



NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

1. Date, Time, and Place of Sale.

Date: May 01, 2018

Time: The sale will begin at 1:00PM or not later than three hours after that time.

Place: THE FOYER AT THE SOUTH ENTRANCE OF THE WALLER COUNTY COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS OR AS designated by the county commissioners.

2. Terms of Sale. Cash.

3. Instrument to be Foreclosed. The instrument to be foreclosed is the Deed of Trust or Contract Lien dated July 12, 2001 and recorded in Document VOLUME 0694, PAGE 928 real property records of WALLER County, Texas, with JEBUENE SAMS, grantor(s) and TRAVELERS BANK & TRUST, FSB, mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by JEBUENE SAMS, securing the payment of the promissory note and all modifications, renewals and extensions of the promissory note. WILMINGTON SAVINGS FUND SOCIETY, FSB, D/B/A CHRISTIANA TRUST, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLELY AS TRUSTEE FOR BROUGHAM FUND I TRUST is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. Property to be Sold. The property to be sold is described in the attached Exhibit A.

6. Mortgage Servicer Information. The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. BSI FINANCIAL SERVICES, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o BSI FINANCIAL SERVICES
7500 OLD GEORGETOWN ROAD SUITE 1300
BETHESDA, MD 20814

Megan J. Fausch

DEBBY JURASEK, MEGAN L. RANDLE, REBECCA BOLTON, OR AMY JURASEK
Substitute Trustee

c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001

RECORDER'S MEMORANDUM:
All or parts of the text contained
in this document was not clearly
legible for satisfactory recordation.

1725 6TH STREET
HEMPSTEAD, TX 77445

0000004521498
Date of Sale: 05/01/2018

Certificate of Posting

My name is Megan L. Kandle and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas. I declare under penalty of perjury that on 04/10/18 I filed at the office of the WALLER County Clerk and caused to be posted at the WALLER County courthouse this notice of sale.

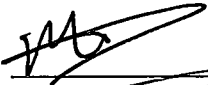

Declarant's Name: Megan L. Kandle
Date: 04/10/18

EXHIBIT 'A'

THE SOUTH ONE-HALF (S/2) OF LOT SEVEN (7), ALL OF LOT EIGHT (8), AND THE NORTH ONE-HALF (N/2) OF LOT NINE (9) IN BLOCK FOUR HUNDRED TWENTY-THREE (423) OF THE TOWN OF HEMPSTEAD, WALLER COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 106 AT PAGE 311 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS.

HEREOF RECORDED IN VOLUME 106 AT PAGE 311 OF
THE DEED RECORDS OF WALLER COUNTY, TEXAS.

Decedent Jeulene Sams executed a Disclosure Statement, Note, and Security Agreement ("Note") and a Deed of Trust Secured by Homestead ("Deed of Trust"), the underlying agreement that is the subject of this suit, on the property on or about July 12, 2001. Jeulene Sams died on or about January 20, 2013. No Letters of Administration have been issued appointing an administrator for Decedent's estate in the county where the Property is located and the statute of limitations to initiate probate has passed. Payments have not been made on the loan held by Plaintiff in accordance with the loan agreement and the loan is currently due for the March 2013 payment. Plaintiff has been advancing funds for the payment of taxes and insurance on this property and has not been reimbursed for these expenditures.

At the time of her death, the Decedent was vested with title to and possession of the Property. But for the death of Decedent, Plaintiff would have exercised its right of non-judicial foreclosure in accordance with the Note, Security Instrument, and Tex. Prop. Code §51.002. Though the Defendants have had the use, benefit, and enjoyment of the Property, they have failed, refused, or are unable to pay the Note.

On or about August 22, 2016, Movant filed its Original Petition to establish its claim and obtain a foreclosure order and served it on the Defendants.

The Clerk of this Court issued citations for Defendant Kurt Shepard who filed an Original Answer on May 2, 2017.

Pursuant to Tex. R. Civ. Proc. §111 and Tex. Civ. Prac. & Rem. Code §17.004, Plaintiff requested that citation for service by publication be issued upon Defendants Latesha Wyatt and the Unknown Heirs at Law of Jeulene Sams. Therefore, the Clerk of this Court issued citation for the Defendants by publication in accordance with the Texas Rules of Civil Procedure.

Pursuant to Tex. R. Civ. Proc. §244, this Court appointed Richard Senasat as Attorney ad Litem, to represent the parties served by publication.

The Court finds Defendant Kurt Shepard was served with citation and the return of service for Defendant has been on file with this Court for at least ten days before this Judgment was rendered. Defendant is not a member of the United States military. The Court finds that Defendants Latesha Wyatt and the Unknown Heirs at Law of Jeune Sams were properly served by publication and the return of service has been on file with this Court for the requisite time.

The Court has read the pleadings and evidence on file and is of the opinion that Judgment should be granted. Therefore, the Court GRANTS Plaintiff's Motion for Summary Judgment.

IT IS THEREFORE ORDERED that:

All of Decedent's heirs-at-law have been made Defendants to this suit, or have disclaimed their interest in the property, and are vested with all of Decedent's right, title and interest in the Property.

The statutory probate lien in favor of Plaintiff shall be enforced by a non-judicial foreclosure sale held in accordance with the terms and conditions of the loan agreement and applicable law.

This Final Judgment serves as an Order of Foreclosure of a Home Equity Loan in accordance with TEX. CONST. ART. XVI §50(a)(6).

Plaintiff may communicate with the Defendants and all third parties reasonably necessary to conduct the foreclosure sale.

If Defendants are represented by counsel, the notice of foreclosure sale shall also be mailed to counsel by certified mail.

One of the effects of the non-judicial foreclosure shall be that Defendants are divested and the purchaser of the Property at the non-judicial foreclosure sale is vested with all right, title and interest to the Property.

No personal liability or deficiency for the Loan Agreement debt shall be asserted against the Defendants or the putative estate of Decedent.

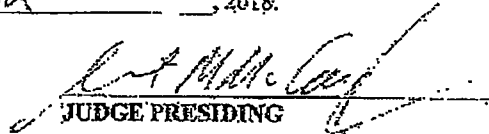
After the non-judicial foreclosure is held, if the property remains occupied after this judgment becomes final and the Plaintiff is the purchaser of the Property at the non-judicial foreclosure sale, a writ of possession shall issue against any occupant of the Property in accordance with Tex. R. Civ. Proc. §310.

As part of the costs of court, and payable by Plaintiff, the Attorney Ad Litem is hereby granted the sum of \$2,830⁰⁰. All other costs of court are taxed against the party incurring same.

All relief not expressly granted is denied.

This judgment finally disposes of all parties and all claims and is appealable.

Signed this 6th day of March, 2018.


JUDGE PRESIDING

FILED AND RECORDED

Instrument Number: 18-029

Filing and Recording Date: 04/10/2018 03:22:55 PM Pages: 8 Recording Fee: \$5.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



Debbie Hollan

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Donna Sheridan, Deputy

Returned To: