

278 GREEN BRIAR DR
MAGNOLIA, TX 77355

0000006170815

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:** April 03, 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 21, 2005 and recorded in Document VOLUME 0911, PAGE 251 real property records of WALLER County, Texas, with PAULINE C ROBERTS AND HAROLD J ROBERTS, grantor(s) and WELLS FARGO BANK, N.A., mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by PAULINE C ROBERTS AND HAROLD J ROBERTS, securing the payment of the indebtednesses in the original principal amount of \$247,500.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. NATIONSTAR MORTGAGE LLC DBA CHAMPION MORTGAGE COMPANY 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. CHAMPION MORTGAGE COMPANY, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o CHAMPION MORTGAGE COMPANY
8950 CYPRESS WATERS BLVD.
COPPELL, TX 75019


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



Certificate of Posting

My name is Megan C. Rundle and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas. I declare under penalty of perjury that on 03/12/18 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 C. Rundle
Date: 03/12/18



LOT TWENTY-ONE (21) OF BLOCK TEN (10) OF OAK HOLLOW SUBDIVISION, SECTION ONE (1), A SUBDIVISION IN WALLER COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 367, PAGE 906 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS

WELLS FARGO BANK, N.A.
Plaintiff

IN THE DISTRICT COURT

v.

PAULINE C. ROBERTS, BECKY
ANN ROBERTS, JERRI EUGENIA
HANNAH, TERI O'MALLEY, AND
THE UNKNOWN HEIRS AT LAW
OF HAROLD J. ROBERTS,
DECEASED.
Defendants

OF WALLER COUNTY, TEXAS

FILED
DISTRICT CLERK
WALLER COUNTY, TEXAS
AUG 31 PM 2:06
2016

GEORGE

In RE: 278 GREEN BRIAR DR.
MAGNOLIA, TEXAS 77355

506TH JUDICIAL DISTRICT

DEFAULT AND SUMMARY JUDGMENT

After considering plaintiff Wells Fargo Bank, N.A.'s, its successors or assigns, motion for default and summary judgment, pleadings, and evidence on file the Court GRANTS the motion and finds:

1. Citation properly served on defendants according to law and returned on file with the Clerk of this Court for the time prescribed by law.
2. Defendant Pauline C. Roberts was served with process and defendant has not filed an answer or any pleading constituting an answer and has not entered an appearance in this lawsuit. The last known address for defendant, Pauline C. Roberts is as follows: 2090 Auburn Dr, Katy, Texas 77493.
3. Defendant, Becky Ann Roberts was served with process and defendant has not filed an answer or any pleading constituting an answer and has not entered an appearance in this lawsuit. The last known address for defendant, Becky Ann Roberts is as follows: 2090 Auburn Dr, Katy, Texas 77493.

4. Defendant, Jenn Eugenia Hannah was served with process and defendant has not filed an answer or any pleading constituting an answer and has not entered an appearance in this lawsuit. The last known address for defendant, Jenn Eugenia Hannah is as follows: 13730 Ranch Road 620, Apt. 912, Anson, Texas 78717.

5. Defendant, Teri O'Malley was served with process and defendant has not filed an answer or any pleading constituting an answer and has not entered an appearance in this lawsuit. The last known address for defendant, Teri O'Malley is as follows: 2090 Auburn Dr., Katy, Texas 77493.

6. None of the defendants who were personally served are in active military service.

7. Delma S. Mengel was appointed as attorney ad litem according to Tex. R. Civ. P. 243 for defendant, the unknown heirs-at-law of Harold J. Roberts, Deceased, served citation by publication.

8. The Loan Agreement between Harold J. Roberts, Pauline C. Roberts, and the plaintiff is in default and that plaintiff is the beneficiary of that agreement on the property made the basis of this lawsuit.

9. Plaintiff is entitled to the relief sought in plaintiff's original petition. Therefore it is **ORDERED** that:

Plaintiff is the current "mortgagee", as that term is defined in Tex. Prop. Code § 51.0001(6), of a valid Texas reverse mortgage "loan agreement", as that term is defined in Tex. Bus. & Comm. Code § 26f.02, (the "Loan Agreement") that was created in accordance with TEX. CONST. art. XVI § 50a(7), and secured by the real property and improvements (the "Property") commonly known as 778 Green Bluff Dr., Magnolia, Texas 77355, and more particularly described as:

LOT TWENTY-ONE (21) OF BLOCK TEN (10) OF OAK HOLLOW SUBDIVISION, SECTION ONE (1), A SUBDIVISION IN WALKER COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 367, PAGE 906 OF THE DEED RECORDS OF WALKER COUNTY, TEXAS.

