

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

MELISSA PLASTER & MJM  
INVESTMENTS, LLC

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

V.

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

RF MORTGAGE SERVICES  
CORPORATION

**PLAINTIFF'S ORIGINAL PETITION AND VERIFIED APPLICATION FOR  
TEMPORARY RESTRAINING ORDER**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiffs, Melissa Plaster and MJM Investments, LLC, and bring this action against Defendant, RF Mortgage Services Corporation, ("Defendant"), and allege the following facts and causes of action:

**PARTIES**

1. Plaintiff, Melissa Plaster, is an individual residing in Harris County, Texas. The last three digits of her SS number are 555, and the last three digits of her Texas Driver's license are 168.

2. Plaintiff, MJM Investments, LLC, is a domestic limited liability company.

3. Defendant, RF Mortgage Services Corporation, is a Foreign For-Profit Corporation, that may be served through its registered agent, Registered Agents Inc, 5900 Balcones Drive STE 100 Austin, TX 78731 USA.

**DISCOVERY**

4. Pursuant to Rule 190.1 of the Texas Rules of Civil Procedure, Plaintiff states that discovery is to be conducted under Rule 190.3, Level 2 Discovery.

## **JURISDICTION AND VENUE**

5. This Court has Jurisdiction over the subject matter and parties.

6. Venue is proper in Harris County because the case concerns real property located in Harris County and the actions and omissions occurred in Harris County as well.

## **FACTS**

7. Plaintiffs, Melissa Plaster and MJM Investments, LLC are the owners of the Subject Property, which is located at **314 Common Trails Ln, Huffman, Harris County, Texas**. The property is Ms. Plaster's homestead. Ms. Plaster is also the owner of MJM Investments, LLC. The legal description of the subject property is as follows:

**LOT TEN (10), BLOCK ONE (10 OF COMMONS OF LAKE HOUSTON, SECTION SEVEN (7), A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 421002 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.**

8. Defendant, RF Mortgage Services Corporation, claims to be the current servicer of a note secured by a Deed of Trust dated September 29, 2020, filed in the Harris County Real Property Records as instrument number RP-2020-479556 on October 7, 2020.

9. A dispute exists between the parties as to the terms and conditions of the note as well as to the Defendant's right to pursue a Substitute Trustee's Sale, scheduled for April 1, 2025. Specifically, the Plaintiff disputes the Defendant's claim that the Plaintiff has defaulted on the subject Deed of Trust, and Plaintiff disputes that the Defendant is entitled to seek foreclosure, because Plaintiff paid the amount to reinstate offered by Defendant.

10. The Plaintiff fell behind on her mortgage in 2023. On or about January 10, 2024 the Plaintiff's mortgage was in default and the Defendant sent Plaintiff an offer to reinstate the mortgage for \$164,740.36. *See Exhibit A, Mortgage Account Statement*. The Plaintiff accepted

the reinstatement offer and paid the amount in full via wire on February 1, 2024. *See Exhibit B, Wire Transmittal.* Thereafter, a dispute arose with the prior servicer over the reinstatement and proper crediting of the account.

11. Despite the agreement to reinstate the mortgage, and the Plaintiff's payment of the reinstatement demand, the Defendant refused to reinstate the loan or apply subsequent monthly payments.

12. In June of 2024, the Plaintiff, through counsel, secured an agreement for the Plaintiff to pay an additional \$28,060 to bring the mortgage current. The Plaintiff wired an additional \$28,060 on June 12, 2024. *See Exhibit C.*

13. At some time subsequent to this the Defendant claimed to have taken over the note. Thereafter, the Defendant maintained that the mortgage was past due. However, the Defendant did not provide the Plaintiff with a notice of default. When the Plaintiff inquired as to the current balance and status of the loan it was apparent that the prior reinstatement payments of \$164,740.36 and \$28,060 had not been properly applied. Thus, the Plaintiff has made repeated good faith efforts to reinstate the mortgage and pay all amounts demanded by the Defendant and the Defendant's predecessor in interest. The Defendant and its predecessor in interest have acted in bad faith and breached the reinstatement agreement. The Defendant, through counsel, filed the attached Notice of Substitute Trustee Sale. (Exhibit D) It is also important to note that, prior to sending this notice, the Defendant did not provide a written notice of default and did not give the Plaintiff an opportunity to cure before accelerating the note and scheduling the subject property for a trustee sale.

