

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

DAVID L. GLASSEL,

Plaintiff,

vs.

OCWEN LOAN SERVICING, LLC, et al.,

Defendants.

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CIVIL ACTION NO. 4:17-cv-553

**DEFENDANT OCWEN LOAN SERVICING, LLC'S
MOTION TO SUBSTITUTE COUNSEL**

Ocwen Loan Servicing, LLC (“Ocwen” or “Defendant”) hereby requests that the Court allow the substitution of Robert T. Mowrey, Nicola M. Shiels, and Sahar H. Shirazi of Locke Lord LLP, as counsel of record for Defendant, in place of Mark D. Cronenwett of Mackie Wolf Zientz & Mann, P.C. Counsel for Defendant has conferred with all other counsel of record regarding Defendant’s request to substitute to counsel, and they consent to Defendant’s request.

WHEREFORE, PREMISES CONSIDERED, Defendant respectfully requests that this Court grant its motion and allow Robert T. Mowrey, Nicola M. Shiels, and Sahar H. Shirazi of Locke Lord LLP to be substituted as counsel of record for Defendant in place of Mark D. Cronenwett of Mackie Wolf Zientz & Mann, P.C., and such other and further relief as this Court deems appropriate.

Respectfully submitted,

LOCKE LORD LLP

/s/ Nicola M. Shiels

Robert T. Mowrey (“Attorney-in-Charge”)

State Bar No. 14607500

S.D. Bar No. 9529

rmowrey@lockelord.com

Nicola M. Shiels

State Bar No. 24037489

S.D. Bar No. 2936105

nicola.shiels@lockelord.com

2200 Ross Avenue, Suite 2800

Dallas, Texas 75201-6776

(214) 740-8000

(214) 740-8800 (facsimile)

Sahar H. Shirazi

State Bar No. 24085809

S.D. Bar No. 2149563

sahar.shirazi@lockelord.com

JP Morgan Chase Tower

600 Travis Street, Suite 2800

Houston, Texas 77002

(713) 226-1200

(713) 223-3717 (facsimile)

SUBSTITUTING ATTORNEYS FOR DEFENDANT

/s/ Mark D. Cronenwett (by permission/NMS)

Mark D. Cronenwett

Texas Bar No. 00787303

mcronenwett@mwzmlaw.com

MACKIE WOLF ZIENTZ & MANN, P.C.

14160 North Dallas Parkway, Suite 900

Dallas, Texas 75254

(214) 635-2650

(214) 635-2686 (facsimile)

WITHDRAWING ATTORNEY FOR DEFENDANT

CERTIFICATE OF CONFERENCE

On September 6, 2018, I conferred with Larry Vick, Michael Hord, Andrea Belgau, and Mary Markantonis regarding the motion for substitution of counsel for Defendant. All stated that they are not opposed to the relief sought in the motion. The undersigned was unable to confer with Melinda Poole.

/s/ Nicola M. Shiels

Nicola M. Shiels

CERTIFICATE OF SERVICE

The undersigned certifies that on the 10th day of September 2018, a true and correct copy of the foregoing document was served on the following pursuant to the Federal Rules of Civil Procedure.

Larry Alton Vick
Attorney at Law
10497 Town & Country Way, Suite 700
Houston, TX 77024

Michael F. Hord, Jr.
Eric C. Mettenbrink
Hirsch & Westheimer, P.C.
1415 Louisiana Street, 36th Floor
Wedge International Tower
Houston, Texas 77002

Andrea E. Belgau
Assistant U.S. Attorney
1000 Louisiana, Ste. 2300
Houston, TX 77002

Mary M. Markantonis
Dean G. Pappas Law Firm, PLLC
818 Town & Country Blvd., Ste. 400
Houston, TX 77024

Melinda Poole, Pro Se
66 Summer Crest Cir.
The Woodlands, TX 77381

/s/ Nicola M. Shiels

Nicola M. Shiels

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

DAVID L. GLASSEL,

Plaintiff,

v.

OCWEN LOAN SERVICING, LLC,

Defendant.

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Civil Action No. 4:17-cv-553

**DEFENDANT’S FIRST AMENDED CERTIFICATE OF INTERESTED
PARTIES/CORPORATE DISCLOSURE STATEMENT**

Defendant Ocwen Loan Servicing, LLC hereby files this its First Amended Certificate of Interested Persons/Corporate Disclosure Statement and states as follows:

I. INTERESTED PARTIES

The following is a complete list of all persons, associations of persons and entities that are financially interested in the outcome of the case, to Defendant’s knowledge:

1. David L. Glassel
Plaintiff, *Pro se*
2119 Old Ox Road
Spring, Texas 77386
(832) 533-7767

2. Ocwen Loan Servicing, LLC
Defendant
c/o Mark D. Cronenwett
Philip Danaher
Mackie Wolf Zientz & Mann, P. C.
14160 North Dallas Parkway, Suite 900
Dallas, TX 75254
(214) 635-2650

Respectfully submitted,

By: /s/ Mark D. Cronenwett

MARK D. CRONENWETT

Texas Bar No. 00787303

Southern District Bar No. 21340

mcronenwett@mwzmlaw.com

MACKIE WOLF ZIENTZ & MANN, P. C.

14160 North Dallas Parkway, Suite 900

Dallas, TX 75254

Telephone: 214-635-2650

Facsimile: 214-635-2686

ATTORNEYS FOR DEFENDANT

CERTIFICATE OF SERVICE

I certify that on the 28th day of February, 2017, a true and correct copy of the foregoing document was served via certified mail and regular U.S. mail on the pro se party listed below:

Dave L. Glassel
2119 Old Ox Road
Spring, Texas 77386

/s/ Mark D. Cronenwett

MARK D. CRONENWETT

ENTERED

September 12, 2017

David J. Bradley, Clerk

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

DAVID L. GLASSEL,

Plaintiff,

v.

OCWEN LOAN SERVICING, LLC,

Defendant.

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Civil Action No. 4:17-cv-553

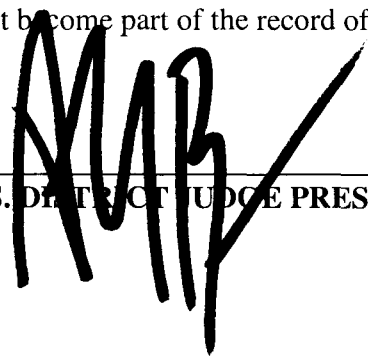
**ORDER GRANTING INTERVENOR-PLAINTIFF DEUTSCHE BANK NATIONAL
TRUST COMPANY, AS TRUSTEE'S MOTION TO INTERVENE**

COMES ON TO BE CONSIDERED Deutsche Bank National Trust Company, as Trustee, in Trust for Registered Holders of Long Beach Mortgage Loan Trust 2006-7, Asset-Backed Certificates, Series 2006-7's ("Deutsche Bank") Motion to Intervene, and any responses and replies thereto, and it is the opinion of this Court that the Motion should be Granted. It is therefore,

ORDERED, ADJUDGED, AND DECREED that Deutsche Bank's Motion to Intervene is granted, and that Deutsche Bank's Original Complaint become part of the record of this case.

SEP 12 2017

U.S. DISTRICT JUDGE PRESIDING



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

DAVID L. GLASSEL,

Plaintiff,

v.

OCWEN LOAN SERVICING, LLC,

Defendant.

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Civil Action No. 4:17-cv-553

**INTERVENOR-PLAINTIFF DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE’S MOTION TO INTERVENE**

COMES NOW Intervenor-Plaintiff Deutsche Bank National Trust Company, as Trustee, in Trust for Registered Holders of Long Beach Mortgage Loan Trust 2006-7, Asset-Backed Certificates, Series 2006-7 (“Deutsche Bank”) and pursuant to Federal Rule of Civil Procedure 24 respectfully requests that the Court grant its Motion to Intervene and for its Original Petition to become part of the record of this cause, and in support respectfully shows the Court:

I. STATUS OF PLEADINGS

1. On February 6, 2017, David L. Glassel (“Glassel”) filed *Plaintiffs Original Petition* [sic] *to Quiet Title and Request for Temporary Restraining Order*, thereby opening cause number 17-02-01580 in the 244th Judicial District of Montgomery County, Texas. Glassel alleges that Defendant Ocwen Loan Servicing, LLC violated certain constitutional and statutory requirements in the origination of a loan on Glassel’s “residential and business homestead in Montgomery County with a legal description of: Lot Sixty-Four (64), and Lot Sixty Five (65) in Block Three (3) of Spring Forest Section One. . . .” Lots Sixty-Four and Sixty-Five, respectively known as 2123 Old Ox Road and 2119 Old Ox Road, are distinct properties subject to distinct loan agreements owned by distinct entities. Deutsche Bank is the holder and beneficiary of the

Note and Security Instrument related to 2119 Old Ox Road. Deutsche Bank is not currently a party to this cause. Deutsche Bank seeks to intervene in this cause and assert claims against Glassel to foreclose on 2119 Old Ox Road because of Glassel's default under the terms of the Note and Security Instrument.

II. ARGUMENT AND REQUEST FOR RELIEF

A. Intervention as a Matter of Right

2. Federal Rule of Civil Procedure 24(a) allows a movant who "claims an interest relating to the property or transaction that is the subject of the action, and is so situated that disposing of the action may as a practical matter impair or impede the movant's ability to protect its interest, unless existing parties adequately represent that interest," to intervene in the action as a matter of right. FED. R. CIV. P. 24(a). Deutsche Bank may intervene as of right under Rule 24 because Deutsche Bank has an interest in a property made subject to this action and Deutsche Bank's ability to protect that interest may be impeded by disposition of this action.

3. This case involves a dispute over loans taken out by Glassel and secured by the equity in two contiguous but distinct properties: 2119 Old Ox Road and 2123 Old Ox Road. On June 9, 2006, Glassel executed a Texas Home Equity Security Note for a \$204,000.00 loan that encumbered 2119 Old Ox Road. (Exhibits B & C.) The original lender on the Note was Long Beach Mortgage Company (Exhibits B & C.) The Note and Security Instrument were subsequently transferred to Deutsche Bank. (Exhibit D.) On August 22, 2006, Glassel executed a Deed of Trust with GreenPoint Mortgage Funding, Inc. as lender, securing a \$168,000.00 loan with an interest in 2123 Old Ox Road. (Exhibit E.)

4. Glassel's claim that the lenders committed a "loan stacking violation" by encumbering Glassel's property with multiple home equity loans rests on the disingenuous

presumption that 2123 Old Ox Road and 2119 Old Ox Road are one and the same property. *See Pl.'s Original Pet.* Glassel conflates 2119 Old Ox Road with 2123 Old Ox Road to assert that the loan agreements at issue were constitutionally and statutorily invalid, and that somehow the lenders owe Glassel money and are barred from foreclosing. *See Pl.'s Original Pet.* Therefore Deutsche Bank's interest in 2119 Old Ox Road directly relates to Glassel's claims in this action.

