

CAUSE NO. 2024-80483

EVERBANK, N.A.	§	IN THE DISTRICT COURT
	§	
	§	
vs.	§	
	§	152ND JUDICIAL DISTRICT
	§	
AJESUS JEREMIAH DRAKE, LADONNA	§	
LOWERY DRAKE, AND THE UNITED	§	
STATES OF AMERICA	§	HARRIS COUNTY, TEXAS

ANSWER OF THE UNITED STATES OF AMERICA

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, the United States of America, defendant herein, and in response to the Plaintiff's Original Petition, files this Answer for and on behalf of the Department of Housing and Urban Development (HUD), an agency and instrumentality of the United States, and in support thereof would show the Court the following:

I.

The United States admits that it is a lien holder and has an interest in the property that is the subject of this suit and that the United States is entitled to a one-year right of redemption under Title 28, U.S.C., §2410(c).

II.

The United States of America denies all other allegations contained in the Plaintiff's Original Petition and demands strict proof thereof.

III.

The United States has a secured lien on the subject property, subject only to the Plaintiff's lien for taxes, penalties and interest and superior to any lien or charge for costs and attorney fees.

IV.

The United States is entitled under the law to any excess proceeds resulting from the sale of the said property and that the excess proceeds be paid over to it and that the same be applied to its claim and lien herein.

WHEREFORE, the United States of America prays that this Court adjudicates the equities of the parties to this suit, and that if the property herein is sold, that it be sold subject to the lien of the United States; that this Court determine and adjudicate that Plaintiff has a lien on the subject real property only for taxes, penalties and interest; and that the United States has a secure lien on the subject property, subject only to the Plaintiff's lien for taxes, penalties and interest, and superior to any lien or charge for costs and attorney fees; and such other and further relief as is just.

The United States further prays that this Court order the Plaintiff(s) herein to provide notice of the date, time, and place of any proposed sale of the property, to the Department of Housing and Urban Development, 425 West Capital Ave., Suite 900, Little Rock, Arkansas 72201 and the office of the undersigned Assistant United States Attorney.

Respectfully submitted,

ALAMDAR S. HAMDANI
United States Attorney
Southern District of Texas

By: /s/ Catina Haynes Perry
CATINA HAYNES PERRY
Assistant United States Attorney
State Bar No. 24055638
1000 Louisiana, Suite 2300
Houston, Texas 77002
Phone: (713) 567-9354
Fax: (713) 718-3303
Email: catina.perry@usdoj.gov

U.S. DEPT. OF HOUSING & URBAN DEVELOPMENT
CERTIFICATE OF INDEBTEDNESS
(PARTIAL CLAIM)

Date: 12/23/2024

Memorandum to: AUSA

Debtor's Name: AJESUS JEREMIAH DRAKE AND LADONNA LOWERY DRAKE

FHA Case No.: 512-1022969

Amount of Loan: \$15,196.57

This indebtedness arose in connection with a loan made on the debtor's behalf by the Secretary of Housing and Urban Development pursuant to the Federal Housing Administration's loss mitigation procedures for mortgage insurance (12 U.S.C 1701, et seq., National Housing Act as amended by Section 407 of the Balanced Budget Downpayment Act I of 1996). Specifically, such loan was provided under 12 U.S.C 1715(u)(a) which allows payment by the Secretary to the lender of a "Partial Claim" to cure a default by the debtors in payments due under a prior (or primary) mortgage insured by F.H.A..24 C.F.R. 203.371 and other relevant regulation specify the procedures for payment of such a partial claim and provide for repayment by the debtors of any amounts loaned on their behalf as a partial claim. This repayment obligation is represented by a promissory note and is secured by a subordinate mortgage or deed of trust. (See also Mortgagee Letter 96-61 issued November 12, 1996, and forms for the note and security instrument promulgated via Mortgagee Letter 97-17 issued May 1, 1997.)

I certify that there is \$15,196.57 due on this account; bearing no interest and payable according to its terms upon the first occurrence of (1) payment in full or other cancellation or satisfaction of the primary mortgage; (2) the security property ceases to be the debtor's primary residence; (3) cancellation of the mortgage insurance by F.H.A. on the primary mortgage; or (4) acceleration of the primary mortgage. The above recited amount is currently due and no payments or other credits have been accepted or otherwise accrued that have not been posted to this account.

