United States District Court Southern District of Texas

## **ENTERED**

March 31, 2022 Nathan Ochsner, Clerk

## IN THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF TEXAS **HOUSTON DIVISION**

DEUTSCHE BANK NATIONAL TRUST § COMPANY AS TRUSTEE FOR HSI ASSET SECURITIZATION CORPORATION TRUST 2006 OPT4, MORTGAGE-PASS THROUGH **CERTIFICATES, SERIES 2006-OPT4,** Plaintiff, v. MARK STUBBLEFIELD

Defendant.

Civil Action No. 4:20-cv-2577

**ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL SUMMARY JUDGMENT** 

Pending before the Court is the Motion for Final Summary Judgment ("Motion") filed by Plaintiff Deutsche Bank National Trust Company, as Trustee for HSI Asset Securitization Corporation Trust 2006 OPT4, Mortgage-Pass Through Certificates, Series 2006-OPT4 ("Deutsche Bank" or "Plaintiff"). Defendant Mark Stubblefield has not filed a response. Having considered Plaintiff's motion and the summary judgment evidence, the Court GRANTS Plaintiff's motion. (Dkt. 31).

The summary judgment evidence conclusively establishes that:

(1) default has occurred on the note in the principal amount of \$77,200.00 ("Note"), executed by Decedent Harriet

- Stubblefield on or about November 30, 2005, originally payable to Option One Mortgage Corporation ("Option One");
- (2) the Deed of Trust ("Security Instrument") dated November 30, 2005; recorded in the official public records of Montgomery County, Texas, as Document No. 2005135655 on December 6, 2005; and signed by Decedent Harriet Stubblefield ("Decedent") and her spouse Defendant Mark Stubblefield, provides that Plaintiff, as the current owner and holder of the Note and beneficiary of the Security Instrument, in the event of default on the obligations on the Note, has a first lien security interest on that certain real property commonly known as 9 Yewleaf Ct., the Woodlands, Texas 77381 (the "Property"), and more particularly described as follows:

LOT 33, IN BLOCK 3, OF VILLAGE OF PANTHER CREEK, SECTION ONE (1), A SUBDIVISION IN THE WOODLANDS, IN MONTGOMERY COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET B, SHEET 107B OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS;

- (3) Plaintiff is the current owner and holder of the Note endorsed in blank and beneficiary of the Security Instrument;
- (4) Plaintiff is a mortgagee of the Loan Agreement, as defined by Texas Property Code § 51.0001(4);
- (5) the following are secured by the Security Instrument on the Property: the outstanding balance of the Note, which was at least \$76,698.41 as of July 8, 2021, plus attorney's fees; prejudgment interest at the rate of 9.150%; post-judgment interest at the rate of 9.150% per year; and costs of the court; and

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(6) due to event of default on the Note, Plaintiff, or its successors or assigns, may enforce

its security interest against the Property through non-judicial foreclosure of the

Property as provided in the Security Instrument and section 51.002 of the Texas

Property Code.

Accordingly, the Court enters judgment for Plaintiff and **ORDERS** that the purchaser at

the foreclosure sale authorized by this order will be vested with full ownership in the Property

including all interest held by the Defendant. All foreclosure notices may be mailed to 9 Yewleaf

Ct., Spring, Texas 77381. All costs are to be taxed against the Defendant. This is a FINAL

JUDGMENT that fully and finally disposes of all parties and all claims between Plaintiff and

Defendant. Any relief not granted herein is **DENIED**.

SIGNED at Houston, Texas, on March 31, 2022.

GEORGE C. HANKS, JR.

George C. Hanay

UNITED STATES DISTRICT JUDGE