



NO. 09-DCV-177382

BOBBY JOHNSON,

Plaintiff,

v.

U.S. BANK NATIONAL ASSOCIATION,

Defendant.

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IN THE DISTRICT COURT OF

FORT BEND COUNTY, TEXAS

434th JUDICIAL DISTRICT

FINAL JUDGMENT

On December 22, 2009, Plaintiff, Bobby Johnson ("Plaintiff" or "Mr. Johnson"), filed suit complaining of U.S. Bank National Association ("Defendant" or "U.S. Bank"). After proper petition and service, Defendant failed to answer, appear, or respond to any pleading as of the time of this judgment. Plaintiff moves for entry of default judgment.

The Court heard the evidence and arguments of counsel and is of the opinion that judgment quieting title to the property described in Plaintiff's petition in the above entitled and numbered cause is rendered in favor of Plaintiff, Bobby Johnson, and against Defendant, U.S. Bank National Association.

Therefore, the court ORDERS, ADJUDGES, and DECREES that:

1. Title to the property described as 4011 Camelia Glen Lane, Fresno, Fort Bend County, Texas 77545 is quieted in Bobby Johnson as against U.S. Bank National Association.

It is additionally ORDERED, ADJUDGED, and DECREED that:

2. Defendant, or any person or entity acting in concert with them, including but not limited to their attorneys, servicers, agents, servants, employees, successors, heirs, and assigns are commanded forthwith to desist and refrain from:

ROUTED TO COURT FEB 11 2010
RT'D TO D. CLERK MAR 30 2010

- i. entering and taking possession of the property located at 4011 Camelia Glen Lane, Fresno, Fort Bend County, Texas 77545 ("the Home"), or otherwise interfering with Plaintiff's right to the quiet enjoyment and use of the Home;
- ii. proceeding with or attempting to sell or foreclose upon the Home; and
- iii. attempting to purchase, transfer, assign, or collect on the Note attached as Exhibit A to this Order.

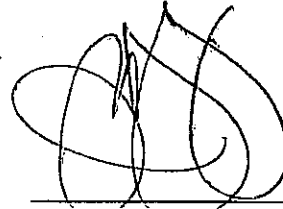
~~3. Plaintiff recover attorney's fees from Defendant in the sum of \$ _____ for services rendered in this matter;~~

4. Defendant, U.S. Bank National Association, take nothing by reason of this suit;
5. Costs are taxed against Defendant;

Plaintiff's additional causes of action are hereby DISMISSED without prejudice to re-filing, and

All other and further relief not expressly granted herein is hereby DENIED.

Signed on the 30th day of March, 2010.



JUDGE PRESIDING

AGREED AND ENTRY REQUESTED:

Respectfully submitted,
THE GORE LAW FIRM

By: /s/ George W. Gore
George W. Gore
State Bar No. 24029582
12946 Dairy Ashford, Suite 450
Sugar Land, Texas 77478
(713) 224-2000 Telephone
(713) 224-2004 Facsimile
ATTORNEY FOR PLAINTIFF

FILED

FEB 11 2010
AT 12:24 P. M.
Annie Rene Elliott
Clerk District Court, Fort Bend Co., TX

Stacy Jean Terry

EXHIBIT

A

(D) Amount of My Initial Monthly Payment
Each of my initial monthly payments will be in the amount of U.S. \$ 1,000.00. This amount may change.

(E) Monthly Payment Changes
Changes in my monthly payment will reflect changes in the unpaid principal of my loan and in the interest rate that I must pay. The Note Holder will determine my new interest rate and the changed amount of my monthly payment in accordance with Section 4 of this Note.

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates
The interest rate I will pay may change on the 1st day of MARCH, 2007, and on that day every 6 month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index
Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new Index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes
Before each Change Date, the Note Holder will calculate my new interest rate by adding Eight Point Four Five Percent (8.45%) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes
The interest rate I am required to pay at the first Change Date will not be greater than 13.2500 % or less than 10.2500 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than One percentage point (1.0000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 17.2500 %.

(E) Effective Date of Changes
My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes
The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any questions I may have regarding the notice.