5. The current parties to this action do not adequately protect Deutsche Bank's interest in 2119 Old Ox Road. Glassel seeks a declaration that, despite Glassel's admitted default, Glassel owes no debt on the property or properties at issue and foreclosure is constitutionally barred. *See Pl.'s Original Pet.* Defendant Ocwen Loan Servicing, LLC, as the loan servicer, has an interest in 2123 Old Ox Road. Deutsche Bank seeks to protect its interest in 2119 Old Ox Road and to foreclose on that property. No current party to this action can protect Deutsche Bank's interest.

6. In its Original Complaint, Deutsche Bank seeks an order of foreclosure on the loan secured by 2119 Old Ox Road. (Exhibit A.) Deutsche Bank thus has a clear interest in the subject property that could be affected by a judgment in this cause. If Glassel prevails in his claims, Deutsche Bank, as the current holder and beneficiary of the loan agreement secured by 2119 Old Ox Road, may lose its interest in the property. Accordingly, Deutsche Bank seeks to intervene in this cause as a matter of right pursuant to Federal Rule of Civil Procedure 24(a).

B. Permissive Intervention

7. Alternatively and without waiving its foregoing argument, Deutsche Bank seeks to intervene in this cause with the Court's permission pursuant to Federal Rule of Civil Procedure Rule 24(b). That Rule provides that the Court may permit a party to intervene when that party "has a claim or defense that shares with the main action a common question of law or

fact.” FED. R. CIV. P. 24(b)(1)(B).

8. Deutsche Bank’s claims directly relate to the claims at issue in this cause. Deutsche Bank’s interest will be affected by a judgment in this cause because it is the holder of the Note and Security Instrument on 2119 Old Ox Road—that is, the Lot Sixty-Five that Glassel implies is united with Lot Sixty-Four (2123 Old Ox Road) as one “residential and business homestead.” *Pl.’s Original Pet.* at ¶ 5. (*See* Exhibit D.) There are common questions of law and fact in Deutsche Bank’s Original Complaint attached as Exhibit A and Glassel’s claims against the property or properties and the lenders who hold interests in those properties include . *See Pl.’s Original Pet.* Those questions of law include whether the liens on the property or properties are valid and whether the lenders have the right to foreclose.

III. PRAYER

WHEREFORE, PREMISES CONSIDERED, Deutsche Bank respectfully requests that the Court grant its Motion to Intervene and grant that Deutsche Bank’s Complaint in Intervention, attached hereto as Exhibit A, become part of the official record of the above-numbered and styled cause, and grant Deutsche Bank any other relief, whether at law or in equity, to which it is justly entitled.

Respectfully submitted,

By: /s/ Mark D. Cronenwett

MARK D. CRONENWETT

Texas Bar No. 00787303

Southern District Bar No. 21340

mcronenwett@mwzmlaw.com

MACKIE WOLF ZIENTZ & MANN, P. C.

14160 North Dallas Parkway, Suite 900

Dallas, TX 75254

Telephone: 214-635-2650

Facsimile: 214-635-2686

**ATTORNEYS FOR INTERVENOR-
PLAINTIFF DEUTSCHE BANK
NATIONAL TRUST COMPANY, AS
TRUSTEE, IN TRUST FOR REGISTERED
HOLDERS OF LONG BEACH
MORTGAGE LOAN TRUST 2006-7,
ASSET-BACKED CERTIFICATES,
SERIES 2006-7'**

CERTIFICATE OF CONFERENCE

I hereby certify that I conferred with Plaintiff's counsel Larry A. Vick via email on April 11, 2017, and that Plaintiff opposes this Motion to Intervene.

/s/ Mark D. Cronenwett

MARK D. CRONENWETT

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing instrument was served via ECF Notification on this 13th day of April, 2017, upon the following:

Larry A. Vick
Attorney at Law
10497 Town & Country Way, Ste. 700
Houston, TX 77024
Attorney for Plaintiff

/s/ Mark D. Cronenwett
MARK D. CRONENWETT

Attached Exhibits:

- A. Intervenor's Original Complaint
- B. 2119 Note
- C. 2119 Security Instrument
- D. 2119 assignment(s)
- E. 2123 Deed of Trust

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FORECLOSURE SALE DEED

(With attached Affidavit and Notice of Foreclosure Sale for recording as one document)

Deed of Trust Date: June 9, 2006

Grantor(s): DAVID L. GLASSEL

Original Mortgagee: LONG BEACH MORTGAGE COMPANY

Current Mortgagee: Deutsche Bank National Trust Company, as Trustee, in trust for registered Holders of Long Beach Mortgage Loan Trust 2006-7, Asset-Backed Certificates, Series 2006-7

Recording Information: Recorded 06/30/2006 in Document 2006-073760 of the real property records of Montgomery County, Texas.

Property Legal Description: SEE EXHIBIT A

Date of Sale: 02/06/2024 **Time of Sale:** 10:05 AM

Place of Sale: Montgomery County Courthouse steps at 301 N. Main, in Conroe, Texas, OR IF THE PRECEDING AREA IS NO LONGER THE DESIGNATED AREA, AT THE AREA MOST RECENTLY DESIGNATED BY THE COUNTY COMMISSIONER'S COURT

Buyer: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2006-7, ASSET-BACKED CERTIFICATES, SERIES 2006-7

Buyer's Mailing Address: C/O SELECT PORTFOLIO SERVICING, INC.
3217 S. DECKER LAKE DR.
SALT LAKE CITY, UT 84119

Amount of Sale: \$331,500.00

By Deed of Trust, Grantor conveyed to ALLAN B. POLUNSKY, as Trustee, certain property for the purpose of securing and enforcing payment of the indebtedness and obligations therein described, including but not limited to the Note and all renewals and extensions of the note. AVT TITLE SERVICES, LLC was appointed Substitute Trustees per the terms of the Deed of Trust and Texas Property Code Sections 51.0075 and 51.0076 and was requested to enforce the trust Deutsche Bank National Trust Company, as Trustee, in trust for registered Holders of Long Beach Mortgage Loan Trust 2006-7, Asset-Backed Certificates, Series 2006-7, the current mortgagee of the Deed of Trust, who requested AVT TITLE SERVICES, LLC, as Substitute Trustee, to enforce the trust of the Deed of Trust.

Pursuant to the requirements of the Deed of Trust and the laws of the state of Texas, Deutsche Bank National Trust Company, as Trustee, in trust for registered Holders of Long Beach Mortgage Loan Trust 2006-7, Asset-Backed Certificates, Series 2006-7 obtained an Order from the

457th District Court of Montgomery County on 05/30/2023 under Cause No. 23-04-05118. A copy of the Order is attached hereto. Thereafter, written notice of the time, place, date, and terms of the public foreclosure sale of the Property was posted at the courthouse of Montgomery County, Texas, the county in which the Property is situated, and a copy of the notice was also filed with the county clerk of Montgomery County, Texas, each notice having been posted and filed for at least twenty-one days preceding the date of the foreclosure sale. Written notice of the time, date, place, and terms of the foreclosure sale was served on behalf of the current Mortgagee by certified mail on each debtor who, according to the records of the current Mortgagee, is obligated to pay any of the indebtedness and obligations. The certified-mail notices were timely sent by depositing the notices in the United States mail, postage prepaid in proper amount, and addressed to each debtor at the debtor's last known address as shown by the records of the current Mortgagee at least twenty-one days preceding the date of the foreclosure. Written notice of default and of the opportunity to cure the default to avoid acceleration of the maturity of the note was served on behalf of the current Mortgagee by certified mail on each debtor who, according to the records of the current Mortgagee, is obligated to pay any of the indebtedness and obligations. The certified-mail notices were timely sent by depositing the notices in the United States mail, postage prepaid in proper amount, and addressed to each debtor at the debtor's last known address as shown by the records of the current Mortgagee at least thirty days preceding the date of the acceleration of the maturity of the note and the posting of the mortgaged Property for foreclosure.

In consideration of the premises and of the bid and payment of the amount of \$331,500.00, the highest bid by Buyer, I, as Substitute Trustee, by virtue of the authority conferred on me in the Deed of Trust, have GRANTED, SOLD, and CONVEYED all of the Property to Buyer and Buyer's heirs and assigns, to have and to hold the Property, together with the rights, privileges, and appurtenances thereto belonging unto Buyer and Buyer's heirs and assigns forever. I, as the Substitute Trustee, do hereby bind Grantor and Grantor's heirs and assigns to WARRANT and FOREVER DEFEND the Property to Buyer and Buyer's heirs and assigns forever, against the claim or claims of all persons claiming the same or any part thereof.

Executed on 7th day of February, 2024.



NAME: Keller Mackie
AUTHORIZED AGENT FOR AVT TITLE SERVICES, LLC

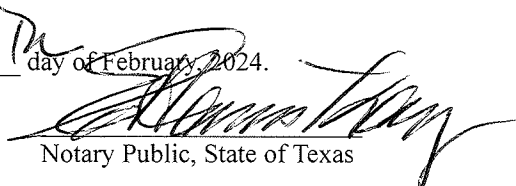
STATE OF TEXAS

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COUNTY OF DALLAS

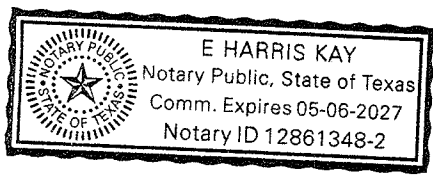
Keller Mackie BEFORE ME, the undersigned authority, on this day personally appeared _____, as authorized agent for the Substitute Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and who acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of office this 7th day of February, 2024.


Notary Public, State of Texas

xxxxx1007/13-000177-850-12
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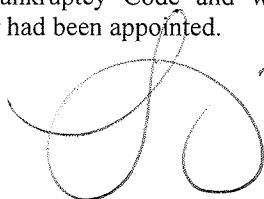
AFTER RECORDATION RETURN TO:
Mackie Wolf Zientz & Mann, P.C.
Parkway Office Center, Suite 900
14160 Dallas Parkway
Dallas, Texas 75254



AFFIDAVIT

BEFORE ME, the undersigned on this day personally appeared Lori Liane Long, ~~L. Keller Mackie, Brandon Wolf, Chelsea Schneider, Ester Gonzales, Karla Balli~~ and after being duly sworn, deposed and states under oath, as follows:


1. I am over the age of eighteen (18), have not been convicted of a crime of moral turpitude and have personal knowledge of the facts contained in this affidavit.
2. All notices required pursuant to the terms of the Deed of Trust and Texas Property Code Section 51.002(b) and (d) were provided to the debtors.
3. In accordance with Texas Property Code Section 51.002, the Notice of Sale was posted at least twenty-one (21) days prior to the date of sale at the proper location designated by the County Commissioner's Court. Additionally, a copy of the Notice of Sale was filed at least twenty-one (21) days prior to the date of sale in the office of the County Clerk of the county in which the sale occurred.
4. At this time of the Foreclosure Sale and twelve (12) months prior to the sale, the debtors were not in the armed services of the United States of America.
5. At the time of the Foreclosure Sale the debtors were alive, were not protected by any stay under the United States Bankruptcy Code and were not involved in any divorce proceedings where a receiver had been appointed.



