

2019-15

FILED FOR RECORD  
AT 11:25 O'CLOCK 2 M.

JAN 22 2019

NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE

SHERRY DOWD, County Clerk  
NAVARRO COUNTY, TEXAS  
DEPUTY

**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 lot, tract or parcel of land being Lot Five (5), Block 1028-F, WOODLAND HILLS ADDITION NO. 8, an addition to the City of Corsicana, Navarro County, Texas, according to the Plat thereof recorded in Volume 4, page 14, Plat Records of Navarro County, Texas.

Commonly known as: 2305 Love St., Corsicana, TX 75110

2. Instrument to be Foreclosed. The instrument to be foreclosed is the deed of trust to Mortgage Electronic Registration Systems, Inc. as nominee for Freedom Mortgage Corporation, recorded on 07/23/2015 as Document No. 00005061 in the real property records of Navarro County, Texas. Assignment of Deed of Trust to Freedom Mortgage Corporation recorded on 12/19/2016 as Document No. 00008942 of the real property records of Navarro County, Texas. The holder or servicer of the instrument is: Freedom Mortgage Corporation.

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

Date: 03/05/2019

Time: The sale will begin no earlier than 11:00 AM or no later than three hours thereafter. The sale will be completed by no later than 2:00 P.M.

Place: Navarro Center, 800 N. Main East Entrance 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.

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**



4682249

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 Gary A. Walter and Lou Monk Walter, husband and wife.


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 \$97,358.00, executed by Gary A. Walter and Lou Monk Walter, and payable to the order of Freedom Mortgage Corporation; (b) all renewals and extensions of the note; (c) any and all present and future indebtednesses of Gary A. Walter and Lou Monk Walter, husband and wife to Freedom Mortgage Corporation. Freedom Mortgage Corporation 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 Robert LaMont, Sheryl LaMont, Harriett Fletcher, David Sims, Allan Johnston, Sharon St. Pierre,

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

Ronnie Hubbard, 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.

 14 JAN 2019  
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.

**SEE ATTACHED FOR ADDITIONAL IMPORTANT DISCLOSURES**

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

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, Freedom Mortgage Corporation 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. within 30 days of your receipt of this notice that you dispute the validity of the amount owed to Freedom Mortgage Corporation or any portion thereof, the debt will be assumed to be valid. The sum owing as of 02/25/2018 is \$109,999.42 which consists of: Unpaid Principal Balance: \$94,987.60, Interest: \$4,928.45, Late Charges: \$115.92, Escrow Balance: \$5,505.95, Other Fees: \$4,487.50. TOTAL REQUIRED TO PAYOFF: \$109,999.42. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, and adjustment may be necessary after we receive your payment.

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.**

**THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

CAUSE NO. C18-27195-CV

<b>FREEDOM MORTGAGE CORPORATION,</b>	§	<b>IN THE DISTRICT COURT</b>
<b>Plaintiff</b>	§	
	§	
<b>v.</b>	§	
	§	
<b>GARY A. WALTER, AND ANY POTENTIAL UNKNOWN HEIRS OF LOU MONK WALTER</b>	§	<b>OF NAVARRO COUNTY, TEXAS</b>
<b>Defendants</b>	§	
	§	
<b>IN RE: 2305 LOVE ST., CORSICANA, TX 75110</b>	§	<b>13TH JUDICIAL DISTRICT</b>
	§	

**FINAL SUMMARY JUDGMENT**

On this day, the Court considered Plaintiff, Freedom Mortgage Corporation's, Motion for Final Summary Judgment. The Court determined it had jurisdiction over the subject matter and the parties to this proceeding.

The Court finds: Defendant Gary A. Walter was duly and personally served and filed written answer, pro-se; and, the damages in Plaintiff's petition are liquidated and proven by a written instrument.

The Court finds that all of Lou Monk Walter's heirs-at-law that have an interest in the property have been made party hereto.

The Court further finds that Plaintiff was reserved a vendor's lien and has a valid and subsisting lien on the property. Therefore, the Court Grants Plaintiff's Motion for Judgment After Publication.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:**

1. All of Lou Monk Walter's ("Decedent") heirs-at-law have been made Defendants to this suit and are vested with all of Decedent's right, title and interest in the real property and

improvements ("Property") commonly known as 2305 LOVE ST., CORSICANA, TX 75110 ("Property"), and more particularly described as follows:

**ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND BEING LOT FIVE (5), BLOCK 1028-F, WOODLAND HILLS ADDITION NO. 8, AN ADDITION TO THE CITY OF CORSICANA, NAVARRO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4, PAGE 14, PLAT RECORDS OF NAVARRO COUNTY, TEXAS.**

IT IS THEREFORE ORDERED that the Plaintiff may proceed with a non-judicial foreclosure sale under the terms of the security instrument, Tex. Prop. Code § § 51.002 and applicable law with respect to the secured Property made the subject of this proceeding.

IT IS FURTHER ORDERED that one of the effects of the non-judicial foreclosure shall be that Defendant is 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 a copy of this Order shall be sent to Defendant with the notice of the date, time and place of the foreclosure sale; and

Plaintiff may communicate with the Defendant and all third parties reasonably necessary to conduct the foreclosure sale; and

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; and

All relief not expressly granted is denied.

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

Signed this 16 day of October, 2018.

  
\_\_\_\_\_  
JUDGE PRESIDING