TRAVIS LANE

ISN Corporation as Attorney-in-Fact for the Secretary of the U.S. Department of Housing and Urban Development

STATE OF OKLAHOMA)

) SS.

COUNTY OF OKLAHOMA)

Acknowledged before me this Monday, December 23, 2024, Travis Lane, ISN Corporation, the Attorney-in-Fact for the Secretary of the U.S. Department of Housing and Urban Development under authority and by virtue of a limited power of attorney.

My Commission Expires:

10/13/25

Notary Public



DT
B



512-1022969

After Recording Mail To:
PERFORMANCE TITLE,LLC
13131 HWY 603,STE.301
BAY SAINT LOUIS,MS 39520

This Document Prepared By:
RoundPoint Mortgage Servicing Corporation
5016 Parkway Plaza Blvd, Suite 200
Charlotte, NC 28217

Parcel ID Number: 1296660040001
RPMMG-TX-89587

[Space Above This Line For Recording Data]

Loan No: .

MIN Number: .

FHA Case Number: .

SUBORDINATE DEED OF TRUST

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVERS LICENSE NUMBER.

This Subordinate Deed of Trust is subordinate to the lien of the mortgage recorded on March 7, 2013 and recorded in Book/Liber ER 042-10, Page 0033, Instrument No: 20130106636, of the Official Records (Name of Records) of HARRIS County, TX (County and State, or other Jurisdiction).

THIS SUBORDINATE DEED OF TRUST ("Security Instrument") is made this 5th day of January, 2016. The grantor is AJESUS JEREMIAH DRAKE and LADONNA LOWERY DRAKE ("Borrower"), whose address is 9802 LAYTON RIDGE DR, HUMBLE, TX 77396. The trustee is STEVE HOLMES LAW FIRM, P.C., ("Trustee"), whose address is 6209 COLLEYVILLE BLVD., SUITE 100, COLLEYVILLE, TX 76034.

2OR
1TR

The beneficiary is the Secretary of Housing and Urban Development, whose address is 451 Seventh Street SW, Washington, DC 20410 ("Lender"). Borrower owes Lender the principal sum of FIFTEEN THOUSAND ONE HUNDRED NINETY SIX AND 57/100 Dollars (U.S. \$ 15,196.57). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for the full debt, if not paid earlier, due and payable on April 1, 2043.

1EE

This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For



* 1 0 0 9 3 4 3 3 *
Texas Subordinate Deed of Trust
0366 10/12



* 7 6 2 8 + 2 9 *

RP-2016-30646

Unofficial Copy Office

this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of HARRIS, State of TEXAS:

LOT ONE (1), IN BLOCK FOUR (4), OF CANYON GATE AT PARK LAKES, SECTION 14, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 612174 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

which has the address of **9802 LAYTON RIDGE DR, HUMBLE, TX 77396** "Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing, is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property, and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal. Borrower shall pay when due the principal of the debt evidenced by the Note.

2. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

3. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the term of this Security Instrument or the Note without that Borrower's consent.

4. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to



* 1 0 0 0 9 3 4 3 1 3 *
Texas Subordinate Deed of Trust
8366 10/12



* 7 8 2 8 + 2 9 *

Unofficial Copy Officially Recorded in Public Records

Lender. Any notice to Lender shall be given by first class mail to: **Department of Housing and Urban Development, Attention: Single Family Notes Branch, 451 Seventh Street SW, Washington, DC 20410** or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

5. **Governing Law; Severability.** This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

6. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

7. **Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument. The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 7, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If the power of sale is invoked, Trustee shall record a notice of default in each county in which any part of the Property is located and shall mail copies of such notice in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee shall give public notice of sale to the persons and in the manner prescribed by Applicable Law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Upon receipt of payment of the price bid, Trustee shall deliver to the purchaser Trustee's deed conveying the Property. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all costs and expenses of exercising the power of sale, and the sale, including the payment of the Trustee's fees actually incurred and reasonable attorneys' fees as permitted by Applicable Law; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.



* 1 0 0 9 3 4 3 1 3 *
Texas Subordinate Deed of Trust
9368 10/12



* 7 8 2 8 + 2 9 *

Unofficial Copy

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 4 of the Subordinate Note, the Secretary may invoke the non-judicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided by the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to Lender under this paragraph or applicable law.


8. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

9. **Substitute Trustee.** Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.


10. **Request for Notices.** Borrower requests that copies of the notice of default and sale be sent to Borrower's address which is the Property Address.

11. **Bankruptcy Discharge.** If Borrower, subsequent to January 5, 2016, receives a discharge in a Chapter 7 bankruptcy, and there is no valid reaffirmation agreement of the underlying debt, Lender will not attempt to re-establish any personal liability for the underlying debt.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument.



AJESUS JEREMIAH DRAKE - Borrower 1/16/16 (Seal)



LADONNA LOWERY DRAKE - Borrower 1/15/2016 (Seal)



Unofficial Copy Office of Marilyn Burgess District Clerk

[Space Below This Line For Acknowledgments]

The State of Texas

County of Harris

Before me Audra R Taylor Notary Public, on this day personally appeared
(please print name)

A JESUS JEREMIAH DRAKE and LADONNA LOWERY DRAKE, known to me (or proved To Me On the
oath Of — Or through Personal Appearance description of identity card or other
document)) to be the person whose name is subscribed to the foregoing instrument and acknowledged to me
that he/she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 15th day of January, A.D. 2016



Audra R Taylor
Signature of Officer

Notary
Title of Officer

My Commission expires: 6/1/2018



1 0 0 9 3 4 3 1 3
Texas Subordinate Deed of Trust
8366 10/12



7 8 2 8 + 2 9 +

Unofficial Copy Office of Marilyn Burgess District Clerk

RP-2016-30646

RP-2016-30646
Pages 6
01/25/2016 12:37 PM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$32.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or
use of the described real property because of color or
race is invalid and unenforceable under federal law.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Stan Stanart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Unofficial Copy Office of Matthew Burgess District Clerk



512-1022869

Loan No. 1000934313
FHA Case No. 512-1022869-703

SUBORDINATE NOTE

January 5, 2016

HUMBLE

TEXAS

9802 LAYTON RIDGE DR, HUMBLE, TX 77396

1. PARTIES.

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Secretary" or "Lender" means the Secretary of Housing and Urban Development and its successors and assigns.

2. BORROWER'S PROMISE TO PAY

In return for a loan received from Lender, Borrower promises to pay the principal sum of **FIFTEEN THOUSAND ONE HUNDRED NINETY SIX AND 57/100 Dollars (U.S. \$ 15,196.57)**, to the order of Lender.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time.

On April 1, 2043, or, if earlier, when the first of the following events occurs:

- (i) Borrower has paid in full all amounts due under the primary Note and related mortgage, deed of trust or similar Security Instruments insured by the Secretary, or
- (ii) The maturity date of the primary Note has been accelerated, or
- (iii) The primary Note and related mortgage, deed of trust or similar Security Instrument are no longer insured by the Secretary.

(B) Place.

Payment shall be made at the Office of Housing FHA-Comptroller, Director of Mortgage Insurance Accounting and Servicing, 451 Seventh Street, SW, Washington, DC 20410 or any such other place as Lender may designate in writing by notice to Borrower.

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

6. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

7. OBLIGATIONS OF PERSONS UNDER THIS NOTE

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.



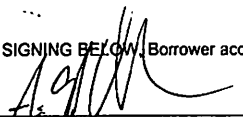
8320 11/12



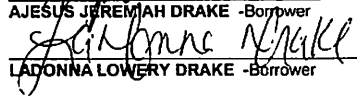
Page 1 of 2

Unofficial Copy
Office of Housing and Urban Development
District Clerk

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.



AJESUS JEREMIAH DRAKE -Borrower 1/15/16 (Seal)



LADONNA LOWERY DRAKE -Borrower 1/15/14 (Seal)

Unofficial Copy of Office of Marilyn Burgess District Clerk



CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Answer of the United States of America was sent by first class mail or fax on this 10TH day of January 2025, to:

Barrett Daffin Frappier
Turner & Engel, LLP
Thomas L.Brackett
4004 Belt Line Road, Suite 100
Addison, Texas 75001

Unofficial Copy Office of Marilyn Burgess District Clerk

By: /s/Cheryl Carey
Cheryl Carey
Legal Assistant
U.S. Attorney's Office
1000 Louisiana, Suite 2300
Houston, Texas 77002