

**MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

COMPLETE TITLE OF CASE:

**DAVID AND SHERRI MCCRACKEN,
RESPONDENTS,**

v.

**GREEN TREE SERVICING, LLC,
APPELLANT.**

**DOCKET NUMBER WD68957
MISSOURI COURT OF APPEALS
WESTERN DISTRICT**

DATE: MARCH 3, 2009

**Appeal From:
SALINE COUNTY CIRCUIT COURT
THE HONORABLE JOHN E. FRERKING, JUDGE**

**Appellate Judges:
DIVISION TWO: SMART, P.J., HARDWICK, and WELSH, JJ.**

**Attorneys:
DAVID G. WASINGER, ST. LOUIS, MO. for appellant.
MICHAEL K. DAMING, ST. LOUIS, MO. for appellant.**

JAMES P. BARTON, JR., MARSHALL, MO, for respondents.

**MISSOURI APPELLATE COURT OPINION SUMMARY
COURT OF APPEALS -- WESTERN DISTRICT**

**DAVID AND SHERRI MCCRACKEN,
RESPONDENTS,**

v.

**GREEN TREE SERVICING, LLC,
APPELLANT.**

WD68957

Saline County

Before Division Two Judges: SMART, P.J., HARDWICK, and WELSH, JJ.

Green Tree Servicing, L.L.C. (Green Tree) appeals from the circuit court's denial of a motion to compel arbitration on claims, brought by David and Sherri McCracken, arising from a mortgage loan agreement. Green Tree contends the court erred in determining that it, as an assignee of the original lender, was not entitled to invoke the arbitration provision in the loan agreement.

REVERSED AND REMANDED.

Division Two holds: The loan agreement states that its terms are applicable to the lender and its successors and assigns. In their pleadings, the McCrackens admitted that Green Tree is entitled to payments under the loan agreement and thereby acknowledged that Green Tree is an assignee of the original lender. As an assignee, Green Tree is entitled to invoke the arbitration provision in the loan agreement. The circuit court erred in denying the motion to compel arbitration.

Opinion by: Lisa White Hardwick, Judge

March 3, 2009

THIS SUMMARY IS UNOFFICIAL AND SHOULD NOT BE QUOTED OR CITED.