

ENTERED

January 27, 2023

Nathan Ochsner, Clerk

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

MIDFIRST BANK,

Plaintiff,

v.

**RICHARD L. YANCHUS, RICHARD
JOHN FRANK, and MICHELL RUTH
ZOLNIER,**

Defendants.

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Civil Action No. 4:22-cv-00531

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

The Court has entered its Memorandum and Order that the Motion for Summary Judgment (the “Motion”) filed by Plaintiff MidFirst Bank (“Plaintiff” or “MidFirst”) be granted in its entirety [ECF No. 24]. It is therefore,

ORDERED, ADJUDGED and DECREED that event of default has occurred on that certain *Note* in the principal amount of \$142,956.00 (“Note”), executed by Decedent Carol J. Yanchus and Richard L. Yanchus (“Borrowers”) on or about June 24, 2010, originally payable to PrimeLending, a PlainsCapital Company (“PrimeLending”). It is further,

ORDERED, ADJUDGED and DECREED that certain Deed of Trust (“Security Instrument”) dated June 24, 2010, recorded in the official public records of Montgomery County, Texas, as Document No. 2010055736, and signed by Borrowers, 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, with a first lien security interest on that certain real property commonly known as 7014 Casita Drive, Magnolia, Texas 77354-3190, and more particularly described as follows:

LOT TWENTY-FOUR (24), BLOCK TWO (2), OF AMENDING PLAT OF DURANGO CREEK, SECTION 3, BEING A SUBDIVISION OF 12.587 ACRES OF LAND IN THE JOHN DORSEY, SURVEY, A-169, MONTGOMERY COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET Z, SHEET 1023 (FORMERLY CABINET Z, SHEET 400) OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS. (The "Property").

It is further,

ORDERED, ADJUDGED AND DECREED that MidFirst is the current owner and holder of the Note specially endorsed and beneficiary of the Security Instrument. It is further,

ORDERED, ADJUDGED AND DECREED that MidFirst is a *mortgagee* of the Loan Agreement, as defined by Texas Property Code § 51.0001(4). 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, which was at least \$124,974.44 as of September 29, 2022, plus attorney's fees; prejudgment interest at the rate of 5.000%; post-judgment interest at the rate of 5.000% per year; and costs of the court. It is further,

ORDERED, ADJUDGED AND DECREED that due to event of default on the Note, MidFirst, 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. It is further,

ORDERED, ADJUDGED AND DECREED 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 Defendants. It is further,

ORDERED, ADJUDGED AND DECREED that Plaintiff may further communicate with the Defendant and all third parties reasonably necessary to conduct the foreclosure sale. It is further,

ORDERED, ADJUDGED AND DECREED that all foreclosure notices may be mailed to the subject property at 7014 Casita Drive, Magnolia, Texas 77354-3190. It is further,

ORDERED, ADJUDGED AND DECREED that Plaintiff shall have and recover its attorneys' fees in the amount of \$9,426.16. The attorneys' fees will not be a personal judgment against Defendants, but solely recoverable as a further obligation owed under the Note and Security Instrument. It is further,

ORDERED, ADJUDGED AND DECREED that this is a final judgment that fully and finally disposes of all parties and all claims between Plaintiff and Defendants. Any relief not granted herein is DENIED.

Signed this 27 day of January, 2023 at Houston, Texas..



Lee H. Rosenthal
United States District Judge