

FILE FOR RECORD
JENNIFER LINDENZWEIG
COUNTY CLERK HUNT CO. TX

17 JUN 12 PM 12:43
BY: *[Signature]*
DEPUTY

NOTICE OF FORECLOSURE SALE

State of Texas §
County of Hunt §

Notice is hereby given of a public non-judicial foreclosure sale.

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

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF GREENVILLE, HUNT COUNTY, TEXAS, AND BEING A TRACT OR PARCEL OF LAND AND BEING PART OF BLACK 444 OF THE ORIGINAL TOWN OF GREENVILLE AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT IRON STAKE FOR CENTER IN THE EBL OF FULLER ST. AND 104 FEET SOUTH OF INTERSECTION OF EBL OF FULLER ST. WITH SBL OF POLK STREET AND ALSO AT SW CORNER OF A LOT CONVEYED BY W.H. JAMES TO LON NORSWORTHY PER DEED OF RECORD IN VOLUME 267, PAGE 286 OF THE HUNT COUNTY DEED RECORDS AND THE SAME BEING AT NW CORNER OF A 10 FOOT LOT CONVEYED BY MATTIE J MATTHEWS TO W.E. JOHNSON PER DEED OF RECORD IN VOLUME 114, PAGE 272 OF THE HUNT COUNTY DEED RECORDS; THENCE SOUTH ALONG EBL OF FULLER ST, 96 FEET TO IRON STAKE FOR CORNER; THENCE S 87 DEG. 08 MIN E, 110 FEET TO IRON STAKE FOR CORNER; THENCE NORTH ALONG FENCE, 96 FEET TO A CORNER AT LARGE TREE; THENCE 87 DEG. 08 MIN. W, 110 FEET TO THE PLACE OF BEGINNING, AND BEING KNOWN ALSO AS 1813 FULLER STREET.

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

Date: **September 5, 2017**
Time: The sale shall begin no earlier than **01:00 PM** or no later than three hours thereafter.
Place: **Hunt County Courthouse in Greenville, Texas**, at the following location: the area designated by the Commissioners Court of **Greenville, Hunt County, Texas**, pursuant to § 51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if no such place is so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted).

The deed of trust permits the Mortgagee of Record 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.

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.

3. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the

1002549-3

provisions of the deed of trust permitting the Mortgagee of Record 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.

4. Type of Sale. The sale is a non-judicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by **Larry Wray**.
5. Obligations Secured. The Deed of Trust is dated **February 10, 2011**, and is recorded in the office of the County Clerk of **Hunt County, Texas**, in/under **2011-1855, Official Public Records of Hunt County, Texas**. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including but not limited to the promissory note in the original principal amount of **\$103,500.00**, executed by **Larry Wray**, and payable to the order of **Urban Financial Group**.

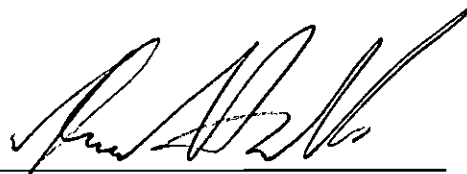
Original Mortgagee: Urban Financial Group.

Current Mortgagee of Record: Finance of America Reverse LLC whose address is **14405 Walters Road, Suite 200, Houston, TX 77014**.

6. 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 public sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.
7. **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.**

Sent by: Jeffrey B. Lewis
Robertson Anschutz Vettors
1500 CityWest Blvd., Suite 700
Houston, TX 77042

DATED June 12, 2017.



Robert LaMont, Harriet Fletcher, Ronnie Hubbard Jack

Beckman or David Garvin, Substitute Trustee
c/o Robertson Anschutz Veters
1500 CityWest Blvd., Suite 700
Houston, TX 77042
Phone: 713-244-1360

**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.**

CAUSE NO. 83335

**REVERSE MORTGAGE
SOLUTIONS, INC.**
Plaintiff

v.

JAN LYNN WRAY
Defendant(s)

**In Re: 1813 Fuller Street
Greenville, Texas 75401**

§
§
§
§
§
§
§
§
§
§

IN THE DISTRICT COURT OF

HUNT COUNTY, TEXAS

196th JUDICIAL DISTRICT

DEFAULT JUDGMENT ORDER

On May 24, 2017, the Court heard the Motion for Default Judgment, filed in the cause by Plaintiff, Reverse Mortgage Solutions, Inc. Jan Lynn Wray ("Defendant"), although having been duly and legally cited to appear and answer, failed to appear and answer, and wholly made default.

