

Citation (audio) rev 09/22/20

CAUSE NO: E20-018-4

DEUTSCHE BANK NATIONAL TRUST X
COMPANY, AS TRUSTEE FOR
AMERIQUEST MORTGAGE SECURITIES
INC., ASSET-BACKED PASS-THROUGH
CERTIFICATES, SERIES 2005-R10,
(PLAINTIFF)

IN THE JUSTICE COURT

VS.

X

PCT. 4, PLACE 2

LESLI ANDERS; JASON ANDERS, ALL X
OCCUPANTS OF 1205 CR 4730,
WINNSBORO, TX 75494
(DEFENDANT)

WOOD COUNTY, TEXAS

THE STATE OF TEXAS TO LESLI ANDERS 1205 CR 4730 WINNSBORO TX 75494,
DEFENDANT, in the hereinafter-styled and -numbered cause:

You have been sued. You may employ an attorney to help you in defending against this lawsuit, but you are not required to employ an attorney. You may file a written answer with the court before your scheduled trial. YOU AND/OR YOUR ATTORNEY ARE HEREBY ORDERED TO APPEAR FOR A AUDIO CONFERENCE TRIAL FOR EJECTION before Honorable Cindy S. Weems, Justice of the Peace in and for the above named Precinct and County, at the JUSTICE COURT located at 1001 East Coke Road, Winnsboro, Texas 75494 on

January 05, 2021, at 10:00 AM

There to answer the complaint of DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R10 in an action of Forcible Detainer (eviction), wherein Plaintiff(s) sues for restitution of the following property and premises: 1205 CR 4730 WINNSBORO, TX 75494, in Justice Court, Precinct Four, Wood County, Texas. This date is your trial date. For further information, consult Part V of the Texas Rules of Civil Procedure, which is available online and also at the court listed on this citation.

YOU MUST APPEAR FOR TRIAL BY AUDIO CONFERENCE. PURSUANT TO TEXAS SUPREME COURT EMERGENCY ORDERS REGARDING THE COVID-19 STATE OF DISASTER, PHYSICAL ATTENDANCE BY THE PARTIES OR WITNESSES WILL NOT BE ALLOWED IN THE COURTROOM.

JOIN AUDIO MEETING 5-10 MINUTES BEFORE 10:00 AM.

CALL 1-346-248-7799 on land line or Call 346-248-7799 on cell phone

AUDIO MEETING ID: 914-4226-5350

Follow voice instructions to enter “#” to be placed in a “waiting room” until Judge Weems enters the audio meeting.

**FAILURE TO APPEAR FOR TRIAL BY AUDIO CONFERENCE MAY
RESULT IN A DEFAULT JUDGMENT BEING ENTERED AGAINST YOU.**

**VIDEO AND/OR AUDIO RECORDINGS ARE STRICTLY PROHIBITED
UNLESS PERMISSIONS EXPRESSLY AND SPECIFICALLY HAVE BEEN
GRANTED BY THE COURT.**

**IMMEDIATELY CALL THE COURT AT 903-342-3079 IN THE EVENT YOU
HAVE DIFFICULTY CONNECTING TO THE AUDIO CONFERENCE AT
THE TIME OF THE HEARING.**

EVIDENCE

EVIDENCE YOU INTEND TO PRESENT MUST BE DELIVERED TO THE COURT OR E-MAILED TO jp4clerk@mywoodcounty.com AT LEAST 5 DAYS PRIOR TO THE HEARING. EACH PIECE OF EVIDENCE MUST BE NUMBERED BEGINNING WITH #1 BEFORE MAILING, SCANNING, OR EMAILING TO THE COURT AND TO THE OTHER PARTY. EVIDENCE THAT IS MAILED SHOULD BE SENT AS SOON AS POSSIBLE TO ARRIVE BEFORE THE HEARING DATE.

SUIT TO EVICT

THIS SUIT TO EVICT INVOLVES IMMEDIATE DEADLINES

A TENANT WHO IS SERVING ON ACTIVE MILITARY DUTY MAY HAVE SPECIAL RIGHTS OR RELIEF RELATED TO THIS SUIT UNDER FEDERAL LAW, INCLUDING THE SERVICEMEMBERS CIVIL RELIEF ACT (50 U.S.C. APP. SECTION 501 ET SEQ.) OR STATE LAW, INCLUDING SECTION 92.017, TEXAS PROPERTY CODE.

CALL THE STATE BAR OF TEXAS LAWYER REFERRAL & INFORMATION SERVICE (LRIS) TOLL-FREE AT 1-800-252-9690 OR 1-877-9TEXBAR IF YOU NEED HELP LOCATING AN ATTORNEY. IF YOU CANNOT AFFORD TO HIRE AN ATTORNEY, YOU MAY BE ELIGIBLE FOR FREE OR LOW-COST LEGAL ASSISTANCE.

