

CAUSE NO. 2023-39807

MICHAEL REDDEN

v.

THE G&M JONES LIVING TRUST

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IN THE DISTRICT COURT

HARRIS COUNTY, TEXAS

281st JUDICIAL DISTRICT

MOTION FOR PRELIMINARY INJUNCTION

1. On June 29, 2023, Eric Delarue was hired by Mr. Redden to assist with the foreclosure. Mr. Delarue filed for a Temporary Restraining Order which was signed by this Court to prevent foreclosure of the subject property and to allow Plaintiff to obtain a payoff for Defendant. That Temporary Restraining Order expired on September 15, 2023, and was not extended. Plaintiff and Defendant began working together to allow Plaintiff to obtain financing to refinance the loan; however, the during this process there was no communication between the attorney, the investor, or the title company with any updates, until Mr. Redden received a call from the lender on October 1, 2023 stating that there 5 days before the next foreclosure sell date and the only way to get the loan funded was for Mr. Redden to sign over the deed for his home to Mr. Delarue.. Mr. Redden contacted the Attorney General's office and requested information about the legality of this and was informed that he should not sign his deed due to possible foreclosure scams. Fortunately, the Defendant had not filed for the October 5th, sale date.

2. Mr. Redden contacted Oak Tree Lending on October 4, 2023, and was able to secure an approval on new loan to pay off the Defendant (see exhibit A). Momentum Title was the company that Mr. Delarue and his investor had Mr. Redden hire to do the title search. Mr. Redden contacted Momentum Title on October 7, asking if they would be willing to work with Oak Tree Lending, which they said no. Mr. Redden then requested the file be transferred to a new Title company which they refused to do and said that the file had been closed.

3. The Lender requires title insurance so the process of obtaining new payoff amounts and doing a title search had to be done all over again. This process takes time. Mr. Redden contacted Texas Title Services and they began working on the file. We received a commitment of title insurance from them on October 15, 2023 (see exhibit B). After waiting for Texas Title to approve everything with their underwriter and compliance department it was October 25, 2025. One of the stipulation that had to met before signing could happen was the Defendant had to write a commitment that they would pull the home off the foreclosure listing if they were provided with signed loan documents. Oak Tree Lending contacted Mr. Reed on Friday October 27, 2023, and asked Mr. Reed if his client would be willing to do this. Mr. Reed said that they would be, but he needed signed documents by Monday October 30th, 2023. Mr. Reed knew that was an impossible date to meet. Without Mr. Reed producing a written document stating that upon and only upon receiving signed loan documents the defendant would agree to remove the house from the foreclosure list and will prepare a letter to the Texas Title Services. Texas Title Service will not allow loan documents to be signed until Mr. Reed produces that letter.

4. In an attempt to resolve this Mr. Redden had Oak Tree Lending contact Mr. Reed. When Mr. Reed spoke with Oak Tree Lending, he requested a call from the investor FMC Lending Services to request a commitment of funding before he would stop the foreclosure and send the title company a letter.

5. Upon speaking to Mr. Reed on October 31, 2023 Mr. Reed stated he spoke to FMC Lending and he did not request anything, he simply gave them the Defendants information and said that they should contact the Defendant. The defendant requested in the beginning of this lawsuit that everything was to go through Mr. Reed, and no one was to contact him regarding this lawsuit. Mr. Redden can only assume that the defendant did not speak to the lender.
4. Texas Title Service now, said they will no longer make a commitment. The lender and Mr. Redden requested a settlement statement from the title company which they will not provide.
5. Oak Tree Lending contacted Boston Title Company November 1, 2023 and they are prepared to provide title insurance to the lender and close the loan. They will need to get an updated payoff from Mr. Reed due to the fact Texas Title Service notified us the defendants payoff statement was only good through October 31, 2023.
6. Unfortunately, the loan has been posted for the November 7, 2023 foreclosure sale. Mr. Redden is doing everything possible to get the defendant his payoff. The defendant is intentionally making it virtually impossible to do this by not working with Plaintiff. Defendant attorney is stalling providing up to date payoff information, unwilling to commitment to the title companies requests, and relaying information to the defendant knowing the plaintiff or anyone working on the loan is to not contact him.
7. Unless Defendant is enjoined, Plaintiff will suffer probable harm which is imminent and irreparable. More specifically, if not enjoined, Defendant may sell the Property at any time during the pendency of this matter thus depriving Plaintiff of ownership of the Property and potentially causing Plaintiff to be dispossessed of the Property. Defendant has already posted the Property for the

November 7, 2023, foreclosure sale. Plaintiff has no adequate remedy at law because the subject matter is real property, and any legal remedy of which Plaintiff may avail himself will not give him as complete, equal, adequate, and final a remedy as the injunctive relief sought in the original Application.

8. Therefore, pursuant to Rule 680 of the Texas Rules of Civil Procedure, Plaintiff requests that this Court issue a Preliminary Injunction and, thereafter, a Permanent Injunction to restrain Defendant from selling the real property which is the subject matter of this lawsuit and is commonly known as 22314 Three Pines Drive, Hockley, TX 77447.

9. Plaintiff further requests that, upon trial on the merits, Defendants be permanently enjoined from the same acts listed in Paragraph 1-6 above.

10. Plaintiff is likely to prevail on the merits of the lawsuit as described above.

The granting of the relief requested is not inconsistent with public policy considerations.

BOND

12. Plaintiff has posted a reasonable bond with the court

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully request that:

- A. The Court conduct a hearing on Plaintiff's Motion for Preliminary Injunction;
- B. A temporary restraining order be issued restraining Defendants, their agents, employees, and legal counsel, and those acting in concert or participation with Defendants who receive actual notice of the Order, by personal service or

otherwise, from selling the real property which is the subject matter of this lawsuit and is commonly known as 22314 Three Pines Drive, Hockley, TX 77447; and

- C. A Permanent Injunction be entered enjoining Defendants from the same acts listed in Paragraph C above and such other and further relief, both general and special, at law or in equity, to which Plaintiff may be entitled.
- D. Allow Plaintiff the required time needed to get loan funded and defendant paid off.

CERTIFICATE OF SERVICE

I hereby certify that a that a true and correct copy of the foregoing has been sent to all counsel of record in accordance with the Texas Rules of Civil Procedure on November 1, 2023.

Respectfully Submitted

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Status as of 11/2/2023 8:16 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Bobby Reed		bobby@bobbyreedlaw.com	11/1/2023 2:45:28 PM	SENT
Bobby Reed		bobby@bobbyreedlaw.com	11/1/2023 2:45:28 PM	SENT

Unofficial Copy Office of Marilyn Burgess District Clerk