SUPREME COURT OF OKLAHOMA

RCB Bank v. Stitt

2026 OK 49 · No. 122112 · Decided June 16, 2026

SUMMARY

The Oklahoma Supreme Court holds that promissory notes merged into a foreclosure judgment ceased to be contractual obligations for purposes of 12 O.S. § 101, and a deficiency judgment could not revive the limitations period on the notes. Because the limitations period on the notes expired before the bank filed its later Tulsa County foreclosure action, the related mortgage liens were extinguished by operation of law. The court vacates the Court of Civil Appeals opinion, reverses the trial court, and remands with instructions to enter judgment for the defendants.

CASE DETAILS

COURT	Supreme Court of Oklahoma
WRITING FOR THE COURT	Combs, J.; Kuehn, V.C.J.; Winchester, J.; Gurich, J.; Darby, J.; Jett, J.; Rowe, C.J.; Kane, J.; Edmondson, J., not participating
JURISDICTION	Supreme Court of Oklahoma
DECIDED	June 16, 2026
DOCKET	122112
DISPOSITION	reversed_and_remanded
PROCEDURAL POSTURE	Petitioners sought certiorari review of a Court of Civil Appeals decision affirming summary judgment for RCB Bank in a foreclosure action. The Supreme Court granted certiorari, vacated the Court of Civil Appeals opinion, reversed the Tulsa County District Court judgment, and remanded with instructions to enter judgment for Petitioners.
STANDARD OF REVIEW	Summary judgment is reviewed de novo. The reviewing court determines independently whether genuine issues of material fact exist and whether either party is entitled to judgment as a matter of law.
PRECEDENTIAL VALUE	Published Oklahoma Supreme Court opinion, subject in the source text to revision or withdrawal before release for publication.
PARTIES	Kent D. Stitt, Kent D. Stitt, Trustee of 4652 Darlington Residential Land Trust, Kent D. Stitt, Trustee of 186th St. Land Trust #3240, 119 N. Gillette Land Trust, M. Keith Stitt & Associates v. RCB Bank

TOPICS

foreclosure · mortgages · statute of limitations · summary judgment · appellate procedure

PRACTICE AREAS

foreclosure · mortgages · statute of limitations · contracts · appellate procedure · summary judgment · commercial litigation · real estate

QUESTIONS PRESENTED

1. Whether a deficiency judgment or agreed deficiency judgment revives the statute of limitations on promissory notes and related mortgage liens under 12 O.S. § 101.
2. Whether promissory notes reduced to a foreclosure or deficiency judgment remain contractual obligations capable of revival under 12 O.S. § 101.
3. Whether the Tulsa County mortgage liens were extinguished when the limitations period on the underlying notes expired.
4. Whether RCB Bank's remedies after obtaining a deficiency judgment were limited to judgment-enforcement remedies rather than a new foreclosure action on stale mortgage liens.
5. Whether the Supreme Court could review the tolling issue on certiorari when the Court of Civil Appeals had decided it but the petition for certiorari did not challenge that ruling.

HOLDINGS

1. Section 101 applies only to contract-based claims and does not permit a deficiency judgment or other judgment to revive the limitations period applicable to promissory notes that have already been reduced to judgment.
2. When the promissory notes were reduced to the foreclosure and deficiency judgments, they merged into those judgments and ceased to exist as independent contractual obligations.
3. The mortgage liens were subject to the same limitations period as the underlying promissory notes, and the liens were extinguished when that period expired without a lawful extension.
4. After obtaining the deficiency judgment, RCB Bank's remedies were limited to those available to judgment creditors; the deficiency judgment did not create, re-record, or re-perfect a mortgage lien on the Tulsa County properties.
5. The Court declined to review the tolling issue because the Court of Civil Appeals had decided it and the issue was not presented in the petition or a cross-petition for certiorari.

KEY QUOTATIONS

> *"once our trial courts are vested with jurisdiction in a foreclosure action, they render judgments for the debt once and for all"* (¶ 14)

> *"But it does not follow that because the judgment was kept alive the right of action to foreclose the lien was thereby extended"* (¶ 27)

> *"Once the notes were reduced to judgment, they merged into the judgment and ceased to exist as independent contractual obligations."* (¶ 31)

> *"Once the Bank obtained its deficiency judgment, its remedies were confined to enforcing that judgment through the statutory collection mechanisms available to judgment creditors."* (¶ 42)

FACTUAL BACKGROUND

Kent D. Stitt executed three promissory notes secured by cross-collateralized mortgages on properties in Tulsa and Washington Counties and defaulted in 2014. RCB Bank obtained a 2017 Washington County foreclosure judgment, followed by a 2019 deficiency judgment after the Washington County property sale failed to satisfy the debt. In 2021, more than six years after the notes were accelerated, RCB Bank filed a new Tulsa County foreclosure action seeking to enforce the mortgages on the Tulsa County properties. The Supreme Court held that the notes had merged into the prior judgment and that the Tulsa County mortgage liens had expired when the limitations period on the notes expired.

