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AT 1:30 FILED O'CLOCK PM

FEB 12 2018

Barbara Simpson
COUNTY CLERK, CORYELL CO., TEXAS

NOTICE OF FORECLOSURE SALE

State of Texas §
 §
County of Coryell §

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:

BEING THE SOUTH 53 FEET OF LOT 11, AND THE NORTH 14 FEET OF LOT 12 BLOCK 9, MEGGS ADDITION, A SUBDIVIION IN CORYELL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 188, PAGE 609, WHICH PLAT WAS LATER AMENDED AND IS NOW OF RECORD IN VOLUME 190, PAGE 327, DEED RECORDS CORYELL COUNTY, TEXAS.

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

Date: **March 6, 2018**
Time: The sale shall begin no earlier than **10:00 AM** or no later than three hours thereafter.
Place: **Coryell County Courthouse in Gatesville, Texas**, at the following location: the area designated by the Commissioners Court of **Gatesville, Coryell 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 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 **Marcella Annette Hughes, Deceased**.
5. **Obligations Secured.** The Deed of Trust is dated **November 13, 2002**, and is recorded in the office of the County Clerk of **Coryell County, Texas**, in/under **Document No 157681, Official Public Records of Coryell 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 **\$45,600.00**, executed by **Marcella Annette Hughes, Deceased**, and payable to the order of **Lehman Brothers Bank, FSB**.

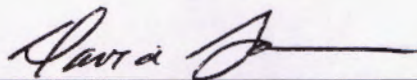
Original Mortgagee: Lehman Brothers Bank, FSB.

Current Mortgagee of Record: Nationstar Mortgage LLC d/b/a/ Mr. Cooper whose address is **8950 Cypress Waters Blvd., Coppell, TX 75019.**

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: Jeffry B. Lewis
Robertson Anschutz Veters
1500 CityWest Blvd., Suite 700
Houston, TX 77042

DATED February 12, 2018.



Tim Lewis and/or Richard H. Hester and/or Kelly Goddard and/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.

1002881-3

IN RE: ORDER FOR FORECLOSURE
CONCERNING
615 S. 3RD ST
COPPERAS COVE, TX 76552

IN THE DISTRICT COURT OF

UNDER TEX.R.CIV.P.736

PETITIONER:

NATIONSTAR MORTGAGE LLC
D/B/A/ MR. COOPER

CORYELL COUNTY, TEXAS

RESPONDENT(S):

CLIFFORD WALSH, MONA WHITEHEAD,
AND JULIE ANETTE MCCREE AS THE HEIRS
AT LAW OF MARCELIA ANNETTE
HUGHES, DECEASED

52ND JUDICIAL DISTRICT

AGREED HOME EQUITY FORECLOSURE ORDER

1. On this day, the Court considered Petitioners' Application for an Expedited Foreclosure Order under Rule 736. Petitioner's Application complies with the requirements of Texas Rule of Civil Procedure 736.1.
2. The name and last known addresses of each Respondent subject to this order is Clifford Walsh, 300 S. Gadwall Ln, Cedar Park, TX 78613, Mona Whitehead 615 S. 3rd St, Copperas Cove, TX 76552, P.O.Box 435, Snook, TX 77878 and Julie Annette McCree 10 Dupont Pl Fort Bragg, NC 28307-2046, 8509 Estrelita Dr., Las Vegas, NV 89128-7959, as the Heirs at Law of Marcelia Annette Hughes, Deceased. Each Respondent was properly served with the citation. The return of service for each Respondent has been on file with the court for at least ten (10) days.
3. The parties have reached agreement and an evidentiary hearing is not required to resolve the dispute.
4. The property that is the subject of this foreclosure proceeding is commonly known as 615 S. 3rd St, Copperas Cove, TX 76552 with the following legal description:

BEING THE SOUTH 53 FEET OF LOT 11, AND THE NORTH 14 FEET OF LOT 12 BLOCK 9, MEGGS ADDITION, A SUBDIVISION IN CORYELL COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 188, PAGE 609, WHICH PLAT WAS LATER AMENDED AND IS NOW OF RECORD IN VOLUME 190, PAGE 327, DEED RECORDS CORYELL COUNTY, TEXAS.

5. The lien to be foreclosed is indexed or recorded at Document No. 157681 and recorded in the real property records of Coryell County, Texas.

Nationstar Mortgage LLC d/b/a Mr. Cooper v. Clifford Walsh, et al
Agreed Home Equity Foreclosure Order

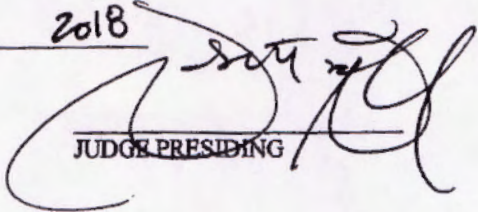
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CORYELL COUNTY
3:15 PM

JAN 19 2018

Janice M. Shroy
DISTRICT CLERK

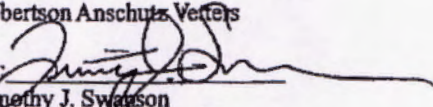
6. The material facts establishing a default under the terms of the note and the lien to be foreclosed are alleged in Petitioner's application and the supporting affidavit. Those facts are adopted by the court and incorporated by reference in this Order.
7. Based on the affidavit of the Petitioner, no Respondent subject to this order is protected from foreclosure by the Servicemembers Civil Act, 50 U.S.C. App. § 501 et seq.
8. Therefore, the Court grants Petitioner's Application under the Texas Rules of Civil Procedure 736.7 and 736.8. Petitioner may proceed with foreclosure of the property described above in accordance with applicable law and the loan agreement sought to be foreclosed.
9. That Respondents, Clifford Walsh, Mona Whitehead, and Julie Annette McCree, as the Heirs at Law of Marcella Annette Hughes, Deceased, shall have no personal liability for the note or lien which form the basis of this proceeding because they have no privity with the note or lien at issue or Nationstar Mortgage, LLC. Additionally, the Respondents are named in their representative capacity as the deceased's Heirs at Law only.
10. This Order is not subject to a motion for rehearing, new trial, bill of review or appeal. Any challenge to this Order must be made in a separate, original proceeding filed in accordance with Texas Rule of Civil Procedure 736.8.

SIGNED THIS 19 day of JAN. 2018


JUDGE PRESIDING

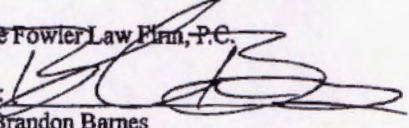
APPROVED AS TO FORM:

Robertson Anschutz Veters

By: 
Timothy J. Swanson
Texas Bar No. 24063665
Jeffrey B. Lewis
Texas Bar No. 12290000
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ATTORNEYS FOR PETITIONER

The Fowler Law Firm, P.C.

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ATTORNEY FOR RESPONDENTS,
Nationstar Mortgage LLC d/b/a Mr. Cooper v. Clifford Walsh, et al
Agreed Home Equity Foreclosure Order

CLIFFORD WALSH, MONA WHITEHEAD,
AND JULIE ANNETTE MCREE

Nationstar Mortgage LLC d/b/a Mt. Cooper v. Clifford Walsh, et al
Agreement of Equity Forclosure Order