14. Plaintiffs will suffer irreparable harm if the Defendant conducts the

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Foreclosure Sale on April 1, 2025, and the Plaintiffs will have no adequate remedy at law. For the reasons stated above, the Plaintiffs file this Application in this court seeking a Temporary Restraining Order, enjoining Defendant from proceeding with the Foreclosure sale on April 1, 2025.

### **CAUSES OF ACTION ASSERTED**

#### **Declaratory Judgment**

15. Pursuant to Chapter 37 of the Texas Civil Practice and Remedies Code, Plaintiff respectfully requests that this Court issue a declaratory judgment specifying Plaintiff and Defendant's rights and duties in connection with the Deed of Trust and the underlying Note.

16. Specifically, a controversy exists as to the enforceability of the power of sale in the deed of trust since the Defendant has reinstated the loan as offered by Plaintiff. The Plaintiff specifically seeks a declaration declaring that the Defendant is not entitled to pursue a non-judicial foreclosure sale.

17. Defendant provided Plaintiff with a reinstatement offer by including in its Mortgage Statement an amount to reinstate and instructions for payment. On February 1, 2024, Plaintiff accepted the offer to reinstate by paying \$164,740.36 to Defendant the amount to reinstate via wire. The Plaintiff made an additional payment of \$28,060 as recently as June 12, 2024 based on the representation by the Defendant, that an additional \$28,060 would bring her mortgage current.

18. In this case, the payment of the reinstatement amount by the Plaintiff constitutes a clear and unequivocal offer to fulfill the obligations under the mortgage agreement, which had previously been in default. The conveyance of this payment,

especially when done via wire transfer, signifies the Plaintiff's intent to cure the default and continue with the obligations as set forth in the original mortgage contract. Upon receipt of the reinstatement amount, as delineated in the Plaintiff's statement, the Defendant, by virtue of accepting and acknowledging the payment, entered into an implicit contract of acceptance.

19. The Defendant's acceptance of the reinstatement payment not only signifies agreement to the terms implicitly proposed by the Plaintiff—namely, the cessation of the foreclosure process—but also establishes a legal expectation that the Defendant will act in accordance with this agreement. The failure to remove the property from the foreclosure sale list, despite the receipt and acceptance of the reinstatement amount, constitutes a breach of this agreement. Thus, the Defendant, having accepted the offer to reinstate the mortgage through the acceptance of the payment, no longer retains the right to foreclose on the Plaintiff's property, rendering any further actions towards foreclosure both legally and ethically indefensible.

20. The holder of a note must give notice to the maker of the holder's intent to accelerate the time for payment as well as notice of acceleration. *Shumway v. Horizon Credit Corp.*, 801 S.W.2d 890,893 (Tex. 1991). If the mortgagee intends to accelerate the maturity of the debt, the notice must unequivocally inform the mortgagor of the mortgagee's intention. *Id.* A proper notice of default must give the borrower notice that the alleged delinquency must be cured, or else the loan will be accelerated, and the property will go to foreclosure. A debt holder's failure to send a notice to cure to the address in the debtor's file pursuant to Tex. Prop. Code Ann. § 51.002(d) defeats the effect of sending the notice of foreclosure under Tex. Prop. Code Ann. § 51.002(b). *Mills v. Haggard*, 58 S.W.3d 164, 2001 Tex. App. LEXIS 4605 (Tex. App. Waco July

5, 2001, no pet.).

21. The Defendant also did not provide the required notice of default to give the Plaintiff an opportunity to cure. Even if the Defendant had sent the statutorily required notice, pursuant to Section 51.002(d) (which the Defendant failed to do), the Plaintiff still disputes the Defendant's claim of default.

22. Due to the dispute over the alleged default and the Defendant's failure to provide sufficient notice for the pending foreclosure, the Plaintiff files a declaratory judgment lawsuit and seeks injunctive relief to avoid irreparable harm.

#### **Breach of Contract**

23. In the alternative, Plaintiff bring a claim for breach of contract based on the facts as set forth above.

#### **Temporary Injunction**

24. Plaintiff seeks an injunction requiring Defendant, or any person or entity acting in concert with them, including but not limited to its attorneys, agents, servants, servicers, trustees, employees, successors, heirs and assigns, to desist and refrain from:

- a. entering and taking possession of the Property or otherwise interfering with Plaintiff's right to the quiet enjoyment and use of the Property;
- b. proceeding with or attempting to sell or foreclose upon the Property; and
- c. attempting to purchase, transfer, assign or collect on the Mortgage.
- d. charging Plaintiff's account for attorney's fees in connection with this action.

