



## NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE 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. Property to Be Sold. The property to be sold is described as follows:

All that certain tract or parcel of land, lying and being situated in Waller County, Texas, part of the R. H. Locke Survey, A-279, being a resurvey of the same land described as 100.062 acres in a deed from Wilson Supply Company to Charles L. Howes, et ux, dated June 20, 1984, recorded in Volume 367, Page 605, Deed Records of Waller County, Texas (367/605, D.R.W.C., TX.), and being more fully described by metes and bounds as follows, to-wit:

BEGINNING at a ½" iron rod found at a fence corner for the southeast corner hereof and of said original 100.062 acre tract (367/605, D.R.W.C., TX.), in an east line of the R. H. Locke Survey, A-279, common with the west line of H.T.&B Railroad Company Survey, A-409, being in the west line of Lot 22, of Mound Creek Subdivision, Section Two, an unrecorded subdivision, a description of said Lot 22 being of record in Volume 410, Page 518, Deed Records of Waller County, Texas, and in Volume 506, Page 67, Official Records of Waller County, Texas (506/67, O.R.W.C., TX.), also being the northeast corner of a residue of a called 114-3/4 acre Nancy Bremer Mellman, et al tract (128/470, D.R.W.C., TX.), said tract also known as the residue of a called 38.895 acre tract (469/456, D.R.W.C., TX.);

THENCE, along the south line hereof, common with the north line of said Mellman, et al tract, S 89° 51' 23" W, at 1415.94 feet pass by a ½" iron rod found 0.84 feet south of this line, at 2564.47 feet pass by a ½" iron rod found 0.97 feet north of this line, at a total distance of 2930.83 feet, to a ½" iron rod found at a fence corner on the east margin of Mathis Road, a 70' right-of-way described in an instrument to Waller County, Texas (128/299, D.R.W.C., TX.), being the southwest corner hereof and of said original tract, common with the northwest corner of said Mellman, et al tract;

THENCE, along the east margin of Mathis Road, common with the west line hereof and of said original tract, N 00° 51' 58" W, 1608.98 feet, to a ½" iron rod found at a fence corner on said road margin for the northwest corner hereof and said original tract, common with the occupied southwest corner of a Dr. Lynn L. Bourdon tract called 55 acres (116/187, D.R.W.C., TX.), being the northeast corner of said Waller County right-of-way tract (128,299, D.R.W.C., TX.), common with the southeast corner of another Waller County, Texas right-of-way tract (128/305, D.R.W.C., TX.),

THENCE, along the north line hereof and of said original tract, common with the occupied south line of said Bourdon tract, N 88° 29' 22" E, 2384.45 feet, to a 3/8" iron rod found at a fence corner on the common line of said R. H. Locke and H.T.&B. Railroad Company Surveys for the northeast corner hereof and of said original tract, common with the occupied southeast corner of said Bourdon tract, being in the west line of Lot 16 of said Mound Creek Subdivision, Section Two, a description of

said Lot 16 being of record in Volume 410, Page 523, Deed Records of Waller County, Texas, and in Volume 591, Page 309, Official Records of Waller County, Texas, a 3/8" iron rod found near the common corner of Lots 16 and 17, Mound Creek Subdivision, Section Two, bears S 21° 19' E, 9.86 feet;

THENCE, along said survey line and the east line hereof and of said original tract, common with the west lines of Lots 16 through 22 of Mound Creek Subdivision, Section Two, (a description of Lots 17 through 21 being of record as follows: Lot 17 (534/169, O.R.W.C., TX.); Lot 18 (603/899, O.R.W.C., TX.); Lots 19 & 20 (395/849, D.R.W.C., TX.); and Lot 21, recorded in Volume 506, Page 67, O.R.W.C., TX.), S 18° 57' 08" E, at 307.21 feet pass by a 3/8" iron rod found 0.24 feet to the left of this line, at 603.70 feet pass a fence corner at the common corner to Lots 18 and 19, at 899.72 feet pass by a 3/8" iron rod found 0.59 feet to the left of this line, at 1196.68 feet pass by a 3/8" iron rod found 0.33 feet to the left of this line, at 1493.56 feet pass by a 3/8" iron rod found 0.38 feet to the left of this line, at a total distance of 1759.70 feet, to the PLACE OF BEGINNING, containing 100.072 ACRES of land. Surveyed by Donald W. Lampe, Registered Professional Land Surveyor No. 1732 of the State of Texas, during the month of July, 2000.