DEMANDA DE DESALOJO

ESTA DEMANDA DE DESAHUCIO TIENE FECHAS LIMITES QUE ENTRAN EN VIGOR DE INMEDIATO. EL ARRENDATARIO (INQUILINO) QUE ESTE DESEMPEÑANDO SUS FUNCIONES EN EL SERVICIO MILITAR PUEDE TENER DERECHOS ESPECIALES O PROTECCION EN CONEXION CON ESTA DEMANDA CONFORME A LAS LEYES FEDERALES, INCLUIDA LA LEY DE PROTECCION PARA MIEMBROS DE LAS FUERZAS ARMADAS (SECCION 501 Y SIGUIENTES DEL APENDICE DEL CAP. 50 DEL CODIGO DE LOS ESTADOS UNIDOS) O

CONFORME A LAS LEYES ESTATALES, INCLUIDA LA SECCION 92.017 DEL CODIGO DE PROPIEDAD DE TEXAS.

PARA ASISTENCIA EN LOCALIZAR A ABOGADO COMUNIQUESE A LA ASOCIACION DE ABOGADOS DE TEXAS AL NUMERO GRATUITO 1-800-252-9690 OR 1-877-9TEXBAR EN CASO DE NO PODER PAGAR UN ABOGADO. TAL VEZ CALIFIQUE PARA ASISTENCIA LEGAL GRATUITA O BAJO-COSTO.

If you wish to file an answer, do so by filing with the Justice Court of Precinct No. 4, Place 2, of Wood County, Texas, in the City of Winnsboro, Texas, in the suit styled DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R10 vs. LESLI ANDERS; JASON ANDERS, Cause No. E20-018-4 on the docket of said court, filed on the 14th day of December, 2020. Upon timely request and payment of a jury fee of \$22.00 no later than three days before the appearance date stated above, the matter will be heard by a jury. For further information, consult Part V of the Texas Rules of Civil Procedure, which is available online and also at the court listed on this citation.

The plaintiff's attorney's name and address, or the plaintiff's address, if they have no attorney, is

MICHAEL W ZEINTZ


PARKWAY OFFICE CENTER SUITE 900

14160 N DALLAS PARKWAY

DALLAS TX 75254

ISSUED and SIGNED on this the 14th day of December, 2020





Hon. Cindy S. Weems
JUSTICE OF THE PEACE,
PCT. 4
WOOD COUNTY, TEXAS

Return rev 9/22/20

CAUSE NO: E20-018-4

RETURN (EVICTION CASE)

Having received the Citation in the above-styled and –numbered cause with the Eviction Petition attached on the _____ day of _____, 2020 at _____ M.,

I attempted service in the following manner:

DATES and MANNER OF ATTEMPTED SERVICE:

Date	Address	Manner of Service	Diligence/Cause of Failure

The Citation was **SERVED** on the _____ day of _____, 2020, at _____ M.,

☐ by **delivering** a copy of the Citation together with a copy of the Petition to: _____, the Defendant,

or

☐ by **leaving** a copy of the Citation together with a of the Petition with _____, a person over the age of 16 years, at Defendant's usual place of residence.

For ALTERNATIVE SERVICE authorized by Court Order:

☐ by delivering a copy of the Citation with a copy of the Petition attached to eh premises as follows:

(state manner of delivery to the premises) and also by depositing a copy of the Citation with a copy of the Petition attached in first class mail addressed to the Defendant at the premises.

RETURNED on this the _____ day of _____ 20 _____.

Scott Price
Constable
Served 12-15-20

Constable Scott Price

Wood County, Texas Precinct 4-2

**DECLARATION UNDER PENALTY OF PERJURY FOR THE CENTERS FOR DISEASE
CONTROL AND PREVENTION'S TEMPORARY HALT IN EVICTIONS TO PREVENT
FURTHER SPREAD OF COVID-19**

This declaration is for tenants, lessees, or residents of residential properties who are covered by the CDC's order temporarily halting residential evictions (not including foreclosures on home mortgages) to prevent the further spread of COVID-19. Under the CDC's order you must provide a copy of this declaration to your landlord, owner of the residential property where you live, or other person who has a right to have you evicted or removed from where you live. ***Each adult listed on the lease, rental agreement, or housing contract should complete this declaration.*** Unless the CDC order is extended, changed, or ended, the order prevents you from being evicted or removed from where you are living through December 31, 2020. You are still required to pay rent and follow all the other terms of your lease and rules of the place where you live. You may also still be evicted for reasons other than not paying rent or making a housing payment.

This declaration is sworn testimony, meaning that you can be prosecuted, go to jail, or pay a fine if you lie, mislead, or omit important information. I certify under penalty of perjury, pursuant to 28 U.S.C. 1746, that the following are true and correct:

- I have used best efforts to obtain all available government assistance for rent or housing;
- I either expect to earn no more than \$99,000 in annual income for Calendar Year 2020 (or no more than \$198,000 if filing a joint tax return), was not required to report any income in 2019 to the I.R.S., or received an Economic Impact Payment (stimulus check) pursuant to Section 2201 of the CARES Act;
- I am unable to pay my full rent or make a full housing payment due to substantial loss of household income, loss of compensable hours of work or wages, lay-offs, or extraordinary out-of-pocket medical expenses;
- I am using best efforts to make timely partial payments that are as close to the full payment as the individual's circumstances may permit, taking into account other nondiscretionary expenses;
- If evicted I would likely become homeless, need to move into a homeless shelter, or need to move into a new residence shared by other people who live in close quarters because I have no other available housing options.
- I understand that I must still pay rent or make a housing payment, and comply with other obligations that I may have under my tenancy, lease agreement, or similar contract. I further understand that fees, penalties, or interest for not paying rent or making a housing payment on time as required by my tenancy, lease agreement, or similar contract may still be charged or collected.
- I further understand that at the end of this temporary halt on evictions on December 31, 2020, my housing provider may require payment in full for all payments not made prior to and during the temporary halt and failure to pay may make me subject to eviction pursuant to State and local laws. I understand that any false or misleading statements or omissions may result in criminal and civil actions for fines, penalties, damages, or imprisonment.

Signature of Declarant

Date

CARES Act

Public Law 116-136

SEC. 4023. FORBEARANCE OF RESIDENTIAL MORTGAGE LOAN PAYMENTS FOR MULTIFAMILY PROPERTIES WITH FEDERALLY BACKED LOANS.

(a) **IN GENERAL.**—During the covered period, a multifamily borrower with a Federally backed multifamily mortgage loan experiencing a financial hardship due, directly or indirectly, to the COVID-19 emergency may request a forbearance under the terms set forth in this section.

(b) **REQUEST FOR RELIEF.**—A multifamily borrower with a Federally backed multifamily mortgage loan that was current on its payments as of February 1, 2020, may submit an oral or written request for forbearance under subsection (a) to the borrower's servicer affirming that the multifamily borrower is experiencing a financial hardship during the COVID-19 emergency.

(c) **FORBEARANCE PERIOD.**—

(1) **IN GENERAL.**—Upon receipt of an oral or written request for forbearance from a multifamily borrower, a servicer shall—

(A) document the financial hardship;

(B) provide the forbearance for up to 30 days; and

(C) extend the forbearance for up to 2 additional 30 day periods upon the request of the borrower provided that, the borrower's request for an extension is made during the covered period, and, at least 15 days prior to the end of the forbearance period described under subparagraph (B).

(2) **RIGHT TO DISCONTINUE.**—A multifamily borrower shall have the option to discontinue the forbearance at any time.

(d) **RENTER PROTECTIONS DURING FORBEARANCE PERIOD.**—A multifamily borrower that receives a forbearance under this section may not, for the duration of the forbearance—

(1) evict or initiate the eviction of a tenant from a dwelling unit located in or on the applicable property solely for nonpayment of rent or other fees or charges; or

(2) charge any late fees, penalties, or other charges to a tenant described in paragraph (1) for late payment of rent.

(e) **NOTICE.**—A multifamily borrower that receives a forbearance under this section—

(1) may not require a tenant to vacate a dwelling unit located in or on the applicable property before the date that is 30 days after the date on which the borrower provides the tenant with a notice to vacate; and

(2) may not issue a notice to vacate under paragraph (1) until after the expiration of the forbearance.

(f) **DEFINITIONS.**—In this section:

(1) **APPLICABLE PROPERTY.**—The term “applicable property”, with respect to a Federally backed multifamily mortgage loan, means the residential multifamily property against which the mortgage loan is secured by a lien.

(2) **FEDERALLY BACKED MULTIFAMILY MORTGAGE LOAN.**—The term “Federally backed multifamily mortgage loan” includes any loan (other than temporary financing such as a construction loan) that—

(A) is secured by a first or subordinate lien on residential multifamily real property designed principally for the occupancy of 5 or more families, including any such secured loan, the proceeds of which are used to prepay or pay off an existing loan secured by the same property; and

(B) is made in whole or in part, or insured, guaranteed, supplemented, or assisted in any way, by any officer or agency of the Federal Government or under or in connection with a housing or urban development program administered by the Secretary of Housing and Urban Development or a housing or related program administered by any other such officer or agency, or is purchased or securitized by the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association.

(3) **MULTIFAMILY BORROWER.**—the term “multifamily borrower” means a borrower of a residential mortgage loan that is secured by a lien against a property comprising 5 or more dwelling units.

(4) **COVID-19 EMERGENCY.**—The term “COVID-19 emergency” means the national emergency concerning the novel coronavirus disease (COVID-19) outbreak declared by the President on March 13, 2020 under the National Emergencies Act (50 U.S.C. 1601 et seq.).

(5) **COVERED PERIOD.**—The term “covered period” means the period beginning on the date of enactment of this Act and ending on the sooner of—

(A) the termination date of the national emergency concerning the novel coronavirus disease (COVID-19) outbreak declared by the President on March 13, 2020 under the National Emergencies Act (50 U.S.C. 1601 et seq.); or


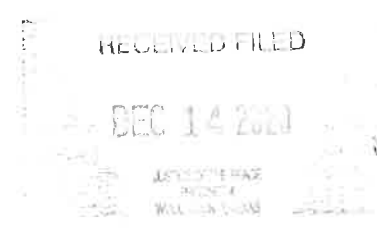
(B) December 31, 2020.

JUSTICE COURT CIVIL CASE INFORMATION SHEET (4/13)

CAUSE NUMBER (FOR CLERK USE ONLY): E20-018-4

STYLED DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R10 v. LESLI ANDERS and JASON ANDERS and ALL OCCUPANTS

A civil case information sheet must be completed and submitted when an original petition is filed to initiate a new suit. The information should be the best available at the time of filing. This sheet, required by Rule of Civil Procedure 502, is intended to collect information that will be used for statistical purposes only. It neither replaces nor supplements the filings or service of pleading or other documents as required by law or rule. The sheet does not constitute a discovery request, response, or supplementation, and it is not admissible at trial.