#### **APPLICATION FOR TEMPORARY RESTRAINING ORDER**

25. Plaintiff hereby incorporates by reference and re-alleges all material allegations

of facts set forth above as if fully set forth herein.

26. Pursuant to Rule 680 of the Texas Rules of Civil Procedure, Plaintiff hereby seeks immediate relief in the form of a temporary restraining order to preserve the status quo. Specifically, Plaintiff seeks a temporary restraining order and temporary injunction to prohibit the Defendant and/or any of its agents, employees or attorneys, servicing companies, or trustees, from foreclosing upon the property. A temporary restraining order is sought to enjoin the Defendant for a period of at least 14 days until a temporary injunction hearing is held by this court concerning whether Plaintiff has a probable right of recovery for their various claims and causes of action pled herein. There presently exists an imminent threat of irreparable harm to Plaintiff in the form of the Defendant and their agents' stated intent to complete a foreclosure sale and divest Plaintiff of their ownership interest in the property, unless the court immediately restrains such acts or conduct as requested herein.

27. Plaintiff's application for a Temporary Restraining Order is authorized by Texas Civil Practice and Remedies Code §65.011 because irreparable injury to real property is threatened, irrespective of any remedy at law.

28. Moreover, after issuance of a temporary restraining order, and upon notice and a hearing as required by law, Plaintiff further seeks entry of the temporary injunction to maintain the status quo and prohibit the Defendant and their agents from foreclosing or attempting to foreclose on Plaintiff's property until the merits of the various claims and causes of actions as pled herein can be fairly and fully adjudicated.

29. Plaintiff asserts that all conditions precedent have occurred or been waived.

### **PRAYER**

30. WHEREFORE, Plaintiff prays that Defendant be cited to appear and answer,

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PLAINTIFF'S ORIGINAL PETITION AND APPLICATION

and the following order be entered:

- a. a declaratory judgment that declares that Defendant does not have the power of sale pursuant to the Deed of Trust.
- b. A temporary and permanent injunction enjoining Defendant, or anyone acting on Defendant's behalf from: (1) entering, taking possession of the Property or otherwise interfering with Plaintiff's right to the quiet enjoyment and use of the Property; (2) proceeding with or attempting to sell or foreclose upon the Property; (3) attempting to purchase, transfer, assign or collect on the Mortgage; and (4) charging Plaintiff's account for attorney's fees in connection with this action.
- c. All the other relief to which Plaintiff is entitled.

Respectfully submitted,

MEDEARIS LAW FIRM, PLLC

By: \_\_\_\_\_

DAVID M. MEDEARIS, TBA #24041465

dmedearis@medearislaw.com

1560 W Bay Area Blvd., Suite 200

Friendswood Texas 77546

Tel 281-954-6270 | Fax 281-954-6280

**ATTORNEY FOR PLAINTIFF**

**MJM INVESTMENTS, LLC**

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

**MELISSA PLASTER & MJM  
INVESTMENTS, LLC**

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**IN THE DISTRICT COURT OF**

**HARRIS COUNTY, TEXAS**

**V.**

**RF MORTGAGE SERVICES  
CORPORATION**

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

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**UNSWORN DECLARATION OF MELISSA PLASTER**

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1) My name is MELISSA PLASTER, my date of birth is October 19, 1969 and my address is 314 Common Trails Ln, Huffman, Harris County, Texas. I declare, under penalty of perjury, that the foregoing Unsworn Declaration is true and correct.

2) I have personal knowledge of the facts as they are asserted in the Original Petition and Application for Temporary Restraining Order filed in this case. The facts set forth in the application are true and correct. Most importantly, I dispute the allegation of default which is asserted by the Defendant. I did not receive a notice of default and was not given an opportunity to cure any default. Additionally, I have made the payments as set forth in the petition, and these payments should have brought the mortgage current. The Defendant agreed to reinstate the mortgage and have indicated now that they have breached the agreement.

3) I also dispute that Defendant is entitled to hold a trustee sale on April 1, 2025 for the reasons stated in the lawsuit. If this sale occurs, I will suffer irreparable harm. I have not sought a temporary restraining order in this matter before and seek a restraining order at this time to seek justice and to avoid irreparable harm.

Executed in Harris County, State of TEXAS on this 28<sup>th</sup> day of March, 2025.

