IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

RENWICK A. PARSONS, Plaintiff, v. M&T BANK, Defendant.	CIVIL ACTION NO. 1:24-cv-5903-SDG-CMS

FINAL REPORT AND RECOMMENDATION

Plaintiff Renwick A. Parsons, proceeding without an attorney, sued Defendant M&T Bank ("M&T") asserting claims relating to a mortgage associated with real property located at 2512 Mulberry Lane SE, Conyers, Georgia, 30013 ("Property"). *See generally* [Doc. 23, Am. Compl.]. The case is before the Court on M&T's Motion to Dismiss Amended Complaint. [Doc. 24]. For the reasons below, I will recommend that the motion to dismiss be granted.

I. BACKGROUND[1]

A. Parsons's Allegations

Parsons states that on December 23, 2021, he and his wife purchased the Property and signed a note ("Note") and security deed ("Security Deed") in the amount of $227,000 in favor of Fairway Independent Mortgage Corporation

[1] The following facts are taken from the Amended Complaint and are accepted as true for purposes of resolving the motion to dismiss. *Rivell v. Priv. Health Care Sys., Inc.*, 520 F.3d 1308, 1309 (11th Cir. 2008) (per curiam).

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("Fairway").[2] [Doc. 23, Am. Compl. § I, ¶ 1; *id.* § III, ¶ 1]. The Security Deed was recorded in the Rockdale County, Georgia, property records on December 28, 2021. [*Id.* § IV, ¶ 2]. According to the Amended Complaint, M&T "is a financial institution and loan servicer allegedly acting as agent or servicer for the FNMA 2022-4 Trust, claiming rights under a mortgage loan contract that is defective, unendorsed, and not lawfully assigned." [*Id.* § II, ¶ 2].

Parsons alleges that his "mortgage transaction is void or voidable due to fraud in the factum, failure to negotiate the note to the alleged investor trust, and the improper recording of assignments." [Am. Compl. § I, ¶ 2]. According to the Amended Complaint, "Defendants and their alleged successors have initiated and/or maintained an attempt to foreclose on [the Property] without lawful possession of

[2] M&T presented documents relating to the Property in support of its motion to dismiss, including the Security Deed [Doc. 24-1] and an assignment of the Security Deed from Mortgage Electronic Registration Systems ("MERS") to Lakeview Loan Servicing, LLC [Doc. 24-2]. The Court may consider these documents when ruling on the motions to dismiss because the documents are central to Parsons's Amended Complaint, they are undisputed, and they are matters of public record. *See Sheppard v. Bank of Am., N.A.*, 542 F. App'x 789, 791 (11th Cir. 2013) (per curiam) (noting that the district court did not convert a motion to dismiss into a motion for summary judgment by considering a promissory note and a notice from the lender because both documents were central to the plaintiff's claims and their authenticity was not disputed); *Reid v. HSBC Bank, USA, N.A.*, No. 1:19-cv-2888-CAP-CCB, 2020 WL 10460736, at *3 (N.D. Ga. Dec. 14, 2020) (taking judicial notice of a security deed and assignment "because they are public records not subject to reasonable dispute"), *adopted by* 2021 WL 3073270 (N.D. Ga. Jan. 6, 2021).

the Note and without a properly recorded assignment of the Security Deed as required by federal and Georgia state law." [*Id.* § I, ¶ 3].

Parsons alleges that he "was manipulated into signing" the Note and Security Deed. [Am. Compl. § V, Count I ¶ 1]. According to the Amended Complaint, Parsons "was deceived and misled into signing [the Note] under materially false pretenses" and "did not receive full and truthful disclosures about the nature of the transaction, including who the actual lender was, how the instrument would be used, and to whom it would be transferred," which "voids the intent and understanding necessary to form a valid contract under Georgia and federal law." [*Id.*]. Parsons also alleges that "[t]he loan contract was formed under grossly unfair terms that heavily favored the lender, rendering it unconscionable," and "[t]he imbalance in bargaining power, lack of meaningful choice, and hidden terms violate UCC § 2-302." [*Id.* § V, Count II ¶ 1]. According to the Amended Complaint, Parsons "was not provided with a genuine opportunity to negotiate the terms and was instead subjected to adhesion terms that benefit only the lender and its successors." [*Id.*].

