

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: March 02, 2021

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

Place: THE FRONT CENTER STEPS OF THE COURTHOUSE BUILDING ON HIGHWAY 287 IN GROVETON, TRINITY COUNTY, TEXAS 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 August 29, 2012 and recorded in Document VOLUME 0898, PAGE 0624 real property records of TRINITY County, Texas, with CHARLOTTE BEAN AND ODUS GAUTNEY, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS NOMINEE, mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by CHARLOTTE BEAN AND ODUS GAUTNEY, securing the payment of the indebtednesses in the original principal amount of \$165,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT INDIVIDUALLY, BUT SOLELY AS TRUSTEE FOR NATIONSTAR HECM ACQUISITION TRUST 2020-1 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



177 W PARADISE DR  
TRINITY, TX 75862

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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.**

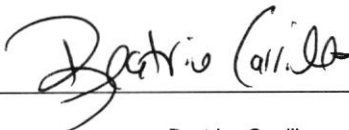
The undersigned as attorney for the mortgagee or mortgage servicer does hereby remove the original trustee and all successor substitute trustees and appoints in their stead BEATRICE CARRILLO, JOHN MCCARTHY, KEVIN MCCARTHY OR ZACH MCCARTHY whose address is c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 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.



Israel Saucedo

**Certificate of Posting**

My name is Beatrice Carrillo, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320. I declare under penalty of perjury that on 02/09/2021 I filed at the office of the TRINITY County Clerk and caused to be posted at the TRINITY County courthouse this notice of sale.



Declarants Name: Beatrice Carrillo

Date: 02/09/2021

177 W PARADISE DR  
TRINITY, TX 75862

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TRINITY

**EXHIBIT "A"**

BEING LOT 177, BLOCK 9, SECTION 3, OF LAKEWOOD SUBDIVISION, AN ADDITION IN TRINITY COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 88 AND RE-RECORDED IN CABINET A, SLIDE 132 IN THE PLAT RECORDS OF TRINITY COUNTY, TEXAS.

Leonor Vazquez

CAUSE NO. 22835

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

*Plaintiff,*

v.

CHARLOTTE BEAN, AND THE  
UNKNOWN HEIRS AT LAW OF  
ODUS GAUTNEY, DECEASED,

*Defendants.*

In Re: 117 WEST PARADISE,  
TRINITY, TEXAS 75862

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IN THE DISTRICT COURT

OF TRINITY COUNTY, TEXAS

258TH JUDICIAL DISTRICT

FINAL JUDGMENT

On this day, the Court determined it had jurisdiction over the subject matter and the parties to this proceeding. After reviewing the Plaintiff's Motion for Default Judgment and Motion for Summary Judgment, the pleadings, the affidavits and the arguments of counsel, the Court finds:

1. Plaintiff is the current "mortgagee," as that term is defined in Tex. Prop. Code § 51.0001(4), 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 177 W. Paradise, Trinity, Texas 75862, and more particularly described as:

BEING LOT 177, BLOCK 9, SECTION 3, OF LAKEWOOD  
SUBDIVISION, AN ADDITION IN TRINITY COUNTY, TEXAS,  
ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN  
VOLUME 2, PAGE 88 AND RE-RECORDED IN CABINET A, SLIDE 132  
IN THE PLAT RECORDS OF TRINITY COUNTY, TEXAS.

2. Defendant Charlotte Bean is an obligor under the Loan Agreement. Defendants are the heirs of Odus Gautney (“Decedent”) and were vested with interest in the Property upon his death.

3. Under TEX. CONST. art. XVI, § 50(k)(6)(D), the failure of the obligation specified in the loan documents to pay taxes and assessments on, or insure the homestead property 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 instrument by proceeding with a non-judicial foreclosure against the Property have been accomplished. Plaintiff will enforce its security interest by conducting a non-judicial foreclosure of its lien created under TEX. CONST. art. XVI §§ 50(a)(7) and 50(k) according to TEX. CONST. art. XVI § 50(k)(11), TEX. PROP. CODE § 51.002, and the terms of the Loan Agreement.

4. No personal liability is sought against the defendants as they are not obligated for the Loan Agreement debt and the Loan Agreement was made pursuant to TEX. CONST. art. XVI, § 50a(7).

5. On or about August 20, 2018, Plaintiff filed its First Amended Petition against Defendants Peggy Gautney Fitzgerald and Odus Preston Gautney, II.

6. Peggy Gautney Fitzgerald was personally served on September 26, 2018, the return of service has been on filed with the Court for the required time and Peggy Gautney Fitzgerald has not filed an answer or made an appearance.

7. Odus Preston Gautney, II, was served with citation on September 23, 2018 and the returns of service have been on file with the Court for the required time and Odus Preston Gautney, II has not filed an answer or made an appearance.

**THE COURT FINDS:** Defendants Peggy Gautney Fitzgerald and Odus Preston Gautney, II were served with citations and the returns of service for Defendants Peggy Gautney Fitzgerald and Odus Preston Gautney, II have been on file with this Court for at least ten days before this Judgment was rendered. Defendants Peggy Gautney Fitzgerald and Odus Preston Gautney, II are not members of the United States military and a certificate of last known address is on file with the Court.

**IT IS THEREFORE ORDERED** that Plaintiff's Motion for Default Judgment as to Defendants Peggy Gautney Fitzgerald and Odus Preston Gautney, II is **GRANTED**.

**IT IS FURTHER ORDERED** that the Loan Agreement is a valid reverse mortgage and is in default under the terms of the Loan Agreement and Texas Law;

**IT IS FURTHER ORDERED** that Defendants Peggy Gautney Fitzgerald, Odus Preston Gautney, III, Charlotte Bean and the Unknown Heirs at Law of Decedent were immediately vested with all of Decedent's right, title and interest in the Property;

**IT IS FURTHER ORDERED** that Plaintiff, or its successors or assigns in interest, according to TEX. CONST. art. XVI, § 50(k)(11), shall 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 one of the effects of this non-judicial foreclosure sale shall be that all defendants will be divested of all right, title, interest, and possession in and of the Property;

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

IT IS FURTHER ORDERED that as part of the costs of court, payable by plaintiff, the Attorney Ad Litem, Shelly Sitton is hereby granted the sum of \$ 1,075,00 and is discharged.

IT IS FURTHER ORDERED that all costs of court are to be paid by the party incurring same.

All relief not expressly granted is denied.

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

SIGNED this the 29 day of Sept 2020.

Travis E. Kitchens, Jr.  
PRESIDING JUDGE

Travis E. Kitchens, Jr.  
Judge, 258th Judicial District

SUBMITTED BY:

By: /s/ Shelley L. Hopkins  
Shelley L. Hopkins  
State Bar No. 24036497  
BARRETT DAFFIN FRAPPIER  
TURNER & ENGEL, LLP - *Of Counsel*  
3 Lakeway Centre Ct., Suite 110  
Austin, Texas 78734  
(512) 600-4320  
ShelleyH@bdfgroup.com  
shelley@hopkinslawtexas.com

ATTORNEYS FOR PLAINTIFF

FILED  
at 8:30 o'clock A M

FEB 10 2021

SHASTA BERZMAN  
COUNTY CLERK TRINITY CO., TEXAS

[Signature]

Judgment  
H610-2021 / BDF 7555196 Gautney

FILED  
AT 8:30 O'CLOCK PM

SEP 29 2020

Kristen Raiford  
District Clerk, Trinity, Co.