1. Contact information for person completing case information sheet: <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> Name: <u>Michael W. Zientz</u> </div> <div style="width: 45%;"> Telephone: <u>(214) 635-2650</u> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> Address: <u>Parkway Office Center, Suite 900</u> <u>14160 Dallas Parkway</u> </div> <div style="width: 45%;"> Fax: <u>(214) 635-2686</u> </div> </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="width: 45%;"> City/State/Zip: <u>Dallas, TX 75254</u> </div> <div style="width: 45%;"> State Bar No: <u>24003232</u> </div> </div> <div style="margin-top: 10px;"> Email: <u>mzientz@mwzmlaw.com</u> </div> <div style="margin-top: 10px;"> Signature: <u>/s/ </u> </div>	2. Names of parties in case: <div style="margin-top: 10px;"> Plaintiff(s): DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R10 </div> <div style="text-align: center; margin: 10px 0;">  </div> <div style="margin-top: 10px;"> Defendant(s): LESLI ANDERS and JASON ANDERS and ALL OCCUPANTS OF1205 Cr 4730, Winnsboro, TX 75494 </div>
3. Indicate case type, or identify the most important issue in the case (select only 1):	
<input type="checkbox"/> Debt Claim: A debt claim case is a lawsuit brought to recover a debt by an assignee of a claim, a debt collector or collection agency, a financial institution, or a person or entity primarily engaged in the business of lending money at interest. The claim can be for no more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.	<input checked="" type="checkbox"/> Eviction: An eviction case is a lawsuit brought to recover possession of real property, often by a landlord against a tenant. A claim for rent may be joined with an eviction case if the amount of rent due and unpaid is not more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.
<input type="checkbox"/> Repair and Remedy: A repair and remedy case is a lawsuit filed by a residential tenant under Chapter 92, Subchapter B of the Texas Property Code to enforce the landlord's duty to repair or remedy a condition materially affecting the physical health or safety of an ordinary tenant. The relief sought can be for no more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.	<input type="checkbox"/> Small Claims: A small claims case is a lawsuit brought for the recovery of money damages, civil penalties, personal property, or other relief allowed by law. The claim can be for no more than \$10,000, excluding statutory interest and court costs but including attorney fees, if any.

CAUSE NO.

v.

Defendant(s)

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WOOD COUNTY, TEXAS

DEC 14 2020

JUSTICE OF THE PEACE
PRECINCT 4
WOOD COUNTY, TEXAS

20-000047-671-1

this proceeding, Plaintiff is the mortgagee, as “mortgagee” is defined in TEX. PROP. CODE § 51.0001(4).

Defendant(s), LESLI ANDERS AND JASON ANDERS and ALL OCCUPANT may be served with process at 1205 Cr 4730, Winnsboro, TX 75494.

Defendants(s) and all occupants of 1205 Cr 4730, Winnsboro, TX 75494 are residents of this County. Pursuant to Rule 510.4 of the Texas Rules of Civil Procedure, the undersigned verifies that such address is the sole home or work address of these Defendant(s), which is known to the person filing this petition, and that to the best of his or her knowledge, such person knows of no other home or work address of the Defendant(s) in the County where the property is located.

II.

2. Defendant(s) are currently in possession of the real property described as follows:
SEE EXHIBIT "A"

3. The Property is situated within the jurisdiction of Wood County and is herein referred to as the “Property”. The premises is not a “covered dwelling” subject to Section 4024 of the CARES Act. The Plaintiff is not a multifamily borrower under forbearance subject to Section 4023 of the CARES Act. Because the property is not a covered dwelling and the Plaintiff is not a multifamily borrower under forbearance under the CARES Act a 30 day notice is not required. Finally, the Defendant has not provided Plaintiff with a declaration under the Centers for Disease Control and Prevention’s agency order.

III.

4. Plaintiff is the owner of the Property pursuant to a Trustee’s Deed or Substitute Trustee’s Deed, recorded in the Real Property Records of Wood County. Plaintiff is not a “multifamily borrower” under forbearance subject to Section 4023 of the CARES Act, and Plaintiff is not seeking to recover possession based on nonpayment of rent.

IV.

5. In accordance with Sections 24.005 and 24.006 of the Texas Property Code, on 09/30/2020 written demand by certified mail/return receipt requested and First Class Mail was made upon Defendant(s) to vacate the premises located on the Property. Defendant(s) have failed to honor Plaintiff's demand for possession and have refused to vacate the premises. Plaintiff has not provided Defendants with 30 days' notice to vacate as the underlying loan was not federally backed and is therefore excluded from Sections 4024(c) and 4023(e) of the CARES Act.

V.

6. Pursuant to Section 24.002 of the Texas Property Code, Defendant(s) have committed a forcible detainer.

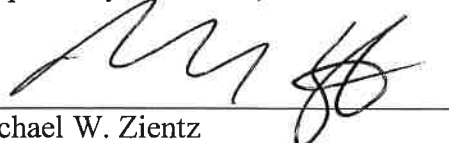
VI.

7. As a result of Defendant(s)' forcible detainer, Defendant(s) have been in wrongful possession of the property since the date of a foreclosure sale.

8. All conditions precedent have been performed or have occurred as required by TEX. R. CIV. P. 54.

WHEREFORE, PREMISES CONSIDERED, Plaintiff prays that upon final hearing hereof judgment be entered in favor of Plaintiff for: (1) possession of the Property; (2) a writ of possession for the Property; (3) costs of suit for this action; and (4) such other and further relief, general or special, at law or in equity, to which it may show itself to be justly entitled.

Respectfully submitted,



Michael W. Zientz
Attorney, State Bar No. 24003232
Mackie Wolf Zientz & Mann, P.C.
Parkway Office Center, Suite 900
14160 Dallas Parkway
Dallas, Texas 75254
Phone: (214) 635-2650
Facsimile: (214) 635-2686

CAUSE NO. E20-018-4

DEUTSCHE BANK NATIONAL
TRUST COMPANY, AS TRUSTEE
FOR AMERIQUEST MORTGAGE
SECURITIES INC., ASSET-
BACKED PASS-THROUGH
CERTIFICATES, SERIES 2005-R10
Plaintiff

v.

LESLI ANDERS and JASON
ANDERS and ALL OCCUPANTS of
1205 Cr 4730, Winnsboro, TX 75494
Defendant(s)

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IN THE JUSTICE COURT

PRECINCT 4

WOOD COUNTY, TEXAS

RECEIVED FILED

DEC 14 2020

JUSTICE OF THE PEACE
PRECINCT 4
WOOD COUNTY, TEXAS


CERTIFICATE OF LAST KNOWN ADDRESS

Pursuant to Tex. R. Civ. P. 239a, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R10 ("Plaintiff"), its successors and assigns, by and through its undersigned counsel, hereby certifies that the last known address(es) for Defendant(s) are as follows:

Jason Anders
1205 Cr 4730, Winnsboro, TX 75494
Lesli Anders
1205 Cr 4730, Winnsboro, TX 75494

Respectfully submitted,

Date of Execution: December 1, 2020


Michael W. Zientz
Attorney, State Bar No. 24003232
Mackie Wolf Zientz & Mann, P.C.
Parkway Office Center, Suite 900
14160 Dallas Parkway
Dallas, Texas 75254
Phone: (214) 635-2650
Facsimile: (214) 635-2686

CAUSE NO. E20-018-4

DEUTSCHE BANK NATIONAL
TRUST COMPANY, AS TRUSTEE
FOR AMERIQUEST MORTGAGE
SECURITIES INC., ASSET-
BACKED PASS-THROUGH
CERTIFICATES, SERIES 2005-R10
Plaintiff

v.

Jason Anders and
Lesli Anders and ALL
OCCUPANTS of 1205 Cr 4730,
Winnsboro, TX 75494
Defendant(s)

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IN THE JUSTICE COURT

PRECINCT 4

WOOD COUNTY, TEXAS

RECEIVED FILED

DEC 14 2020

JUSTICE OF THE PEACE
PRECINCT 4
WOOD COUNTY, TEXAS

PLAINTIFF'S SERVICEMEMBER'S AFFIDAVIT

Before me, the undersigned notary, on this day personally appeared Michael W. Zientz, a person whose identity is known to me. After I administered the oath, upon that oath, he said:

"My name is Michael W. Zientz, I am capable of making this affidavit. I understand that if I make or use a military status affidavit, knowing it to be false, I may be fined, imprisoned for not more than one year, or both. See 50 U.S. C. app. Section 521 (c). The facts stated in this affidavit are within my personal knowledge and are true and correct.

Defendant Lesli Anders and Defendant Jason Anders are not in the military. In Support, attached are the papers showing military status from the Department of Defense Manpower data center database.

The unknown Occupant(s) Social Security Number is not available because he/she is not the borrower(s) on the loan, and thus, Mackie Wolf Zientz & Mann, P.C. is unable to determine whether or not that Defendant(s) is in the military service.

Date of Execution: December 1, 2020



Michael W. Zientz
Attorney, State Bar No. 24003232
Mackie Wolf Zientz & Mann, P.C.
Parkway Office Center, Suite 900
14160 Dallas Parkway
Dallas, Texas 75254
Phone: (214) 635-2650
Facsimile: (214) 635-2686

SWORN TO AND SUBSCRIBED before me by Michael W. Zientz on this day 1st day of December, 2020.



Notary Public in and for
the State of Texas

**Status Report
Pursuant to Servicemembers Civil Relief Act**

SSN: XXX-XX-2308
Birth Date:
Last Name: ANDERS
First Name: JASON
Middle Name:
Status As Of: Dec-01-2020
Certificate ID: 6FDXWF3MR3NXM1L

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

Coverage Under the SCRA is Broader in Some Cases

Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

**Status Report**
Pursuant to Servicemembers Civil Relief Act

SSN: XXX-XX-0048
Birth Date:
Last Name: ANDERS
First Name: LESLI
Middle Name:
Status As Of: Dec-01-2020
Certificate ID: C1KQ191QTGSQ5HY

On Active Duty On Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects the individual's active duty status based on the Active Duty Status Date			

Left Active Duty Within 367 Days of Active Duty Status Date			
Active Duty Start Date	Active Duty End Date	Status	Service Component
NA	NA	No	NA
This response reflects where the individual left active duty status within 367 days preceding the Active Duty Status Date			

The Member or His/Her Unit Was Notified of a Future Call-Up to Active Duty on Active Duty Status Date			
Order Notification Start Date	Order Notification End Date	Status	Service Component
NA	NA	No	NA
This response reflects whether the individual or his/her unit has received early notification to report for active duty			

Upon searching the data banks of the Department of Defense Manpower Data Center, based on the information that you provided, the above is the status of the individual on the active duty status date as to all branches of the Uniformed Services (Army, Navy, Marine Corps, Air Force, NOAA, Public Health, and Coast Guard). This status includes information on a Servicemember or his/her unit receiving notification of future orders to report for Active Duty.

