

NO. 2016-49567

RICHARD D. RODE

v.

OCWEN LOAN SERVICING, L.L.C.,
DEUTSCHE BANK TRUST COMPANY
AMERICAS, AND POWER DEFAULT
SERVICES, INC.

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IN THE DISTRICT COURT
HARRIS COUNTY, TEXAS

295TH JUDICIAL DISTRICT

Time: _____
By: _____
Harris County, Texas
District Clerk
Chris Daniel
OCT 10 2017

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FINAL JUDGMENT

On this day, the Court considered the above-captioned case, including the Binding Arbitration Award signed by Kenneth Paul Thomas, the mediator and arbitrator agreed to by the parties. The Court hereby adopts and confirms the findings and award of the arbitrator and hereby renders judgment pursuant to Chapters 171.081 and 171.087 of the Texas Civil Practice and Remedies Code.

The Court confirms that the parties reached a settlement on all issues in dispute save and except the issue of whether the settlement amount to be paid by Plaintiff Richard D. Rode to Defendants constituted a deficiency or debt forgiveness on the amount claimed by Defendants as due and owing on the promissory note and mortgage related to the real property located at 2301 West Lawther Drive, Deer Park, Texas, 77536.

The Court confirms that the parties agreed in mediation to resolve all claims that were asserted or could have been asserted by a party against another party in consideration of the sum of ONE HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED NINETY DOLLARS AND 87 CENTS (\$187,290.87) to be paid by Plaintiff, Richard D. Rode to Ocwen Loan Services, L.L.C., and Deutsche Bank Trust Company Americas in full and final satisfaction of the alleged security interest, release of the promissory note or other lien or claim for damages, fees, penalties and interest against Richard D. Rode and release of any lien or security interest on the property located at 2301 West Lawther Drive, Deer Park, Texas, 77536, more particularly described as Lot 5, in Block 1, of Park Place, Section One (1), A Subdivision in Harris County, Texas, according to the Map or Plat Thereof, Recorded at Film Code No. 391092 of the Map Records of Harris County, Texas.

The Court confirms that under the facts and evidence presented, that the settlement sum to be paid by Plaintiff to Defendants does not constitute or cause a deficiency or any debt forgiveness under the promissory note/mortgage signed by Plaintiff and that there is no deficiency owed or debt forgiveness to be reported to the IRS/U.S. Treasury by Defendants, their successors or assigns. The arbitrator further finds that no deficiency or debt forgiveness exists to report or file a 1099-C or other reporting document with the IRS/U.S. Treasury or Richard D. Rode.

It is therefore ORDERED that the sum of ONE HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED NINETY DOLLARS AND 87 CENTS (\$187,290.87) fully satisfies the alleged indebtedness owed by Plaintiff Richard D. Rode to Defendants, its successors and assigns, under the promissory note and mortgage relating to the property located at 2301 West Lawther Drive, Deer Park, Texas, 77536.

It is ORDERED that Defendants, or its successors or assigns, shall not report any deficiency or forgiveness of debt related to the mortgage or promissory note related to the real property located at 2301 West Lawther Drive, Deer Park, Texas, 77536, to the IRS/U.S. Treasury or issue any 1099-C to Plaintiff.

It is further ORDERED that upon payment of the sum of ONE HUNDRED EIGHTY SEVEN THOUSAND TWO HUNDRED NINETY DOLLARS AND 87 CENTS (\$187,290.87) by Richard D. Rode to Defendants within 30 days of drafting instructions from Defendant's counsel to Plaintiff's counsel, Defendants, its successors and assigns shall sign all documents necessary to release its alleged security interest on the described real property and promissory note so that no trespass or cloud on the title to the property referenced herein shall exist against the real property.

It is further ORDERED that except as otherwise confirmed and ordered herein, all claims asserted by all parties is hereby DISMISSED WITH PREJUDICE. The bond previously paid by or on behalf of Plaintiff is hereby released.

The Court confirms and ORDERS Arbitration costs of \$500.00 are hereby assessed against Defendants; otherwise all other costs of court are hereby awarded against the party who incurred same.

All other relief not expressly awarded or ordered herein is hereby DENIED.

SIGNED this October 10, 2017

Caroline Baker
JUDGE PRESIDING

APPROVED AS TO FORM:

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- upon representation of all parties + Kent Thomas as mediator & arbitrator to the mediation that the amount adjudged herein was agreed to by Ocwen Loan Servicing, LLC, counsel for Ocwen hereby agrees

COUNSEL FOR OCWEN LOAN SERVICING, L.L.C.,
AND DEUTSCHE BANK TRUST COMPANY
AMERICAS