

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: October 02, 2018

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place: THE AREA OUTSIDE ON THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG 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 January 20, 2006 and recorded in Document CLERK'S FILE NO. 200600053179 real property records of DALLAS County, Texas, with CHARLOTTE BARYSHEV AND VICTOR M BARYSHEV AND JEFFREY TWITTY AND SELENA TWITTY, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS NOMINEE, mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by CHARLOTTE BARYSHEV AND VICTOR M BARYSHEV AND JEFFREY TWITTY AND SELENA TWITTY, securing the payment of the indebtednesses in the original principal amount of \$96,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. DITECH FINANCIAL LLC 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. DITECH FINANCIAL LLC, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o DITECH FINANCIAL LLC
345 SAINT PETER STREET
ST. PAUL, MN 55102

MICHAEL HARRISON, ROBERT FORSTER, JEFFREY FLEMING, LAUREN CHRISTOFFEL, JOHN BEAZLEY, KENNY SHIREY, RICK MONTGOMERY, CRAIG MUIRHEAD, AARON PARKER, CLAY GOLDEN, BRENT GRAVES, WENDY LAMBERT, TERRY WATERS, SHAWN SCHILLER, MATTHEW HANSEN, LOGAN THOMAS, GUY WIGGS, RUSSELL STOCKMAN, DAVID STOCKMAN, TIM LEWIS

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 _____, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001. I declare under penalty of perjury that on _____ I filed at the office of the DALLAS County Clerk and caused to be posted at the DALLAS County courthouse this notice of sale.

Declarants Name: _____
Date: _____

BY _____
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

2018 SEP 10 PM 3:18

FILED



NOS0000007604739

0000007604739

DALLAS

EXHIBIT "A"

BENG LOT 11 IN BLOCK 10, OF FLOWER HILL NO. 6, AN ADDITION TO THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 85101, PAGE 2480, DEED RECORDS, DALLAS COUNTY, TEXAS.



NOS0000007604739

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: October 02, 2018

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

Place: THE AREA OUTSIDE ON THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG 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 December 06, 2002 and recorded in Document 201800230780 real property records of DALLAS County, Texas, with MARY L POOLE AND DONALD R. POOLE, grantor(s) and WASHINGTON MUTUAL BANK, FA, mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by MARY L POOLE AND DONALD R. POOLE, securing the payment of the indebtednesses in the original principal amount of \$104,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. JPMORGAN CHASE BANK, N.A. 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. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
3415 VISION DRIVE
COLUMBUS, OH 43219

SHELLEY ORTOLANI, MARY MANCUSO, ROBERT ORTOLANI, MICHELE HREHA, FRANCESCA ORTOLANI, GUY WIGGS, DAVID STOCKMAN, BRENDA WIGGS, DENISE BOERNER, DONNA STOCKMAN, TIM LEWIS, KATHY ARRINGTON OR MICHELLE SCHWARTZ

Substitute Trustee

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

Active Duty Notifications: Special Loans Unit /CHASE Home Lending Attn: SCRA/2210 Enterprise Drive /Florence, SC 29501 /Fax: 843 413 5433/scra.military.orders@chase.com

BY _____

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

2018 SEP 10 PM 3:16

FILED



3605 MALINDA LN
ROWLETT, TX 75088

0000005771639
Date of Sale: 10/02/2018

Certificate of Posting

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

Declarants Name: _____
Date: _____



LOT 11 IN BLOCK 8 OF TOLER RIDGE NO. 2, ACCORDING TO THE MAP RECORDED IN VOLUME 81036, PAGE 1898
OF THE DEED RECORDS OF DALLAS, COUNTY, TEXAS.

CAUSE NUMBER DC-17-11878

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,
Plaintiff,

v.

MARY POOLE, JACQUELINE SCHLICHT,
SUSAN WARDEN, LINDA GOODMAN, JOHN
POOLE AND THE UNKNOWN HEIRS AT
LAW OF DONALD POOLE, DECEASED

Defendant.

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IN THE DISTRICT COURT

DALLAS COUNTY, TEXAS

44th JUDICIAL DISTRICT

FINAL DEFAULT JUDGMENT

After considering plaintiff, JPMORGAN CHASE BANK, NATIONAL ASSOCIATION's, its successors or assigns, motion for default judgment, pleadings, and evidence on file the Court GRANTS the motion and finds:

Citation was properly served on defendants according to law and remained on file with the Clerk of this Court for the time prescribed by law.

Defendant, Mary Poole was served with process and defendant has not filed an answer or any pleadings constituting answers and has not entered an appearance in this lawsuit.

Defendant, Jacqueline Schlicht was served with process and defendant has not filed an answer or any pleadings constituting answers and has not entered an appearance in this lawsuit.