*Plaster, Melissa A*

\_\_\_\_\_  
**MELISSA PLASTER**

Title	Medearis Law Firm, PLLC has sent you a document to review...
File name	POP TRO - MJM Investments - April FC.pdf
Document ID	1095848712365a8f19d598e0f62e817853de5cc7
Audit trail date format	MM / DD / YYYY
Status	✦ Signed

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This document was requested on app.practicepanther.com and signed on app.practicepanther.com

## Document History



SENT

**03 / 28 / 2025**

18:27:03 UTC

Sent for signature to Plaster, James B

(bplaster@freedomairco.com) from ivanna77536@gmail.com

IP: 23.124.94.167



VIEWED

**03 / 28 / 2025**

18:41:08 UTC

Viewed by Plaster, James B (bplaster@freedomairco.com)

IP: 67.7.1.131



SIGNED

**03 / 28 / 2025**

18:42:11 UTC

Signed by Plaster, James B (bplaster@freedomairco.com)

IP: 67.7.1.131



COMPLETED

**03 / 28 / 2025**

18:42:11 UTC

The document has been completed.

### Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

David Medeais on behalf of David Medearis

Bar No. 24041465

dmedearis@medearislaw.com

Envelope ID: 99085956

Filing Code Description: Petition

Filing Description: PLAINTIFFS ORIGINAL PETITION AND VERIFIED APPLICATION FOR TEMPORARY RESTRAINING ORDER

Status as of 3/31/2025 3:26 PM CST

#### Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Ivanna Cruz		icruz@medearislaw.com	3/31/2025 2:40:02 PM	NOT SENT
Mindi Campbell		mcampbell@medearislaw.com	3/31/2025 2:40:02 PM	NOT SENT

# Exhibit B

## FedPayments Manager<sup>SM</sup> -- Funds

Environment:	Front-End-PROD	ABA:	313090561
Mode:	Prod	Service Unit:	31309056
Cycle Date:	02/01/2024	System Date/Time:	02/01/2024 15:39:04

Status:	Completed	Message Type:	Standard
Create Time:	02/01/2024 14:01:14	Test/Prod:	Prod
IMAD:	20240201 QMGFT010 001117 02011431		
OMAD:	20240201 D2B74A1C 004678 02011431		

### BASIC INFORMATION

Sender ABA {3100}:	313090561 FIRST SERVICE HOUS
Receiver ABA {3400}:	042000314 FIFTH THIRD BANK
Amount {2000}:	164,740.36
Type/Subtype Code {1510}:	1000 - Transfer of Funds
Business Function {3600}:	CTR - Customer Transfer
Sender Reference {3320}:	00042840

### ORIGINATOR INFORMATION

Originator {5000}	
ID Code:	D - DDA Account Number
Identifier:	0005395715
Name:	FREEDOM AIR CONDITIONING
Address:	59H MEYER HUFFMAN, TX 77336

### BENEFICIARY INFORMATION

Beneficiary {4200}	
ID Code:	D - DDA Account Number
Identifier:	07241022099
Name:	FAY SERVICING
Address:	38 FOUNTAIN SQUARE PLAZA CINCINNATI, OH 45202 US

### FI TO FI INFORMATION

Beneficiary Information {6400}	
Text:	Attn: MJM Investments LLC Loan No:0040000133

Statement Date: January 10, 2024

1601 LBJ Freeway  
Suite 150  
Farmers Branch, TX 7523437684282  
MJM INVESTMENTS LLC  
MELISSA PLASTER  
LEGAL1560 W BAY AREA BLVD, 304  
FRIENDSWOOD TX 77546Mobile App: Available in Apple and Google app stores. Download today!  
Online: www.fayservicing.com8am-7pm Monday-Thursday, 8am-5pm Friday, 9am-12pm Saturday,  
Operating hours are Central Time  
Phone: (888) 201-3780  
Fax: 312.291.3656Payments:  
Attn: Payment Processing PO Box 88009  
Chicago, IL 60680-1009Loan Number: 0040000133  
Next Payment Due Date: 02/01/2024  
Amount Due: \$164,740.36  
*If payment is not received before 02/16/2024, a late fee of \$882.98 will be charged.*Property Address:  
314 COMMONS TRL LN  
LANE HUFFMAN, TX 77336

Account Information	
Loan Due Date	11/01/2021
Outstanding Principal Balance <sup>1</sup>	\$691,988.51
Interest Rate (Until 11/01/2025)	6.375%
Prepayment Penalty	Yes
Escrow Balance	-\$93,891.59
Recoverable Corporate Advances	\$8,092.30
<sup>1</sup> Please note, the balance on your billing statement is NOT your payoff amount. If you want to payoff your loan, you can request a payoff quote via our website www.fayservicing.com, fax a request to 312 508 4083, or contact our Customer Service Department at (888) 201-3780.	

Explanation of Amount Due	
Overdue Payment(s)	\$196,166.40
Other Fees Due	\$15,266.18
Recoverable Corporate Advances	\$8,092.30
Unapplied Funds	(\$54,784.52)
Reinstate Loan (as of 01/10/2024)	\$164,740.36
<b>Please note:</b> After 01/10/2024, the amount to reinstate may not be sufficient to bring your loan current as additional fees, charges or attorney fees/costs may have been incurred but not yet invoiced, or may have been incurred after 01/10/2024. As of 01/10/2024, the Accelerated Amount Due is \$854,814.04. This amount will pay off the entire balance of your loan. We will accept a lesser amount to reinstate the loan.	

Transaction Activity (12/12/23 - 01/10/24)								
Date Paid	Description	Principal	Interest	Escrow	Additional Monthly Amount	Charges and Fees	Partial Payment (Unapplied)	Total
12/21/23	COUNTY TAX PAID	\$0.00	\$0.00	-\$8,091.73	\$0.00	\$0.00	\$0.00	-\$8,091.73

Special Messages	

Past Payments Breakdown			Delinquency Notice	
	Paid Since Last Statement	Paid Year to Date	You are late on your monthly payments. As a result, the balance of your loan has been accelerated (i.e., we have made the first notice or filing required by applicable law for any judicial or non-judicial foreclosure process). Failure to bring the account current may result in additional fees or expenses, and in certain instances, you may risk the loss of your home to a foreclosure sale.	
Principal	\$0.00	\$0.00	As of 01/10/2024 you are 800 days delinquent on your mortgage loan.	
Interest	\$0.00	\$0.00	<b>Recent Account History</b>	
Escrow (Taxes and Insurance)	\$0.00	\$0.00	* Payment Due 08/01/23 Unpaid Amount of \$7,859.62.	
Fees and Charges	\$0.00	\$0.00	* Payment Due 09/01/23 Unpaid Amount of \$7,859.62.	
Partial Payment (Unapplied)*	\$0.00	\$0.00	* Payment Due 10/01/23 Unpaid Amount of \$7,859.62.	
Total Payment	\$0.00	\$0.00	* Payment Due 11/01/23 Unpaid Amount of \$7,859.62.	
<b>Important Information about Partial Payment</b> * Partial Payments are not applied to your mortgage, but instead are held in a separate unapplied account. If you pay the balance of a partial payment, the unapplied funds will then be added to your mortgage. Adverse credit reporting, late charges and property inspections may occur as a result of the delinquency.			* Payment Due 12/01/23 Unpaid Amount of \$7,859.62.	
			* Payment Due 01/01/24 Unpaid Amount of \$7,859.62.	
			Current payment due 02/01/24: \$7,859.62.	
			<b>Total Amount Due to Reinstate as of 01/10/2024: \$164,740.36. You must pay this amount to bring your loan current. If you are unable to pay this amount, please contact your account manager to explore options.</b>	
			Please call us at (888) 201-3780 to obtain the amount necessary to reinstate your loan.	
			<b>If you are experiencing financial difficulty:</b> See back for information about mortgage counseling assistance.	

Please detach bottom portion and return with your payment.

Amount Due	
Loan Number	0040000133
Borrower	MJM INVESTMENTS LLC
Co-Borrower	MELISSA PLASTER
Amount Due to Reinstate Loan	\$164,740.36
As of (01/10/2024)	
<i>If payment is not received before 02/16/2024, a late fee of \$882.98 will be charged.</i>	

Please write your loan number on your check or money order.

Please send the Amount Due (shown left) if you wish to make additional payments to your principal or escrow, please indicate the amount(s) in the boxes at right.

## PAYMENT COUPON

Amount Due to Reinstate Loan	\$164,740.36
Monthly Payment	
Amount	\$
Additional Principal	\$
Additional Escrow	\$
Late Fees	\$
Other**	\$
(Please Specify)	
Total Enclosed	\$

2025-21724 / Court: 125

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

**MJM INVESTMENTS, LLC**  
*Plaintiff,*

**VS.**

**RF MORTGAGE SERVICES  
CORPORATION**  
*Defendant.*

§ **IN THE DISTRICT COURT**  
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§ **\_\_\_\_ JUDICIAL DISTRICT**  
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§ **HARRIS COUNTY, TEXAS**  
§

**TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING ON  
TEMPORARY INJUNCTION**

On this day, the Court considered Plaintiff, **MJM INVESTMENTS, LLC**, Application for Temporary Restraining Order. In consideration of the application, verification, and arguments of counsel, the Court finds there is evidence that harm is imminent, and the Application should be GRANTED.