Citation was served according to law and returned to the clerk where it remained on file for the time required by law. After examining the pleadings and Motion for Default Judgment, the court has determined that all the heirs-at-law of Larry Wray ("Decedent") have been made a party to this suit and that Reverse Mortgage Solutions, Inc. is entitled to default judgment as follows:

IT IS SO ORDERED, ADJUDGED AND DECREED that, in accordance with TEX. CONST. art XVI §50(k)(11), Plaintiff, its successors, or assigns in interest, is entitled to enforce the Loan Agreement by non-judicially foreclosing the security interest encumbering the property commonly known as 1813 Fuller Street, Greenville Texas 75401 ("Property"), and more particularly described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND
INCORPORATED BY REFERENCE.**

IT IS FURTHER ORDERED that a copy of this Judgment serve as an Order of Non-Judicial Foreclosure of a Reverse Mortgage Loan in accordance with TEX. CONST. ART. XVI §§ 50(a)(7) and (k)(11).


IT IS FURTHER ORDERED that, upon foreclosure, Defendant Jan Lynn Wray and all of Decedent's heirs are divested of all right, title and interest in the Property;

IT IS FURTHER ORDERED that a copy of this Judgment be sent to Defendants with the notice of the date, time and place of the foreclosure sale;

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


IT IS FURTHER ORDERED that all costs of court are to be paid by the party who incurred such costs.

SIGNED on May 24, _____, 2017.



JUDGE PRESIDING

APPROVED AS TO FORM:



Timothy J. Swanson
Texas Bar No. 24063665
Jeffrey B. Lewis
Texas Bar No. 12290000
1500 CityWest Blvd., Suite 700
Houston, TX 77042
Tel. 713-244-1360
Fax 713-888-2703
litigation@ravdocs.com

Exhibit A

EXHIBIT "A"

All that certain lot, tract or parcel of land situated in the City of Greenville, Hunt County, Texas, and being a tract or parcel of land and being part of Block 444 of the original Town of Greenville and being more particularly described as follows:

BEGINNING at iron stake for center in the EBL of Fuller St. and 104 feet South of intersection of EBL of Fuller St. with SBL of Polk St. and also at SW corner of a lot conveyed by W. H. James to Lon Norsworthy per deed of record in Volume 267, Page 286 of the Hunt County Deed Records and same being at NW Corner of a 10 foot lot conveyed by Mattie J. Matthews to W.E. Johnson per deed of record in Volume 114, Page 272 of the Hunt County Deed Records;

THENCE South along EBL of Fuller St, 96 feet to iron stake for corner;

THENCE S 87 deg. 08 min. E, 110 feet to iron stake for corner;

THENCE North along fence, 96 feet to a corner at large tree;

Thence 87 deg. 08 min. W, 110 feet to the **PLACE OF BEGINNING**, and being known also as 1813 Fuller Street.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

NOTICE OF TRUSTEE'S SALE
(BY SUBSTITUTE TRUSTEE)

FILE FOR RECORD
JENNIFER LINDENZWEIG
COUNTY CLERK HUNT CO. TX

17 JUN 13 PM 1:09
BY: D Strong
DEPUTY

Note evidenced by that certain Real Estate Lien Note, in the Original Pricipal Amount of \$49,900.00 (the "Note") executed by Shannon James Oakry and Kenitra Davis to MultiMortgage BanCorp, That Note is secured by a certain Deed of Trust and Security Agreement of even date, (the "Deed of Trust") from Shannon James Oakry and Kenitra Davis to Susan D. Mills as Trustee for the benefit of MultiMortgage BanCorp.

Legal Description of the property:

S4915 SAYLE DR. ADDITION BLK 18 LOT 7B
HUNT COUNTY, TEXAS


AKA: 1510 Walnut Street
Greenville, Texas 75401

WHEREAS, the undersigned has been appointed Substitute Trustee in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust: and

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder of said debt has requested the undersigned to sell said property to satisfy said indebtedness.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, the Fourth (4th) day of July, 2017, between the hours of 10:00 a.m. and 4:00 p.m. the foreclosure sale will be conducted in Hunt County, Texas, in the area of the Courthouse of said county designated by the Commissioner's Court, pursuant to Section 51.002 of the Texas Property Code, as the place where foreclosure sales are to take place. If no place is designated by the Commissioner's Court of said county, sale will be conducted at the place where the Notice of Trustee's Sale was posted. The Trustee's Sale will begin no earlier than 10:00 a.m. and must be conducted within three hours of such starting time. Said sale shall be to the highest bidder for cash or cash equivalent, except that the owner and holder of the indebtedness may bid as a credit against that indebtedness.

EXECUTED so as to be effective on the 13 day of June, 2017.



Jim Mills, Ed Henderson, Emily Northern,
Alex Zografos Bill Gibson or Susan Mills,
Substitute Trustee, any to act

Questions should be directed to: Foreclosure Department
(512)340-0331