

NO. \_\_\_\_\_

MORLOCK, L.L.C. A TEXAS  
LIMITED LIABILITY COMPANY

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IN THE DISTRICT COURT OF

VS.

HARRIS COUNTY, TEXAS

U.S. ROF III LEGAL TITLE  
TRUST 2015-I

\_\_\_\_\_ JUDICIAL DISTRICT

**PLAINTIFFS' ORIGINAL PETITION, AND  
APPLICATION FOR TEMPORARY RESTRAINING ORDER**

Morlock, L.L.C., a Texas Limited Liability Company, Plaintiff files this Original Petition and Application for Temporary Restraining Order..

**DISCOVERY**

1. This lawsuit is governed by Level 2 discovery limitations as set forth in Tex.R.Civ.P. 190.3.

**PARTIES**

2. Plaintiff is Morlock, L.L.C., a Texas Limited Liability Company ("Morlock").
3. Defendant is U.S. ROF III Legal Title Trust 2015-1 ("U.S. ROF") may be served by serving CT Corporation System, 350 North St. Paul Street, Suite 2900, Dallas, Texas 75201.

**FACTS**

4. Plaintiff is the owner of a certain tract of land located in Harris County, Texas, (the "Property") which is known as:

14907 E. Lime Blossom Ct., Cypress, Texas 77433, and is legally described as Lot twenty-nine (29), in block one (1), of Fairfield Village South Sec. 7, a subdivision in Harris County, Texas, according to the map or plat thereof filed under Clerk's File No. Y-764414, recorded at Film Code No. 590168, of the Map Records of Harris County, Texas.

5. On February 28, 2008 Thearith Soeung and Maly May executed and delivered a Deed of Trust (the "Deed of Trust") to secure Destino Mortgage, Inc., which purported to create a lien on the Property as described above. The Deed of Trust secured a promissory note (the "Note") in the original sum of \$179,550.00. The Deed of Trust was filed of record under Clerk's File Number 20081046058 in the Real Property Records of Harris County, Texas. The Deed of Trust was allegedly assigned to Metlife Home Loans, L.L.C., pursuant to an assignment dated October, 2011, and recorded under County Clerk's File No. 201104077746 in the Real Property Records of Harris County, Texas. The Deed of Trust was again transferred to Nationstar Mortgage, L.L.C., pursuant to a Texas Assignment of Deed of Trust dated May 11, 2013, and recorded under County Clerk's File No. 20130262011.

6. There is no recorded assignment of the Deed of Trust to U.S. ROF. According to the Harris County Real Property Records, U.S. ROF has no interest in the Property and is a stranger to the Property.

7. On September 6, 2011, Morlock acquired its ownership interest pursuant to the foreclosure of a lien which was created by the Declaration of Covenants, Conditions and Restrictions for Fairfield Village South and Annexation of Fairfield Village South Section Seven (7) Declaration of Covenants, Conditions and Restrictions for Fairfield South, recorded under Harris County Clerk's File Numbers Y147551 and Z378967 of Harris County, Texas (the "Declaration"). A copy of the Trustees Deed is attached as Exhibit A. Morlock has been the sole owner of the Property since September 6, 2011.

8. On December 12, 2011, while it was the owner of the Note and Deed of Trust, Metlife accelerated the indebtedness which was secured by the Deed of Trust and declared the entire balance of the Note to be due and payable. A copy of the Notice of Acceleration is attached as Exhibit B.

9. Additionally, Metlife posted the Property for a Trustees Sale which was scheduled for January 3, 2012. A copy the Notice of Trustee's Sale is included in Exhibit C.

10. Metlife subsequently posted the Property for Trustees Sale on at least four other occasions. Copies of the other Notices are attached as Exhibit C.

11. Morlock has been advised that Defendant US ROF posted the Property for a Substitute Trustee's Sale under the Deed of Trust for February 2, 2016. Morlock has also been advised that US ROF actually conducted a Trustees Sale on that date and at the sale the Property was purportedly sold to US ROF.

12. Despite Morlock's ownership of the Property for more than four years, no notice of the Trustee's Sale was given to Morlock.

13. Under Texas Law, a deed of trust must be enforced within (4) years from the date of maturity of the note or the deed of trust is void and is unenforceable. Texas Civil Practice and Remedies Code 16.035.