Defendant, Susan Warden was served with process and defendant has not filed an answer or any pleadings constituting answers and has not entered an appearance in this lawsuit.

Defendant, Linda Goodman was served with process and defendant has not filed an answer or any pleadings constituting answers and has not entered an appearance in this lawsuit.

Defendant, John Poole was served with process and defendant has not filed an answer or any pleadings constituting answers and has not entered an appearance in this lawsuit.

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

The Loan Agreement between Mary Poole and Donald Poole and the plaintiff is in default and that plaintiff is in the beneficiary of that agreement on the property made the basis of

lawsuit.

That Attorney Ad Litem Anne Rowe, after conducting due diligence, found no heirs of Donald Poole that were not already made defendants in this suit. Furthermore, by way of separate Agreed Order to Discharge Ad Litem filed and signed herein, Attorney Ad Litem Anne Rowe, as part of costs of court, and payable by plaintiff, was granted fees and was discharged as Ad Litem in this cause:

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

IT IS ORDERED that:

All of Donald Poole's ("Decedent") heirs-at-law were immediately vested with all of Decedent's right, title and interest in the real property and improvements commonly known as 3605 Malinda Ln., Rowlett, TX 75008 ("Property") and legally described as:

**LOT 11 IN BLOCK 8 OF TOLLER RIDGE NO. 2, ACCORDING TO THE MAP
RECORDED IN VOLUME 81036, PAGE 1898 OF THE DEED RECORDS OF DALLAS,
COUNTY, TEXAS.**

IT IS FURTHER ORDERED AND DECLARED that plaintiff has a valid lien on the Property by way of a Texas Home Equity Security Instrument dated December 2, 2002, executed by Donald R. Poole and Mary L. Poole, which is herein declared a valid, subsisting first lien on the Property in an amount equal to the pay-off of the Loan Agreement. A copy of the Texas Home Equity Security Instrument dated December 2, 2002, executed by Donald R. Poole and Mary L. Poole shall be filed with this order in the Real Property Records of Dallas County, Texas and treated as if it were the original.

IT IS FURTHER ORDERED AND DECLARED that plaintiff has a valid statutory probate lien on the Property.

IT IS FURTHER ORDERED that this Default Judgment serves as an Order authorizing plaintiff to foreclose its lien created under TEX. CONST. art. XVI, § 50(a)(6) in compliance with the Loan Agreement and TEX. PROP. CODE § 51.002.

IT IS FURTHER ORDERED that a copy of this Default Judgment shall be sent to defendants 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 shall 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 costs of court, and payable by plaintiff, Anne Rowe, the Attorney Ad Litem is granted the sum of \$2,268.00 and is discharged as Ad Litem in this cause.

All relief not expressly granted is denied.

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

SIGNED this 27th day of May 2018.


PRESIDING JUDGE 

SUBMITTED BY:

Default Judgment
BDFTE #: 6921225

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STATE OF TEXAS }
COUNTY OF DALLAS }

I, FELICIA PITRE, Clerk of the District of Dallas County, Texas, do hereby certify that I have compared this instrument to be a true and correct copy of the original as appears on record in my office.

GIVEN UNDER MY HAND AND SEAL of said Court, at office
In Dallas, Texas, this 19 day of August, 2018

FELICIA PITRE, DISTRICT CLERK
DALLAS COUNTY, TEXAS
By Clare W. Head Deputy

EXHIBIT

Recording Requested By And,
When Recorded Return To:
WASHINGTON MUTUAL BANK, FA
CONSUMER LOAN RECORDS CENTER
1170 SILBER RD
HOUSTON, TX 77055
ATTN: MAILSTOP: CLRVLTTX



Loan Number: 0049793979

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

TEXAS HOME EQUITY SECURITY INSTRUMENT

THIS SECURITY INSTRUMENT is made 12/06/2002 among
DONALD R. POOLE AND MARY L. POOLE

whose address is _____
3605 MALINDA LN ROWLETT, TX 75088-6433

("Grantor"); _____
whose address is _____
OPTIMA
2720 N. STEMMONS FRWY
DALLAS, TX 75207

and his, her, or its successors in trust and assigns ("Trustee"); and
Washington Mutual Bank, FA, a federal association, which is organized and existing under the
laws of the United States of America, and whose address is 400 E. Main Street, Stockton, CA
95290 ("Lender") and its successors or assigns.

