UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS, FORT WORTH DIVISION

Angela Bauer and Robert Bauer v. Select Portfolio Servicing Inc., et al.

Bauer · No. 4:25-cv-00658-O-BP · Decided January 16, 2026

SUMMARY

The document is a magistrate judge's Findings, Conclusions, and Recommendation in a mortgage foreclosure dispute involving Angela and Robert Bauer, Origin Bank, and Select Portfolio Servicing. It recommends granting defendants' unopposed motion for summary judgment, dismissing plaintiffs' claims with prejudice, and authorizing Select Portfolio Servicing to foreclose. The recommendation addresses limitations, validity of the home equity lien, breach of contract, fraud, wrongful acceleration, constitutional forfeiture, declaratory judgment, and quiet title.

CASE DETAILS

COURT	United States District Court for the Northern District of Texas, Fort Worth Division
WRITING FOR THE COURT	Hal R. Ray, Jr.
JURISDICTION	United States District Court for the Northern District of Texas, Fort Worth Division
DECIDED	January 16, 2026
DOCKET	4:25-cv-00658-O-BP
DISPOSITION	other
PROCEDURAL POSTURE	Defendants Origin Bank, Inc. and Select Portfolio Servicing moved for summary judgment. Plaintiffs filed no response. The magistrate judge issued findings, conclusions, and a recommendation that the motion be granted, the plaintiffs' claims be dismissed with prejudice, and Select Portfolio Servicing be authorized to foreclose.
STANDARD OF REVIEW	Summary judgment is proper when the movant shows that no genuine dispute of material fact exists and that it is entitled to judgment as a matter of law. The court views the evidence in the light most favorable to the nonmovant, but an unresponding nonmovant may not rely on unsworn pleadings or require the court to search the record for supporting evidence.

PRECEDENTIAL VALUE	nonprecedential
PARTIES	Angela Bauer, Robert Bauer v. Select Portfolio Servicing Inc., Origin Bank, Inc.

TOPICS

summary judgment · foreclosure · mortgages · quiet title · civil procedure

PRACTICE AREAS

civil procedure · real estate · foreclosure · mortgages · contracts · consumer protection · constitutional law · remedies

QUESTIONS PRESENTED

1. Whether defendants were entitled to summary judgment on plaintiffs' contention that the statute of limitations barred foreclosure.
2. Whether the deed of trust was invalid under Article XVI of the Texas Constitution because only Robert Bauer executed the deed of trust and not the note.
3. Whether plaintiffs produced evidence supporting their breach-of-contract, fraud, failure-to-disclose, wrongful-acceleration, statutory, constitutional, and related claims.
4. Whether plaintiffs were entitled to declaratory judgment or quiet-title relief.
5. Whether Select Portfolio Servicing established the requirements for an order authorizing foreclosure.

HOLDINGS

1. A court may not grant summary judgment merely because the nonmovant failed to respond, but it may accept the movant's properly supported evidence and factual assertions as undisputed and grant summary judgment if the movant establishes entitlement to judgment as a matter of law.
2. Plaintiffs did not establish that the statute of limitations barred foreclosure because the alleged acceleration did not establish accrual as asserted, the acceleration was abandoned by subsequent action, and the limitations period was tolled during the receivership.
3. Article XVI of the Texas Constitution is satisfied when one spouse voluntarily signs the deed of trust, even if the other spouse does not sign the note.
4. Summary judgment was appropriate on plaintiffs' breach-of-contract claim because plaintiffs offered no evidence of their performance, defendants' breach, or resulting damages.
5. Summary judgment was appropriate because plaintiffs offered no evidence supporting the elements of fraud and no evidence satisfying the heightened pleading and proof requirements applicable to their allegations.
6. Summary judgment was appropriate on plaintiffs' wrongful-acceleration, TDCPA, and DTPA claims because plaintiffs offered no evidence that defendants failed to provide the notices required by Texas

law.

7. Plaintiffs were not entitled to declaratory judgment or quiet-title relief because they failed to establish an underlying right to relief or evidence that defendants' claim to the property was invalid or unenforceable.
8. Select Portfolio Servicing established entitlement to an order authorizing foreclosure by showing the existence of the debt, a qualifying security interest, plaintiffs' default, and proper service of notices of default and acceleration.

KEY QUOTATIONS

> *"When a nonmovant files no response to a summary judgment motion, the Court nevertheless cannot grant a default judgment, even if the failure to respond violates a local rule."* (Section II)

> *"For these reasons, the undersigned RECOMMENDS that Chief Judge O'Connor GRANT the Motion for Summary Judgment (ECF No. 21), DISMISS Plaintiffs' claims with prejudice, and ORDER that SPS is authorized to foreclose its security interest in the property at issue."* (Section IV)

FACTUAL BACKGROUND

The case concerns a home-equity loan and deed of trust on a Fort Worth, Texas, property. The loan was in default beginning May 1, 2018; Origin filed an expedited-foreclosure application in March 2019, and the deed of trust was later assigned to Select Portfolio Servicing, which became the note holder and mortgagee. Select Portfolio sent notices of default and intent to accelerate by certified mail on October 10, 2024, but plaintiffs remained in default and did not respond to defendants' summary-judgment motion. A receivership lasting 851 days prevented foreclosure activity and was terminated on July 12, 2021.