PROCEDURAL HISTORY

RCB Bank previously foreclosed Washington County property and obtained an in personam deficiency judgment based on three promissory notes. In 2021, the Bank filed a second foreclosure action in Tulsa County concerning cross-collateralized mortgages on Tulsa County properties. The Tulsa County District Court denied Defendants' summary-judgment motion and entered judgment for the Bank. The Court of Civil Appeals affirmed on the ground that the deficiency judgment revived the limitations period under 12 O.S. § 101, and the Supreme Court granted certiorari and rejected that reasoning.

DISPOSITION

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reversed_and_remanded
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REMAND INSTRUCTIONS

The Court of Civil Appeals opinion is vacated, the Tulsa County District Court judgment is reversed, and the case is remanded to the Tulsa County District Court to enter judgment in favor of the Petitioners and against RCB Bank.

CASES CITED

- RCB Bank v. Stitt, 2022 OK CIV APP 3, 517 P.3d 986
- American Investment Co. v. City Savings Bank, 1938 OK 4, 75 P.2d 186
- Carmichael v. Beller, 1996 OK 48, 914 P.2d 1051
- Citizens Against Taxpayer Abuse, Inc. v. City of Oklahoma City, 2003 OK 65, 73 P.3d 871
- Coakley v. Phelan, 1935 OK 918, 66 P.2d 19
- Hub Partners XXVI, Ltd. v. Barnett, 2019 OK 69, 453 P.3d 489
- Cahill v. Kilgore, 1960 OK 88, 350 P.2d 928
- Bartlett Mortgage Co. v. Morrison, 1938 OK 427, 81 P.2d 318

- Bank of Oklahoma, N.A. v. Red Arrow Marina Sales & Service, Inc., 2009 OK 77, 224 P.3d 685
- Fourth National Bank of Tulsa v. Appleby, 1993 OK 153, 864 P.2d 827
- State ex rel. Land Office Commissioners v. Hall, 1942 OK 41, 128 P.2d 838
- Keota Mills & Elevator v. Gamble, 2010 OK 12, 243 P.3d 1156
- Olatmanns v. Glenn, 1920 OK 133, 188 P. 886
- Elder v. Dyer, 26 Kan. 604 (1881)
- Johnson v. State ex rel. Department of Public Safety, 2000 OK 7, 2 P.3d 334
- Randerson v. McKay, 1920 OK 84, 188 P. 323
- Messenger v. Messenger, 1992 OK 27, 827 P.2d 865
- Vaughn v. Osborne, 1924 OK 837, 229 P. 467
- Sharp v. Sharp, 117 P.2d 561 (Kan. 1941)
- Neil Acquisition, L.L.C. v. Wingrod Investment Corp., 1996 OK 125, 932 P.2d 1100
- Mehojah v. Moore, 1987 OK CIV APP 43, 744 P.2d 222
- Methvin v. American Savings & Loan Association, 1944 OK 177, 151 P.2d 370
- Anderson v. Barr, 1936 OK 471, 62 P.2d 1242
- Latson v. McCollom, 1943 OK 35, 134 P.2d 130
- North v. Haning, 1950 OK 280, 204 Okla. 321, 229 P.2d 574
- Hough v. Leonard, 1993 OK 112, 867 P.2d 438
- Beyrer v. The Mule, LLC, 2021 OK 45, 496 P.3d 983
- Mosier v. Oklahoma Property & Casualty Insurance Guaranty Association, 1994 OK 145, 890 P.2d 878
- Nichols v. Mid-Continent Pipe Line Co., 1996 OK 118
- May-Li Barki, M.D., Inc. v. Liberty Bank & Trust Co., 1999 OK 87, 20 P.3d 135
- Truelock v. City of Del City, 1998 OK 64, 967 P.2d 1183
- Nealis v. Baird, 1999 OK 98, 996 P.2d 438
- Pitco Production Co. v. Chaparral Energy, Inc., 2003 OK 5, 63 P.3d 541
- Monroe v. Bank of America Corp., 781 F. App'x 735 (10th Cir. 2019)
- MTGLQ Investors, L.P. v. Witherspoon, 2023 OK 62, 532 P.3d 21
- Fanning v. Brown, 2004 OK 7, 85 P.3d 841
- Morales v. City of Oklahoma City, 2010 OK 9, 230 P.3d 869
- BS&B Safety Systems, L.L.C. v. Edgerton, 2023 OK 89