1. Granting Clause. Grantor, in consideration of the indebtedness recited herein and the trust
herein created, hereby grants, bargains, sells and conveys to Trustee in trust, with power of sale,
the property in DALLAS County, Texas, described below, and all
interest in it Grantor ever gets:
**LOT 11 IN BLOCK 8 OF TOLER RIDGE NO. 2, ACCORDING TO THE MAP RECORDED IN VOLUME
81036, PAGE 1898 OF THE DEED RECORDS**

Loan Number:

0049793979

If this box is checked, the property described above is further described on Exhibit A attached hereto and made a part hereof.

Tax Parcel Number: 44-02305-008-011-00

together with: all improvements now or hereafter erected on the real property; all easements, rights and appurtenances; all insurance and condemnation proceeds (and any awards in lieu of condemnation) related to it; all plumbing, lighting, air conditioning and heating apparatus and equipment; all fencing, blinds, drapes, floor coverings, built-in appliances, and other fixtures, at any time installed on or in or used in connection with such real property; and all renewals, replacements, substitutions and additions to any of the foregoing. All of the property described above will be called the "Property"; provided however, that the Property is limited to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution; and, provided further, the Property does not include "household goods" as defined by 12 C.F.R. § 535.1(g). To the extent required by Section 50(a)(6), Article XVI of the Texas Constitution, Beneficiary disclaims and waives with respect to sums secured by this Security Instrument any rights of set off and any right to use as security for the sums secured by this Security Instrument any security granted regarding any other indebtedness now or hereafter owing to Beneficiary. As used herein "State" shall refer to the state of Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights, privileges, hereditaments and appurtenances thereunto in anywise incident, appertaining or belonging (all of which being included in the term Property) unto Trustee, and Trustee's successors forever; and Grantor hereby binds Grantor, Grantor's heirs, successors, assigns and legal representatives, to warrant and forever defend title to said Property unto Trustee, Trustee's successors and substitutes, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

2. Security. This Security Instrument is given to secure performance of each promise of Grantor contained herein, and the payment of **ONE HUNDRED FOUR THOUSAND AND 00/100 Dollars (\$104,000.00)** (called the "Loan") with interest as provided in the note which evidences the Loan (the "Note"), which Note has a final maturity of 12/11/2032, and any renewals, modifications or extensions thereof. It also secures payment of certain fees and costs of Beneficiary as provided in Section 9 of this Security Instrument, and repayment of money advanced by Beneficiary under Section 6 or otherwise to protect the Property or Beneficiary's interest in the Property. All amounts lawfully due under the Note or this Security Instrument, less any unearned charges, are called the "Debt." This Debt is an extension of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution (sometimes referred to herein as the "Extension of Credit").

If this box is checked, the Note provides for a variable rate of interest. Changes in the interest rate will cause the payment amount to also change.

3. Representations of Grantor: Grantor represents that:

(a) Grantor is the owner of the Property or contract purchaser, which is unencumbered except by easement, reservations, and restrictions of record not inconsistent with the intended use of the Property, and any existing mortgage, deed of trust or real estate contract given in good faith and for value, the existence of which has been disclosed in writing to Beneficiary; and

(b) The Property is not used for any agricultural or farming purposes.

4. **Sale, Transfer or Further Encumbrance of Property.** The loan is personal to Grantor, and, to the extent permitted by law, the entire Debt shall become immediately due and payable in full upon any sale, or other transfer of the Property or any interest therein by Grantor including, without limitation, further encumbrance of the Property. Grantor agrees to advise Beneficiary immediately in writing of any change in Grantor's name, address or employment.

5. **Promises of Grantor.** Grantor promises:

(a) To keep the Property in good repair; and not to move, alter or demolish any of the improvements on the Property without Beneficiary's prior written consent;

(b) To allow representatives of Beneficiary to inspect the Property at any reasonable hour, and to comply with all laws, ordinances, regulations, covenants, conditions and restrictions affecting the Property;

(c) To pay on time all lawful taxes and assessments on the Property;

(d) To perform on time all terms, covenants and conditions of any prior real estate contract, mortgage or deed of trust covering the Property or any part of it and pay all amounts due and owing thereunder in a timely manner;

(e) To keep the Property and the improvements thereon insured by a company satisfactory to Beneficiary against fire and extended coverage perils, and against such other risks as Beneficiary may reasonably require, in an amount equal to the full insurable value of the improvements, and to deliver evidence of such insurance coverage to Beneficiary. Grantor may provide the required property insurance through existing policies or Grantor may purchase the required insurance through any insurance company authorized to transact business in Texas that is reasonably acceptable to Beneficiary. Beneficiary shall be named as the loss payee on all such policies pursuant to a standard lender's loss payable clause; and the amount collected under any insurance policy may be applied upon the Debt hereby secured in the same manner as payments under the Note or at the Beneficiary's sole option, released to Grantor. In the event of foreclosure or sale of the Property pursuant to the Trustee's power of sale, all rights of the Grantor in insurance policies then in force shall pass to the purchaser at the foreclosure sale; and

(f) To see to it that this Security Instrument remains a valid lien on the Property superior to all liens except those described in Section 3(a), and to keep the Property free of all encumbrances which may impair Beneficiary's security. It is agreed that if anyone asserts the priority of any encumbrance other than those described in Section 3(a) over this Security Instrument in any pleading filed in any action, the assertion alone, to the extent permitted by law, shall be deemed to impair the lien of this Security Instrument for purposes of this Section 5(f).