Michael V. Sorrento, Director
Department of Defense - Manpower Data Center
400 Gigling Rd.
Seaside, CA 93955

The Defense Manpower Data Center (DMDC) is an organization of the Department of Defense (DoD) that maintains the Defense Enrollment and Eligibility Reporting System (DEERS) database which is the official source of data on eligibility for military medical care and other eligibility systems.

The DoD strongly supports the enforcement of the Servicemembers Civil Relief Act (50 USC App. ? 501 et seq, as amended) (SCRA) (formerly known as the Soldiers' and Sailors' Civil Relief Act of 1940). DMDC has issued hundreds of thousands of "does not possess any information indicating that the individual is currently on active duty" responses, and has experienced only a small error rate. In the event the individual referenced above, or any family member, friend, or representative asserts in any manner that the individual was on active duty for the active duty status date, or is otherwise entitled to the protections of the SCRA, you are strongly encouraged to obtain further verification of the person's status by contacting that person's Service. Service contact information can be found on the SCRA website's FAQ page (Q33) via this URL: <https://scra.dmdc.osd.mil/faq.xhtml#Q33>. If you have evidence the person was on active duty for the active duty status date and you fail to obtain this additional Service verification, punitive provisions of the SCRA may be invoked against you. See 50 USC App. ? 521(c).

This response reflects the following information: (1) The individual's Active Duty status on the Active Duty Status Date (2) Whether the individual left Active Duty status within 367 days preceding the Active Duty Status Date (3) Whether the individual or his/her unit received early notification to report for active duty on the Active Duty Status Date.

More information on "Active Duty Status"

Active duty status as reported in this certificate is defined in accordance with 10 USC ? 101(d) (1). Prior to 2010 only some of the active duty periods less than 30 consecutive days in length were available. In the case of a member of the National Guard, this includes service under a call to active service authorized by the President or the Secretary of Defense under 32 USC ? 502(f) for purposes of responding to a national emergency declared by the President and supported by Federal funds. All Active Guard Reserve (AGR) members must be assigned against an authorized mobilization position in the unit they support. This includes Navy Training and Administration of the Reserves (TARs), Marine Corps Active Reserve (ARs) and Coast Guard Reserve Program Administrator (RPAs). Active Duty status also applies to a Uniformed Service member who is an active duty commissioned officer of the U.S. Public Health Service or the National Oceanic and Atmospheric Administration (NOAA Commissioned Corps).

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Coverage under the SCRA is broader in some cases and includes some categories of persons on active duty for purposes of the SCRA who would not be reported as on Active Duty under this certificate. SCRA protections are for Title 10 and Title 14 active duty records for all the Uniformed Services periods. Title 32 periods of Active Duty are not covered by SCRA, as defined in accordance with 10 USC ? 101(d)(1).

Many times orders are amended to extend the period of active duty, which would extend SCRA protections. Persons seeking to rely on this website certification should check to make sure the orders on which SCRA protections are based have not been amended to extend the inclusive dates of service. Furthermore, some protections of the SCRA may extend to persons who have received orders to report for active duty or to be inducted, but who have not actually begun active duty or actually reported for induction. The Last Date on Active Duty entry is important because a number of protections of the SCRA extend beyond the last dates of active duty.

Those who could rely on this certificate are urged to seek qualified legal counsel to ensure that all rights guaranteed to Service members under the SCRA are protected

WARNING: This certificate was provided based on a last name, SSN/date of birth, and active duty status date provided by the requester. Providing erroneous information will cause an erroneous certificate to be provided.

AFFIDAVIT

STATE OF TEXAS §
COUNTY OF DALLAS §

BEFORE ME, the undersigned authority, on this day personally appeared the undersigned, who, by me being first duly placed upon his oath, did state:

“My name is Michael W. Zientz, I am an attorney for Plaintiff in this eviction matter and as such, I am authorized to make this Affidavit on their behalf.

I have read the foregoing Complaint for Forcible Detainer and the facts stated therein are within my personal knowledge and are true and correct.


The facts contained in this affidavit are within my personal knowledge and are true and correct.

On 09/30/2020 the attached notices to vacate were mailed to the respective addresses.

The records attached to this Petition and Affidavit are true and correct copies of Plaintiff's business records, and were kept by Plaintiff or its agents and representatives in the regular course of business. It was in the regular course of business of Plaintiff for an employee, agent or representative of Plaintiff with knowledge of the act, event, condition or opinion recorded to make the record or to transmit the information included in such record and the records were made at or near the time indicated, or reasonably soon thereafter. The documents attached to the Petition are incorporated by reference and made a part of this Affidavit for all purposes and contains 21 pages.

