

**IN THE CHANCERY COURT OF DESOTO COUNTY, MISSISSIPPI**

**GN MORTGAGE CORPORATION, A  
WISCONSIN CORPORATION;  
GMAC MORTGAGE CORPORATION,  
A PENNSYLVANIA CORPORATION;  
AND LEM ADAMS, III, IN HIS CAPACITY  
AS A SUBSTITUTED TRUSTEE IN A DEED OF TRUST** **PLAINTIFFS**

**VS.** **CIVIL ACTION NO. 04-10-1768(LUN)**

**TERRY L. HUMBERT AND HIS WIFE,  
ANGELA R. HUMBERT** **DEFENDANTS**

**FINAL JUDGMENT**

This civil action came on to be heard on the Amended Complaint filed herein by Plaintiffs, GN Mortgage Corporation, a Wisconsin corporation, whose business address is 10 North Roselle Road, Roselle, Illinois 60172; GMAC Mortgage Corporation, a Pennsylvania Corporation, whose address is 3451 Hammond Ave., Waterloo, Iowa 50702; and Lem Adams, III, an adult resident citizen of Rankin County, Mississippi, whose office address is 2001 Creek Cove, Suite A, Brandon, Mississippi 39042, and the Court now being fully advised in the premises finds as follows:

1. Defendants, Terry L. Humbert and his wife, Angela R. Humbert, are adult resident citizens of the State of Oregon, whose last known residence and mailing address is 500 Brett Way, Grants Pass, Oregon 97526.
2. Desoto County Chancery Court is the proper venue for this action since it involves title to land lying and being situated in Desoto County, Mississippi.
3. Desoto County Chancery Court has subject matter jurisdiction of this civil action since it involves imposition of an equitable lien against real property lying and being situated in Desoto County, Mississippi. Desoto County Chancery Court has personal jurisdiction over the parties to this civil action.

4. Defendants were duly and properly served with the process of this Court pursuant to Rule 4, Mississippi Rules of Civil Procedure.

5. Defendants failed to make an appearance herein and the Clerk of this Court, upon property application therefore, entered his default against said Defendants on April 8, 2005.

6. Defendants were given notice of the hearing date and time of hearing on the Plaintiffs' motion for default judgment and request to enter Final Judgment on the matters addressed in the Amended Complaint.

7. By Warranty Deed dated June 29, 2000, Terry L. Humbert and his wife, Angela R. Humbert, purchased a parcel of real property with the improvements thereon from Creative Construction, LLC, a Tennessee Limited Liability Company. Said Warranty Deed was filed for record in the office of the Chancery Clerk of Desoto County, Mississippi on July 19, 2000 at 11:26 A. M. and recorded in Deed Book 376 at Page 232. A true and correct copy of said Warranty Deed is attached to the Amended Complaint filed in this civil action as Exhibit "A".

8. The real property lies in Desoto County, Mississippi, is commonly known as 6136 Shadow Oaks Lane, Olive Branch, Mississippi 38654, and is more particularly described as follows:

Lot 2, Shadow Oaks Subdivision, situated in Section 34, Township 1 South, Range 6 West, City of Olive Branch, Desoto County, Mississippi, as per plat thereof in Plat Book 64, Page 13, in the office of the Chancery Clerk of DeSoto County, Mississippi.

9. On June 29, 2000, Terry L. Humbert and his wife, Angela R. Humbert, executed and delivered a Promissory Note to GN Mortgage Corporation in the principal sum of \$116,800.00, being due and payable in monthly installments of Nine Hundred Twenty-Nine and 32/100 Dollars (\$932.32), beginning on August 1, 2000 and continuing every month thereafter until July 1, 2030, at which time all amounts due said Promissory Note were due and payable. A true and correct copy

of said Promissory Note is attached to the Amended Complaint filed in this civil action as Exhibit "B".

10. The proceeds of the mortgage loan evidenced by said Promissory Note were used to pay a majority of the purchase price. A true and correct copy of the HUD-1 Settlement Statement is attached to the Amended Complaint filed in this civil action as Exhibit "C".

11. On June 29, 2000, Terry L. Humbert and his wife, Angela R. Humbert, were to execute and deliver a Deed of Trust to secure the Promissory Note. The Deed of Trust was executed and delivered by Defendant, Angela R. Humbert, but, her husband, Terry L. Humbert did not personally sign the Deed of Trust. The Deed of Trust is purportedly signed by Terry L. Humbert, by and through his attorney in fact, Angela L. Humbert. Said Deed of Trust was filed for record in the office of the Chancery Clerk of Desoto County, Mississippi on July 19, 2000 at 11:287 P. M. and recorded in Deed of Trust Book 1230 at Page 064. A true and correct copy of the Deed of Trust is attached to the Amended Complaint filed in this civil action as Exhibit "D".