6. **Curing of Defaults.** If Grantor fails to comply with any of the covenants in Section 5, including all the terms of any prior mortgage, deed of trust or real estate contract, Beneficiary, to the extent permitted by law, may take any lawfully permitted action required to comply with any such covenants without waiving any other right or remedy it may have for Grantor's failure to comply. Repayment to Beneficiary of all lawful amounts spent by Beneficiary on behalf of Grantor shall be added to the Debt and secured by this Security Instrument; and, to the extent permitted by law, such amounts shall bear interest at the rate of interest specified in the Note, subject to legal limits, and be repayable by Grantor on demand. Although Beneficiary may take action under this paragraph, Beneficiary is not obligated to do so. No powers are granted by Grantor to Beneficiary or Trustee that would violate provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other applicable law.

7. Remedies for Default.

(a) **Notice of Default and Right to Cure, and certain waivers.** Beneficiary will give Grantor notice of Grantor's default and 20 days to cure, as required by the Texas Property Code, before Beneficiary may declare the entire Debt due and payable in full or cause Trustee to give notice of a foreclosure sale as applicable. Also, Beneficiary may not foreclose against the Property without first obtaining a court order as required by Article XVI, §50 (a)(6) and related provisions of the Texas Constitution and Rule 735 et seq. of the Texas Rules of Civil Procedure, as same may be amended from time to time. Except for such notice and procedures as applicable and any other notices or procedures, if any, required by applicable law, Grantor, to the extent permitted by applicable law, waives demand, notice of nonpayment, notice of intention to accelerate (except as provided above), notice of acceleration, presentment, protest, notice of dishonor, and notice of protest. To the extent permitted by applicable law, Grantor also agrees that Beneficiary may waive or delay enforcing Beneficiary's rights without losing them.

(b) Prompt performance under this Security Instrument is essential. If Grantor doesn't pay any installment of the Debt or other amount due hereunder on time, or any other event occurs that entitles Beneficiary to declare the unpaid balance of the Debt due and payable in full under the Note, or if Grantor fails to comply with any other term, condition, obligation or covenant contained in the Note or this Security Instrument or any rider thereto, or any other deed of trust, mortgage, trust indenture or security agreement or other instrument having priority over this Security Instrument, or if any representation of Grantor herein was false or misleading, the Debt and any other money whose repayment is secured by this Security Instrument, after Beneficiary first gives notice as provided herein or required by applicable law, shall immediately become due and payable in full, at the option of Beneficiary, and the total amount owed by Grantor shall thereafter bear interest at the rate stated in the Note (at the Default Rate, if any), subject to legal limits.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Beneficiary may, at its option, follow any of the procedures permitted by the Texas Supreme Court pursuant to Article XVI, §50(a)(6) and related provisions of the Texas Constitution, including the procedures set forth in Rule 735 et seq. of the Texas Rules of Civil Procedure, as same may be amended from time to time. The power of sale granted herein shall be exercised pursuant to such rules, and Grantor understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for Grantor in a judicial proceeding.

Upon court approval, Beneficiary may invoke the power of sale under this Security Instrument and other remedies permitted by applicable law, alternatively or cumulatively to the extent permitted by law. Also, without declaring the entire Debt due, Beneficiary, upon court approval, may invoke the power of sale for default in payment of an installment or other amount lawfully due, with the Trustee's sale being made subject to the unmatured portion of the Debt; and such sale, if made, shall not in any manner affect the unmatured part of the Debt, but as to such unmatured Debt, this Security Instrument shall remain in full force and effect. If Beneficiary invokes the power of sale, Beneficiary may advise Trustee of the default and deliver to Trustee any documentation as may be required by law. Upon court approval and after giving any notices and making any postings or filings required by the Texas Property Code, as amended, or other applicable law, Trustee shall sell the Property in accordance with the Texas Property Code, as amended, or other applicable law, either in whole or in separate parcels or other part, and in such order as Trustee may choose, at public auction to the highest bidder for cash in lawful money of the United States, which will be payable at the time of sale all in accordance with applicable law (and the right of sale under this Security Instrument shall not be exhausted by one or more sale, but successive sales may be had until all of the Property has been lawfully sold). Anything in the preceding sentence to the contrary notwithstanding, Beneficiary may apply the Debt towards any bid at any such sale. Trustee may

postpone any such sale by providing such notice as may be required by law. Unless prohibited by law, any person, including the Grantor, Beneficiary or Trustee, may purchase at any such sale. Trustee shall apply the proceeds of the sale as follows: (i) to the lawfully permitted expenses of the sale, including a reasonable trustee's fee and lawyer's fees to the extent permitted by law; (ii) to the obligations secured by this Security Instrument; and (iii) the surplus, if any, shall go to the person(s) legally entitled thereto or, at Trustee's discretion, to the government or other official authorized by applicable law to accept such amounts. To the extent permitted by law, Grantor or any person claiming any part of the Property by, through or under Grantor shall not be entitled to a marshaling of assets or a sale in inverse order of alienation.

(c) Trustee shall deliver to the purchaser at the sale its deed conveying indefeasible title to the Property, without warranty or with covenants of special or general warranty as determined by Trustee. Grantor covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The Trustee's deed shall recite the facts showing that the sale was conducted in compliance with all the requirements of law and of this Security Instrument. To the extent permitted by law, these recitals in the Trustee's deed shall be prima facie evidence of such compliance and conclusive evidence of such compliance in favor of bona fide purchasers and encumbrancers for value. Any sale under the powers granted in this Security Instrument shall be a perpetual bar against Grantor and his heirs, successors, assigns, and legal representatives. If the Property is sold at foreclosure, Grantor or any person holding possession of the Property by, through or under Grantor shall immediately surrender possession of the Property to the purchaser at such sale. If possession is not surrendered, Grantor or such person shall be a tenant at sufferance, liable to the extent allowed by law for reasonable rental for the use of the Property, and may be removed by writ of possession in accordance with applicable law.

(d) To the extent permitted by law, the power of sale conferred by this Security Instrument is not an exclusive remedy. Beneficiary may cause this Security Instrument to be judicially foreclosed or take any other action available to law or in equity, alternatively or cumulatively to the extent permitted by law.

(e) By accepting payment of any sum secured by this Security Instrument after its due date, Beneficiary, to the extent permitted by law, does not waive its right to require prompt payment when due of all other sums so secured or to declare default for failure to so pay.

8. **Condemnation; Eminent Domain.** In the event any portion of the Property is taken or damaged in an eminent domain proceeding (or there is award or payment in lieu of condemnation), the entire amount of the award, or such portion as may be necessary to fully satisfy the Debt and all other obligations secured by this Security Instrument, shall be paid to Beneficiary to be applied thereto in the same manner as payments under the Note.

9. **Fees and Costs.** Grantor shall be responsible for shall pay all of Beneficiary's lawfully permitted costs and collection charges, including, without limitation, reasonable attorneys' fees, reasonable trustee's fees or charges in connection with this Security Instrument or similar instrument in connection with the Loan, fees for enforcing the lien or posting for sale, selling or releasing the Property, court costs, and any other lawfully permitted fees or charges, subject to legal limits. Grantor understands that these expenses are not contemplated to be incurred in connection with maintaining or servicing this Extension of Credit.

10. **Release of Lien.** Within a reasonable time after termination and full payment of the Extension of Credit, Beneficiary, at its option, shall cancel and return the Note to Grantor and give Grantor in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of

Credit. Grantor shall pay only recording costs, subject to legal limits. **TO THE EXTENT PERMITTED BY LAW, GRANTOR'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT SHALL EXTINGUISH ALL OF THE BENEFICIARY'S OBLIGATIONS UNDER SECTION 50, ARTICLE XVI OF THE TEXAS CONSTITUTION.**

11. Trustee; Successor. Beneficiary may, unless prohibited by applicable law, appoint a successor Trustee from time to time in the manner provided by law. Successor Trustees may be named, constituted and appointed without procuring the resignation of the former Trustee and without other formality than the execution and acknowledgment by Beneficiary of a written instrument (which instrument, if Beneficiary is a corporation, shall be executed by the President or any Vice President and without the necessity of any action by the Board of Directors authorizing such appointment) appointing and designating such successor Trustee. The successor Trustee shall be vested with all powers of the original Trustee. Trustee, to the extent permitted by law, is not obligated to notify any party hereto of a pending sale under any other deed of trust or of any action or proceeding in which Grantor, Trustee or Beneficiary shall be a party unless such action or proceeding is brought by the Trustee.

12. Application of Payment. Unless applicable law provides otherwise, all payments received by Beneficiary may be applied: first, to amounts payable under Section 6; second, to Beneficiary's lawfully permitted fees and costs; third, to interest due; and last, to principal due.