Default and Summary Judgment
BDFTE # 0243804

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IT IS FURTHER ORDERED that all of Harold J. Roberts's ("Decedent") heirs-at-law have been made defendants to this suit and were immediately vested with all of Decedent's right, title and interest in the Property.

IT IS FURTHER ORDERED plaintiff has a valid lien on the Property by way of a security instrument dated July 21, 2005 and filed under Volume 0911, Page 251 of the Official Public Records of Waller County, Texas.

IT IS FURTHER ORDERED that under TEX. CONST. art. XVI, § 50(a)(6)(D), the failure of the obligation specified in the loan documents to pay taxes and assessments on, or insure the homestead property qualified as a default event which required the payment of all principal and interest owed under the Loan Agreement. The necessary conditions precedent for plaintiff to exercise its rights under the security instrument by proceeding with a non-judicial foreclosure against the Property have been accomplished. Plaintiff will enforce its security interest by conducting a non-judicial foreclosure of its lien created under TEX. CONST. art. XVI, §§ 50(a)(7) and 50(a) according to TEX. CONST. art. XVI, § 50(a)(11), TEX. PROB. CODE § 51.002, and the terms of the Loan Agreement. The Trustee, or Substitute Trustee, appointed to conduct the sale under TEX. PROB. CODE § 51.002 is Debby Jurasek, Megan L. Rendle, Rebecca Bolhin, or Amy Jurasek, or their successor.

IT IS FURTHER ORDERED that the Loan Agreement between Mortgagee and Mortgagor is valid and under the terms of the Loan Agreement and Texas Law is in default.

IT IS FURTHER ORDERED that plaintiff, or its successors or assigns in interest, according to TEX. CONST. art. XVI, § 50(a)(11) shall enforce the Loan Agreement default by foreclosing the security interest encumbering the Property pursuant to the Loan Agreement or TEX. PROB. CODE § 51.002.

IT IS FURTHER ORDERED that this judgment serves as an Order authorizing plaintiff or its successors or assigns in interest to foreclose its lien created under TEX. CONST. art. XVI, § 50(a)(7) and 50(b) in compliance with the Loan Agreement, TEX. CONST. art. XVI § 50(b)(11) and TEX. PROP. CODE § 51.002.

IT IS FURTHER ORDERED that a copy of this judgment shall be sent to defendant(s) with the notice of the date, time and place of the foreclosure sale.

IT IS FURTHER ORDERED that plaintiff may communicate with the defendants and all third parties reasonably necessary to conduct the foreclosure sale.

IT IS FURTHER ORDERED that if defendants are represented by counsel, the notice of foreclosure sale also be mailed to counsel by certified mail.

IT IS FURTHER ORDERED that 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.

IT IS FURTHER ORDERED that no personal liability or deficiency for the Loan Agreement debt shall be asserted against the defendants or the putative estate of Decedent.

IT IS FURTHER ORDERED that 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. P. 310.

IT IS FURTHER ORDERED that as part of the costs of court, and payable by plaintiff, Debra S. Nergel, the Attorney Ad Litem is granted the sum of \$ 700⁰⁰ and discharged as Ad Litem in this cause.

IT IS FURTHER ORDERED that 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.

All relief not expressly granted is DENIED.

SIGNED this 31st day of August, 2017.


PRESIDING JUDGE

APPROVED AS TO FORM & SUBSTANCE:



Joseph M. Vack
State Bar No. 24059948
4004 Belt Line Road, Suite 100
Addicks, Texas 75001-4320
(972) 340-7809
(972) 341-0734 (Facsimile)
josephv@adfgroup.com

ATTORNEY FOR PLAINTIFF

FILED AND RECORDED

Instrument Number: 18-019

Filing and Recording Date: 03/12/2018 11:37:42 AM Pages: 9 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: