IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS FORT WORTH DIVISION

WELLS FARGO BANK, N.A., AS	§	
TRUSTEE FOR SOUNDVIEW HOME	§	
LOAN TRUST 2007-OPT2, ASSET-	§	
BACKED CERTIFICATES, SERIES	§	
2007-OPT2,	§	
	§	
Plaintiff,	§	
	§	
v.	§	Civil Action No. 4:22-cv-00341-P
	§	
	§	
KERI LYNN LOVEDAY,	§	
	§	
Defendant.	§	

FINAL DEFAULT JUDGMENT

The Court has entered its Order that the *Motion for Default Judgment* as to Defendant Keri Lynn Loveday (the "Motion") filed by Wells Fargo Bank, National Association as Trustee for Soundview Home Loan Trust 2007-OPT2, Asset-Backed Certificates, Series 2007-OPT2 ("Plaintiff") be granted in its entirety. It is therefore,

ORDERED, ADJUDGED AND DECREED the Motion for Default Judgment is **GRANTED** in its entirety. It is further,

ORDERED, ADJUDGED AND DECREED that an event of default has occurred on that certain *Note* executed on or about March 12, 1973, by Decedent Margaret R. Sampler ("Decedent" or "Borrower"), in the principal account of \$50,000.00, originally payable to Texas State Home Loans, Inc. ("TSHL") (hereinafter "Note"). It is further,

ORDERED, ADJUDGED AND DECREED that that certain *Texas Home Equity Security Instrument* dated April 23, 2007 executed by Decedent, and recorded as Instrument No. D2071520123 in the real property records of Tarrant County, Texas (hereafter "Security

Instrument"), provides that Plaintiff as the current owner of the Note and mortgagee of the Security Instrument, in the event of a default on the obligations on the Note, with a first lien security interest on that certain real property commonly known 2924 NW 24th Street, Fort Worth, Texas 76106, and more particularly described as follows:

LOT 13 IN BLOCK 144, ROSEN HEIGHTS ADDITION, SECOND FILING, AN ADDITION TO THE CITY OF FORT WORTH, TARRANT COUNTY, TEXAS ACCORDING TO THE PLAT FILED IN BOOK 204, PAGE 75, PLAT RECORDS OF TARRANT COUNTY, TEXAS. (The "Property".)

It is further,

ORDERED, ADJUDGED AND DECREED that Plaintiff is the current holder and owner of the specially endorsed Note and beneficiary of the Security Instrument. Plaintiff is also a mortgagee as that term is defined in section 51.0001(4) of the Texas Property Code. It is further,

ORDERED, ADJUDGED AND DECREED that the following are secured by the Security Instrument on the Property: the outstanding balance of the Note; prejudgment interest at the Note interest rate of 10.100%; post-judgment interest at the Note interest rate of 10.100%; and costs of court. It is further,

ORDERED, ADJUDGED AND DECREED that Plaintiff or its successors or assigns, may proceed with foreclosure on the Property as provided in the Security Instrument and section 51.002 of the Texas Property Code. It is further,

ORDERED, ADJUDGED AND DECREED that all foreclosure notices may be mailed to Defendant Keri Lynn Loveday, at 700 Springhill Drive, Hurst, Texas 76054. It is further,

ORDERED, ADJUDGED AND DECREED that all costs are to be taxed against Defendant, not as a personal judgment but as a further obligation on the debt. It is further,

ORDERED, ADJUDGED AND DECREED that this Order fully and finally resolves all claims between Plaintiff and Defendant. All relief requested and not herein granted is denied.

SIGNED and **ENTERED** on this the <u>13th</u> day of <u>June</u> 2022.

Mark T. Pittman

UNITED STATES DISTRICT JUDGE