

NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE 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. Property to Be Sold. The property to be sold is described as follows:

BEING LOT 7, BLOCK A OF REPLAT OF FAWN MEADOWS, AN ADDITION TO THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 84144, PAGE 4821, MAP RECORDS, DALLAS COUNTY, TEXAS.

Commonly known as: 510 Jean Dr., Seagoville, TX 75159

2. Instrument to be Foreclosed. The instrument to be foreclosed is the deed of trust to Mortgage Electronic Registration Systems, Inc. as nominee for Amerigroup Mortgage Corporation a Division of Mortgage Investors Corporation, recorded on 11/10/2011 as Doc#: 201100296707 in the real property records of Dallas County, Texas. Assignment of Deed of Trust to Freedom Mortgage Corporation recorded on 06/25/2015 as Doc#: 201500166302 of the real property records of Dallas 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: 07/03/2018

Time: The sale will begin no earlier than 1:00 PM or no later than three hours thereafter. The sale will be completed by no later than 4:00 P.M.

Place: THE OUTSIDE AREA ON THE NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG., 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 refiling may be after the date originally scheduled for this sale.

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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.

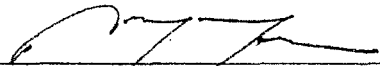
5. **Type of Sale.** The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by James Redgell Wafford and Florence L. Wafford, Husband and Wife.

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 \$90,125.00, executed by James Redgell Wafford and Florence L. Wafford, and payable to the order of Amerigroup Mortgage Corporation a Division of Mortgage Investors Corporation; (b) all renewals and extensions of the note; (c) any and all present and future indebtednesses of James Redgell Wafford and Florence L. Wafford, Husband and Wife to Amerigroup Mortgage Corporation a Division of Mortgage Investors 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 Shelley Ortolani, Mary Mancuso, Michele Hreha, Francesca Ortolani, Robert Ortolani, Michelle Schwartz, Guy Wiggs, David Stockman, Brenda Wiggs, Denise Boerner, Donna Stockman, Tim Lewis, Kathy Arrington, 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.

 23 MAY 2018
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.

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. in writing 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. As of this writing, Freedom Mortgage Corporation asserts that you owe \$83,750.62, plus applicable interest, fees, costs, and attorney's fees.

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.

LEGAL MEMORANDUM

TO: JAMES MILLER
FROM: MARK TORABI
SUBJECT: TX160042/PROBATE; WAFFORD
DATE: DECEMBER 15, 2017
PROPERTY: 510 JEAN DRIVE, SEAGOVILLE, TEXAS 75159

We have obtained a signed final judgment resolving the deceased mortgagor title issue for the above referenced file and are closing our deceased borrower litigation file in this matter.

You are instructed to remove the deceased borrower hold for the Property to proceed with the non-judicial foreclosure sale process by mailing and posting the Notice of Acceleration/Notice of Sale by certified mail, return receipt requested to the following parties as specifically addressed below at least 21 days prior to the date of sale for the first Tuesday of the month at the proper designated location for foreclosure sales in Dallas County, Texas:

James Redgell Wafford
510 Jean Drive
Seagoville, TX 75159

James Redgell Wafford
1901 S. Trade Days Blvd.
Canton, TX 75103

A certified copy of the enclosed signed final judgment must also be attached as an exhibit to the notice of sale, and upon completion of sale, it must also be attached as exhibit to the substitute trustee's deed.

Please let me know if you should have any additional questions or concerns regarding the foregoing analysis and recommendations.

CAUSE NO. DC 17-07229

**FREEDOM MORTGAGE
CORPORATION,
Plaintiff**

v.

**JAMES REDGELL WAFFORD,
Defendant**

**IN RE: 510 JEAN DRIVE,
SEAGOVILLE, TEXAS 75159**

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**IN THE DISTRICT COURT

OF DALLAS COUNTY, TEXAS

162nd JUDICIAL DISTRICT**

FINAL JUDGMENT

On this date, the Court heard Plaintiff's motion for default judgment. Plaintiff, FREEDOM MORTGAGE CORPORATION, its successors in interest or assigns, appeared through its attorney of record. Defendants did not appear. The Court determined it had jurisdiction over the subject matter and the parties to this proceeding.

The Court finds: Defendant was served with citation the return of service for Defendant was on file with this Court for at least ten days before this judgment was rendered; the deadline for Defendant to file an answer has passed, but Defendant James Redgell Wafford has not filed answer or entered appearance; Defendant is Decedent's sole heir; and, Defendant is not member of the United States military.