13. Subrogation. It is understood and agreed that the proceeds of the Note or amounts advanced and due under this Security Instrument, to the extent that the same are utilized to take up any outstanding liens and charges against the Property, or any portion thereof, have been advanced by Beneficiary at Grantor's request and upon Grantor's representation that such amounts are due and payable. Beneficiary, to the extent not inconsistent with Section 50(a)(6), Article XVI and related provisions of the Texas Constitution, shall be subrogated to any and all rights, superior titles, liens and equities, owned or claimed by an owner or holder of said outstanding liens however remote and regardless of whether said liens are acquired by assignment or are released by the holder thereof upon payment.

14. Compliance and savings. It is the express intention of Beneficiary and Grantor to structure the Extension of Credit to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If, from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by applicable law, then such promise, payment, obligation or provision shall be reduced to the limit of such validity or eliminated as a requirement and such document shall be automatically reformed without the necessity of the execution of any new amendment or new document. Without limitation of the foregoing, to the extent permitted by law, any curative measures made by Beneficiary shall further absolve Lender of any forfeiture or liability regarding the same.

All contracts, charges and receipts between Beneficiary and Grantor are expressly limited so that any loan charges or fees (other than interest) contracted for, charged or received with respect to Grantor, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by applicable law, including, without limitation, Section 50(a)(6), Article XVI of the Texas Constitution.

If a law, which applies to this Security Instrument or the Note and which sets maximum interest or loan charges, is finally interpreted so that the interest or other loan charges contracted for, charged or received in connection with this Security Instrument or the Note exceed the permitted limits under applicable law, then: (i) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (ii) any sums already collected from Grantor which exceeded permitted limits will be refunded to Grantor to the extent permitted by applicable law. Beneficiary may, to the extent permitted by law, choose to make this refund by reducing the Debt or by making a direct payment to Grantor. It is agreed that the total of all interest and other charges that constitute interest shall not exceed the maximum amount allowed by applicable law. To the extent Texas law establishes the maximum ceiling, the parties elect the weekly rate ceiling under Subchapter A, Chapter 1D of the Texas Credit Title. Nothing in this Security Instrument or the Note, or any charges made in connection therewith, shall entitle Beneficiary upon any contingency (including, but not limited to, payoff statements, prepayment, default, demand for payment or acceleration of maturity) to contract for, charge or receive interest or other charges that may constitute interest or other charges in excess of the maximum amount allowed by applicable law, and all such contracts, charges or receipts are hereby made subject to and automatically constrained by the limitations stated above. To the extent permitted by applicable law, Beneficiary may calculate interest and charges by amortizing, prorating, allocating and spreading. Any excess ever contracted for, charged or received, shall be automatically subject to refund or cancellation so as to bring the amount of interest and charges within lawful limits. In addition, nothing in this Security Instrument or the Note shall constitute a waiver by Grantor of any rights to which Grantor may be entitled under Section 50(a)(6), Article XVI and related provisions of the Texas Constitution, the Texas Credit Title, Title 4 of the Texas Finance Code, the Texas Property Code, or Chapter 9 of the Texas Business and Commerce Code as applicable, or other applicable law. Without limitation of the foregoing, to the extent permitted by law, any curative measures made by Beneficiary shall further absolve Beneficiary of any forfeiture or liability regarding the same.

15. Notices. Except as otherwise provided in the Note or this Security Instrument, notice hereunder must be in writing. Notices shall be deemed given when deposited in the U.S. mail, postage prepaid, first class mail, or when delivered in person or sent by registered or certified mail or by nationally recognized overnight carrier. Notice to Grantor will be sent to Grantor's last known address in Beneficiary's records for this Extension of Credit. To the extent permitted by law, notice to any of Grantors, if more than one, shall be deemed notice to all of Grantors. Notice to Beneficiary shall be sent to the address of Beneficiary set forth in this Security Instrument. Any party may change its address for receipt of notice hereunder by giving written notice to the other parties as set forth herein specifying the purpose of the notice is to change the party's address.

If the purpose of a notice is to notify Beneficiary of failure by Beneficiary to comply with Beneficiary's obligations under this Extension of Credit, or noncompliance with any provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then, to the extent permitted by law, notice by certified mail is required.

16. Successors and assigns bound; non-recourse; joint and several liability; co-signers. The covenants and agreements of this Security Instrument shall benefit and obligate Beneficiary and Grantor, their heirs, devisees, legatees, administrators, executors, successors and assigns. The term "Beneficiary" shall mean the holder and owner of the Note secured by this Security Instrument, whether or not that person is named as Beneficiary hereunder. Except as provided herein, the Grantor's covenants and agreements shall be joint and several.

