

112 W Pine St, Winnsboro, TX 75494

FILED FOR RECORD
2022 JUL 12 PM 2:37
KELLEY PRICE
COUNTY CLERK, WOOD CO TX

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: 09/06/2022
Time: Between 10am-1pm and beginning not earlier than 10am-1pm or not later than three hours thereafter.
Place: The area designated by the Commissioners Court of Wood County, pursuant to §51.002 of the Texas Property Code as amended; if no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this Notice of Trustee's Sale was posted.

2. Terms of Sale. Highest bidder for cash.

3. Instrument to be Foreclosed. The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated 07/30/2014 and recorded in the real property records of Wood County, TX and is recorded under Clerk's File/Instrument Number, 2014-00008400 with Justin A. Meade and Dorothea M. Meade (grantor(s)) and Mortgage Electronic Registration Systems, Inc., as Nominee for Guaranty Bank & Trust, N.A. mortgagee to which reference is herein made for all purposes.

4. Obligations Secured. Deed of Trust or Contract Lien executed by Justin A. Meade and Dorothea M. Meade, securing the payment of the indebtedness in the original amount of \$80,612.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. Wells Fargo Bank, N.A. is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. Property to be Sold. ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN THE GRAY B. KING SURVEY, ABSTRACT NO. 3, CITY OF WINNSBORO, WOOD COUNTY, TEXAS, BEING ALL OF THAT LOT CONVEYED FROM DICK FREEMAN, ET UX TO JIMMIE NELL COKER. RECORDED IN VOLUME 974, PAGE 65 REAL PROPERTY RECORDS OF SAID COUNTY, BEING A PORTION OF LOT 7 OF BLOCK J-1 OF SAID CITY AND BOUNDED AS FOLLOWS:

BEGINNING AT A 1/2 INCH ROD FOUND IN THE EAST RIGHT-OF -WAY LINE OF MULBERRY STREET AT THE NWC THE ABOVEMENTIONED COKER LOT SAME BEING THE SWC OF A LOT CONVEYED TO DREBEN SAMUEL GEARNER III AND RECORDED IN DOCUMENT NUMBER 2010-00008777;

THENCE SOUTH 64 DEG. 51 MIN. 00 SEC. EAST, AT 100 FEET PASSING A 1/2 INCH STEEL ROD FOUND AT THE SEC OF THE GEARNER LOT AND CONTINUING IN ALL 106.00 FEET TO TA 1/2 INCH STEEL ROD SET FOR THE NEC OF THE COKER LOT AND BEING AN INTERIOR CORNER OF A LOT CONVEYED TO M. R. KNIGHT, RECORDED IN VOLUME 231, PAGE 215, DEED RECORDS OF SAID COUNTY;

THENCE SOUTH 20 DEG. 10 MIN. 24 SEC. WEST, AT 28 FEET PASSING THE NWC OF A LOT CONVEYED TO JOE W. WANN, ET UX, RECORDED IN VOLUME 1486, PAGE 421, REAL PROPERTY RECORDS OF SAID COUNTY AND CONTINUING IN ALL, 158.00 FEET TO A 1/2/ INCH STEEL ROD SET



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IN THE NORTH RIGHT-OF-WAY LINE OF WEST PINE STREET AND BEING THE SWC OF THE ABOVEMENTIONED WANN LOT;

THENCE NORTH 69 DEG. 57 MIN. 11 SEC. WEST, 140.00 FEET TO A 1/2 INCH STEEL ROD SET AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY LINE OF WEST PINE STREET WITH THE EAST RIGHT-OF-WAY LINE OF MULBERRY STREET:

THENCE NORTH 31 DEG. 46 MIN. 42 SEC. EAST, 171.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.461 OF AN ACRE OF LAND.

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 §51.002, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. Wells Fargo Home Mortgage, as Mortgage Servicer, is representing the current Mortgagee whose address is:

Wells Fargo Bank, N.A.
3476 Stateview Blvd.
Fort Mill, SC 29715

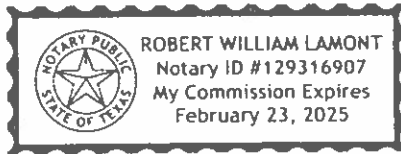
Sheryl LaMont
SUBSTITUTE TRUSTEE

Lisa DeLong, Terri Worley, Harriett Fletcher, Robert LaMont, Sheryl LaMont, Allan Johnston, Sharon St. Pierre, Ronnie Hubbard
1320 Greenway Drive, Suite 300
Irving, TX 75038

STATE OF TEXAS
COUNTY OF GREGG

Before me, the undersigned authority, on this day personally appeared Sheryl La Mont, as Substitute Trustee, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and who acknowledged to me that he/she executed the same for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12th day of July, 2022.



Robert William LaMont
NOTARY PUBLIC in and for

GREGG COUNTY
My commission expires: February 23, 2022
Print Name of Notary:
Robert William La Mont

CERTIFICATE OF POSTING

My name is Sheryl La Mont, and my address is 1320 Greenway Drive, Suite 300, Irving, TX 75038. I declare under penalty of perjury that on July 12, 2022 I filed at the office of the Wood County Clerk and caused to be posted at the Wood County courthouse this notice of sale.

Sheryl LaMont
Declarants Name: Sheryl La Mont
Date: July 12, 2022

NOTICE OF FORECLOSURE SALE

2822 AUG - 4 PM 2:03

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 OR 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, A PART OF THE G. BLACKBURN SURVEY, ABSTRACT NO. 36, WOOD COUNTY, TEXAS, AND BEING A PART OF THE "FIRST" TRACT AS DESCRIBED IN DEED OF TRUST FROM T. A. PEEL AND WIFE, PAULINE PEEL, TO J. L. GILLIAM AND WIFE, IMA LOVE GILLIAM. DATED SEPTEMBER 17, 1964. AND RECORDED IN VOLUME 68, PAGE 689 OF THE DEED OF TRUST RECORDS OF WOOD COUNTY, TEXAS, AND THIS PORTION THEREOF DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH IRON ROD SET AT THE SOUTHWEST CORNER OF THIS TRACT WHICH IS SOUTH 88 DEGREES 01 MINUTES 27 SECONDS EAST ALONG THE SOUTH FENCE LINE OF SAID TRACT 809.35 FEET FROM A 60D NAIL SET IN THE CENTER OF A COMMUNITY OILED ROAD AND NORTH 2 DEGREES 07 MINUTES 40 SECONDS EAST ALONG THE CENTER OF SAID ROAD, SAME BEING THE EAST LINE OF THE L. HENRIQUEZ SURVEY, A-310, 244.45 FEET FROM THE SOUTHEAST CORNER OF SAID L. HENRIQUEZ SURVEY;

THENCE NORTH 1 DEGREE 47 MINUTES 10 SECONDS EAST, 505.68 FEET TO A 1/2 INCH IRON ROD SET FOR THE NORTHWEST CORNER OF THIS;

THENCE SOUTH 88 DEGREES 13 MINUTES 06 SECONDS EAST ALONG THE SOUTH LINE OF A COMMUNITY OILED ROAD, 206.36 FEET TO A 1/2 INCH IRON ROD;

THENCE SOUTH 1 DEGREE 47 MINUTES 10 SECONDS WEST 506.54 FEET TO A 1/2 INCH IRON ROD SET IN THE OCCUPIED SOUTH FENCELINE OF SAID "FIRST" TRACT FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE NORTH 88 DEGREES 01 MINUTES 27 SECONDS WEST ALONG SAID FENCE 206.35 FEET TO THE PLACE OF BEGINNING, CONTAINING 3.025 ACRES OF LAND.

2. Instrument to be Foreclosed. The instrument to be foreclosed is the Deed of Trust dated 08/04/2003 and recorded in Book 2300 Page 555 real property records of Wood County, Texas.

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

Date: 09/06/2022

Time: 01:00 PM

Place: Wood County, Texas at the following location: EAST DOOR (FRONT DOOR) OF THE WOOD COUNTY COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or as designated by the County Commissioners Court.

4. 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.

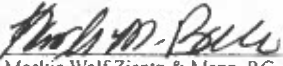
5. Obligations Secured. The Deed of Trust executed by LEX K. YARBER AND JEANNE YARBER, provides that it secures the payment of the indebtedness in the original principal amount of \$171,000.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust is the current mortgagee of the note and deed of trust and PHH MORTGAGE CORPORATION is mortgage servicer. A servicing agreement between the mortgagee, whose address is Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust c/o PHH MORTGAGE CORPORATION, 14405 Walters Road, Suite 200, Houston, TX 77014 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

6. Order to Foreclose. Bank of New York Mellon Trust Company, N.A. as Trustee for Mortgage Assets Management Series I Trust obtained a Order from the 402nd District Court of Wood County on 10/21/2021 under Cause No. 2021-409. The mortgagee has requested a Substitute Trustee conduct this sale pursuant to the Court's Order.

7. Substitute Trustee(s) Appointed to Conduct Sale. In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

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.





Mackie Wolf Zientz & Mann, P.C.
Brandon Wolf, Attorney at Law
L. Keller Mackie, Attorney at Law
Michael Zientz, Attorney at Law
Lori Liane Long, Attorney at Law
Chelsea Schneider, Attorney at Law
Ester Gonzales, Attorney at Law
Karla Balli, Attorney at Law
Parkway Office Center, Suite 900
14160 Dallas Parkway
Dallas, TX 75254

Certificate of Posting

I am Harriett Fletcher whose address is c/o AVT Title Services, LLC, 5177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on August 04, 2022 I filed this Notice of Foreclosure Sale at the office of the Wood County Clerk and caused it to be posted at the location directed by the Wood County Commissioners Court



Posted by Harriett Fletcher, August 04, 2022.

NOTICE OF DEFAULT AND FORECLOSURE SALE

FILED FOR
2022 AUG 11 PM 12:09

WHEREAS, on June 25, 2009, a certain Adjustable Rate Home Equity Conversion Deed of Trust ("Reverse Mortgage") was executed by GEORGE C EVANS AND JANE A. EVANS as mortgagor in favor of WELLS FARGO BANK, N.A., as mortgagee and ROBERT K FOWLER, as trustee, and was recorded on July 16, 2009 under Clerk's Instrument Number 2009-00008960 in the real property records of Wood County, Texas.

WHEREAS, the Reverse Mortgage was insured by the United States Secretary of Housing and Urban Development (the "Secretary") pursuant to the National Housing Act for the purpose of providing single family housing, and

WHEREAS, the beneficial interest in the Reverse Mortgage is now owned by the Secretary, pursuant to an assignment dated April 8, 2019, and recorded on April 15, 2019, under Clerk's Instrument Number 2019-00003132 in the real property records of Wood County, Texas; and

WHEREAS, a default has been made in the covenants and conditions of the Reverse Mortgage in that the Mortgagors no longer occupies the property, and

WHEREAS, the entire amount delinquent as of September 6, 2022 is \$409,361.30; and

WHEREAS, by virtue of the default, the Secretary has declared the entire amount of the indebtedness secured by the Reverse Mortgage to be immediately due and payable:

NOW THEREFORE, pursuant to powers vested in me by the Single Family Mortgage Foreclosure Act of 1994, 12 U.S.C. 3751 et seq., by 24 CFR part 27, subpart B, and by the Secretary's designation of me as Foreclosure Commissioner, recorded on October 15, 2007 in Dallas County under Clerk's File Number 20070369306, notice is hereby given that on September 6, 2022, at 01:00 PM local time or no later than three hours thereafter, all real and personal property at or used in connection with the following described premises ("Property") will be sold at public auction to the highest bidder:

**ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND BEING LOT 6 OF
TIMBERWOOD SUBDIVISION AND BEING A PORTION OF THE JESSE
WALKER SURVEY, ABSTRACT NO. 607 OF WOOD COUNTY, TEXAS, AS
SHOWN BY MAP AND PLAT OF SAID TIMBERWOOD SUBDIVISION
RECORDED IN VOLUME 8, PAGE 231 OF THE PLAT RECORDS OF WOOD
COUNTY, TEXAS.**

Commonly known as: 344 CR 1297, YANTIS, TX 75497.

