

IN THE SUPREME COURT OF THE STATE OF DELAWARE

ROSE M. JACQUES,	§
	§ No. 353, 2011
Defendant Below-	§
Appellant,	§
v.	§ Court Below—Superior Court
	§ of the State of Delaware
	§ in and for Sussex County
CHASE BANK USA, N.A.,	§ C.A. No. S10L-06-095
	§
Plaintiff Below-	§
Appellee.	§

Submitted: April 30, 2012

Decided: May 8, 2012

Before **HOLLAND, BERGER** and **JACOBS**, Justices

ORDER

This 8th day of May 2012, upon consideration of the briefs of the parties and the record below, it appears to the Court that:

(1) The defendant-appellant, Rose M. Jacques, filed an appeal from the Superior Court’s June 20, 2011 ruling in favor of the plaintiff-appellee, Chase Bank USA, N.A., and its June 24, 2011 judgment order in this mortgage foreclosure case. We find no merit to the appeal. Accordingly, we affirm.

(2) The record before us reflects that, on June 29, 2007, Jacques executed and delivered to Chase Bank a mortgage (the “Mortgage”) and note (the “Note”) on the real property located at 33692 Reservoir Drive, Lewes,

Delaware, 19958 (the “Property”). The Mortgage and Note were in the principal sum of \$408,120.00 and were payable at an adjustable rate of interest, with installments of interest and principal payable monthly until July 1, 2037, when the Mortgage and Note were due and payable. The Mortgage and Note provided that the failure of Jacques to pay any obligation or any portion thereof when due would cause the loan to be in default, and that Chase could accelerate the sum secured by the Mortgage and foreclose upon the Property.

(3) On June 22, 2010, Chase filed suit in the Superior Court against Jacques on the ground that she had failed to pay the monthly installments due on the Mortgage and the Note. Chase’s complaint alleged that Jacques owed Chase the principal sum of \$418,208.02, interest in the amount of \$34,275.51, future interest accruing at the rate of \$73.04 per diem, various late charges and advances, as well as attorney’s fees and costs. Copies of the executed Mortgage and Note, and the notice required by the Fair Debt Collection Practices Act were attached to the complaint.

(4) On June 20, 2011, a bench trial was held in the Superior Court regarding the allegations contained in Chase’s complaint. Chase initially presented two witnesses at the trial---a title litigation specialist with an entity that took over for Chase Home Finance, the entity that originally serviced

the loan to Jacques, and the real estate attorney who handled the settlement on the Property for Jacques. The witnesses testified to the amounts owed on the Mortgage and Note executed by Jacques at the time of settlement on the Property. Chase also called as a witness the notary public who notarized Jacques's signatures on the Mortgage and Note at the time of settlement on the Property.

(5) Jacques testified on her own behalf. She attempted to introduce into evidence a number of documents purporting to show that a bank other than Chase now holds the Note on the Property, thereby supporting her claim of fraud against Chase. Because Jacques had no witnesses to testify concerning the documents, the Superior Court ruled that the documents were hearsay and would not be admitted into evidence. At one point during her testimony, Jacques stated, "I am trying to force them [Chase] into a decent mod [loan modification] action. See, nobody is going to buy this house for this price. . . . You can't blame me for trying to get a better mod. . . . I am trying to force the mod." The documents shown to Jacques during her cross-examination reflected that she has not made a mortgage payment on the Property since April of 2009.

(6) At the close of the trial, the Superior Court judge ruled in favor of Chase and against Jacques. The judge noted that Jacques had failed to

prove either that she did not sign the loan documents or that Chase had engaged in fraud. He stated, “There has been no challenge at all . . . to the amount due and owing. It seems, frankly, that Ms. Jacques wanted to use this entire procedure to force the lender to give her a better deal.” On June 24, 2011, the Superior Court entered its order of judgment against Jacques in the total amount of \$496,108.41.

(7) In her appeal, Jacques reiterates the arguments she has espoused throughout this litigation---a) Chase is not the holder of the Mortgage and Note on the Property; b) Chase is a predatory lender and has engaged in fraud; and c) the Superior Court has not afforded her a fair opportunity to present her defenses to Chase’s claims.

(8) We have carefully reviewed the transcript of the trial in this case. The evidence presented at trial demonstrates that Chase is the valid holder of the Mortgage and Note on the Property, that Jacques executed both documents, that Jacques defaulted on her obligation to Chase and that Jacques owes the amount of the judgment. There was no evidence presented at the trial supporting Jacques’s claims of fraud on the part of Chase. Finally, the transcript reflects that the Superior Court judge conducted a fair trial and properly ruled that Jacques’s proffered documents constituted

inadmissible hearsay.¹ In the absence of any factual or legal support for Jacques's claims, we conclude that the judgment of the Superior Court should be affirmed.

NOW, THEREFORE, IT IS ORDERED that the judgment of the Superior Court is AFFIRMED.

BY THE COURT:

/s/ Carolyn Berger
Justice

¹ D.R.E. 801 and 802.