Parsons alleges that "[t]he Note was never endorsed, nor has any endorsement or allonge been presented as required under Georgia law and the Uniform Commercial Code (UCC), specifically O.C.G.A. § 11-3-203 and § 11-3-301, which govern the transfer and enforcement of negotiable instruments, nor has any evidence been presented that it was lawfully transferred or negotiated to Fannie Mae or the

FNMA 2022-4 Trust as required under UCC § 3-203 and § 3-301." [Am. Compl. § III, ¶ 3]. Parsons alleges that "[a] corporate assignment dated August 2, 2024, purporting to assign the Security Deed to Lakeview Loan Servicing, was recorded on August 5, 2024," but "there was no accompanying assignment or negotiation of the Note." [*Id.* § III, ¶ 4]. According to the Amended Complaint, "Fannie Mae guidelines and custodial rules" require that the FNMA 2022-4 Trust "possess both the Note and Deed to enforce any right to payment or foreclosure." [*Id.* § III, ¶ 5]. Parsons alleges that this has not occurred, making the attempted foreclosure "unlawful and predicated on false, incomplete, or manipulated documentation, including but not limited to potentially robo-signed affidavits, unauthorized assignments lacking proper authority, and the presentation of documents that fail to establish a legal right to enforce the underlying Note and Security Deed and predicated on false, incomplete, or fraudulent documents." [*Id.* § III, ¶ 6]. According to the Amended Complaint, "[t]here is no evidence of a chain of title or a valid transfer of the instrument to the FNMA 2022-4 Trust or its agent," and "[w]ithout proper endorsement and delivery, the transferee lacks the authority to enforce the Note or claim rights under it." [*Id.* § V, Count III ¶ 1]. Parsons also alleges that "[t]he corporate assignment of the Security Deed was filed long after the alleged transfer occurred." [*Id.* § V, Count IV ¶ 1].

According to the Amended Complaint, "the party attempting to enforce the Note is neither the holder nor a person entitled to enforce under UCC § 3-301," and "any enforcement rights are defeated under § 3-305 due to the existence of real defenses including fraud in the factum and lack of consideration." [Am. Compl. § V, Count VII ¶ 1]. Finally, Parsons alleges that "no written notice of assignment was received within 30 days of any alleged transfer of the mortgage loan, as required by 15 U.S.C. § 1641(g)," which "constitutes a clear violation of the Truth in Lending Act." [*Id.* § V, Count VI ¶ 1].

B. Procedural Background

On December 23, 2024, Parsons filed this case. [Doc. 1, Compl.]. After Parsons obtained an entry of default against M&T, M&T moved to set aside the entry of default and to dismiss Parsons's Complaint. [Doc. 5; Doc. 6]. I recommended that the Court grant M&T's motion to set aside the default and M&T's motion to dismiss, but that the Court give Parsons an opportunity to replead his claims. [Doc. 15].

Shortly afterward, and before the district judge ruled on my Report and Recommendation and the motion to dismiss, Parsons filed a document that he titled an "Amended Complaint." [Doc. 27]. M&T then moved to strike Parson's filing. [Doc. 18]. I granted that motion in part and directed the Clerk to modify the docket entry for the filing to reflect that it was a proposed amended complaint. [Doc. 20].

On January 5, 2026, the district judge adopted my Report and Recommendation, granted M&T's motion to set aside default and its motion to dismiss, and directed the Clerk to docket Parsons's proposed amended complaint as a new, separate docket entry. [Doc. 22].

Parsons's Amended Complaint includes seven claims for relief, including (1) fraud in the factum (Count One), (2) unconscionable contract under U.C.C. § 2-302 (Count Two), (3) improper assignment of the Note (Count Three), (4) violations of Georgia recording laws (Count Four), (5) declaratory judgment (Count Five), (6) a Truth in Lending Act claim based on an alleged failure to notify Parsons of an assignment within thirty days (Count Six), and (7) violations of U.C.C. § 3-301 and § 3-305 (Count Seven). [Doc. 23, Am. Compl. at 4–7].

On January 20, 2026, M&T moved to dismiss Parsons's Amended Complaint. [Doc. 24]. Parsons responded to the motion. [Doc. 25].[3] The time for filing a reply has expired, and the Clerk's docket reflects that M&T has not filed a reply. *See*

[3] Parsons titled his filing "Complaint," but the caption states "PLAINTIFF ANSWERS DEFENDANT'S MOTION TO DISMISS." [Doc. 25 at 1 (capitalization in original)]. Based on my review of the filing, I conclude that the filing is a response to the motion to dismiss and is not an amended pleading.

generally [Docket]. For the reasons below, I will recommend that the motion to dismiss be granted.

II. LEGAL STANDARD

Federal Rule of Civil Procedure 12(b)(6) allows the Court to dismiss a complaint, or portions of it, for "failure to state a claim upon which relief can be granted." FED. R. CIV. P. 12(b)(6). When reviewing a motion to dismiss, the Court must take the allegations of the complaint as true and must construe those allegations in the light most favorable to the plaintiff. *Rivell v. Priv. Health Care Sys., Inc.*, 520 F.3d 1308, 1309 (11th Cir. 2008) (per curiam). Although a court must accept well-pleaded facts as true and make reasonable inferences for the plaintiff, it need not accept the plaintiff's legal conclusions or unwarranted deductions of fact. *Chandler v. Sec'y of Fla. Dep't of Transp.*, 695 F.3d 1194, 1199 (11th Cir. 2012) (per curiam) (citing *Ashcroft v. Iqbal*, 556 U.S. 662, 678 (2009)); *Snow v. DirecTV, Inc.*, 450 F.3d 1314, 1320 (11th Cir. 2006); *Aldana v. Del Monte Fresh Produce, N.A., Inc.*, 416 F.3d 1242, 1246, 1248 (11th Cir. 2005) (per curiam).

A court may dismiss a complaint if it does not plead "enough facts to state a claim to relief that is plausible on its face." *Chandler*, 695 F.3d at 1199 (internal quotation marks and citation omitted). The Supreme Court has stated that a complaint "requires more than labels and conclusions, and a formulaic recitation of the elements of a cause of action will not do." *Bell Atl. Corp. v. Twombly*

("*Twombly*"), 550 U.S. 544, 555 (2007). Although factual allegations in a complaint need not be detailed, those allegations "must be enough to raise a right to relief above the speculative level on the assumption that all the allegations in the complaint are true (even if doubtful in fact)." *Id.* (citations and footnote omitted).

Moreover, "[a] claim has facial plausibility when the plaintiff pleads factual content that allows the court to draw the reasonable inference that the defendant is liable for the misconduct alleged." *Iqbal*, 556 U.S. at 678. The mere possibility that the defendant might have acted unlawfully is not enough to allow a claim to survive a motion to dismiss. *Id.* Instead, the well-pleaded allegations of the complaint must move the claim "across the line from conceivable to plausible." *Twombly*, 550 U.S. at 570. But the factual allegations in a complaint can survive a motion to dismiss even though recovery may be remote or unlikely. *Id.* at 555–56. As long as the facts alleged create a reasonable expectation that discovery will reveal evidence of the necessary elements, the plaintiff's suit should continue. *Id.* at 556.

Where, as here, a plaintiff files a complaint pro se, the Court must liberally construe the complaint and hold it to less stringent standards than formal pleadings drafted by lawyers. *Erickson v. Pardus*, 551 U.S. 89, 94 (2007) (citing *Estelle v. Gamble*, 429 U.S. 97, 106 (1976)). A pro se plaintiff, however, still must comply with the threshold requirements of the Federal Rules of Civil Procedure and allege

facts sufficient "to raise a right to relief above the speculative level[.]" *Twombly*, 550 U.S. at 555.

III. DISCUSSION

M&T moves to dismiss Parsons's Amended Complaint for three reasons. First, M&T argues that the Amended Complaint is a shotgun pleading. [Doc. 24-1 at 7–8]. Second, M&T contends that the Amended Complaint does not comply with Rule 8(a)'s requirement that a pleading contain "a short and plain statement of the claim showing that the pleader is entitled to relief." [*Id.* at 8–9]. Third, M&T argues that the Amended Complaint should be dismissed under Rule 12(b)(6) because it fails to state plausible claims for relief. [*Id.* at 9–16]. I will address these arguments in turn.

A. Whether the Amended Complaint is a Shotgun Pleading

M&T first argues that the Amended Complaint should be dismissed because it is a shotgun pleading. [Doc. 24-1 at 7–8]. The Eleventh Circuit has identified four categories of shotgun pleadings: (1) "a complaint containing multiple counts where each count adopts the allegations of all preceding counts"; (2) a complaint that is "replete with conclusory, vague, and immaterial facts not obviously connected to any particular cause of action"; (3) a complaint that does not separate each cause of action or claim for relief into a different count; and (4) a complaint that asserts "multiple claims against multiple defendants without specifying which of the

defendants are responsible for which acts or omissions, or which of the defendants the claim is brought against." *Weiland v. Palm Beach Cnty. Sheriff's Office*, 792 F.3d 1313, 1321–23 (11th Cir. 2015). "The unifying characteristic of all types of shotgun pleadings is that they fail . . . to give the defendants adequate notice of the claims against them and the grounds upon which each claim rests." *Id.* at 1323.

Parsons's Amended Complaint is subject to dismissal as a shotgun pleading. The Amended Complaint is filled with conclusory, vague, and immaterial facts—as well as legal theories—that are not connected to any one cause of action. *See Weiland*, 792 F.3d at 1321–22. As currently pled, Parsons's Amended Complaint fails "to identify claims with sufficient clarity to enable [M&T] to frame a responsive pleading." *Beckwith v. Bellsouth Telecomms., Inc.*, 146 F. App'x 368, 371 (11th Cir. 2005) (citing *Byrne v. Nezhat*, 261 F.3d 1075, 1129–30 (11th Cir. 2001)). Thus, the Amended Complaint should be dismissed as a shotgun pleading.[4]

[4] In his response to the motion to dismiss, Parsons argues that his Amended Complaint is not a shotgun pleading. [Doc. 25 at 3]. Parsons then discusses "securitization" and his belief that his mortgage was securitized, which Parsons claims is "illegal." [*Id.* at 3–11]. According to Parsons, his mortgage or Note was assigned to a trust, and the trust was not named on the Note or the Security Deed. [*Id.* at 7–8]. Most of these allegations are not contained in Parson's Amended Complaint, and Parsons may not amend his pleading through arguments in his response to the motion to dismiss. *See Walker v. SunTrust Bank of Thomasville, Ga.*, No. 7:07-cv-173 (HL), 2008 WL 4004714, at *3 n.1 (M.D. Ga. Aug. 26, 2008) ("[I]t is well-established that a complaint may not be amended by a brief in opposition to a motion to dismiss."), *aff'd*, 363 F. App'x 11 (11th Cir. 2010) (per curiam).

B. Whether the Amended Complaint Fails to Satisfy Rule 8(a)

Next, M&T argues that the Amended Complaint does not satisfy Rule 8(a). [Doc. 24-1 at 8–9]. Rule 8(a) requires that a plaintiff provide "a short and plain statement of the claim showing that the pleader is entitled to relief." FED. R. CIV. P. 8(a). Here, other than stating that M&T is a financial institution and loan servicer that allegedly is acting on behalf of the FNMA 2022-4 Trust [Am. Compl. § II, ¶ 2], the Amended Complaint contains no allegations about M&T or about M&T's alleged conduct. The Amended Complaint thus does not satisfy Rule 8(a). *See Laurence v. Wall*, No. CA 09-427 ML, 2009 WL 4780910, at *2–3 (D.R.I. Dec. 10, 2009) (finding that a plaintiff failed to satisfy Rule 8 where he did not allege facts regarding several defendants).[5]

C. Whether the Amended Complaint Fails to State Plausible Claims for Relief

Finally, M&T argues that Parsons has not pled plausible claims for relief. [Doc. 24-1 at 9–16]. For the reasons below, I agree.

Parsons also argues in his response that he should be given an opportunity to amend his pleading if the Court finds that his pleading is a shotgun complaint. [Doc. 25 at 11–12]. The Court found that Parsons's first Complaint was a shotgun pleading, and it allowed Parsons to file an Amended Complaint that omitted the shotgun pleading provisions. [Doc. 22]. Parsons thus has already received one opportunity to replead his original shotgun pleading, and the Court need not allow him to amend again.

[5] Parsons may not add allegations to his Amended Complaint via his response to the motion to dismiss. *Walker*, 2008 WL 4004714, at *3 n.1.