The sale will be held in Wood County, Texas at the following location: EAST DOOR (FRONT DOOR) OF THE WOOD COUNTY COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or as designated by the County Commissioners Court.

The Secretary of Housing and Urban Development will bid \$409,361.30.

There will be no proration of taxes, rents or other income or liabilities, except that the purchaser will pay, at or before closing, his prorata share of any real estate taxes that have been paid by the Secretary to the date of the foreclosure sale.

When making their bids, all bidders except the Secretary must submit a deposit totaling \$40,936.13 in the form of a certified check or cashier's check made out to the Secretary of HUD. A deposit need not accompany each oral bid. If the successful bid is oral, a deposit of \$40,936.13 must be presented before the bidding is closed. The deposit is nonrefundable. The remainder of the purchase price must be delivered within 30 days of the sale or at such other time as the Secretary may determine for good cause shown, time being of the essence. This amount, like the bid deposits, must be delivered in the form of a certified or cashier's check. If the Secretary is the highest bidder, he need not pay the bid amount in cash. The successful bidder will pay all conveying fees, all real estate and other taxes that are due on or after the delivery date of the remainder of the payment and all other costs associated with the transfer of title. At the conclusion of the sale, the deposits of the unsuccessful bidders will be returned to them.

The Secretary may grant an extension of time within which to deliver the remainder of the payment. All extensions will be for 15-day increments for a fee of \$500.00, paid in advance. The extension fee shall be in the form of a certified or cashier's check made payable to the Secretary of HUD. If the high bidder closes the sale prior to the expiration of any extension period, the unused portion of the extension fee shall be applied toward the amount due.

If the high bidder is unable to close the sale within the required period, or within any extension of time granted by the Secretary, the high bidder may be required to forfeit the cash deposit or, at the election of



the foreclosure commissioner after consultation with the HUD representative, will be liable to HUD for any costs incurred as a result of such failure. The Commissioner may, at the direction of the HUD representative, offer the property to the second highest bidder for an amount equal to the highest price offered by that bidder.

There is no right of redemption, or right of possession based upon a right of redemption, in the mortgagor or others subsequent to a foreclosure completed pursuant to the Act. Therefore, the Foreclosure Commissioner will issue a Deed to the purchaser(s) upon receipt of the entire purchase price in accordance with the terms of the sale as provided herein. HUD does not guarantee that the property will be vacant.

The scheduled foreclosure sale shall be cancelled or adjourned if it is established, by documented written application of the mortgagor to the Foreclosure Commissioner not less than 3 days before the date of sale, or otherwise, that the default or defaults upon which the foreclosure is based did not exist at the time of service of this notice of default and foreclosure sale, or all amounts due under the mortgage agreement are tendered to the Foreclosure Commissioner, in the form of a certified or cashier's check payable to the Secretary of HUD, before public auction of the property is completed.

The amount that must be paid if the mortgage is to be paid in full prior the scheduled sale is \$409,361.30, plus all other amounts that would be due under the mortgage agreement if payments under the mortgage had not been accelerated, advertising costs and postage expenses incurred in giving notice, mileage by the most reasonable road distance for posting notices and for the Foreclosure Commissioner's attendance at the sale, reasonable and customary costs incurred for title and lien record searches, the necessary out-of-pocket costs incurred by the Foreclosure Commissioner for recording documents, a commission for the Foreclosure Commissioner, and all other costs incurred in connection with the foreclosure prior to reinstatement.

Tender of payment by certified or cashier's check or application for cancellation of the foreclosure sale shall be submitted to the address of the Foreclosure Commissioner provided below.

Date: August 9, 2022

L. Keller Mackie
Foreclosure Commissioner
Mackie Wolf Zientz & Mann, P.C.
Parkway Office Center, Suite 900
14160 Dallas Parkway
Dallas, TX 75254
(214) 635-2650
(214) 635-2686 Fax




Posted by Harriett Fletcher, August 11, 2022.