If the Court does not issue the temporary restraining order, the Plaintiff, will be irreparably injured if the Defendant, and those working in concert with Defendant seek foreclosure by trustee sale of the property at **314 Common Trails Ln, Huffman, TX 77336**.

The legal description of the Subject Property is as follows:

**LOT TEN (10), BLOCK ONE (10 OF COMMONS OF LAKE HOUSTON, SECTION SEVEN (7), A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 421002 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.**

It is hereby ORDERED that Defendant, **RF MORTGAGE SERVICES CORPORATION**, or any person, agent, or entity acting in concert with Defendant, including but not limited to its servicers, attorneys, servants, employees, successors, trustees, heirs, and assigns are commanded forthwith to DESIST and RESTRAIN from:

- a. Foreclosing on Plaintiff Property;

- b. Posting a Notice of Trustee Sale;
- c. Evicting anyone from the residence;
- d. And entering and taking possession of the home or otherwise interfering with Plaintiff right to the quiet enjoyment and use of the home.

The clerk shall issue notice to Defendant and any counsel or other substitute trustee hired by the Defendant for the purpose of foreclosure that the hearing on Plaintiff's application for a temporary injunction is set for April 11, 2025, at 11:00 am. The purpose of the hearing shall be to determine whether this temporary restraining order should be made a temporary injunction pending a full trial on the merits. This restraining order is effective and binding on Defendant and any person or entity acting in concert with it, including but not limited to its attorneys, servicers, agents, servants, employees, successors, heirs and assigns until the hearing on the application for temporary injunction or until further order of the court. Bond is set at \$~~100.00~~ <sup>500.00</sup>.

Signed on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ am/pm

Signed:

3/31/2025

5:00 PM



Presiding Judge

Approved and submitted by,

DAVID M. MEDEARIS, TBA #24041465  
1560 W Bay Area Blvd., Suite 200  
Friendswood Texas 77546  
dmedearis@medearislaw.com  
281-954-6270  
Fax 281-849-4691  
ATTORNEY FOR PLAINTIFF  
MJM INVESTMENTS, LLC

24-03774  
314 COMMONS TRL LN, LANE HUFFMAN, TX 77336

# **NOTICE OF FORECLOSURE SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE**

**Property:** The Property to be sold is described as follows:  
LOT 10, BLOCK 1, OF COMMONS OF LAKE HOUSTON, SECTION SEVEN, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED UNDER FILM CODE NO 421002, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

**Security Instrument:** Deed of Trust dated September 29, 2020 and recorded on October 7, 2020 at Instrument Number RP-2020-479556 in the real property records of HARRIS County, Texas, which contains a power of sale.

**Sale Information:** April 1, 2025, at 10:00 AM, or not later than three hours thereafter, at THE BAYOU CITY EVENT CENTER, MAGNOLIA SOUTH BALLROOM, LOCATED AT 9401 KNIGHT RD, HOUSTON, TX 77045 OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE. or as designated by the County Commissioners Court.

**Terms of Sale:** Public auction to highest bidder for cash. In accordance with Texas Property Code section 51.009, the Property will be sold as is, without any expressed or implied warranties, except as to warranties of title, and will be acquired by the purchaser at its own risk. In accordance with Texas Property Code section 51.0075, the substitute trustee reserves the right to set additional, reasonable conditions for conducting the sale and will announce the conditions before bidding is opened for the first sale of the day held by the substitute trustee.

**Obligation Secured:** The Deed of Trust executed by MJM INVESTMENTS, LLC secures the repayment of a Note dated September 29, 2020 in the amount of \$700,000.00. U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE OF SPARTAN FUNDING I TRUST, whose address is c/o RF Mortgage Services Corporation, 222 W Adams St #3150, Chicago, IL 60606, is the current mortgagee of the Deed of Trust and Note and RF Mortgage Services Corporation is the current mortgage servicer for the mortgagee. Pursuant to a servicing agreement and Texas Property Code section 51.0025, the mortgagee authorizes the mortgage servicer to administer the foreclosure on its behalf.

**Substitute Trustee:** In accordance with Texas Property Code section 51.0076 and the Security Instrument referenced above, mortgagee and mortgage servicer's attorney appoint the substitute trustees listed below.