5. BORROWER'S RIGHT TO PREPAY

I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under this Note.

I may make a full Prepayment or partial Prepayments without paying any Prepayment charge. The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under this Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount before applying my Prepayment to reduce the Principal amount of this Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payments unless the Note Holder agrees in writing to these changes. My partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

6. LOAN CHARGES

If a law, which applies to this loan and which sets maximum loan charges, is finally interpreted so that the interest or other loan charges collected or to be collected in connection with this loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from me that exceed permitted limits will be refunded to me. The Note Holder may choose to make this refund by reducing the Principal I owe under this Note or by making a direct payment to me. If a refund reduces Principal, the reduction will be treated as a partial Prepayment.

7. BORROWER'S FAILURE TO PAY AS REQUIRED

(A) Late Charges for Overdue Payments

If the Note Holder has not received the full amount of my monthly payment by the end of 15 calendar days after the date it is due, I will pay a late charge to the Note Holder. The amount of the charge will be \$.0000 % of my overdue payment of principal and interest. I will pay this late charge promptly but only once on each late payment.

(B) Default

If I do not pay the full amount of each monthly payment on the date it is due, I will be in default.

(C) Notice of Default

If I am in default, the Note Holder may send me a written notice telling me that if I do not pay the overdue amount by a certain date, the Note Holder may require me to pay immediately the full amount of Principal that has not been paid and all the interest that I owe on that amount. That date must be at least 30 days after the date on which the notice is mailed to me or delivered by other means.

(D) No Waiver By Note Holder

Even if, at a time when I am in default, the Note Holder does not require me to pay immediately in full as described above, the Note Holder will still have the right to do so if I am in default at a later time.

(E) Payment of Note Holder's Costs and Expenses

If the Note Holder has required me to pay immediately in full as described above, the Note Holder will have the right to be paid back by me for all of its costs and expenses in enforcing this Note to the extent not prohibited by applicable law. These expenses include, for example, reasonable attorney's fees.

B. GIVING OF NOTICES .

Unless applicable law requires a different method, any notice that must be given to me under this Note will be given by delivering it or by mailing it by first class mail to me at the Property Address above or at a different address if I give the Note Holder a notice of my different address.

Unless the Note Holder requires a different method, any notice that must be given to the Note Holder under this Note will be given by mailing it by first class mail to the Note Holder at the address stated in Section 3(A) above or at a different address if I am given a notice of that different address.

9. 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. The Note Holder may enforce its rights under this Note against each person individually or against all of us together. This means that any one of us may be required to pay all of the amounts owed under this Note.

10. WAIVERS

I 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 the Note Holder to demand payment of amounts due. "Notice of Dishonor" means the right to require the Note Holder to give notice to other persons that amounts due have not been paid.

11. UNPAID SECURED NOTE


This Note is a uniform instrument with limited variations in some jurisdictions. In addition to the protections given to the Note Holder under this Note, a Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated the same date as this Note, protects the Note Holder from possible taxes that might result if I do not keep the promises that I make in this Note. That Security Instrument describes how and under what conditions I may be required to make immediate payment in full of all amounts I owe under this Note. Some of those conditions read as follows:

"Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 11, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a deed, contract for deed, installment sales contract, or escrow agreement, the total of which is the transfer of title by Borrower to a future date to a purchaser.

If all or any part of the Property or any interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums accrued by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

WITNESS THE HAND(S) AND SEAL(S) OF THE UNDERSIGNED.



(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

(Seal) - Borrower

[Sign Original Only]

Loan Number: 2013-01-21-01503
NOT A PUBLIC RECORD
(As Recorded in the Public Records)
Page 5 of 5
Modified Form 2530 1/01
ALSTNS (0104)

I, Annie Rebecca Elliott, District Clerk of Fort Bend County, Texas, do hereby certify that the foregoing is a true, correct and full copy of the instrument herein set out as appears of record in the District Court of Fort Bend County, Texas. This 5 day of April 2010



ANNIE REBECCA ELLIOTT, DISTRICT CLERK
By 
Josie Platz, Deputy