**CAUSES OF ACTION  
Declaratory Judgment**

14. Because the Note was accelerated on December 12, 2011, enforcement of the Deed of Trust was barred by the statute of limitations after December 12, 2015.

15. Because enforcement of the Deed of Trust was barred, US ROF could not conduct a foreclosure sale on the Property.

15. Plaintiff seeks a declaratory judgment that the Deed of Trust is unenforceable and the Trustees Sale and Deed are void.

16. Morlock seeks a judgment which strikes the Trustees Deed and Deed of Trust as clouds on Plaintiff's title to the Property.

### **REMEDIES**

14. Morlock seeks a declaratory judgment which strikes and cancels the Trustees Deed and the Deed of Trust as clouds on Morlock's title to the Property.

15. Plaintiff has retained the attorney whose name is subscribed to this petition to represent the Plaintiff in this action and has agreed to pay the firm a reasonable fee for the necessary services. An award of attorney's fees to the Plaintiff would be equitable and just and authorized by Section 37.009 of the Civil Practice and Remedies Code.

### **APPLICATION FOR TEMPORARY RESTRAINING ORDER AND APPLICATION FOR TEMPORARY INJUNCTION**

16. Morlock would additionally request that the Court immediately issue a Temporary Restraining Order which would immediately enjoin and restrain Defendant US ROF from taking any action to disturb Morlock's and its tenant's possession of the Property, including taking any action to obtain or enforce a writ of possession.

17. Morlock has leased the Property to Mario Robles and Courtney Tadlock who presently occupy the property as their homestead. Mr. Robles and Ms. Tadlock are not affiliated in any manner with Morlock and are bona fide tenants. A copy of the lease is attached as Exhibit D.

18. US ROF has made demand on Morlock's tenants to vacate the Property within three (3) days. A copy of the demand is attached as Exhibit E..

19. The tenants occupy the property as their homestead and have no other place to live.

20. Plaintiff fears that unless enjoined, Defendant U.S. ROF will attempt to take possession of the Property.

21. If Defendant is able to obtain possession of the Property, Morlock's tenants will be unlawfully dispossessed from their homestead.

22. Defendant US ROF seeks to have Mr. Robles and Ms. Tadlock forcibly removed from their home with no other place to live. Ms. Tadlock is pregnant with her second child. If evicted, they would be put out into the streets.

23. Morlock, therefore, has no adequate remedy at law. Unless enjoined as requested, Morlock will suffer irreparable harm and injury.

24. Morlock, therefore, requests that the Court issue, without notice, a Temporary Restraining Order and enjoin Defendant U.S. ROF from taking any action to disrupting or interfering with Morlock's use, possession and enjoyment of the Property, including any action to evict or to dispossess Morlock's tenants.

WHEREFORE, Morlock, L.L.C., Plaintiff requests that Defendant U.S. ROF be given notice as required by law; that the Court issue a Temporary Restraining Order as requested herein; that the Court issue a Temporary Injunction as requested herein; that upon final hearing, Plaintiff be granted relief as it may show itself justly entitled.

Respectfully submitted,

By: /s/ Jerry L. Schutza

Jerry L. Schutza  
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**ATTORNEY FOR PLAINTIFF**  
**MORLOCK, L.L.C.**

Unofficial Copy Office of Marilyn Burgess District Clerk

VERIFICATION

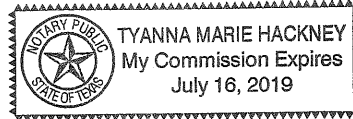
THE STATE OF TEXAS   §  
                                  §  
COUNTY OF HARRIS   §

BEFORE ME, the undersigned authority, on this \_\_\_\_\_ day personally appeared \_\_\_\_\_, who after being duly sworn, upon his oath deposes he has read the above and foregoing document and that the same is true and correct.

*[Handwritten Signature]*  
\_\_\_\_\_  
District Clerk

SWORN TO AND SUBSCRIBED BEFORE ME, the undersigned authority on this the \_\_\_\_\_ day of March 3, 2016.

*[Handwritten Signature]*  
\_\_\_\_\_  
Notary Public, for the State of Texas



Unofficial Copy Office of Matrimonial Proceedings District Clerk