12. There is no Power of Attorney of record for Defendant, Angela R. Humbert, to act as attorney in fact for her husband, Terry L. Humbert, and the Deed of Trust is invalid as to the interest of the Defendant, Terry L. Humbert, but not as to the interest of Angela R. Humbert.

13. The real property described in the title deed and the deed of trust was not purchased for homestead purposes and is not the homestead of the Defendants, but was purchased for investment purposes.

14. To the extent that the Deed of Trust recorded in Deed of Trust Book 1230 at Page 064 is valid as to the interest of the Defendant, Angela R. Humbert, GN Mortgage Corporation assigned its interest in said Deed of Trust to GMAC Mortgage Corporation by instrument dated

February 2, 2001, filed for record in the office of the Chancery Clerk of Desoto County, Mississippi on February 20, 2001 at 11:38 A. M. and recorded in Book 1290 at Page 772. A copy of said Assignment is attached to the Amended Complaint filed in this civil action as Exhibit "E".

15. By instrument dated November 6, 2003, GMAC Mortgage Corporation substituted Lem Adams, III as Substituted Trustee in the Deed of Trust recorded in Deed of Trust Book 1230 at Page 64. The Substitution of Trustee was filed for record in the office of the Chancery Clerk of Desoto County, Mississippi on February 6, 2004 at 10:51 A. M. and recorded in Book 1922 at Page 288. A copy of the Substitution of Trustee is attached to the Amended Complaint filed in this civil action as Exhibit "F".

16. The proceeds of the mortgage loan were used as purchase money to purchase the real property described herein above. Plaintiff is entitled to imposition of an equitable lien with priority over all other liens, pursuant to Section 89-1-45, Miss. Code Ann. (1972), as amended to secure the purchase money lien.

17. Defendants have failed to comply with the terms and conditions of the promissory note and the deed of trust which secures the promissory note. Defendants have not paid the principal and interest payments as those payments have come due under the terms and conditions of the promissory note. Defendants are in default in their obligation to Plaintiffs.

18. Defendants have not paid the ad valorem taxes or the hazard insurance premiums due and the Plaintiff has advanced funds in order to protect its collateral.

19. In addition to principal and interest payments due, late charge fees, foreclosures expenses and legal fees expended, Plaintiffs have had to employ legal counsel to prosecute this civil action and will incur legal fees herein.

20. By reason of the default, Plaintiffs are entitled to foreclose the deed of trust as it applies to the Defendant, Angela R. Humbert, and to foreclose the equitable lien imposed by this Court against the interest of Terry L. Humbert.

IT IS, THEREFORE, ORDERED AND ADJUDGED, as follows: (1) the Deed of Trust recorded in Deed of Trust Book 1230 at Page 64 is a valid Deed of Trust against the undivided interest of Defendant, Angela R. Humbert; (2) an equitable lien against the undivided title interest of Terry L. Humbert is granted in favor of current owner and holder of the Deed of Trust recorded in Deed of Trust Book 1230 at Page 64 to secure the purchase money loaned by Plaintiffs on the property known as Lot 2, Shadow Oaks Subdivision; (2) Lem Adams, III is appointed to conduct a foreclosure sale of the purchase money equitable lien imposed by this court against the interest of Terry L. Humbert and to conduct a foreclosure sale of the equitable lien granted herein at the same time and under the same conditions as those terms and conditions set forth in the deed of trust recorded in Deed of Trust Book 1230 at Page 64, executed by Angela R. Humbert; (3) the Trustee, Lem Adams, III shall have no duty to report the sale back to the this Court for confirmation; (4) assessing all costs accrued herein to Plaintiffs; (5) the Clerk of this Court is ordered and directed to record a copy of this Final Judgment in the land records of his office and to index the same under the legal description of the real property described herein; and (6) for all of which let execution issue.

SO ORDERED AND ADJUDGED, this the 14<sup>th</sup> day of June, 2005.

[Signature]  
CHANCELLOR

STATE OF MISSISSIPPI  
I HEREBY CERTIFY that the foregoing is  
a true copy of the original as filed.  
This the 14 day of June, 2005  
W. Davis, Clerk of the Court  
By [Signature]  
COUNTY OF DECATUR, MISSISSIPPI