1. Fraud in the Factum (Count One)

In Count One, Parsons asserts a claim for fraud in the factum. [Am. Compl. § V, Count One]. According to Parsons, he "did not receive full and truthful disclosures about the nature of the transaction, including who the actual lender was, how the instrument would be used, and to whom it would be transferred." [*Id.* § V, Count One ¶ 1]. Parsons's allegations appear to be directed to the original lender, not M&T, and Parsons makes no allegations concerning M&T. Parsons thus has not stated a plausible fraud in the factum claim against M&T.

Even if Parsons had made factual allegations about M&T, he would still fail to state a plausible fraud in the factum claim. "[F]raud in the factum occurs when a party procures another party's signature to an instrument without knowledge of its true nature or contents." *Solymar Investments, Ltd. v. Banco Santander S.A.*, 672 F.3d 981, 994 (11th Cir. 2012); *see also Bank of the Ozarks v. Khan*, 903 F. Supp. 2d 1370, 1378 (N.D. Ga. 2012) ("Fraud in the factum is fraud in which the party's signature to an instrument is made without knowledge of its true nature or contents or in which the party signs a document without knowledge of its character or essential terms."). "The test of the defense [of fraud in the factum] . . . is that of excusable ignorance of the contents of the writing signed. The party must not only have been in ignorance, but must also have had no reasonable opportunity to obtain knowledge." *Bank of the Ozarks*, 903 F. Supp. 2d at 1378 (alterations in original)

(internal quotation marks and citation omitted). "If a party understands the nature of the contract they are executing but contends that there has been some material misrepresentation as to the obligations rising thereunder, only a fraud in the inducement claim will lie." *Solymar Investments, Ltd.*, 672 F.3d at 995.

Here, Parsons does not state a plausible fraud in the factum claim. He does not allege that he did not know what the Note and Security Deed said or that his signature was procured without knowledge of the essential terms of these documents. He also does not allege that he had no reasonable opportunity to obtain this knowledge. Thus, Parsons fails to state a plausible fraud in the factum claim. *Solymar Investments, Ltd.*, 672 F.3d at 995. The motion to dismiss should be granted as to Count One.[6]

[6] Even if the Court construed Count One as a fraud in the inducement claim, Parsons still would fail to state a plausible claim for relief. "To adequately plead a claim for fraud in the inducement, a plaintiff must allege: (1) a false representation; (2) scienter; (3) intent to induce the plaintiff to act or to refrain from acting; (4) justifiable reliance; and (5) damage proximately caused by the representation." *Eckart v. Allstate Northbrook Indem. Co.*, No. 1:22-cv-281-JPB, 2023 WL 2143465, at *6 (N.D. Ga. Feb. 17, 2023), *aff'd*, No. 23-10753, 2023 WL 8651035 (11th Cir. Dec. 14, 2023). Moreover, "[a] fraud in the inducement claim in Georgia requires that the defendant make a false promise in order to induce agreement and which the defendant does not, at the time of promising, intend to perform." *J'Carpc, LLC v. Wilkins*, No. 1:06-cv-2357-WSD, 2007 WL 4287765, at *6 (N.D. Ga. Dec. 5, 2007).

Federal Rule of Civil Procedure 9(b)'s heightened pleading standard applies to fraudulent inducement claims. *Eckart*, 2023 WL 2143465, at *6. To satisfy Rule 9(b), a plaintiff "must allege (1) the precise statements, documents, or misrepresentations made; (2) the time, place, and person responsible for the statement; (3) the content and manner in which these statements misled the

2. Claims Based on the UCC (Counts Two, Three, and Seven)

In Counts Two, Three, and Seven, Parsons asserts claims for alleged violations of the UCC. In Count Two, Parsons alleges that the loan contract was an "unconscionable contract" and violated U.C.C. § 2-302. [Am. Compl. § V, Count Two]. In Count Three, Parsons claims that the Note was never properly endorsed or assigned as required by U.C.C. § 3-203 and § 3-301. [*Id.* § V, Count Three]. Finally, in Count Seven, Parsons alleges that "the party attempting to enforce the Note is neither the holder nor a person entitled to enforce" the Note under U.C.C. § 3-301, violating U.C.C. § 3-301 and § 3-305. [*Id.* § V, Count Seven].

