

709 ROYAL RD
LAKESIDE CITY, TX 76308

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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: December 03, 2019

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

Place: THE NORTH DOOR OF THE ARCHER COUNTY COURTHOUSE ANNEX BUILDING 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 17, 2009 and recorded in Document CLERK'S FILE NO. 123536 real property records of ARCHER County, Texas, with JOHN W SANDERSON, grantor(s) and WELLS FARGO BANK, N.A., mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by JOHN W SANDERSON, securing the payment of the indebtednesses in the original principal amount of \$240,000.00, 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 D/B/A 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



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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 undersigned as attorney for the mortgagee or mortgage servicer does hereby remove the original trustee and all successor substitute trustees and appoints in their stead TERRY BROWDER, LAURA BROWDER OR MARSHA MONROE whose address is c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320 as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original trustee under the said Deed of Trust; and, further does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein.



Ryan Bourgeois



Certificate of Posting

My name is _____, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320. I declare under penalty of perjury that on _____ I filed at the office of the ARCHER County Clerk and caused to be posted at the ARCHER County courthouse this notice of sale.

Declarants Name: _____

Date: _____

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ARCHER

EXHIBIT "A"

LOT NUMBER TWENTY- FOUR (24), BLOCK NUMBER SEVEN (7), HILL TOP ADDITION, SECTION THREE (3), AN ADDITION TO THE CITY OF LAKESIDE CITY, ARCHER COUNTY, TEXAS, ACCORDING TO PLAT OF RECORD IN VOLUME 3, PAGE 43, ARCHER COUNTY PLAT RECORDS.

Cause No. 2019-0055A-CV

NATIONSTAR MORTGAGE LLC
D/B/A CHAMPION MORTGAGE
COMPANY,
Plaintiff,

v.

JOHN WAYNE SANDERSON AND
TARA ANN SARGENT
Defendants.

In Re: 709 ROYAL RD.,
LAKESIDE CITY, TEXAS 76308

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IN THE DISTRICT COURT

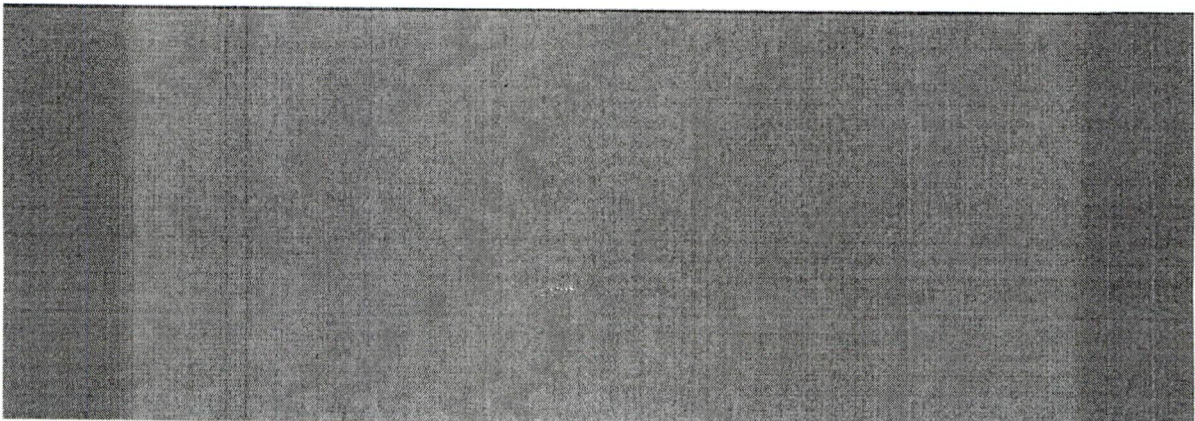
OF ARCHER COUNTY, TEXAS

97th JUDICIAL DISTRICT

Amended Reverse Mortgage Foreclosure Order

After considering plaintiff, NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY's, its successors or assigns, motion for default and entry of an agreed judgment, pleadings, and evidence on file the Court GRANTS the motion and finds:

1. Citation properly served on defendants according to law and remained on file with the Clerk of this Court for the time prescribed by law.
2. Defendant, John Wayne Sanderson, Jr. 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, John Wayne Sanderson, Jr. is as follows: 709 Royal Rd., Wichita Falls, TX 76308.
3. Defendant, Tara Ann Sargent 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, Tara Ann Sargent is as follows: 112 Maple View Ct, Dallas, GA 30157.
4. None of the defendants who were personally served are in active military service.



5. The Loan Agreement between John Wayne Sanderson and the plaintiff is in default and that plaintiff is the beneficiary of that agreement on the property made the basis of this lawsuit.

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

ORDERED that:

Plaintiff, NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY, its successors and assigns, is the current "mortgagee", as that term is defined in Tex. Prop. Code § 51.001, of a valid Texas reverse mortgage "loan agreement", as that term is defined in Tex. Bus. & Com. Code § 26.02, (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 709 ROYAL ROAD, LAKESIDE CITY, TEXAS 76308 and more particularly described as:

LOT NUMBER TWENTY- FOUR (24), BLOCK NUMBER SEVEN (7), HILL TOP ADDITION, SECTION THREE (3), AN ADDITION TO THE CITY OF LAKESIDE CITY, ARCHER COUNTY, TEXAS, ACCORDING TO PLAT OF RECORD IN VOLUME 3, PAGE 43, ARCHER COUNTY PLAT RECORDS.

IT IS FURTHER ORDERED that Defendants, John Wayne Sanderson, Jr. and Tara Ann Sargent, were vested with 100% of John Wayne Sanderson's interest in the Property upon the death of John Wayne Sanderson ("Decedent"). Under Tex.Const. art. XVI § 50(k)(6)(A), the death of Decedent 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 interest by proceeding with a non-judicial foreclosure against the Property have been accomplished. Plaintiff will enforce its security interest pursuant to the terms of the Loan Agreement and Tex. Prop. Code § 51.002.

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



IT IS FURTHER ORDERED that Defendants John Wayne Sanderson, Jr. and Tara Ann Sargent were immediately vested with all of Decedent's right, title and interest in the Property;

IT IS FURTHER ORDERED that no personal liability is sought against the defendants as they are not obligated for the Loan Agreement debt and the Loan Agreement were made pursuant to TEX. CONST. art. XVI, § 50a(7).

FURTHER ORDERED that a copy of this Judgment shall be sent to defendants with the notice of the date, time, and place of the foreclosure sale.

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

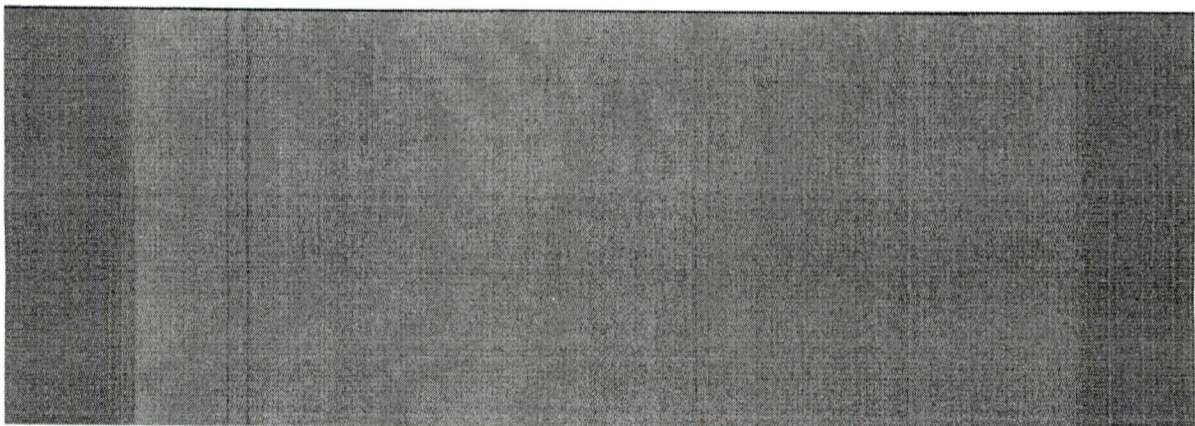
FURTHER ORDERED that if defendants are represented by counsel, the notice of foreclosure sale also be mailed to counsel by certified mail.

IT IS FURTHER ORDERED that Plaintiff or its successors or assigns in interest, in accordance with TEX. CONST. art. XVI, § 50(k)(11), is entitled to enforce the Loan Agreement default by foreclosing the security interest encumbering the Property pursuant to the Loan Agreement and Tex. Prop. Code § 51.002;

IT IS FURTHER ORDERED that upon non-judicial foreclosure sale all Defendants will be divested of all right, title, interest, and possession in and of the Property;

IT IS FURTHER ORDERED that upon the non-judicial foreclosure sale ordered above is held, the purchaser of the property at the non-judicial foreclosure sale shall be vested and quieted with all right, title, interest and possession in and of the Property;

IT IS FURTHER ORDERED if a person occupying the Property fails to surrender the possession of the premises after foreclosure, Plaintiff, or its successor in interest, shall be entitled to a Writ of Possession issued in accordance with Tex. R. Civ. P. 310; and



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 19th day of September, 2019.


JUDGE PRESIDING

SUBMITTED BY:

/s/ Brian D. McGrath
Brian D. McGrath
State Bar No.: 24048649
4004 Belt Line Road, Suite 100
Addison, Texas 75001-4320
(972) 341-0602
(972) 341-0734 (Facsimile)
BrianMc@bdfgroup.com

ATTORNEY FOR PLAINTIFF