~~Lori Liane Long, L. Keller Mackie, Brandon Wolf, Chelsea Schneider, Ester Gonzales, Karla Balli~~

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

SUBSCRIBED AND SWORN TO before me by Lori Liane Long, ~~L. Keller Mackie, Brandon Wolf, Chelsea Schneider, Ester Gonzales, Karla Balli~~ on this 12th day of February, 2024.



Notary Public, State of Texas

MWZM#: 13-000177-850-12
Property Address: 2119 OLD OX ROAD, SPRING, TX 77386

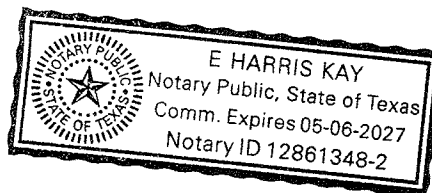


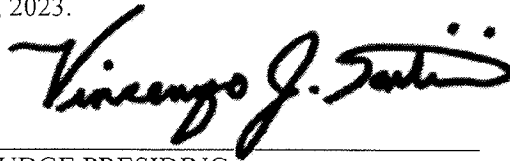
EXHIBIT A

LOT SIXTY-FIVE (65), BLOCK THREE (3), SECTION ONE (1), SPRING FOREST SUBDIVISION, LOCATED IN THE MONTGOMERY COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 351, ACCORDING TO THE MAP OR RECORD IN VOLUME 7, PAGE 379, MAP RECORDS OF MONTGOMERY COUNTY, TEXAS.

6. Based on the affidavit of Petitioner, no Respondent subject to this order is protected from foreclosure by the Servicemembers Civil Relief Act, 50 U.S.C. App § 501 et seq.
7. Therefore, the Court grants Petitioner's motion for a default order under Texas Rules of Civil Procedure 736.7 and 736.8. Petitioner may proceed with foreclosure of the property described above in accordance with applicable law and the loan agreement sought to be foreclosed.
8. This Order is not subject to a motion for rehearing, a new trial, a bill of review, or an appeal. Any challenge to this order must be made in a separate, original proceeding filed in accordance with Texas Rule of Civil Procedure 736.11.

5/30/2023 10:31:10 AM

SIGNED this ____ day of _____, 2023.



JUDGE PRESIDING

Approved and Entry Requested:



MACKIE WOLF ZIENTZ & MANN, P.C.

Karla Balli

Attorney, State Bar No. 24035997

kballi@mwzmlaw.com

Parkway Office Center, Suite 900

14160 Dallas Parkway

Dallas, TX 75254

(214) 635-2650 (Phone)

(214) 635-2686 (Fax)

NOTICE OF FORECLOSURE SALE

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OR ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

1. *Property to Be Sold.* The property to be sold is described as follows: LOT SIXTY-FIVE (65), BLOCK THREE (3), SECTION ONE (1), SPRING FOREST SUBDIVISION, LOCATED IN THE MONTGOMERY COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 351, ACCORDING TO THE MAP OR RECORD IN VOLUME 7, PAGE 379, MAP RECORDS OF MONTGOMERY COUNTY, TEXAS.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust dated 06/09/2006 and recorded in Document 2006-073760 real property records of Montgomery County, Texas.

3. *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Date: 02/06/2024

Time: 10:00 AM

Place: Montgomery County, Texas at the following location: Montgomery County Courthouse steps at 301 N. Main, in Conroe, Texas, OR IF THE PRECEDING AREA IS NO LONGER THE DESIGNATED AREA, AT THE AREA MOST RECENTLY DESIGNATED BY THE COUNTY COMMISSIONER'S COURT or as designated by the County Commissioners Court.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash. Pursuant to the deed of trust, the mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to section 51.009 of the Texas Property Code, the property will be sold in AS IS, WHERE IS condition, without any express or implied warranties, except as to the warranties of title, if any, provided for under the deed of trust.

5. *Obligations Secured.* The Deed of Trust executed by DAVID L. GLASSEL, provides that it secures the payment of the indebtedness in the original principal amount of \$204,000.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. Deutsche Bank National Trust Company, as Trustee, in trust for registered Holders of Long Beach Mortgage Loan Trust 2006-7, Asset-Backed Certificates, Series 2006-7 is the current mortgagee of the note and deed of trust and SELECT PORTFOLIO SERVICING, INC. is mortgage servicer. A servicing agreement between the mortgagee, whose address is Deutsche Bank National Trust Company, as Trustee, in trust for registered Holders of Long Beach Mortgage Loan Trust 2006-7, Asset-Backed Certificates, Series 2006-7 c/o SELECT PORTFOLIO SERVICING, INC., 3217 S. Decker Lake Dr., Salt Lake City, UT 84119 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

6. *Order to Foreclose.* Deutsche Bank National Trust Company, as Trustee, in trust for registered Holders of Long Beach Mortgage Loan Trust 2006-7, Asset-Backed Certificates, Series 2006-7 obtained a Order from the 457th District Court of Montgomery County on 05/30/2023 under Cause No. 23-04-05118. The mortgagee has requested a Substitute Trustee conduct this sale pursuant to the Court's Order.

7. *Substitute Trustee(s) Appointed to Conduct Sale.* In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.



Mackie Wolf Zientz & Mann, P.C.

Brandon Wolf, Attorney at Law

✓ L. Keller Mackie, Attorney at Law

Michael Zientz, Attorney at Law

Lori Liane Long, Attorney at Law

Chelsea Schneider, Attorney at Law

Ester Gonzales, Attorney at Law

Karla Balli, Attorney at Law

Parkway Office Center, Suite 900

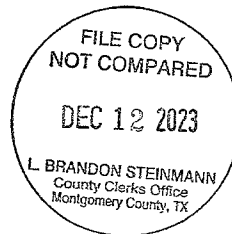
14160 Dallas Parkway

Dallas, TX 75254

For additional sale information visit: servicelinkauction.com/texas or (866) 539-4173

Certificate of Posting

I am Chris Poston whose address is c/o AVT Title Services, LLC, 5177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on Dec. 12, 2023 I filed this Notice of Foreclosure Sale at the office of the Montgomery County Clerk and caused it to be posted at the location directed by the Montgomery County Commissioners Court.



E-FILED FOR RECORD

02/14/2024 12:02PM



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

02/14/2024



L. Brandon Steinmann

County Clerk,
Montgomery County, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

FORECLOSURE SALE DEED

(With attached Affidavit and Notice of Foreclosure Sale for recording as one document)

Deed of Trust Date: August 22, 2006

Grantor(s): DAVID L. GLASSEL

Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC., ITS SUCCESSORS AND ASSIGNS

Current Mortgagee: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAA HOME EQUITY TRUST 2006-18, ASSET-BACKED CERTIFICATES SERIES 2006-18

Recording Information: Recorded 08/25/2006 in Document 2006-099885, Book 161-11, Page 0771 of the real property records of Montgomery County, Texas.

Property Legal Description: SEE EXHIBIT A

Date of Sale: 08/03/2021 **Time of Sale:** 10:03 AM

Place of Sale: IN THE COMMISSIONERS COURTROOM LOCATED AT 501 N. THOMPSON, 4TH FLOOR, SUITE 402, CONROE, TX; EXCEPT ON OFFICIAL COUNTY HOLIDAYS OR WHEN A COUNTY EMERGENCY, INCLUDING ISSUANCE OF A STATE OR LOCAL DISASTER DECLARATION IMPEDES OR PROHIBITS THE USE OF SUITE 402 AT 501 N. THOMPSON, CONROE, TX, SALES WILL BE HELD ON THE MONTGOMERY COUNTY COURTHOUSE STEPS LOCATED AT 301 N. MAIN, CONROE, TX, OR IF THE PRECEDING AREA IS NO LONGER THE DESIGNATED AREA, AT THE AREA MOST RECENTLY DESIGNATED BY THE COUNTY COMMISSIONER'S COURT

Buyer: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAA HOME EQUITY TRUST 2006-18, ASSET-BACKED CERTIFICATES SERIES 2006-18

Buyer's Mailing Address: C/O PHH MORTGAGE CORPORATION
1MORTGAGE WAY MAIL STOP SV-22
MT. LAUREL, NJ 08054

Amount of Sale: \$ 165,000.00

By Deed of Trust, Grantor conveyed to G. TOMMY BASTIAN, as Trustee, certain property for the purpose of securing and enforcing payment of the indebtedness and obligations therein described, including but not limited to the Note and all renewals and extensions of the note. AVT TITLE SERVICES, LLC was appointed Substitute Trustees per the terms of the Deed

AFFIDAVIT

BEFORE ME, the undersigned on this day personally appeared ~~LORI LIANE LONG, L. KELLER MACKIE, BRANDON WOLF, CHELSEA SCHNEIDER, ESTER GONZALES.~~ and after being duly sworn, deposed and states under oath, as follows:

1. I am over the age of eighteen (18), have not been convicted of a crime of moral turpitude and have personal knowledge of the facts contained in this affidavit.
2. All notices required pursuant to the terms of the Deed of Trust and Texas Property Code Section 51.002(b) and (d) were provided to the debtors.
3. In accordance with Texas Property Code Section 51.002, the Notice of Sale was posted at least twenty-one (21) days prior to the date of sale at the proper location designated by the County Commissioner's Court. Additionally, a copy of the Notice of Sale was filed at least twenty-one (21) days prior to the date of sale in the office of the County Clerk of the county in which the sale occurred.
4. At this time of the Foreclosure Sale and twelve (12) months prior to the sale, the debtors were not in the armed services of the United States of America.
5. At the time of the Foreclosure Sale the debtors were alive, were not protected by any stay under the United States Bankruptcy Code and were not involved in any divorce proceedings where a receiver had been appointed.