Any Grantor who co-signs this Security Instrument, but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Grantor's interest in the Property under the terms of this Security Instrument or to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution providing for execution hereof, in order to establish a valid lien, by the spouse or each owner of the Property; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Beneficiary and any other Grantor may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Grantor's consent, to the extent permitted by law.

Grantor understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against Grantor and each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, Beneficiary may enforce its rights under the Note and this Security Instrument solely against the Property and not personally against Grantor or any owner of the Property or the spouse of an owner.

However, to the extent permitted by law, if this Extension of Credit is obtained by such actual fraud, Grantor will be personally liable for the payment of any amounts due lawfully due under the Note and this Security Instrument, less any unearned charges. This means that a personal judgment could be obtained against Grantor if Grantor fails to perform Grantor's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Beneficiary's sale of the Property for an amount less than is owing under the Note and this Security Instrument.

If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, the provisions above shall not impair in any way the right of the Beneficiary to collect all sums lawfully due under the Note or this Security Instrument, less any unearned charges, or prejudice the right of Beneficiary to any promises or conditions of the Note, this Security Instrument or any loan documents in connection therewith.

17. **Copies.** Grantor shall be given at the time this Extension of Credit is made, a copy of all documents signed by Grantor related to the Extension of Credit.

18. **Proceeds.** Grantor has not been required to apply the proceeds of the Extension of Credit to repay another debt except a debt secured by the Property or a debt to another lender.

19. **No Assignment of Wages.** Grantor has not assigned wages as security for the Extension of Credit.

20. **Acknowledgment of Fair Market Value.** Beneficiary and Grantor have executed a written acknowledgment as to the fair market value of Grantor's Property on the date the Extension of Credit is made.

21. **Miscellaneous.** The words used in this Security Instrument referring to one person shall be read to refer to more than one person if two or more have signed this Security Instrument or become responsible for doing the things this Security Instrument requires. This Security Instrument shall be governed by and construed in accordance with federal law, and, to the extent federal law does not apply, the laws of the state of Texas. However, notwithstanding anything herein to the contrary, in no event shall federal law be applied to preempt any provision regarding home equity

Loan Number:

0049793979

loans required under or in connection with Article XVI, §50(a)(6) of the Texas Constitution. If a provision of this Security Instrument is determined to be invalid under applicable law, that fact, to the extent permitted by law, shall not invalidate any other provision of this Security Instrument, but the Security Instrument shall be construed as not containing the particular provision or provisions held to be invalid, and all remaining rights and obligations of the parties shall be construed and enforced as though the invalid provision did not exist.

DO NOT SIGN THIS SECURITY INSTRUMENT IF THERE ARE BLANK SPACES LEFT TO BE COMPLETED IN THIS SECURITY INSTRUMENT. THIS SECURITY INSTRUMENT MUST BE EXECUTED AT THE OFFICE OF BENEFICIARY, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS SECURITY INSTRUMENT AFTER YOU HAVE SIGNED IT.

YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS EXTENSION OF CREDIT WITHOUT PENALTY OR CHARGE.

By signing below, Grantor accepts and agrees to the provisions of this Security Instrument, and any rider(s) executed by Grantor concurrently therewith.

DATED at Washington Mutual Carrollton TX, this 6th day of Dec., 2000.

Mary L. Poole

MARY L. POOLE

Donald R. Poole

DONALD R. POOLE

Loan Number:

0049793979

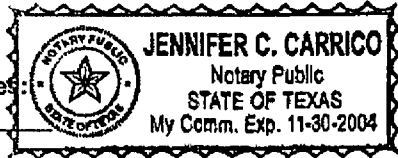
Acknowledgments

THE STATE OF TEXAS §
COUNTY OF Denton §

This instrument was acknowledged before me on the 6th day of December, 2002, by Donald R. Poole.

Jennifer Carrico
Notary Public, State of Texas

(SEAL)



Commission Expires: _____

Notary Name Printed or Typed:

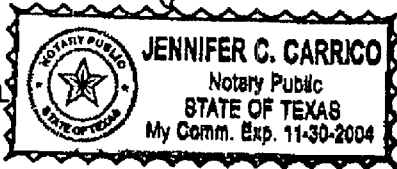
Jennifer C. Carrico

THE STATE OF TEXAS §
COUNTY OF Denton §

This instrument was acknowledged before me on the 6th day of December, 2002, by Mary L. Poole.