These claims fail because Parsons asserted no facts to support them. Instead, Parsons presents only conclusory allegations and legal conclusions that must be disregarded. *See Howard v. MHT USA LLC*, No. 1:21-cv-4570-CAP-RGV, 2022

[plaintiff]; and (4) what the defendants gained by the alleged fraud." *Brooks v. Blue Cross & Blue Shield of Fla., Inc.*, 116 F.3d 1364, 1380–81 (11th Cir. 1997).

Here, Parsons has not set forth facts to support a fraud in the inducement claim. He simply presents legal conclusions and conclusory allegations, which must be disregarded. *Howard v. MHT USA LLC*, No. 1:21-cv-4570-CAP-RGV, 2022 WL 2389277, at *8 (N.D. Ga. May 2, 2022), *adopted by* 2022 WL 18777356 (N.D. Ga. May 18, 2022); *Doe v. Rollins Coll.*, 352 F. Supp. 3d 1205, 1208 (M.D. Fla. 2019). Parsons does not allege facts suggesting that M&T—or any other entity—made a false promise to him when he executed the Note or Security Deed. And Parsons has not pleaded fraud with particularity because he fails to plead facts "identifying the who, what, when, where, and how of the fraud alleged." *Omnipol, A.S. v. Multinational Def. Servs., LLC*, 32 F.4th 1298, 1307 (11th Cir. 2022). Parsons thus does not state a plausible claim for fraud in the inducement.

WL 2389277, at *8 (N.D. Ga. May 2, 2022) (disregarding legal conclusions in a complaint), *adopted by* 2022 WL 18777356 (N.D. Ga. May 18, 2022); *Doe v. Rollins Coll.*, 352 F. Supp. 3d 1205, 1208 (M.D. Fla. 2019) (noting that the court must disregard conclusory allegations in a complaint). And Parsons makes no factual allegations in the Amended Complaint connecting M&T to any of the alleged conduct.[7]

These claims also fail because "[t]he UCC, itself, is not the law of any state, nor is it federal law." *Gilbert v. Monaco Coach Corp.*, 352 F. Supp. 2d 1323, 1329 (N.D. Ga. 2004). "In order to support a cause of action, a plaintiff must rely on a state's codification of the UCC." *Id.* Here, Parsons does not rely on Georgia's codification of the UCC to support his claims, and Counts Two, Three, and Seven do not state plausible claims for relief. *Id.* Even if Parsons relied on Georgia's codification of the UCC, cases in this district have held that Georgia's UCC does not apply to transactions that involve real property. *See Williams-Grady v. Muller Real Estate Holdings, LLC*, No. 3:15-cv-55-TCB-RGV, 2015 WL 11457695, at *4 (N.D. Ga. Aug. 7, 2015) (collecting cases), *adopted by* 2015 WL 11492556 (N.D. Ga. Aug. 27, 2025).[8]

[7] Again, Parsons may not add allegations to his Amended Complaint via his response to the motion to dismiss. *Walker*, 2008 WL 4004714, at *3 n.1.

[8] Article 3 of the UCC does not apply to security deeds. *See You v. JP Morgan Chase Bank*, 743 S.E.2d 428, 432–33 (Ga. 2013) (explaining that a security deed "is

Moreover, Parson's claims are based on his belief that a party must hold both a security deed and the underlying note to foreclose on property. This argument, however, is wrong. *See You v. JP Morgan Chase Bank*, 743 S.E.2d 428, 433 (Ga. 2013) ("Under current Georgia law, the holder of a deed to secure debt is authorized to exercise the power of sale in accordance with the deed even if it does not also hold the note or otherwise have any beneficial interest in the debt obligation underlying the deed."). Thus, under Georgia law, M&T is not required to hold both the Security Deed and the Note to foreclose on the Property.

For the above reasons, Counts Two, Three, and Seven do not state plausible claims for relief. The motion to dismiss should be granted as to these claims.

