a politically motivated judiciary in the state of Montana. Any reasonable person could come to no other conclusion if this is what the Montana Judiciary calls a day in court.

This Court has denied our constitutionally mandated inviolate right to a jury trial. This Court refused to require HSBC or Wells Fargo to provide any verified records, affidavits or testimony and quashed our attempts to force HSBC and Wells Fargo to provide them. This Court ignored our testimony regarding HSBC's and Wells Fargo's prevention of performance. This Court turned a blind eye and deaf ear to the over 45 violations of Montana and Federal laws, rules and settlement agreements all of which prohibited and prevented HSBC and Wells Fargo from pursuing their foreclosure action against us. This Court ignored HSBC's and Wells Fargo's breaches of contract. This Court ignored the fact HSBC and Wells Fargo both denied any involvement in the foreclosure. This Court ignored the deception of HSBC, Wells Fargo and the attorneys of record regarding the true pursuer of this foreclosure action against us and the real party in interest. This Court's permitted deception and denial of HSBC's and Wells Fargo's true involvement in this case allowed the manipulation of the law of the case, unlawfully thwarted our effective defense of this foreclosure, and revoked our ability to obtain relief from this Court and other governing oversight agencies. This Court violated Montana law by inflating the interest rate on the final judgment amount which resulted in almost \$200,000 in additional

interest on the judgment and over \$13,000 in additional interest on the redemption amount. This Court violated its own final judgment by allowing HSBC to credit bid less than the judgment amount. This is after the Court had already allowed HSBC to inflate the judgment amount by over \$250,000 by waiting over two years to execute the judgment. This Court ignored our objections to the sale before, during, and after the sale. This Court ignored the statutory notice and process requirements regarding the sale. This Court ignored the grossly inadequate bid price. HSBC's bid was over a million dollars below what HSBC has now alleged was the fair market value on February 12, 2020, and less than 21% of the judgment amount. Though this alleged value is significantly lower than the true market value, it demonstrates yet again our ranch and equity is being stolen by judicially authorized theft. This Court ignored the unlawful flaws in the Writ of Execution which made the writ unenforceable and voided the foreclosure sale. The list goes on... That is what happened to us in our "day in court" in Montana.

This notice is supported by the Affidavit of Nick Nickerson in Support of Notice of Redemption Prevention.

DATED this 2<sup>nd</sup> day of February, 2021

  
Nick Nickerson