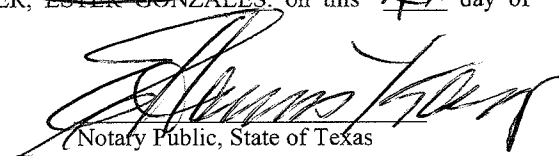


~~Lori Liane Long, L. Keller Mackie, Brandon Wolf, Chelsea Schneider, Ester Gonzales.~~

STATE OF TEXAS §

COUNTY OF Dallas §

SUBSCRIBED AND SWORN TO before me by ~~LORI LIANE LONG, L. KELLER MACKIE, BRANDON WOLF, CHELSEA SCHNEIDER, ESTER GONZALES.~~ on this 4th day of August, 2021.



Notary Public, State of Texas

MWZ#: 14-000404-670-6
Property Address: 2123 OLD OX ROAD, SPRING, TX 77386

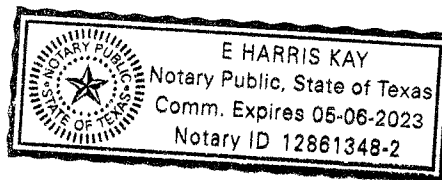


EXHIBIT A

LOT SIXTY-FOUR (64), IN BLOCK THREE (3) OF SPRING FOREST,
SECTION ONE (1), AN ADDITION IN MONTGOMERY COUNTY, TEXAS,
ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME
7, PAGE 379, OF THE MAP RECORDS OF MONTGOMERY COUNTY,
TEXAS.

NOTICE OF FORECLOSURE SALE

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OR ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

1. *Property to Be Sold.* The property to be sold is described as follows: LOT SIXTY-FOUR (64), IN BLOCK THREE (3) OF SPRING FOREST, SECTION ONE (1), AN ADDITION IN MONTGOMERY COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 7, PAGE 379, OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust dated 08/22/2006 and recorded in Book 161-11 Page 0771 Document 2006-099885 real property records of Montgomery County, Texas.

3. *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Date: 08/03/2021

Time: 10:00 AM


Place: Montgomery County, Texas at the following location: IN THE COMMISSIONERS COURTROOM LOCATED AT 501 N. THOMPSON, 4TH FLOOR, SUITE 402, CONROE, TX; EXCEPT ON OFFICIAL COUNTY HOLIDAYS OR WHEN A COUNTY EMERGENCY, INCLUDING ISSUANCE OF A STATE OR LOCAL DISASTER DECLARATION IMPEDES OR PROHIBITS THE USE OF SUITE 402 AT 501 N. THOMPSON, CONROE, TX, SALES WILL BE HELD ON THE MONTGOMERY COUNTY COURTHOUSE STEPS LOCATED AT 301 N. MAIN, CONROE, TX, OR IF THE PRECEDING AREA IS NO LONGER THE DESIGNATED AREA, AT THE AREA MOST RECENTLY DESIGNATED BY THE COUNTY COMMISSIONER'S COURT or as designated by the County Commissioners Court.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash. Pursuant to the deed of trust, the mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to section 51.009 of the Texas Property Code, the property will be sold in AS IS, WHERE IS condition, without any express or implied warranties, except as to the warranties of title, if any, provided for under the deed of trust.

5. *Obligations Secured.* The Deed of Trust executed by DAVID L. GLASSEL, provides that it secures the payment of the indebtedness in the original principal amount of \$168,000.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAA HOME EQUITY TRUST 2006-18, ASSET-BACKED CERTIFICATES SERIES 2006-18 is the current mortgagee of the note and deed of trust and PHH MORTGAGE CORPORATION is mortgage servicer. A servicing agreement between the mortgagee, whose address is DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR GSAA HOME EQUITY TRUST 2006-18, ASSET-BACKED CERTIFICATES SERIES 2006-18 c/o PHH MORTGAGE CORPORATION, 1 Mortgage Way, Mail Stop SV-22, Mt. Laurel, NJ 08054 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

6. *Substitute Trustee(s) Appointed to Conduct Sale.* In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.


Mackie Wolf Zientz & Mann, P.C.
Brandon Wolf, Attorney at Law
L. Keller Mackie, Attorney at Law
Michael Zientz, Attorney at Law
Mori Liane Long, Attorney at Law
Chelsea Schneider, Attorney at Law
Ester Gonzales, Attorney at Law
Parkway Office Center, Suite 900
14160 Dallas Parkway
Dallas, TX 75254



I am Patricia Poston Certificate of Posting
whose address is c/o AVT Title Services, LLC, 5177 Richmond Avenue, Suite 1230,
Houston, TX 77056. I declare under penalty of perjury that on 7.1.2021 I filed this Notice of Foreclosure Sale at the office
of the Montgomery County Clerk and caused it to be posted at the location directed by the Montgomery County Commissioners Court.

E-FILED FOR RECORD

08/09/2021 11:38AM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

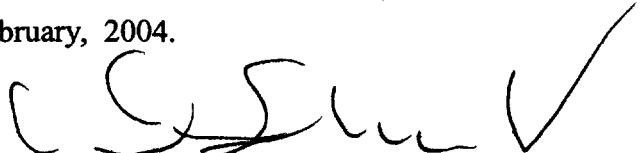
I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

08/09/2021



County Clerk
Montgomery County, Texas

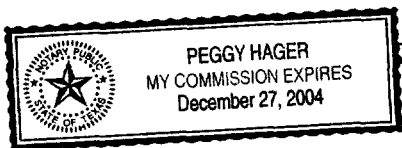
EXECUTED this the 5th day of February, 2004.



DAVID L. GLASSEL

THE STATE OF TEXAS §
 §
COUNTY OF §

This instrument was subscribed, sworn to, and acknowledged before me this 5th day of February, 2004, by DAVID L. GLASSEL.





Notary Public, State of Texas

**RETURN TO:
CHICAGO TITLE
2251 NORTH LOOP 336 WEST
SUITE A
CONROE TX 77304**

518-10-1443

EXHIBIT "A"

LEGAL DESCRIPTION

LEGAL DESCRIPTION

24.3021 ACRE (1,058,600 SQUARE FEET)
ALL OF A CALLED 24.0 ACRES
F.J. COOK SURVEY, ABSTRACT 118 AND
J.A. SLAYMAN SURVEY, ABSTRACT 519
MONTGOMERY COUNTY, TEXAS

Being 24.3021 acres (1,058,600 square feet) all of a called 24.0 acres conveyed to Roy L. Willis trust by deed recorded under County Clerk's File Number (CCF) 8409704 of the Real property Records of Montgomery County, Texas (RPR MCT) and described in deed recorded in volume 299, page 289 of the deed records of Montgomery County, Texas (DR MCT). Said 24.3021 acre tract lying in the F.J. Cook Survey, Abstract 118, and J.A. Slayman Survey Abstract 519 in Montgomery County, Texas and more particularly described by metes and bounds as follows (bearings referenced to the north line of said 24.0 acre tract):

BEGINNING at a found concrete monument in the west right of way line (ROW) of Highway 75, North Frasier Street (130 feet wide), marking the southeast corner of a called 24.05351 acre tract, conveyed to Walton Nurseries Inc. by deed recorded in Volume 793, Page 188 DR MCT, and the northeast corner of said 24.0 acre tract;

THENCE Southerly, along said ROW along a curve to the left, having a length of 360.17 feet and based on a radius of 11525.16 feet, an included angle of 01°47'27" and a chord bearing South 15°52'19" East a distance of 360.17 feet to a set 5/8" iron rod in the herein described tract;

THENCE South 16°40'43" East, (called South 17°10'00" East), continuing along said ROW a distance of 300.76 feet to a found railroad iron marking the northeast corner of a called 14.77 acres tract conveyed to J. Charles Bradley et ux by deed recorded under CCF 9610361 RPR MCT, and the southeast corner of the herein described tract;

THENCE North 74°44'51" West (called North 75°00'00" West), along the north line of said 14.77 acres tract, a distance of 2066.10 feet to a found 5/8 inch iron rod in the east line of a called 8.043 acres tract conveyed to B. J. Atkins Partners, Ltd., by deed recorded under CCF 9679324 RPR MCT, for the southwest corner of the herein described tract;

THENCE North 15°35'39" East, (called North 15°00'00" East), along said east line a distance of 556.03 feet to a found 1/2 iron rod, marking the southwest corner of said 24.05351 acres tract, for the northwest corner of the herein described tract;

THENCE South 75°00'00" East, along the south line of said 24.05351 acres tract, a distance of 1717.54 feet to the POINT OF BEGINNING and containing a computed 24.3021 acre (1,058,600 square feet) of land.

FILED FOR RECORD

2004 FEB 10 PM 2:20

Mark J. Sublett
COUNTY CLERK
MONTGOMERY COUNTY TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY
I hereby certify this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the Official Public Records of Real Property at
Montgomery County, Texas.

FEB 10 2004



Mark J. Sublett
County Clerk
Montgomery County, Texas

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

This space for Recorder's use

ASSIGNMENT OF DEED OF TRUST



DocID# 6372221433520403

Property Address:
2123 Old Ox Rd
Spring, TX 77386-2112

TX0M-ADT 20617483 E 12/15/2012 BK01

Recording Requested By:
Bank of America
Prepared By:
Diana De Avila
800-444-4302
1800 Tapo Canyon Road
Simi Valley, CA 93063

When recorded mail to:
CoreLogic
Mail Stop: ASGN
1 CoreLogic Drive
Westlake, TX 76262-9823

MIN #: 100013800901585444

MERS Phone #: 888-679-6377

For Value Received, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC. its successors and assigns (herein "Assignor") whose address is 1901 E Voorhees Street, Suite C, Danville, IL 61834 hereby assign and transfer to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE HOLDERS OF THE GSAA HOME EQUITY TRUST 2006-18 ASSET-BACKED CERTIFICATES SERIES 2006-18 its successors and assigns whose address is C/O BAC, M/C: CA6-914-01-43, 1800 Tapo Canyon Road, Simi Valley, CA 93063 all its right, title, and interest to a certain Deed of Trust described below.

Original Lender: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC.
Borrower(s): DAVID L. GLASSEL, AN UNMARRIED MAN
Original Trustee: G. TOMMY BASTIAN
Date of Deed of Trust: 8/22/2006
Original Loan Amount: \$168,000.00

Recorded in Montgomery County, T X on: 8/25/2006, book 161-11, page 0771 and instrument number 2006-099885

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

~~DEC 19 2012~~

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE FOR GREENPOINT MORTGAGE FUNDING, INC.

By:

Falisha Wallace Assistant Secretary

State of California
County of Ventura

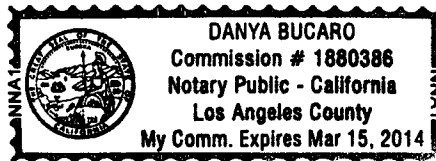
On DEC 19 2012 before me, **Danya Bucaro**, Notary Public, personally appeared **Talisha Wallace**, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Notary Public: **Danya Bucaro**
My Commission Expires: **March 15, 2014**



(Seal)

Mark Tumbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was e-FILED in
file number sequence on the date and at the time
stamped herein by me and was duly e-RECORDED in
the Official Public Records of Montgomery County, Texas.

