

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF KENTUCKY
CENTRAL DIVISION at LEXINGTON

UNITED STATES OF AMERICA.)	
)	
)	
Plaintiff,)	Action No. 5:13-CV-206-JMH
)	
v.)	
)	
)	MEMORANDUM OPINION AND ORDER
KRISTIN LAWSON and)	
UNKNOWN SPOUSE OF KRISTIN)	
LAWSON.)	
)	
Defendants.)	
)	
)	

** ** * * *

This matter is before the Court on Plaintiff's motion for summary judgment. [DE 5]. Plaintiff filed a Complaint in this Court on July 2, 2013. [DE 1]. Defendant Kristin Lawson was timely served and has filed an Answer [DE 3]. Although it appears from the certificate of service that Lawson was served with a copy of the motion, Lawson did not file a response to the motion for summary judgment. [DE 5].

In her Answer [DE 3], Lawson admitted that she executed and delivered the promissory note, mortgage, and subsidy repayment agreement regarding the property located at Bellchase Lane, Nicholasville, Kentucky to the

Plaintiff. She denied that she was in default on the mortgage payments, was married, and had abandoned the property. However, Lawson has set forth no evidence in the record showing that her payments were current or that she had not abandoned the property.

There being no evidence to the contrary, this Court finds that Plaintiff is entitled to summary judgment against Lawson in this matter. This Court finds, as more particularly set out in Plaintiff's motion, complaint and attached exhibits, that on or about June 5, 2008, Defendant, Kristin J. Lawson, executed and delivered to the United States of America, Department of Agriculture, Rural Development (formerly known as Farmer's Home Administration) a promissory mortgage note in the principal amount of \$109,000.00, bearing interest at the rate of 5.375% per annum. [DE 1-1]. To secure payment of the promissory mortgage note, Lawson delivered to the Plaintiff a real estate mortgage, granting a first mortgage lien in the real property located at 302 Bellchase Lane, Nicholasville, Kentucky. The mortgage was recorded on June 5, 2008, in Mortgage Book M940, Page 261, in the Office of the Jessamine County Court Clerk. [DE 1-2]. Lawson, also executed and delivered to the Plaintiff a Subsidy Repayment Agreement [DE 1-3], which provided that any subsidy

received in accordance with the loan is repayable to the Plaintiff upon the disposition or non-occupancy of the secured property.

The Affidavit Proof Statement of Account executed by Rural Development's foreclosure representative, William Lambert, [DE 1-5] indicates that Lawson has failed to make payments on the mortgage loan and is, therefore, delinquent from April 5, 2001, through the present. The unpaid principal balance on the Note is \$103,433.34, with accrued interest of \$11,088.63, through March 2, 2013, with the total subsidy granted of \$8,751.93, and with fees assessed of \$5,026.47, with total escrow of \$1,616.18 and with \$51.72 for late charges for a total unpaid balance due of \$129,968.27. Interest is accruing on the unpaid principal balance at the rate of \$15.2316 per day after March 2, 2013.

As indicated by a field inspection on or about November 8, 2011, Lawson has moved out of the house and the property is vacant. [DE 1-4].

Accordingly, and on the basis more fully set out in Plaintiff's motion, which is hereby adopted and incorporated as if set forth verbatim herein, this Court finds that Plaintiff is entitled to summary judgment and will issue a separate judgment in accordance herewith.

IT IS ORDERED that Plaintiff's Motion for Summary Judgment is **GRANTED**.

This the 15th day of April, 2014.



Signed By:

Joseph M. Hood *JMH*

Senior U.S. District Judge