

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF GEORGIA
COLUMBUS DIVISION

DEUTSCHE BANK NATIONAL TRUST)
COMPANY, AS TRUSTEE FOR)
AMERIQUEST MORTGAGE)
SECURITIES, INC., ASSET-BACKED)
PASS THROUGH CERTIFICATES,)
SERIES 2005 R-1, UNDER THE POOLING)
) AND SERVICING AGREEMENT)
DATED FEBRUARY 1, 2005)

Plaintiff,)

v.)

JACQUELINE BOSLEY A/K/A)
JACQUELINE CATHERINE GOODSON,)
TABITHA VANHOUSEN A/K/A)
TABITHA ANN BOSLEY VANHOUSEN,)
BENEFICIAL MORTGAGE CO.)
OF GEORGIA)

Defendants.)

CIVIL ACTION FILE
NO 4:18-cv-00086-CDL

**ORDER CONFIRMING FORECLOSURE SALE CONVEYING TITLE IN
REAL PROPERTY AND WRIT OF POSSESSION**

Upon consideration of Plaintiff's Motion [Doc 19], the Court finds a hearing is not required, grants the Motion and enters this Order as follows. Per the Judgment [Doc 19], this case concerned real property, described as:

All that lot, tract and parcel of land situate, lying and being in Columbus, Muscogee County and State of Georgia, being known and designated as all of Lot Numbered Thirty (30) in Block Lettered "Q" Re-plat of Lots 1 and 2, Block "Q" Victory Heights, as said lot is shown upon a Map or Plat of said subdivision dated April 29, 1980, made by Moon, Meeks & Patricks, Inc., and recorded in Plat Book 74, folio 26 in the office of the Clerk of Superior Court of Muscogee County, Georgia to which reference is made for the particular location and dimensions of said lot.

Tax Id#073009002

The property at issue is more commonly known by its address of: 7744 Aurora Drive Columbus, GA 31909-1602 ("Property").

On January 23, 1985, Barbara Fields, in whom title was vested, executed a Warranty Deed, conveying the Property to Randy C. Bosley ("Mr. Bosley") and Mary A. Bosley, recorded February 6, 1985, in Deed Book 2416, Page 96, Muscogee County, Georgia records ("Warranty Deed"). Thereafter, on December 10, 1998, Mary Bosley executed a Quitclaim Deed conveying her interest in the property to Mr. Bosley, recorded December 10, 1998, in Deed Book 5138, Page 305, Muscogee County, Georgia records ("Quitclaim Deed").

Mr. Bosley executed a Promissory Note on January 20, 2005, to Ameriquest Mortgage Co. ("Ameriquest") for the principal sum of \$75,163.00 ("Note"). And, on January 20, 2005, Mr. Bosley executed a Security Deed to Ameriquest conveying the Property as collateral for the Note, recorded on January 28, 2005, in

Deed Book 7756, Page 326, Muscogee County, Georgia records (“Security Deed”). On January 20, 2009, Citi Residential Lending, Attorney in Fact for Ameriquest, executed an assignment of the Security Deed to Plaintiff, which was recorded on February 12, 2009, in Deed Book 09604, Page 174, Muscogee County, Georgia records (“Assignment”).

On November 11, 2008, Mr. Bosley executed another Security Deed to Defendant Beneficial encumbering the Property as collateral for a separate note in the principal sum of \$26,057.56, and recorded on November 17, 2008, in Deed Book 09532, Page 64, Muscogee County, Georgia Records (“Junior Security Deed”).

Mr. Bosley breached Plaintiff’s Note and Security Deed, still in effect, by failing to make loan payments and/or not fulfilling other obligations under them, in default. Mr. Bosley died intestate on September 14, 2015. His estate was never probated in any Court. He is survived by his spouse and daughter, Defendants Jacqueline Bosley and Tabitha Vanhousen. Upon Mr. Bosley’s death, all interest, equity, or claim he had in the Property vested in his spouse and daughter, subject to the Security Deed.