PROCEDURAL HISTORY

Plaintiffs sued in federal court over a Texas home-equity loan and related deed of trust, asserting contract, fraud, statutory, constitutional, declaratory-judgment, quiet-title, and related claims. Defendants moved for summary judgment, and plaintiffs did not respond. The magistrate judge treated defendants' properly supported factual assertions as undisputed and recommended that the district court grant summary judgment, dismiss the claims with prejudice, and authorize foreclosure.

DISPOSITION

other

CASES CITED

- Slaughter v. S. Talc Co., 949 F.2d 167, 170 (5th Cir. 1991)
- Anderson v. Liberty Lobby, Inc., 477 U.S. 242, 248–50, 252 (1986)
- Burgos v. Sw. Bell Tel. Co., 20 F.3d 633, 635 (5th Cir. 1994)
- Triple Tee Golf, Inc. v. Nike, Inc., 485 F.3d 253, 261 (5th Cir. 2007)
- Celotex Corp. v. Catrett, 477 U.S. 317, 322–25 (1986)

- Duplantis v. Shell Offshore, Inc., 984 F.2d 187, 190–91 (5th Cir. 1993)
- Duckett v. City of Cedar Park, 950 F.2d 272, 276 (5th Cir. 1991)
- Douglass v. United Servs. Auto. Ass'n, 79 F.3d 1415, 1417, 1429 (5th Cir. 1996) (en banc)
- Matsushita Elec. Indus. Co. v. Zenith Radio Corp., 475 U.S. 574, 587 (1986)
- Little v. Liquid Air Corp., 37 F.3d 1069, 1075 (5th Cir. 1994) (en banc)
- Williams v. Adams, 836 F.2d 958, 961 (5th Cir. 1988)
- Ragas v. Tenn. Gas Pipeline Co., 136 F.3d 455, 458 (5th Cir. 1998)
- Nissho-Iwai Am. Corp. v. Kline, 845 F.2d 1300, 1307 (5th Cir. 1988)
- Malacara v. Garber, 353 F.3d 393, 405 (5th Cir. 2003)
- Hibernia Nat. Bank v. Administracion Cent. Sociedad Anonima, 776 F.2d 1277, 1279 (5th Cir. 1985)
- Eversley v. MBank Dallas, 843 F.2d 172, 174 (5th Cir. 1988)
- Bookman v. Shubzda, 945 F. Supp. 999, 1002 (N.D. Tex. 1996)
- Boren v. U.S. Nat. Bank Ass'n, 807 F.3d 99, 104 (5th Cir. 2015)
- EMC Mortg. Corp. v. Window Box Ass'n, Inc., 264 S.W.3d 331, 335 (Tex. App.—Waco 2008, no pet.)
- Holy Cross Church of God in Christ v. Wolf, 44 S.W.3d 562, 566 (Tex. 2001)
- Khan v. GBAK Props., 371 S.W.3d 347, 353 (Tex. App.—Houston [1st Dist.] 2012, no pet.)
- Benamou v. Wells Fargo Bank Nat'l Ass'n, No. 3:16-cv-401-L-BK, 2017 WL 1394949, at *4 (N.D. Tex. Feb. 5, 2017)
- Curry v. Ocwen Loan Servicing LLC, No. cv H-15-3089, 2016 WL 3920375, at *6 (S.D. Tex. July 14, 2016)
- Wilmington Tr., Nat'l Ass'n v. Blizzard, 702 F. App'x 214, 216 (5th Cir. 2017)
- Narvaez v. Wilshire Credit Corp., 757 F. Supp. 2d 621, 628 (N.D. Tex. 2010)
- Aguiar v. Segal, 167 S.W.3d 443, 450 (Tex. App.—Houston [14th Dist.] 2005, no pet.)
- Formosa Plastics Corp. USA v. Presidio Eng'rs & Contractors, Inc., 960 S.W.2d 41, 47 (Tex. 1998)
- City of Clinton, Ark. v. Pilgrim's Pride Corp., 632 F.3d 148, 153 (5th Cir. 2011)
- Benchmark Elecs., Inc. v. J.M. Huber Corp., 343 F.3d 719, 724 (5th Cir. 2003)
- Swim v. Bank of Am., N.A., No. 3:11-cv-1240-M, 2012 WL 170758, at *n. 37 (N.D. Tex. Jan. 20, 2012)
- Smitherman v. Bayview Loan Servicing, LLC, 727 F. App'x 787, 792 (5th Cir. 2018)
- Harris Cty., Tex. v. MERSCORP Inc., 791 F.3d 545, 552 (5th Cir. 2015)
- Okpalobi v. Foster, 244 F.3d 405, 423 n.31 (5th Cir. 2001) (en banc)
- Cervantes v. New Century Mortg. Corp., 633 F. App'x 290, 291 (5th Cir. 2016)
- Green v. JPMorgan Chase Bank, N.A., 937 F. Supp. 2d 849, 863 (N.D. Tex. 2013)
- Bourgeois v. Select Portfolio Servicing, Inc., No. 3:22-cv-146, 2023 WL 3781647, at *6 (S.D. Tex. May 1, 2023)
- Easterling v. U.S. Bank Nat'l Ass'n, No. 3:16-cv-3403-L-BH, 2018 WL 7266516, at *10 (N.D. Tex. Dec. 6, 2018)
- Bourgeois v. New Century Mortgage Corp., No. 3:17-cv-00059, 2018 WL 3118392, at *7 (S.D. Tex. June 1, 2018)

- Jones v. Sheehan, Young & Culp, PC, 82 F.3d 1334, 1338 (5th Cir. 1996)