**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.**

**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.**



4835580

*Mary Company*

De Cubas & Lewis, P.C.  
Mary Company, Attorney at Law  
PO Box 5026  
Fort Lauderdale, FL 33310

*Sandy Dasigenis*

Substitute Trustee(s): Jeff Leva, Sandy Dasigenis,  
Patricia Poston, Megan L. Randle, Ebbie Murphy,  
Wayne Daughtrey, Steve Leva, Nicole Durrett

c/o De Cubas & Lewis, P.C.  
PO Box 5026  
Fort Lauderdale, FL 33310

Certificate of Posting

I, \_\_\_\_\_, declare under penalty of perjury that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I filed and posted this Notice of Foreclosure Sale in accordance with the requirements of HARRIS County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).

UNOFFICIAL COPY

Unofficial Copy Office of Marilyn Burgess District Clerk

## Exhibit C

**From:** David Medearis  
**To:** Ester Gonzales  
**Subject:** RE: Wire Transfer to Fay Servicing MWZM File No. 24-000054-347  
**Date:** Friday, June 28, 2024 2:16:00 PM  
**Attachments:** image001.png

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Thank you.

David Medearis  
Attorney at Law  
Medearis Law Firm, PLLC  
1560 W Bay Area Blvd., Suite 200  
Friendswood Texas 77546  
David@medearislaw.com  
Tel. 281.954.6270  
Fax. 281.954.6280

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**From:** Ester Gonzales <egonzales@mwzmlaw.com>  
**Sent:** Friday, June 28, 2024 1:24 PM  
**To:** David Medearis <dmedearis@medearislaw.com>  
**Subject:** RE: Wire Transfer to Fay Servicing MWZM File No. 24-000054-347

Good afternoon,

The foreclosure sale has been postponed for 30 days to allow time for the funds to clear.

Thanks.

***Ester Gonzales***

Associate Attorney  
Mackie Wolf Zientz & Mann, P.C.  
5177 Richmond Avenue, Suite 1230  
Houston, TX 77056  
Office: (214) 635-2650  
Fax: (214) 635-2686  
Direct Line: (713) 730-3212  
Email: [egonzales@mwzmlaw.com](mailto:egonzales@mwzmlaw.com)



**MACKIE WOLF  
ZIENTZ MANN**

Arkansas \* Tennessee \* Texas

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**From:** David Medearis <[dmedearis@medearislaw.com](mailto:dmedearis@medearislaw.com)>  
**Sent:** Friday, June 28, 2024 1:06 PM  
**To:** Ester Gonzales <[egonzales@mwzmlaw.com](mailto:egonzales@mwzmlaw.com)>  
**Subject:** RE: Wire Transfer to Fay Servicing MWZM File No. 24-000054-347

Ms. Ester,

Do you have a response on this file? I need to know something ASAP since the foreclosure could be next week.

David Medearis  
Attorney at Law  
Medearis Law Firm, PLLC  
1560 W Bay Area Blvd., Suite 200  
Friendswood Texas 77546  
[David@medearislaw.com](mailto:David@medearislaw.com)  
Tel. 281.954.6270  
Fax. 281.954.6280

---

**From:** Ester Gonzales <[egonzales@mwzmlaw.com](mailto:egonzales@mwzmlaw.com)>  
**Sent:** Tuesday, June 25, 2024 5:38 PM  
**To:** David Medearis <[dmedearis@medearislaw.com](mailto:dmedearis@medearislaw.com)>  
**Subject:** RE: Wire Transfer to Fay Servicing MWZM File No. 24-000054-347

Good afternoon,

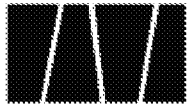
I have escalated this matter to my client and asked them to research the proof of payment you provided. I will let you know when I hear back from my client.

Thanks.

***Ester Gonzales***

Associate Attorney  
Mackie Wolf Zientz & Mann, P.C.  
5177 Richmond Avenue, Suite 1230  
Houston, TX 77056  
Office: (214) 635-2650  
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Direct Line: (713)730-3212  
Email: [egonzales@mwzmlaw.com](mailto:egonzales@mwzmlaw.com)



MACKIE WOLF  
ZIENTZ MANN

Arkansas \* Tennessee \* Texas

## Exhibit D

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**From:** David Medearis <[dmedearis@medearislaw.com](mailto:dmedearis@medearislaw.com)>  
**Sent:** Tuesday, June 25, 2024 4:44 PM  
**To:** Ester Gonzales <[egonzales@mwzmlaw.com](mailto:egonzales@mwzmlaw.com)>  
**Subject:** FW: Wire Transfer to Fay Servicing

Ms. Ester,

Please see the attached from my client. Can we get something from you confirming that the foreclosure sale will be stopped?