Commonly known as: 15016 Mathis Road, Waller, TX 77484

2. Instrument to be Foreclosed. The instrument to be foreclosed is the deed of trust to Old Kent Mortgage Company, recorded on 06/14/2001 as Instrument No. 013544 in the real property records of Waller County, Texas. The holder or servicer of the instrument is: Fifth Third Mortgage, Successor by merger to Old Kent Mortgage.

3. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: 11/06/2018

Time: The sale will begin no earlier than 1:00 PM or no later than three hours thereafter. The sale will be completed by no later than 4:00 P.M.

Place: In the foyer at the south entrance to the Waller County Courthouse, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court, or any other area designated by the County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place, or if no place is designated by the Commissioners Court, the sale will be conducted at the place where the Notice of Trustee's Sale was posted.

The deed of trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiled may be after the date originally scheduled for this sale.

4. **Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The sale will be made expressly subject to any title matters set forth in the deed of trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the deed of trust. The sale shall not cover any part of the property that has been released of public record from the lien of the deed of trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the mortgagor, the mortgagee, or the mortgagee's attorney.

Pursuant to the deed of trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

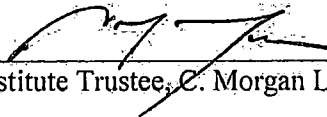
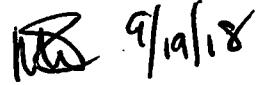
Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

5. **Type of Sale.** The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Dorothea Cangelosi, a single person.

6. **Obligations Secured.** The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of \$412,500.00, executed by Dorothea Cangelosi, and payable to the order of Old Kent Mortgage Company; (b) all renewals and extensions of the note; (c) any and all present and future indebtednesses of Dorothea Cangelosi, a single person to Old Kent Mortgage Company. Fifth Third Mortgage, Successor by merger to Old Kent Mortgage is the current holder of the Obligations and is the beneficiary under the deed of trust.

7. **Default and Request to Act.** Default has occurred under the deed of trust, and the beneficiary has requested Names: Texas Foreclosure Management Corporation d/b/a Foreclosure Network of Texas Megan L. Randle, Ebbie Murphy, 10406 Rockley Rd., Houston, TX 77099, Brian Sayer, C. Morgan Lasley, Shannon E. Coleman, and Julie Mayer, 925 E. 4th St., Waterloo, IA 50703 as Substitute Trustees, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person as Substitute Trustee to conduct the sale.

8. Acceleration. Default has occurred in the payment of the Indebtedness secured by the deed of trust. Therefore, the beneficiary accelerates the maturity of the Indebtedness and declares the entire Indebtedness immediately due and payable.

 13 SEP 2018   
Substitute Trustee, C. Morgan Lasley

Sent to obligors via certified mail by The Sayer Law Group, P.C., 925 E. 4th St., Waterloo, IA 50703, 319-234-2530.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

The Sayer Law Group, P.C. is, or may be considered, a debt collector attempting to collect a debt, and any information will be used for that purpose. However, if you have had your debt discharged in bankruptcy and you did not reaffirm your loan in your bankruptcy case, Fifth Third Mortgage, Successor by merger to Old Kent Mortgage will only exercise its right as against the property and is not attempting to assess or collect the debt from you personally. You are further advised that unless you notify The Sayer Law Group, P.C. in writing within 30 days of your receipt of this notice that you dispute the validity of the amount owed to Fifth Third Mortgage, Successor by merger to Old Kent Mortgage or any portion thereof, the debt will be assumed to be valid. As of this writing, Fifth Third Mortgage, Successor by merger to Old Kent Mortgage asserts that you owe \$276,073.96, plus applicable interest, fees, costs, and attorney's fees.

Please note these Fair Debt Collection Practices Act provisions:

(a) If the consumer notifies the debt collector in writing within the 30-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector;

(b) If the consumer requests, upon the consumer's written request, within the 30-day period, the name and address of the original creditor, the debt collector will provide the consumer with the name and address of the original creditor if different from the current creditor; and,

(c) The debt collector shall cease collection of the debt or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor if different from the current creditor.

This notice and all further steps undertaken by The Sayer Law Group, P.C., of 925 E. 4th St., Waterloo, IA 50703, will be in compliance with applicable state and federal laws.

**For Texas Loans: 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.**

## FILED AND RECORDED

**Instrument Number: 18-070**

Filing and Recording Date: 09/19/2018 12:12:54 PM Pages: 6 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*

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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: