

NO. 2023-67809

IMA INVESTMENTS, LLC
Plaintiff,

V.

YUN-KAI LIN
Defendant.

§ **IN THE DISTRICT COURT**
§
§
§ **11TH JUDICIAL DISTRICT**
§
§
§ **OF COUNTY, TEXAS**

DEFENDANT'S ORIGINAL ANSWER

NOW COMES Defendant, Yun-Kai Lin named Defendant in the above-entitled and numbered cause, and file this Original Answer, and shows the Court:

GENERAL DENIAL

Defendant denies each and every allegation of Plaintiff's Original Petition, and demands strict proof thereof as required by the Texas Rules of Civil Procedure.

AFFIRMATIVE DEFENSES

The loan matured on August 25, 2022. Defendant did not need to accelerate the payments due under the loan because the loan was already due and payable in full on August 24, 2022.

The Plaintiff is not a resident of the property securing the loan. Section 51.002(d) of the Texas Property Code is inapplicable because Plaintiff is not a resident of the property and consequently is not entitled to a twenty (20) day notice to cure default before a notice of foreclosure sale.

Defendant is not a consumer. Only a consumer entitled to any debt verification letter under the Fair Debt Collection Practices Act because the definition of a consumer is a "natural person obligated or allegedly obligated to pay any debt."

Defendant provided a payoff to Plaintiff which shows when the payments were received and how the payments were applied. The note required Plaintiff to pay interest payments of \$1,680 per month until the loan matured on August 25, 2022. This loan was a short-term loan. There was no agreed amortization of the loan where equal payments of principal and interest would be paid over a term on the loan. Instead, the loan was for interest to be paid at twelve percent per annum which equal exactly \$1,680 per month for an interest only loan based on a principal amount of \$168,000. Defendant accepted forbearance payments of \$1,680 per month after the maturity date. There was not any agreement to extend the loan. Plaintiff was in default and remained in default after the maturity date. Plaintiff quit making payments so Lender

enforced the power of sale under the deed of trust. Past due sums now accrue at the highest rate allowed which is 18% per annum. An updated payoff statement is attached as Exhibit A. The payoff amount changes each day as interest and reasonable collection costs accrue.

PRAYER

Defendant prays the Court, after notice and hearing or trial, enters judgment in favor of Defendants, awards Defendants the costs of court, attorney's fees, and such other and further relief as Defendants may be entitled to in law or in equity.

Respectfully submitted,

SMITH & SMITH, Attorneys at Law

/S/Steven M. Smith

By: _____

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Attorney for Defendant

Yun-Kai Lin

Unofficial Copy Office of Maritime Business District Clerk

CERTIFICATE OF SERVICE

I certify that on October 12, 2023 a true and correct copy of Defendant's Original Answer was served to each person listed below by the method indicated.

/s/Steven M. Smith

Steven M. Smith

Ray L. Shackelford *via email*: rshackctic@yahoo.com

Unofficial Copy Office of Marilyn Burgess District Clerk

Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Steven Smith on behalf of Steven Smith
Bar No. 18685860
sms@smithsmithlaw.com
Envelope ID: 80548153
Filing Code Description: Answer/ Response / Waiver
Filing Description: Defendant's Answer
Status as of 10/13/2023 8:10 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Ray LShackelford		rshackctic@yahoo.com	10/12/2023 5:07:46 PM	SENT
TAMMY RICHARD		tammy.richard59@yahoo.com	10/12/2023 5:07:46 PM	SENT

Unofficial Copy Office of Marilyn B. Jones District Clerk