IT IS THEREFORE ORDERED that:

1. All of Florence Lorene Wafford's ("Decedent") heirs-at-law have been made Defendant 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 **510 JEAN DRIVE, SEAGOVILLE, TEXAS 75159** ("Property"), and more particularly described as follows:

BEING LOT 7, BLOCK A OF REPLAT OF FAWN MEADOWS, AN ADDITION TO THE CITY OF SEAGOVILLE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEROF RECORDED IN VOLUME 84144, PAGE 4821, MAP RECORDS, DALLAS COUNTY, TEXAS.

2. Because of a material default in payment of the Loan Agreement Plaintiff elects enforce its statutory probate lien by non-judicial foreclosure sale held in accordance with the terms and conditions of the Loan Agreement and TEX. PROP. CODE §51.002.

3. 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.

4. 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.

5. All costs of court are taxed against the party by whom incurred. 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 December, 2017.



Judge Presiding

Notice of Foreclosure 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. *Property to Be Sold.* The property to be sold is described as follows:

Being Lot 18, of PARK MANOR, an Addition to the City of Seagoville, Dallas County, Texas, according to the Map thereof recorded in Volume 2004054, Page 118, of the Map Records of Dallas County, Texas.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the deed of trust recorded in Instrument No. 201300270214, of the Official Public Records of Dallas County, Texas.

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

Date: July 3, 2018

Time: The sale will begin no earlier than 10:00 A.M. or no later than three hours thereafter. The sale will be completed by no later than 4:00 P.M.

Place: The the area outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, or as designated by the County Commissioners. The George Allen Courts Building (also known as the George L. Allen, Sr., Courts Building) is located at 600 Commerce Street, Dallas, Texas, or as designated by the County Commissioners.

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.

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.

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2018 JUN -8 PM 12:04

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
DEPUTY

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.

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.

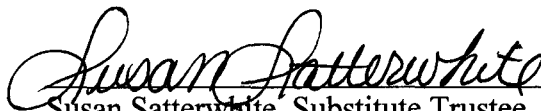
5. *Type of Sale.* The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Adalberto Martinez and Gloria Martinez.

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 \$129,900.00, executed by Adalberto Martinez and Gloria Martinez, and payable to the order of Shepherd Place Homes, Inc.; and (b) all renewals and extensions of the note. Shepherd Place Homes, Inc., is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned or to Robbie Lee Hale acting on behalf of the beneficiary, Shepherd Place Homes, Inc., at 620 Rowlett Road, Garland, Texas 75043, or by phone at (972) 475-1100.

7. *Default and Request to Act.* Default has occurred under the deed of trust, and the beneficiary has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

Dated the 8th day of June, 2018.


Susan Satterwhite, Substitute Trustee
Law Office of Susan Satterwhite, PC
1509 Summer Lee Drive
Rockwall, Texas 75032
(972) 771-1162

Notice of Foreclosure Sale

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1. *Property to Be Sold.* The property to be sold is described as follows:

Lot 73, of PARK MANOR, an addition to the City of Seagoville, Dallas County, Texas, according to the plat recorded in Volume 2004054, Page 118, of the Map Records of Dallas County, Texas.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the deed of trust recorded in Document No. 201500041920, of the Official Public Records of Dallas County, Texas.

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

Date: July 3, 2018

Time: The sale will begin no earlier than 10:00 A.M. or no later than three hours thereafter. The sale will be completed by no later than 4:00 P.M.

The the area outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, or as designated by the County Commissioners. The George Allen Courts Building (also known as the George L. Allen, Sr., Courts Building) is located at 600 Commerce Street, Dallas, Texas, or as designated by the County Commissioners.

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.

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.

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2018 JUN -8 PM 12:04

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

BY DEPUTY

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.

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 Daniel DeJesus Rodriquez Blanco.

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 \$143,920.00, executed by Daniel DeJesus Rodriquez Blanco, and payable to the order of Shepherd Place Homes, Inc.; and (b) all renewals and extensions of the note. Shepherd Place Homes, Inc., is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

Questions concerning the sale may be directed to the undersigned or to Robbie Lee Hale acting on behalf of the beneficiary, Shepherd Place Homes, Inc., at 620 Rowlett Road, Garland, Texas 75043, or by phone at (972) 475-1100.

7. *Default and Request to Act.* Default has occurred under the deed of trust, and the beneficiary has requested me, as Substitute Trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

Dated the 8th day of June, 2018.


Susan Satterwhite, Substitute Trustee
Law Office of Susan Satterwhite, PC
1509 Summer Lee Drive
Rockwall, Texas 75032
(972) 771-1162