12/26/2012



Mark Tumbull

County Clerk
Montgomery County, Texas

CORPORATE ASSIGNMENT OF DEED OF TRUST

Contact JPMORGAN CHASE BANK, N.A. for this instrument 780 Kansas Lane, Suite A, Monroe, LA 71203, telephone # (866) 756-8747, which is responsible for receiving payments.

Loan #: 0698166543



FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency of which is hereby acknowledged, the undersigned, FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK SUCCESSOR IN INTEREST TO LONG BEACH MORTGAGE COMPANY, WHOSE ADDRESS IS 700 Kansas Lane, MC 8000, MONROE, LA, 71203, (ASSIGNOR), by these presents does convey, grant, assign, transfer and set over the described Deed of Trust with all interests secured thereby, all liens, and any rights due or to become due thereon, to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR LONG BEACH MORTGAGE LOAN TRUST 2006-7, WHOSE ADDRESS IS 700 KANSAS LANE, MC 8000, MONROE, LA 71203 (866)756-8747, ITS SUCCESSORS OR ASSIGNS, (ASSIGNEE).

Said Deed of Trust dated 06/09/2006 executed by DAVID L. GLASSEL in the amount of \$204,000.00 and recorded on 06/30/2006 as Instrument # 2006-073760, in Book n/a, Page n/a in the records of Real Property of MONTGOMERY County, Texas.

This Assignment is made without recourse, representation or warranty, express or implied, by the FDIC in its corporate capacity or as Receiver.

IN WITNESS WHEREOF, this Assignment is executed on 01/22/2013 (MM/DD/YYYY). FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK SUCCESSOR IN INTEREST TO LONG BEACH MORTGAGE COMPANY, by JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, its Attorney-in-Fact

By: LeShonda Anderson
LeShonda Anderson
VICE PRESIDENT

STATE OF LOUISIANA PARISH OF OUACHITA
On 01/22/2013 (MM/DD/YYYY), before me appeared LeShonda Anderson to me personally known, who did say that he/she/they is/are the VICE PRESIDENT of JPMORGAN CHASE BANK, NATIONAL ASSOCIATION as Attorney-in-Fact for FEDERAL DEPOSIT INSURANCE CORPORATION, AS RECEIVER OF WASHINGTON MUTUAL BANK SUCCESSOR IN INTEREST TO LONG BEACH MORTGAGE COMPANY and that the instrument was signed on behalf of the corporation (or association), by authority from its board of directors, and that he/she/they acknowledged the instrument to be the free act and deed of the corporation (or association).

Angela Ruth Payne
Angela Ruth Payne
Notary Public - State of LOUISIANA
Commission expires: Upon My Death



Document Prepared By: Robert E. Fletcher - c/o NTC, 2100 Alt. 19 North, Palm Harbor, FL 34683 (800)346-9152

When Recorded Return To: JPMorgan Chase Bank, NA, C/O NTC 2100 Alt. 19 North, Palm Harbor, FL 34683 JPCAS 18781486 -3 WAMU CJ4533723 T0413012913 [C] FRMTX1_JPCAS2



18781486

Mark Tumbull

COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was e-FILED in
file number sequence on the date and at the time
stamped herein by me and was duly e-RECORDED in
the Official Public Records of Montgomery County, Texas.

01/25/2013



Mark Tumbull

County Clerk
Montgomery County, Texas

When recorded mail to:
MACKIE WOLF ZIENTZ & MANN, P.C.
PARKWAY OFFICE CENTER, SUITE 900
14160 NORTH DALLAS PARKWAY
DALLAS, TEXAS 75254

APPOINTMENT OF SUBSTITUTE TRUSTEE

STATE OF TEXAS
COUNTY OF MONTGOMERY

KNOWN BY THESE ALL MEN PRESENTS:

WHEREAS, DAVID L. GLASSEL was the original Grantor(s), ALLAN B. POLUNSKY was the original Trustee, and LONG BEACH MORTGAGE COMPANY was the original Beneficiary under that certain Deed of Trust dated 06/09/2006 and recorded on 06/30/2006 as Document 2006-073760 of the official records of the Recorder of Montgomery County, Texas, and

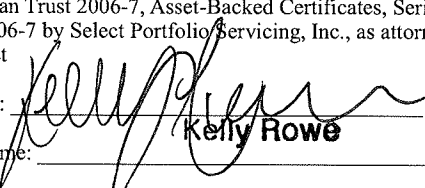
WHEREAS, the Deed of Trust encumbers real property situated in Montgomery County, Texas, being more particularly described as:

LOT SIXTY-FIVE (65), BLOCK THREE (3), SECTION ONE (1), SPRING FOREST SUBDIVISION, LOCATED IN THE MONTGOMERY COUNTY SCHOOL LAND SURVEY, ABSTRACT NO. 351, ACCORDING TO THE MAP OR RECORD IN VOLUME 7, PAGE 379, MAP RECORDS OF MONTGOMERY COUNTY, TEXAS.

WHEREAS, the undersigned, who is the holder of the Note and present Beneficiary under said Deed of Trust, desires to appoint a new Trustee in place and stead of said original Trustee, or successor Trustee, thereunder,

NOW THEREFORE, the undersigned hereby appoints ANTHONY D. CARIDI, CARL NIENDORFF, KELLER MACKIE, MICHAEL W. ZIENTZ OR WES WEBB as Substitute Trustee under said Deed of Trust.

Deutsche Bank National Trust Company, as Trustee, in trust for registered Holders of Long Beach Mortgage Loan Trust 2006-7, Asset-Backed Certificates, Series 2006-7 by Select Portfolio Servicing, Inc., as attorney in fact

By: 
Name: Kelly Rowe

Title: Document Control Officer
Select Portfolio Servicing, Inc.

Date: 9/23/16

STATE OF UTAH
COUNTY OF SALT LAKE

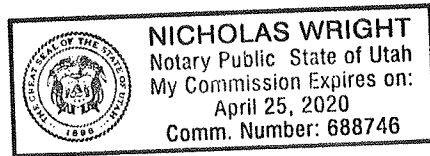
On this 23 day of sept, in the year 2016, before me
Nicholas Wright, a notary public, personally appeared
Kelly Powe Personally Known, a * of Select
Portfolio Servicing, Inc., proved on the basis of satisfactory evidence to be the person whose name is
subscribed to this instrument, and acknowledged that he/she executed the same. Witness my hand and
official seal.

Nicholas Wright
Notary Public

* Document Control Officer

(Notary Seal)

XXXXXX1007/13-000177-850
HEL



E-FILED FOR RECORD

10/06/2016 03:44PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number sequence on the date and time stamped herein by me and was duly e-RECORDED in the Official Public Records of Montgomery County, Texas.

10/06/2016



County Clerk
Montgomery County, Texas

E 3

After Recording Return to:
Mackie Wolf Zientz & Mann, P.C.
Attn: Mark D. Cronenwett
14160 N. Dallas Parkway, Suite 900
Dallas, Texas 75254

NOTICE OF RESCISSION OF ACCELERATION

PLEASE TAKE NOTICE that on August 14, 2017, a Rescission of Acceleration was issued, as follows:

DESCRIPTION OF PROPERTY AFFECTED:

Common address 2123 Old Ox Road, Spring, TX 77386, and more particularly described:

LOT SIXTY-FOUR (64), IN BLOCK THREE (3) OF SPRING FOREST, SECTION ONE (1), AN ADDITION IN MONTGOMERY COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 7, PAGE 379, OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS.

DESCRIPTION OF DEED OF TRUST:

Deed of Trust or Security Instrument dated August 22, 2006, recorded on August 25, 2006 in the Real Property Records for Montgomery County, Texas, Instrument number 2006-099885, executed by David L. Glassel, originally in favor of GreenPoint Mortgage Funding, Inc., its successors and assigns.

DESCRIPTION OF RESCISSION:

Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-18, Asset-Backed Certificates Series 2006-18, is the current Mortgagee of the Note and Deed of Trust. Mortgagee's address is:

Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-18, Asset-Backed Certificates Series 2006-18
c/o Mark D. Cronenwett
Mackie Wolf Zientz & Mann, PC
14160 North Dallas Pkwy., Ste. 900
Dallas, Texas 75254

121-404-070

SIGNED this 14 day of August, 2017.

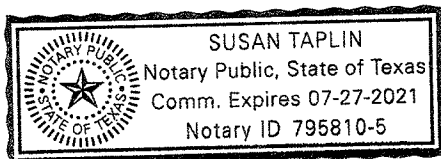


Mark D. Cronenwett,
Counsel for Deutsche Bank National Trust
Company, as Trustee for GSAA Home Equity Trust
2006-18, Asset-Backed Certificates Series 2006-18,
and Ocwen Loan Servicing, LLC

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

BEFORE ME, the undersigned Notary Public, on this day personally appeared Mark D. Cronenwett, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he is attorney of record for Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-18, Asset-Backed Certificates Series 2006-18, and Ocwen Loan Servicing, LLC, and that he has executed this Notice of Rescission of Acceleration in his capacity as attorney for Federal National Mortgage Association and Seterus, Inc. for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN to before me on this 14th day of August, 2017.



Susan Taplin
Notary Public, State of Texas

After Recording Return to:
Mackie Wolf Zientz & Mann, P.C.
Attn: Mark D. Cronenwett
14160 N. Dallas Parkway, Suite 900
Dallas, Texas 75254

EXHIBIT A

MACKIE WOLF ZIENTZ & MANN, P.C.

ATTORNEYS AT LAW
PHONE (214) 635-2650 FAX (214) 635-2686

PARKWAY OFFICE CENTER, SUITE 900
14160 NORTH DALLAS PARKWAY
DALLAS, TEXAS 75254
* PLEASE RESPOND TO DALLAS OFFICE

UNION PLAZA
124 WEST CAPITOL, SUITE 1560
LITTLE ROCK, ARKANSAS 72201

August 14, 2017

Via CMRRR 7011 1570 0001 7601 6221
David L. Glasse!
2123 Old Ox Rd.
Spring, TX 77386

RE: LOAN NO. xxxxxx4452
MWZM NO. 14-000404-670

RESCISSION OF ACCELERATION OF LOAN MATURITY

We represent Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-18, Asset-Backed Certificates Series 2006-18, the current Mortgagee of the Note and Deed of Trust related to the above referenced Loan, and Ocwen Loan Servicing, LLC, the servicer of the Loan on behalf of Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-18, Asset-Backed Certificates Series 2006-18. Mortgagee's address is:

Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-18, Asset-Backed Certificates Series 2006-18
c/o Mark D. Cronenwett
Mackie Wolf Zientz & Mann, PC
14160 North Dallas Pkwy., Ste. 900
Dallas, Texas 75254

The affected real property and improvements are located at common address 2123 Old Ox Road, Spring, TX 77386, more particularly described:

LOT SIXTY-FOUR (64), IN BLOCK THREE (3) OF SPRING FOREST, SECTION ONE (1), AN ADDITION IN MONTGOMERY COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 7, PAGE 379, OF THE MAP RECORDS OF MONTGOMERY COUNTY, TEXAS.

We further represent Ocwen Loan Servicing, LLC in the following action: Civil Action No. 4:17-cv-553; *David L. Glassel v. Ocwen Loan Servicing, LLC*, currently pending in the United States District Court, for the Southern District of Texas, Houston Division.

A default occurred under the terms of the Note. Notification was sent that default had occurred in the payment of the Note and that Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-18, Asset-Backed Certificates Series 2006-18, would accelerate the maturity of the Note if you did not cure the default. Because of your failure to cure the default, the maturity date of the Note may have been accelerated on behalf of the Mortgagee.

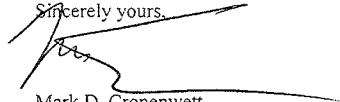
NOW, THEREFORE, Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-18, Asset-Backed Certificates Series 2006-18, and Ocwen Loan Servicing, LLC, without prejudice or waiver of any right or remedy available to them by reason of any past or future default, hereby rescind any and all prior acceleration(s) of the debt and maturity of the Note. The Note and Deed of Trust are now in effect in accordance with their original terms and conditions, as though no acceleration took place.

Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-18, Asset-Backed Certificates Series 2006-18, and Ocwen Loan Servicing, LLC expressly require full performance of any and all terms, conditions or requirements set forth in the Note and Deed of Trust or any other documents executed by the parties to the indebtedness. The validity of the Deed of Trust or the perfection of any liens securing payment of the Note are not diminished in any way and this Rescission of Acceleration of Loan Maturity is not intended, nor should it be construed to waive, release or limit any rights Lender would otherwise have under the terms of the Note and Deed of Trust. Deutsche Bank National Trust Company, as Trustee for GSAA Home Equity Trust 2006-18, Asset-Backed Certificates Series 2006-18, and Ocwen Loan Servicing, LLC retain all rights of recourse against any and all parties obligated under the terms of the Note and Deed of Trust.

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT THE DEBT AND ANY INFORMATION OBTAINED BY IT WILL BE USED FOR THAT PURPOSE.

Sincerely yours,



Mark D. Cronenwett
Mackie Wolf Zientz & Mann, P.C.

Cc: *Via CMRRR 7011 1570 0001 7601 6238*
David L. Glassel
2119 Old Ox Rd.
Spring, TX 77386

Via CMRRR 7011 1570 0001 7601 6245
Larry Alton Vick
Attorney at Law
Texas Bar No. 20563500
10497 Town & Country Way, Suite 700
Houston, TX 77024

E-FILED FOR RECORD
08/17/2017 12:35PM



COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS,
COUNTY OF MONTGOMERY

I hereby certify that this instrument was e-filed in the file number
sequence on the date and time stamped herein
by me and was duly e-RECORDED in the Official Public
Records of Montgomery County, Texas.

08/17/2017



County Clerk
Montgomery County, Texas

ENTERED

November 06, 2019

David J. Bradley, Clerk

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

DAVID L. GLASSEL
Plaintiff

§
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§
§

VS.

C.A. NO. 4:17-CV-553

OCWEN LOAN SERVICING, LLC
Defendant

FINAL JUDGMENT

On this day, came to be heard Intervener-Plaintiff/Defendant, Deutsche Bank National Trust Company, as Trustee in Trust for Registered Holders of Long Beach Mortgage Loan Trust 2006-7, Asset-Backed Certificates, Series 2006-7's ("**Trustee**") Second Motion for Entry of Final Judgment (the "**Motion**"). The Court, having considered the Motion, and the response, if any, is of the opinion that the Motion should be, in all things, **GRANTED**.

It is therefore ORDERED AND DECREED that all of Plaintiff David L. Glassel's ("**Glassel**") claims against Trustee are dismissed with prejudice. It is further

ORDERED AND DECREED that Trustee is hereby awarded and this Judgment shall constitute an Order Authorizing Foreclosure, authorizing Trustee to foreclose on the real property collateral made the basis of the present action. It is further

ORDERED AND DECREED and the Court finds that Glassel obtained a loan from lender Long Beach Mortgage Company ("**Long Beach**"), which is evidenced by a Texas Home Equity Note dated June 9, 2006 executed by Glassel and payable to the order of Long Beach and its assigns in the original principal amount of \$204,000.00 (the "**Note**") and which is secured by a Texas Home Equity Security Instrument executed by Glassel, as Grantor, dated June 9, 2006 and recorded in the real property records of Montgomery County, Texas as Instrument No. 2006-073760 (the "**Deed of Trust**"), pursuant to which Glassel granted for the benefit of Long Beach

and its successors and assigns, a lien against certain real property located at 2119 Old Ox Road, Spring, Texas 77386 which is more particularly described in the Deed of Trust as:

**LOT SIXTY-FIVE (65), BLOCK THREE (3), SECTION ONE (1),
SPRING FOREST SUBDIVISION, LOCATED IN THE
MONTGOMERY COUNTY SCHOOL LAND SURVEY, ABSTRACT
NO. 351, ACCORDING TO THE MAP OR RECORD IN VOLUME 7,
PAGE 379, MAP RECORDS OF MONTGOMERY COUNTY,
TEXAS.**

and which real property together with the improvements thereon is referred to herein as (the “**Property**”). It is further

ORDERED AND DECREED and the Court finds that the Note and the lien against the Property evidenced by the Deed of Trust were transferred and assigned to Trustee and that after the requisite notice of default was provided, the Note was accelerated on November 30, 2015 and all outstanding principal and accrued but unpaid interest was declared to be immediately due and payable, and that Glassel has failed to pay those amounts. It is further

ORDERED AND DECREED and the Court finds that after allowing all just and lawful offsets, payments, and credits, there remains due and owing under the Note as of March 29, 2018, the total amount owed is or was \$326,610.65 consisting of an outstanding principal balance of \$191,429.65, accrued but unpaid interest in the amount of \$87,888.32 through March 29, 2018, escrow advances totaling \$43,178.16, loan level advances totaling \$4,076.00 and interest on advances totaling \$38.52, that all foregoing amounts together with any interest accruing on the unpaid principal balance from and after March 29, 2018 at a per diem or daily rate of \$40.92 per day until the balance due under the subject loan is paid. It is further

ORDERED AND DECREED that the sums owed as described in the above paragraph are secured by the lien against the Property evidenced by the Deed of Trust, that Trustee is the current

“mortgagee” as the term is defined in the Texas Property Code §51.0001(4), and that Trustee is entitled to foreclose on the Property through this Judgment.

It is further ORDERED AND DECREED that, Trustee and its assigns are authorized to conduct a non-judicial foreclosure sale of the Property pursuant to the terms and conditions of the Deed of Trust and in accordance with TEX. PROP CODE §51.002.

It is further ORDERED AND DECREED and the Court finds that Melinda Poole filed an abstract of judgment against Glassel on March 9, 2010 as document number 2010018672 in the Official Public Records of Montgomery County, Texas and that Trustee’s lien is superior, prior and senior to that of Melinda Poole.

It is further ORDERED AND DECREED and the Court finds that Mustang Power Systems filed an abstract of judgment against Glassel on November 4, 2011 as document number 2011098542 in the Official Public Records of Montgomery County, Texas and that Trustee’s lien is superior, prior and senior to that of Mustang Power Systems.

It is further ORDERED AND DECREED and the Court finds that the IRS recorded a Notice of Federal Tax Lien on November 7, 2013 in the Official Public Records of Montgomery County, Texas and that Trustee’s lien is superior, prior and senior to that of the IRS and United States of America, Department of the Treasury.

It is further ORDERED AND DECREED that any relief not specifically granted in this Judgment is DENIED and any parties not otherwise disposed of are DISMISSED.

SIGNED AND ENTERED on this _____ day of **NOV 05 2019**, 2019.



U.S. DISTRICT JUDGE

ENTERED

March 27, 2019

David J. Bradley, Clerk

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

DAVID L GLASSEL,

Plaintiff,

VS.

OCWEN LOAN SERVICING, LLC, *et al*,

Defendants.

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CIVIL ACTION NO. 4:17-CV-553

ORDER

Before the Court are Defendant Ocwen Loan Servicing, LLC’s Motion for Summary Judgment (the “Motion”) (Doc. #45), Plaintiff’s Response (Doc. #50), and Defendant’s Reply (Doc. #53). Having reviewed the parties’ arguments and applicable legal authority, the Court grants the Motion.

I. Background

On August 22, 2006, Plaintiff David Glassel executed a promissory note (the “Note”) with GreenPoint Mortgage Funding, Inc. (“GreenPoint”) for the property located at 2123 Old Ox Road, Spring, Texas 77386 (the “Property”). Doc. #45, Ex. A-1.¹ On the same day, Plaintiff also

¹ Plaintiff objects to the Declaration of Michelle McLean, the Declaration of Mark D. Cronenwett, and the exhibits attached thereto based on various reasons, including lack of proper verification of third-party records, conclusory statements, and unauthenticated hearsay. Doc. #50 at ¶¶ 16–24. However, the assignees of contracts and notes are able to prove up the business records of their assignors. *Rosenberg v. Collins*, 624 F.2d 659, 665 (5th Cir. 1980). Defendant Ocwen Loan Servicing, LLC—as loan servicer for assignee Deutsche Bank National Trust Company—has properly proven up the loan documents attached to the declarations. Doc. #45, Ex. A and Ex. A-3. Accordingly, Plaintiff’s objections to the Declaration of Michelle McLean, the Declaration of Mark D. Cronenwett, and the exhibits attached thereto are hereby OVERRULED.

executed a Deed of Trust with GreenPoint for the Property. *Id.*, Ex. A-2. Defendant Ocwen Loan Servicing, LLC (“Ocwen”) services the Note and Deed of Trust for Deutsche Bank National Trust Company, the assignee, owner, and holder of the Note and Deed of Trust. *Id.*, Ex. A at ¶ 5–8 and Ex. A-3. Importantly, the Note and Deed of Trust both permit acceleration of the required loan payments following a default. *See id.*, Ex. A-1 at ¶ 6(C) and Ex. A-2 at ¶ 22.

As Plaintiff concedes, he “was unable to make his monthly mortgage payments and made no payments on the [Deed of Trust and Note] since” mid-2012. Doc. #21 at ¶ 11. Some point thereafter, Ocwen initiated foreclosure proceedings. Doc. #45 at 5. In response to the proceedings, Plaintiff initiated this action, arguing that Ocwen violated Plaintiff’s rights under the Texas Constitution’s and Texas Property Code’s provisions related to homestead exemptions, that Ocwen’s right to foreclose is time-barred, and that Plaintiff is owed an accounting.² *See* Doc. #21. Now, Ocwen moves for summary judgment on all three of Plaintiff’s arguments. *See* Doc. #45.

II. Legal Standard

Summary judgment is proper if there is no genuine issue of material fact and the moving party is entitled to judgment as a matter of law. Fed. R. Civ. P. 56. “A genuine dispute as to a material fact exists if the evidence is such that a reasonable jury could return a verdict for the nonmoving party. [Courts must construe] all facts and inferences in the light most favorable to the nonmoving party. But, summary judgment may not be thwarted by conclusional allegations, unsupported assertions, or presentation of only a scintilla of evidence.” *Rogers v. Bromac Title Services, L.L.C.*, 755 F.3d 347, 350 (5th Cir. 2014) (internal citations omitted).

² Plaintiff has abandoned his accounting claim. Doc. #50 at 11. Accordingly, the Court grants summary judgment in favor of Ocwen as to that claim.

III. Analysis

In response to Ocwen's foreclosure proceedings on the Property, Plaintiff alleges that Ocwen violated Plaintiff's rights under the Texas Constitution's and Texas Property Code's provisions related to homestead exemptions. *See* Doc. #21 at ¶¶ 12–13. Specifically, Plaintiff relies on loan documents and filings from loans predating the Note and Deed of Trust to demonstrate that the Property is his homestead. Doc. #50 at ¶¶ 27–31. However, by executing the Deed of Trust, Plaintiff “disclaim[ed] all homestead rights, interests and exemptions related to the Property.” Doc. #45, Ex. A-2 at ¶ 27. Therefore, even if Plaintiff had on a prior date designated the Property as his homestead as he contends, Plaintiff's subsequent actions evinced an abandonment of that homestead designation. *See Thomas v. Graham Mortg. Corp.*, 408 S.W.3d 581, 591 (Tex. App.—Austin 2013, pet. denied) (holding that plaintiff borrower “abandoned any homestead rights in the [p]roperty at the time of the loan agreement”). Therefore, because the Property is not Plaintiff's homestead, the Texas Constitution's and Texas Property Code's provisions related to homestead exemptions that Plaintiff alleges were violated by Ocwen are inapplicable. *See* Doc. #21 at ¶¶ 12–13. Accordingly, because no material fact issue exists and Ocwen is entitled to judgment as a matter of law, the Court grants the Motion as to Plaintiff's claims related to the Texas Constitution and Texas Property Code.

Furthermore, Plaintiff argues that any right Ocwen had to foreclose on the Property is time-barred because Ocwen had until March 5, 2017 (*i.e.*, four years after the date of an alleged discharge of the debt), to foreclose.³ Doc. #50 at ¶¶ 32–34; Tex. Civ. Prac. & Rem. Code Ann.

³ Plaintiff argues that any debt that was owed under the Note or Deed of Trust was discharged in bankruptcy in Case No. 12-37253 in the United States Bankruptcy Court for the Southern District of Texas, Houston Division. Doc. #50 at ¶¶ 32–34. But Plaintiff fails to cite any legal authority supporting his argument and generally refers to a document titled “Discharge of Debtor.” Doc. #50, Ex. B-3.

§ 16.035(a) (West Supp. 2019) (“A person must bring suit for the recovery of real property under a real property lien or the foreclosure of a real property lien not later than four years after the day the cause of action accrues.”). However, according to Plaintiff, Ocwen sought foreclosure in state court on February 6, 2017. Doc. #50 at ¶¶ 32–34. More importantly, “[i]f a note or deed of trust secured by real property contains an optional acceleration clause, default does not ipso facto start limitations running on the note. Rather, the action accrues only when the holder actually exercises its option to accelerate.” *Holy Cross Church of God in Christ v. Wolf*, 44 S.W.3d 562, 566 (Tex. 2001). If the holder never exercises its option to accelerate, the limitations period commences on the maturity date of the final payment. *Id.* Here, there is no evidence properly before the Court that Ocwen attempted to exercise acceleration under the Note or Deed of Trust. Therefore, the limitations period would begin on the maturity date of the loan (*i.e.*, September 1, 2036). *See* Doc. #45, Ex. A-1 at ¶ 3. Accordingly, Ocwen’s right to foreclose on the Property is not time-barred.

IV. Conclusion

For the foregoing reasons, the Court grants the Motion. As to Plaintiff’s accounting claim and Ocwen’s alleged violations of the Texas Constitution and the Texas Property Code, the Motion is hereby GRANTED, and all of Plaintiff’s claims against Ocwen are DISMISSED. As to Plaintiff’s limitations affirmative defense, the Motion is hereby GRANTED.

It is so ORDERED.

MAR 27 2019

Date



The Honorable Alfred H. Bennett
United States District Judge

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

DAVID L. GLASSEL	§	
Plaintiff,	§	
	§	
v.	§	C.A. 4:17-CV-553
	§	
OCWEN LOAN SERVICING, LLC, AND	§	
DEUTSCHE BANK NATIONAL TRUST	§	
COMPANY, AS TRUSTEE, IN TRUST	§	
FOR REGISTERED HOLDERS OF	§	
LONG BEACH MORTGAGE LOAN	§	
TRUST 2006-7, ASSET-BACKED	§	
CERTIFICATES, SERIES 2006-7	§	
Defendants.	§	

**PLAINTIFF’S MOTION FOR NEW TRIAL OR, ALTERNATIVELY
TO MODIFY JUDGMENT**

TO THE HONORABLE JUDGE OF THIS COURT:

COMES NOW, Plaintiff David L. Glassel and files this Motion for New Trial pursuant to Rule 59 to correct manifest error and alternative Motion to Modify Judgment. For the reasons set forth below, Plaintiff requests that the Court order a new trial in this case and grant Plaintiff any such other and further relief the Court deems appropriate.

RULE 59 STANDARD

1. Federal Rule of Civil Procedure 59 confirms the Court’s authority to order a new trial based on its appraisal of the fairness of the trial and the reliability of the jury’s verdict. The rule does not specify what grounds are necessary to support such a decision but states only that the action may be taken “for any of the reasons for which new trials have heretofore been granted in actions at law in the courts of the United States.” *Smith v. Transworld Drilling*, 773 F.2d 610, 612

(5th Cir. 1985) A new trial may be granted for many reasons, including if prejudicial error was committed in its course. *Id.*

2. Within the Fifth Circuit, a motion for new trial must “clearly establish a manifest error of law or fact or must present newly discovered evidence.” *Simon v. United States*, 891 F.2d 1154, 1159 (5th Cir. 1990). Rule 59 “serve[s] the narrow purpose of allowing a party to correct manifest errors of law or fact or to present newly discovered evidence.” *Waltman v. Int’l Paper Co.*, 875 F.2d 468, 473 (5th Cir. 1989).

3. “Under [Rule] 59, a new trial may be granted on the basis of newly discovered evidence if (1) the facts discovered are of such a nature that they would probably change the outcome; (2) the facts alleged are actually newly discovered and could not have been discovered earlier by proper diligence; and (3) the facts are not cumulative or impeaching.” *Farm Credit Bank v. Guidry*, 110 F.3d 1147, 1154 (5th Cir. 1997).

SUMMARY JUDGMENT STANDARD

4. Defendant should have been entitled to summary judgment as a matter of law only if it had shown, which it did not, that “the pleadings, depositions, answers to interrogatories, and admissions on file, together with affidavits, if any, show there is not genuine issue as to any material fact.” Fed. R. Civ. P. 56(c). The applicable substantive law, which is Texas law in this case, determines whether a fact is material *See Anderson v. Liberty Lobby, Inc.* 477 U.S. 242, 248, 106 S. Ct. 2505, 91 L.Ed.2d 202 (1986). An issue of fact is genuine “if the evidence is such that a reasonable jury could return a verdict for the nonmoving party.” *Id.* at 248, 106 S. Ct. 2505. In determining whether a genuine issue of material fact exists, all inferences must be drawn, and all doubts must be resolved, in favor of the non-moving party. *Anderson*, 477 U.S. at 248.

STATEMENT OF FACTS RELEVANT TO MOTION

5. In the summer of 1975 David Glassel and his now deceased wife purchased two lots in the Spring Forest subdivision of Montgomery County, Texas with the intent to make the property their home. The legal description of the property lots is as follows:

Lots Sixty-Four (64) and Sixty-Five (65) in Block Three (3) of Spring Forest Section One, according to the Map or Plat thereof recorded in Volume 7, page 379 of the Map Records of Montgomery County, Texas (the “**Property**”).

6. In the summer of 2006 Plaintiff borrowed \$400,000.00 to refinance and make further improvements to his homestead. Plaintiff was assisted in obtaining these loans by Michael Perot, a loan broker, who arranged the following transactions:

- a) June 9, 2006 in the amount of \$204,000. from Long Beach Mortgage Company;
- b) August 22, 2006, amount \$168,000 from GreenPoint Mortgage Funding, Inc.; and
- c) August 22, 2006, amount \$21,000 from GreenPoint Mortgage Funding, Inc.

7. The contiguous Lots 64 and 65 comprised Plaintiff’s homestead, established by his residing upon his homestead now for more than 30-years at the time (over 44 years today). Public notice that both lots constituted Plaintiff’s homestead was recorded in the real property records. Despite this, the loan broker caused the \$204,000 loan to be secured only by Lot 65 and the other loans to be secured by Lot 64. Only the loan secured by Lot 65 was acknowledged by the lender to be a home equity loan.

8. Ocwen Servicing, LLC (“**Ocwen**”) asserts that it is the servicer to the successor in interest to the loan secured by Lot 64. Deutsche Bank National Trust Company (“**Deutsche Bank**”) asserts that it is the servicer to the successor in interest to the loan secured by Lot 65.

9. The Court’s final judgment is based upon an erroneous granting of two partial, interlocutory summary judgment orders on March 27, 2019—one in favor of Ocwen in which the Court held that Plaintiff had abandoned his homestead and another in favor of Deutsche Bank. However, it is uncontested that Plaintiff, who was discharged from both debts more than four year before any foreclosure action, declared all of the subject property his homestead and that he resided on the property at all times relevant and that he had no other homestead. Even if it had been contested, which it was not, Plaintiff provided summary judgment proof on these uncontested facts, including that Plaintiff lived on Lots 64 and 65 as his homestead on the day he obtained the mortgage from Defendants and that he always resided there, which are taken as true.

10. The Court nonetheless found that Plaintiff’s “subsequent actions evince an abandonment of that homestead designation.”

11. On November 5, 2019, the Court entered its final judgment in favor of Deutsche Bank, which resolved all issues and parties, making the interlocutory summary judgment in favor of Ocwen final as well.

ARGUMENT AND AUTHORITIES

12. The Court should grant Plaintiff’s new trial because material issues of fact exist that precluded the partial summary judgment granted and require a trial on the merits.

13. The burden shifts to the party opposing the homestead claim when, as in this case, the homeowner properly declares the property in question is his homestead. *Lifemark Corp. V. Merritt*, 655 S.W.2d 310, 314 (Tex. App.—Houston [14th Dist.] 1983, writ ref’d n.r.e). Thus, it was Defendant Deutsche Bank’s burden to establish as a matter of law that Plaintiff had “abandoned” the property as his homestead.

14. “Evincing” an abandonment is not sufficient to meet Defendant Deutsche Bank’s summary judgment burden under Texas homestead law. The party asserting abandonment of a homestead bears the burden of proving it by competent evidence. *Sullivan v. Barnett*, 471 S.W.2d 39, 43 (Tex. 1971). The evidence relied on as establishing abandonment of a homestead must make it undeniably clear that there has been a total abandonment with an intention not to return and claim the exemption. *Franklin v. Woods*, 598 S.W.2d 946, 946 (Tex. Civ. App.—Corpus Christi 1980, no writ).

15. A homestead is presumed to continue once it is established and the party asserting termination has the burden of proof. *In Re Niland*, 825 F.2d 801, 808 (5th Cir. 1987). Abandonment of a homestead requires both the cessation or discontinuance of use of the property as a homestead, and the intent to permanently abandon the homestead. *Franklin v. Woods*, 598 S.W.2d 946, 949 (Tex. Civ. App.-Corpus Christi 1980, no writ). Proof of intent not to use the property as a home again is required to show abandonment. *Churchill v. Mayo*, 224 S.W.3d 340, 345 (Tex. App.—Houston [1st Dist.] 2006, pet. denied). It is uncontested that Plaintiff did not “cease” or “discontinue” “use of the property as a homestead”. Defendant Ocwen failed to show, and the Court in error relieved Defendant Ocwen of the burden to show, that Plaintiff ceased using the property and had “the intent to permanently abandon the homestead”.

16. The question of whether a person abandoned a homestead interest involves factual determinations. *Scott v. Estate of Scott*, 973 S.W.2d 694, 695 (Tex. App.—El Paso 1998, no pet.). Here there are unresolved fact issues on Defendant Ocwen’s claim of abandonment, which require a trial on the merits.

17. If the Court had properly applied the burden of proof of abandonment and held Defendant Ocwen to that burden, then the outcome would have been different, and the error is

therefore manifest error. Thus, a new trial to apply the proper standard and factual determination should be granted.

18. Plaintiff also seeks a new trial on the final judgment in favor of Defendant Deutsche Bank or, alternatively, a modification of the judgment's recitation of the amounts allegedly secured by Lot 65 and instead requiring Defendant Deutsche Bank to provide Plaintiff an actual accounting to establish the proper amount secured by Lot 65.

CONCLUSION

PREMISES CONSIDERED, Plaintiff respectfully requests that the Court grant Plaintiff's Motion for New Trial or alternatively modify the judgment, and further request any and all such other or further relief to which he may be justly entitled.

Respectfully submitted,

/s/ Larry A. Vick
LARRY A. VICK
Texas Bar No. 20563500
13501 Katy Freeway, Suite 1460
Houston, Texas 77079
lv@larryvick.com
(832) 413-3331
(832) 202-2821 - Fax

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing has been served upon the Defendant and Intervenor through their attorneys Mark D. Cronewett, Mackie Wolf Zientz & Mann, P.C., 14160 North Dallas Parkway, Suite 900, Dallas, Texas 75254 and Michael F. Hord, Jr. and Eric C. Mettenbrink, Hirsch & Westheimer, P.C. 1415 Louisiana, 36th Floor, Houston, TX 77002 by U. S. Mail and/or through the Court's ECF system on this 3rd day of December 2019.

/s/ Larry A. Vick
LARRY A. VICK

ENTERED

September 12, 2017

David J. Bradley, Clerk

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

DAVID L. GLASSEL,

Plaintiff,

v.

OCWEN LOAN SERVICING, LLC,

Defendant.

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Civil Action No. 4:17-cv-553

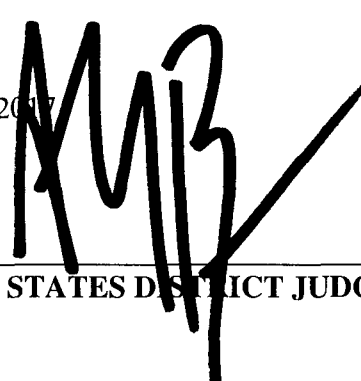
ORDER DENYING PLAINTIFF'S MOTION TO REMAND

On this day the Court considered Plaintiff's *Motion to Remand* (the "Motion to Remand") [ECF Document No. 6]. After reviewing the Motion and the responses and replies thereto, the Court DENIES the Motion in its entirety. It is, therefore,

ORDERED, ADJUDGED and DECREED that Plaintiff's *Motion to Remand* is **DENIED.**

SEP 12 2017

Signed this _____ day of _____, 2017



UNITED STATES DISTRICT JUDGE

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

DAVID L. GLASSEL	:	
Plaintiff	:	
	:	
VS.	:	Civil Action No. 4:17-CV-553
	:	
OCWEN LOAN SERVICING, LLC	:	
Defendant.	:	

**PLAINTIFF’S REPLY TO DEFENDANT’S RESPONSE TO
MOTION TO REMAND**

Plaintiff David L. Glassel hereby files this his Reply to Defendant Ocwen Loan Servicing, LLC’s Response to Motion to Remand and shows:

I. PROCEDURAL BACKGROUND

1. David L. Glassel filed pro se his Plaintiff’s Original Petition to Quiet Title and Request for Temporary Restraining Order on February 6, 2017 in the 284th District Court of Montgomery County, Texas as Cause No. 17-02-01580. Plaintiff’s petition, though inartfully plead, seeks to enjoin foreclosure, raises statute of limitations arguments, and requests a declaratory judgment quieting title to his homestead.

2. Defendant filed its Notice of Removal on February 21, 2017. Plaintiff appeared herein by and through the undersigned counsel filing his Motion to Remand on March 23, 2017.

3. On February 28, 2017, Deutsche Bank, the principal note holder of the two loans on Plaintiff’s homestead filed an Application for an Expedited Order Under Rule 736 on a Home Equity Loan seeking an order from the 284th District Court of Montgomery County, Texas to foreclose on one of the mortgages. Deutsche Bank nonsuited the Rule 736 action after Plaintiff filed his Motion to Remand and now seeks to intervene this case.

4. The property at issue in this case is Lot Sixty-four and Lot Sixty-five, in Block Three of Section One, Spring Forest Subdivision in Montgomery County Texas. Plaintiff designated the two contiguous lots as his homestead on January 17, 1995. A true copy of the Affidavit-Texas Homestead Designation with the County Clerk's file stamp dated is attached as Exhibit "A" and incorporated herein for all purposes. Deutsche Bank disputes the homestead claim of the Plaintiff.

5. Deutsche Bank filed the Motion to Intervene on April 13, 2017. In its proposed Intervention, Deutsche Bank seeks an order permitting foreclosure of the Texas Home Equity Security Instrument encumbering Lot 65 of Plaintiff's homestead. A plea for foreclosure authority under Texas Home Equity Security Instrument is an in rem proceeding pursuant to Section 50(a)(6)(C) of the Texas Constitution.

II. ARGUMENT AND AUTHORITIES

6. The 5th Circuit stated the general rule that "a court should decline to exercise jurisdiction over remaining state-law claims when all federal-law claims are eliminated." *Billups v. Retail Merchs. Ass'n*, 620 F. App'x, 214-215(5th Cir. 2015) (quote from *Brookshire Bros. Holding, Inc. v. Dayco Prods, Inc.*, 554 F.3d 595,602 (5th Cir. 2009)). However, decisions to exercise supplemental jurisdiction over state law claims lies within the sound discretion of the district court. *Carlsbad Tech v. HIF Bio, Inc.*, 556 U.S. at 639-40, 129 S. Ct. 1862, 173 L. Ed 2d 843 (2009). The court exercises that discretion with consideration of "the statutory factors in 28 U.S.C. 1367 as well as the common-law factors of judicial economy, convenience fairness and comity. *Brookshire Bros.*, 554 F. 3d at 601.

7. In *Marshall v. Marshall*, 547 U.S. 293, 311, 126 S.Ct. 1735, 164 L.Ed.2d 480 (2006) the Supreme Court declared that federal courts should decline to exercise jurisdiction

over the state-law claims when federal-law claims are absent from the matter because they are subject to the prior exclusive jurisdiction doctrine as set out in this landmark case. The laws applicable to the instant lawsuit are Texas state laws and its constitution.

8. While diversity provides in personam jurisdiction the court may decline to exercise jurisdiction pursuant to 28 USC 1367(c) if there exists compelling reasons for declining jurisdiction exist. Here, federal-law claims are absent from the pleadings of the parties before the Court. Orders granting foreclosure, suits to quiet title and limitation of actions may be considered complex issues when in the context of enforcement of Texas homestead law.

9. The balance of common law factors, comity, convenience, fairness, and conservation of judicial resources weigh in favor of remand. *Enochs v. Lampasas County*, 641 F.3d 155, 158. (5th Cir.2011). The Plaintiff submits that because of his age, physical condition and his ability to travel to attend federal court in Houston is hampered. Attached the this Reply and marked Exhibit "B" is Plaintiff's affidavit in support of his statement of physical condition.

David L. Glassel respectfully requests an order remanding this case to the 284th Judicial District Court, Montgomery County, Texas and requiring payment of just costs and any actual expenses, including attorney fees, incurred because of the removal.

Respectfully submitted,

/s/ Larry A. Vick

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ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the above and foregoing document has been served upon the Defendant through its attorney Mark D. Cronewett, Mackie Wolf Zientz & Mann, P.C.14160 North Dallas Parkway, Suite 900, Dallas, Texas 75254 by U. S. Mail and/or through the Court's ECF system on April 26, 2017.

/s/ Larry A. Vick

LARRY A. VICK