David Medearis  
Attorney at Law  
Medearis Law Firm, PLLC  
1560 W Bay Area Blvd., Suite 200  
Friendswood Texas 77546  
[David@medearislaw.com](mailto:David@medearislaw.com)  
Tel. 281.954.6270  
Fax. 281.954.6280

---

**From:** Brian Plaster <[bplaster@freedomairco.com](mailto:bplaster@freedomairco.com)>  
**Sent:** Tuesday, June 25, 2024 4:40 PM  
**To:** David Medearis <[dmedearis@medearislaw.com](mailto:dmedearis@medearislaw.com)>  
**Subject:** Re: Wire Transfer to Fay Servicing

David,

Here is the Wire Confirmation from 6-12-2024

Thank You,

Brian Plaster  
Freedom Air Conditioning  
[bpplaster@freedomairco.com](mailto:bpplaster@freedomairco.com)  
281-932-1111 Cell  
281-312-4457 Office

---

**From:** David Medearis <[dmedearis@medearislaw.com](mailto:dmedearis@medearislaw.com)>  
**Sent:** Monday, June 24, 2024 3:36 PM  
**To:** Brian Plaster <[bpplaster@freedomairco.com](mailto:bpplaster@freedomairco.com)>  
**Cc:** Mindi Campbell <[mcampbell@medearislaw.com](mailto:mcampbell@medearislaw.com)>  
**Subject:** FW: Wire Transfer to Fay Servicing

Brian,

Can you send me some documentation to send their attorney? See below.

David Medearis  
Attorney at Law  
Medearis Law Firm, PLLC  
1560 W Bay Area Blvd., Suite 200  
Friendswood Texas 77546  
[David@medearislaw.com](mailto:David@medearislaw.com)  
Tel. 281.954.6270  
Fax. 281.954.6280

---

**From:** Ester Gonzales <[egonzales@mwzmlaw.com](mailto:egonzales@mwzmlaw.com)>  
**Sent:** Monday, June 24, 2024 1:12 PM  
**To:** David Medearis <[dmedearis@medearislaw.com](mailto:dmedearis@medearislaw.com)>  
**Subject:** RE: Wire Transfer to Fay Servicing

Good afternoon,

Please provide proof of the wire transfer. My client still shows this loan is in an active foreclosure status and we are still pending the reinstatement quote from my client.

Thanks.

***Ester Gonzales***

Associate Attorney  
Mackie Wolf Zientz & Mann, P.C.

5177 Richmond Avenue, Suite 1230  
Houston, TX 77056  
Office: (214) 635-2650  
Fax: (214) 635-2686  
Direct Line: (713)730-3212  
Email: [egonzales@mwzmlaw.com](mailto:egonzales@mwzmlaw.com)



**MACKIE WOLF  
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**From:** David Medearis <[dmedearis@medearislaw.com](mailto:dmedearis@medearislaw.com)>

**Sent:** Wednesday, June 19, 2024 4:31 PM

**To:** Ester Gonzales <[egonzales@mwzmlaw.com](mailto:egonzales@mwzmlaw.com)>

**Subject:** FW: Wire Transfer to Fay Servicing

Ms. Ester,

Could you check with your client on this to see if this foreclosure will be removed from the July sale?

My client says says a \$28,060 Wire Transfer went through to Fay Servicing on June 12<sup>th</sup> and has not been returned.

David Medearis  
Attorney at Law  
Medearis Law Firm, PLLC  
1560 W Bay Area Blvd., Suite 200  
Friendswood Texas 77546  
[David@medearislaw.com](mailto:David@medearislaw.com)  
Tel. 281.954.6270  
Fax. 281.954.6280

---

**From:** Brian Plaster <[bolaster@freedomairco.com](mailto:bolaster@freedomairco.com)>

**Sent:** Wednesday, June 19, 2024 3:28 PM

**To:** David Medearis <[dmedearis@medearislaw.com](mailto:dmedearis@medearislaw.com)>

**Subject:** Wire Transfer to Fay Servicing

David,

Just to let you know that \$28,060 Wire Transfer went through to Fay Servicing on June 12<sup>th</sup> and has not been returned and he says the loan shows as current.

This is on 314 Common Trails Ln, Huffman.

Thank You,

Brian Plaster  
Freedom Air Conditioning  
[bplaster@freedomairco.com](mailto:bplaster@freedomairco.com)  
281-932-1111 Cell  
281-312-4457 Office

Unofficial Copy Office of Marilyn Burgess District Clerk