3. Claims Based on the Assignment of the Security Deed (Counts Three, Four, and Five)

Parsons also asserts claims appearing to challenge the validity of the assignment of the Security Deed. In Count Three, Parsons asserts a claim for "improper assignment" of the Note. [Am. Compl. § V, Count Three]. In Count Four, Parsons alleges that the assignment was filed after the alleged transfer occurred and that no assignment to the FNMA 2022-4 Trust was recorded. [*Id.* § V, Count

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not a negotiable instrument and is therefore not governed by Article 3"); *see also Arnold v. Nationstar Mortg., LLC*, No. 1:17-cv-3224-TWT-JKL, 2017 WL 5986233, at *2 (N.D. Ga. Nov. 8, 2017) ("Plaintiffs' suggestion that Nationstar is not a holder in due course under Article 3 of the UCC fails as a matter of law because a security deed is not a negotiable instrument and is, therefore, not governed by Article 3 of the UCC."), *adopted by* 2017 WL 5971994 (N.D. Ga. Dec. 1, 2017)

Four]. In Count Five, Parsons seeks a declaratory judgment that the Note is unenforceable because it was not properly transferred. [*Id.* § V, Count Five]. All of these claims are based on Parsons's belief that the Assignment of the Security Deed was invalid. But Parsons was not a party to the Assignment, and under Georgia law, he lacks standing to challenge the Assignment's validity. *Ames v. JP Morgan Chase Bank, N.A.*, 783 S.E.2d 614, 619–622 (Ga. 2016); *see also* O.C.G.A. § 44-14-64(c). Plaintiff's claims in Counts Three, Four, and Five thus fail, and the motion to dismiss should be granted as to these claims.[9]

4. Truth in Lending (Count Six)

In Count Six, Parsons asserts a claim under the Truth in Lending Act. [Am. Compl. § V, Count Six]. To support this claim, Parsons alleges that "no written notice of assignment was received within 30 days of any alleged transfer of the mortgage loan, as required by 15 U.S.C. § 1641(g)." [*Id.* § V, Count Six ¶ 1]. Parsons fails to state a plausible Truth in Lending Act claim against M&T because he sets forth no facts showing that M&T was a holder or former holder of the Note or Security Deed or that M&T was a creditor or an assignee of a creditor. Instead, Parsons alleges that M&T is a loan servicer. [*Id.* § II, ¶ 2]. This is not enough to

[9] Count Four fails for another reason. The claim is based on Georgia Code Section 44-14-17, which has been repealed, and on Georgia Code Section 44-14-2, which relates to a clerk's duties to record transactions and does not provide a private right of action.

state a plausible Truth in Lending Act claim under § 1641(g). *See Sofinet v. Truist Bank*, No. 1:24-cv-2450-MLB-JEM, 2025 WL 2743751, at *6 (N.D. Ga. May 13, 2025) ("A servicer is not subject to § 1641(g)'s notice requirement unless the servicer was also the owner, and a servicer 'shall not be treated as the owner of the obligation' when the obligation was assigned 'solely for the administrative convenience of the servicer in servicing the obligation.'") (internal quotation marks and citations omitted), *adopted by* 2025 WL 2743687 (N.D. Ga. Jul. 14, 2025); *see also* 15 U.S.C. § 1641(g)(1) (providing that "the creditor that is the new owner or assignee of the debt shall notify the borrower in writing of such transfer"). The motion to dismiss should be granted as to Count Six.

IV. THE COURT NEED NOT ALLOW PARSONS TO REPLEAD

For the reasons above, Parsons's Amended Complaint is a shotgun pleading and does not state plausible claims for relief. Parsons has already received one chance to amend his pleading. [Doc. 15; Doc. 22]. The Court need not grant Parsons leave to replead again. *See Cort v. Cenlar, FSB Mortg. Servicing Rep.*, No. 1:18-cv-4644-WMR-JSA, 2019 WL 5406053, at *8 (N.D. Ga. Aug. 19, 2019) (recommending that a pro se plaintiff's amended complaint be dismissed where the plaintiff had already received one opportunity to amend his pleading), *adopted by* 2019 WL 5406555 (N.D. Ga. Sept. 10, 2019).

V. CONCLUSION

Accordingly, I **RECOMMEND** that M&T's Motion to Dismiss [Doc. 24] be **GRANTED** and that this case be **DISMISSED with prejudice**.

Because this is a Final Report and Recommendation, and there is nothing more pending before the undersigned, the Clerk is **DIRECTED** to terminate the referral of this civil action to me.

SO REPORTED AND RECOMMENDED, this 24th day of February, 2026.

Catherine Salinas

CATHERINE M. SALINAS
UNITED STATES MAGISTRATE JUDGE