Plaintiff held and/or owned the Property, its defaulted Note/Security Deed and/or claims at issue and had standing to enforce them and/or the claims at issue,

prior to commencing suit. All Defendants were served with process, against whom the Judgment [Doc 17] was entered, resolving the case, declaring Plaintiff's senior interest in the Property, ordering a judicial foreclosure sale of the Property, appointing Reginald Hudspeth, LLC as Special Master, authorized to sell the Property, its improvements, buildings, fixtures and appurtenances at the Muscogee County Courthouse at the usual hour/location for public sale, per 28 U.S.C. § 2001 and applicable law, after advertisement of the sale, once per week for 4 weeks before the sale, in a newspaper regularly issued and of general circulation in Muscogee County.

As shown by the record, per the Judgment, the Property was advertised for sale, for 4 consecutive weeks before the sale, per the Publisher's Affidavit. [Doc 19-1] The Special Master conducted the sale at the Muscogee County Courthouse on February 5, 2019, at which Plaintiff purchased the property for a credit bid of \$68,572.88, per the Special Master's Report of Sale. [Doc 19-2]

This Court has exclusive jurisdiction over the Property, to determine all questions of its title, possession or control. Wabash v. Adelbert, 208 U.S. 54 (1907) Confirmation of the sale is required as "a bidder at a sale by a master, under a decree of court, is not considered a purchaser until the sale is confirmed." Ballentyne v. Smith, 205 U.S. 288 (1907). Per Count I of the Complaint, Plaintiff

purchased the Property, entitling it to confirmation as the new owner of the Property. Per Count II of the Complaint, Plaintiff is also entitled to possession of the Property. This Order is entered *nunc-pro-tunc* to February 5, 2019.

**CONVEYANCE OF ALL RIGHT, INTEREST AND TITLE TO THE
PROPERTY AND ORDER QUIETING TITLE TO THE PROPERTY IN
FEE SIMPLE AS TO PLAINTIFF**

Per Count I of the Complaint, the Judgment, Fed. R. Civ. P. 70, and applicable law, the Court confirms the foreclosure sale of the Security Deed as to the Property, grants, conveys and quiets title to the Property in fee simple absolute to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES, INC., ASSET-BACKED PASS THROUGH CERTIFICATES, SERIES 2005 R-1, UNDER THE POOLING AND SERVICING AGREEMENT DATED FEBRUARY 1, 2005, free and clear of all claims, impediments to and matters of title to the Property by all other parties, whose interests are foreclosed, extinguished, barred, quieted, cancelled and invalidated from title to the Property. This Order will be recorded/indexed by the Clerk of Muscogee Superior Court, with the same legal effect as a conveyance per O.C.G.A. § 9-13-173 and an order per O.C.G.A. § 23-3-67.

**WRIT OF POSSESSION OF THE PROPERTY
AS TO RH FUND, XVI, LLC**

Per Count II of the Complaint, the Judgment and Fed. R. Civ. P. 64, the

Court grants sole possession of the Property to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES, INC., ASSET-BACKED PASS THROUGH CERTIFICATES, SERIES 2005 R-1, UNDER THE POOLING AND SERVICING AGREEMENT DATED FEBRUARY 1, 2005, enforceable by federal and/or local law enforcement officers in this Order, also constituting a writ of possession. See O.C.G.A. § 9-13-175. The Defendants, occupants of the Property, and all others shall vacate the Property at the direction of federal and/or local law enforcement officers and shall not commit waste, damage or vandalism as to the Property and will do nothing to impair its title or value. Violation of these conditions is punishable by contempt, as also provided by the prior Order. [Doc 18] the Prior Order otherwise remains in effect. The Court retains jurisdiction to enforce all orders entered in this case.

SO ADJUDGED AND DECREED this 20th day of February, 2019

S/Clay D. Land

The Honorable CLAY D. LAND
Judge, United States District Court
Middle District of Georgia, Columbus Division

Prepared and respectfully submitted by:

/s/ Elizabeth Blair Weatherly

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