Jennifer Carrico
Notary Public, State of Texas

(SEAL)



Commission Expires: _____

Notary Name Printed or Typed:

Jennifer C. Carrico

Filed and Recorded
Official Public Records
John F. Warren, County Clerk
Dallas County, TEXAS
08/27/2018 03:32:45 PM
\$78.00
201800230780

JFW



Notice of [Substitute] Trustee 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: 10/02/2018

Time: The sale will begin at 01:00 PM or not later than three hours after that time

Place: NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING
COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONERS
OFFICE PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE AS
THE PLACE WHERE FORECLOSURE SALES ARE TO TAKE PLACE OR AS
DESIGNATED BY THE COUNTY COMMISSIONERS

Property Address: 7618 Nassau Drive, Rowlett, TX 75089

2. Terms of Sale: The sale will be conducted as a public auction to the highest bidder for cash. Pursuant to the deed of trust, the mortgagee 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. Any conveyance of the property is subject to all matters of record affecting the property.

3. Instrument to be Foreclosed: The instrument to be foreclosed is the Deed of Trust or Contract Lien dated 12/13/2002 and recorded 12/19/2002 in Book 2002247 Page 01975 Document 2120699, real property records of Dallas County, Texas, with **Nicholas P. Roberts and Mary S. Roberts, husband and wife** grantor(s) and HOMECOMINGS FINANCIAL NETWORK, INC. as Lender, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. as Beneficiary.

4. Appointment of Substitute Trustee: In accordance with Texas Property Code Sec. 51.0076, the undersigned authorized agent for the mortgage servicer has named and appointed, and by these presents does name and appoint **CARL NIENDORFF, L. KELLER MACKIE, MICHAEL W. ZIENTZ, MICHAEL D. VESTAL, WES WEBB, TRACEY MIDKIFF, KRISTEN WALL, Donna Stockman** or **David Stockman**, Substitute Trustee to act under and by virtue of said Deed of Trust.

5. Obligation Secured: Deed of Trust or Contract Lien executed by **Nicholas P. Roberts and Mary S. Roberts, husband and wife**, securing the payment of the indebtedness in the original principal amount of **\$60,000.00**, and obligations therein described including but not limited to the promissory note; and all modifications, renewals and extensions of the promissory note. **Citi Bank as trustee for New Residential Mortgage Loan Trust 2016-3** is the current mortgagee of the note and deed of trust or contract lien.

BY _____
DEPUTY
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

2018 SEP -6 AM 10:00

FILED

TS No.: 2018-00613-TX
18-000984-673

Notice of [Substitute] Trustee Sale

6. Default: A default has occurred in the payment of indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness.

7. Property to be sold: The property to be sold is described as follows:

BEING LOT 5, BLOCK 7 OF COUNTRY AIRE ESTATES, SECTION TWO, AN ADDITION TO THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 84147, PAGE 2253, MAP RECORDS, DALLAS COUNTY, TEXAS; AS AMENDED BY CERTIFICATE OF CORRECTION OF ERROR FILED SEPTEMBER 26, 1984, RECORDED IN VOLUME 84192, PAGE 5614, DEED RECORDS, DALLAS COUNTY, TEXAS.

8. 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. **Ocwen Loan Servicing, LLC**, as Mortgage Servicer, is representing the current mortgagee, whose address is:

C/O Ocwen Loan Servicing, LLC

**1661 Worthington Rd., Suite 100
West Palm Beach, FL 33409**

Phone: 1-800-746-2936

TS No.: 2018-00613-TX
18-000984-673

Notice of [Substitute] Trustee Sale

9. Limitation of Damages: If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's attorney.

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.

Date: September 4, 2018



Iman Walcott – Attorney or Authorized Agent of The Mortgagee or Mortgage Servicer

C/O Power Default Services, Inc.
Northpark Town Center
1000 Abernathy Rd NE; Bldg 400, Suite 200
Atlanta, GA 30328
Telephone: 855-427-2204
Fax: 866-960-8298

~~CARL NIENDORFF, L. KELLER MACKIE, MICHAEL W. ZIENTZ, MICHAEL D. VESTAL,
WES WEBB, TRACEY MIDKIFF, KRISTEN WALL, Donna Stockman or David Stockman -
Substitute Trustee(s)~~

C/O AVT Title Services, LLC
1101 Ridge Rd. Suite 222
Rockwall, TX 75087

**POWER DEFAULT SERVICES, INC. MAY BE ACTING AS A DEBT COLLECTOR
ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR
THAT PURPOSE.**

I am _____ Certificate of Posting
whose address is c/o AVT Title Services, LLC, 1101 Ridge Rd., Suite 222, Rockwall, TX
75087. I declare under penalty of perjury that on _____ I filed this Notice of Foreclosure Sale at the office of the Dallas
County Clerk and caused it to be posted at the location directed by the Dallas County Commissioners Court.