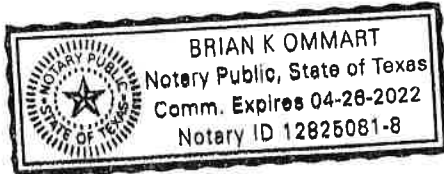
Further, this Affiant sayeth not.”


Date of Execution: December 1, 2020



Michael W. Zientz
Attorney, State Bar No. 24003232
Mackie Wolf Zientz & Mann, P.C.
Parkway Office Center, Suite 900
14160 Dallas Parkway
Dallas, Texas 75254
Phone: (214) 635-2650
Facsimile: (214) 635-2686

SUBSCRIBED AND SWORN TO on this 1st day of December, 2020.





Notary Public in and for the
State of Texas

DO NOT REMOVE THIS PAGE – IT IS A PART OF THIS INSTRUMENT

SUB TRUSTEE DEED

6 Pages

Parties: WORLEY TERRI SUB TRUSTEE ETAL

to

DEUTSCHE BANK NATIONAL TRUST COMPANY TRUSTEE ETAL

FILED AND RECORDED – REAL RECORDS	CLERKS NOTES
On: 12/13/2010 at 10:02 AM	
Document Number: <u>2010-00016179</u>	
Receipt No: <u>179734</u>	
Amount: \$ <u>32.00</u>	
Brenda Taylor, County Clerk Wood County, Texas	



STATE OF TEXAS
COUNTY OF WOOD

I hereby certify that this instrument was filed on the date and time stamped hereon by me
and was duly recorded in the named records of Wood County, Texas.

Brenda Taylor, County Clerk

Recorded By: Dachelle Haggerty, Deputy

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED
REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER
FEDERAL LAW.

Record and Return To:

HUGHES WATTERS & ASKANASE LLP
333 CLAY STE 2900

HOUSTON, TX 77002



SUBSTITUTE TRUSTEE'S DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF WOOD

WHEREAS, by a certain Texas Home Equity Security Instrument (First Lien), dated September 09, 2005, recorded in the office of the County Clerk in Volume 2110, Page 141, Wood County, Texas; JASON ANDERS and LESLI ANDERS, Grantor(s), conveyed to AMERIQUEST MORTGAGE COMPANY, Trustee(s), certain property hereinafter described, for the purpose of securing and enforcing payment of a certain Texas Home Equity Adjustable Rate Note (Libor Index (As Published in The Wall Street Journal) - Rate Caps) (Cash Out - First Lien) described in said Texas Home Equity Security Instrument (First Lien), of even date therewith and in the original principal sum of \$67,875.00;

WHEREAS, an Order to Proceed with Notice of Foreclosure Sale and Foreclosure Sale was entered on October 19, 2010, under Cause No. 2010-514, in the 402nd Judicial District Court of Wood County, Texas;

WHEREAS, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R10, the holder of said Texas Home Equity Adjustable Rate Note (Libor Index (As Published in The Wall Street Journal) - Rate Caps) (Cash Out - First Lien) and Texas Home Equity Security Instrument (First Lien), as authorized by and provided in said Texas Home Equity Security Instrument (First Lien), appointed the undersigned to serve as Substitute Trustee(s) and to enforce the trust, the said JASON ANDERS and/or LESLI ANDERS, having made default in the payment of said Texas Home Equity Adjustable Rate Note (Libor Index (As Published in The Wall Street Journal) - Rate Caps) (Cash Out - First Lien) according to the terms, tenor and effect thereof; and

WHEREAS, I/we, ~~TERRI WORLEY or CAROL HAMPTON or CAROLYN A. TAYLOR~~, as Substitute Trustee(s), did on the 7th day of December, 2010, between the hours of 10:00 a.m. and 1:00 p.m., after having posted written notice of the time, place and terms of a public sale of the hereinafter described property, which written notice was posted at the courthouse door of Wood County, Texas, the county in which said real estate is situated, and which said notice was posted for at least twenty-one (21) days preceding the date of the sale, sell the hereinafter described property at public venue, at the front door, being on the East side, of the County Courthouse of Quitman, Wood County, Texas, or any other area designated by the Commissioners Court of such County, pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place, to DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R10, the Grantee(s) herein, being the highest bidder, for the sum of \$46,500.00; and

WHEREAS, from the affidavit hereto attached as Exhibit 'B' and made a part hereof, it appears that the beneficiary (holder of the indebtedness above described) served notice of such Substitute Trustee's Sale by certified mail at least twenty-one (21) days preceding the date of sale on each debtor obligated to pay such indebtedness according to the records of the beneficiary and as required by law; and

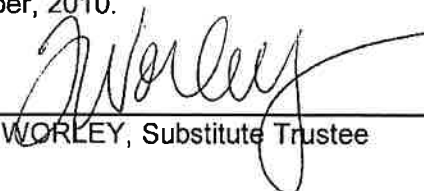
WHEREAS, all prerequisites required by law and/or by said Texas Home Equity Security Instrument (First Lien) have been duly satisfied by the beneficiary therein and by said Substitute Trustee(s):

NOW, THEREFORE, in consideration of the premises and of the payment to me of the sum of \$46,500.00, by the said Grantee(s), I/we, TERRI WORLEY or CAROL HAMPTON or CAROLYN A. TAYLOR, as Substitute Trustee(s), by virtue of the authority conferred upon me/us in said Texas Home Equity Security Instrument (First Lien), have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said Grantee(s) and the Grantee(s) heirs, successors, administrators, executors and assigns, all of the following described property situated in Wood County, Texas:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES;

TO HAVE AND TO HOLD the above described premises and property, together with the rights, privileges and appurtenances thereto belonging, unto the said Grantee(s) and the Grantee(s) heirs, successors, administrators, executors and assigns, forever; and I/we, TERRI WORLEY or CAROL HAMPTON or CAROLYN A. TAYLOR, as said Substitute Trustee(s), do hereby bind the said JASON ANDERS and/or LESLI ANDERS, the Debtor(s) and the Debtor(s) heirs, successors, administrators, executors and assigns, to warrant and forever defend the said premises unto the said Grantee(s) and the Grantee(s) heirs, successors, administrators, executors and assigns forever, against the claim or claims of all persons claiming or to claim the same or any part thereof.

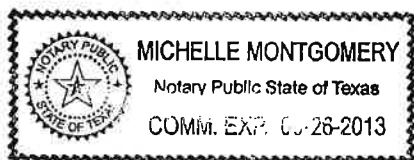
EXECUTED to be effective the 7th day of December, 2010.


TERRI WORLEY, Substitute Trustee

STATE OF TEXAS

Gregg
COUNTY OF WOOD

Before me, the undersigned authority, on this 8th day of December, 2010, personally appeared TERRI WORLEY, known to me to be the person(s) whose name is/are subscribed to the foregoing instrument, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.



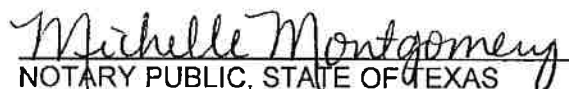

NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"

All that certain tract or parcel of land situated in the County of Wood, State of Texas, being a portion of the John Gragg Survey, Abstract No. 26, and being a portion of that called 50.5 acre tract described in Receiver's Deed from Bob Lemick, Receiver to Jimmy L. Asbill and wife, Betty Ann Asbill recorded in Volume 689, Page 511 of the Deed Records of said County, and being a re-survey of that called 1.00 acre tract conveyed by Jimmy L. Asbill and wife, Betty Ann Asbill to Jerry Don Asbill and wife, Mary A. Asbill recorded in Volume 1132, Page 361 of the Real Property Records of said County, and bounded as follows:

BEGINNING at a 3/8-inch diameter steel spike set for corner near the centerline of Wood County Road No. 4730, and at the Southeast corner of the above-mentioned 50.5 acre tract, same being the Southwest corner of a called 106 acre tract conveyed by H. L. Osborn and, Una Osborn to J. C. Weems recorded in Volume 60, Page 284 of the Deed Records of said County, a 1-inch steel pipe found for reference corner lies North 1 deg. 30' 00" East, 32.24 feet;

THENCE North 85 deg. 54' 16" West along said County Road and with the South Boundary line of the 50.5 acre tract, 150.51 feet to a 3/8-inch diameter steel spike set for corner from which a 3/4-inch steel rod found for a reference corner lies North 1 deg. 34' 59" East, 31.72 feet;

THENCE North 1 deg. 34' 59" East, 290.69 feet to a 1-inch steel pipe found for corner;

THENCE South 85 deg. 53' 48" East, 150.09 feet to a 1-inch steel pipe found for corner in the East boundary line of the 50.5 acre tract and being in the West boundary line of the 106 acre Weems, tract;

THENCE South 1 deg. 30' 00" West along a fence line and along said common boundary line, 290.69 feet to the PLACE OF BEGINNING, and containing 1.00 acre of land.

AFFIDAVIT OF POSTING/FILING NOTICE OF SALE

STATE OF TEXAS


COUNTY OF ^{Gregg} WOOD

The undersigned, having knowledge of the matters hereinafter set forth, after being duly sworn, deposes and states under oath, as follows:

"On behalf of the holder of the indebtedness secured by a Texas Home Equity Security Instrument (First Lien), dated September 09, 2005, executed by JASON ANDERS and LESLI ANDERS to AMERIQUEST MORTGAGE COMPANY, Trustee(s) and recorded in the office of the County Clerk in Volume 2110, Page 141, Wood County, Texas; at least twenty-one (21) days preceding the date of the sale made by TERRI WORLEY, Substitute Trustee on the 7th day of December, 2010, between the hours of 10:00 a.m. and 1:00 p.m.;

(i) Written notice of the proposed sale, designating the County in which the property securing the above Deed of Trust will be sold, was posted ("Notice of Sale") at the courthouse door of each County in which the property securing the above Deed of Trust is located, or as otherwise designated by the County Commissioners; and

(ii) A copy of said Notice of Sale was filed in the office of the County Clerk of the County in which the sale was made."

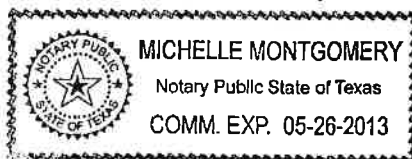

TERRI WORLEY, Substitute Trustee

SUBSCRIBED AND SWORN TO before me on this 8th day of December, 2010.


NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS

COUNTY OF ^{Gregg} WOOD



This instrument was acknowledged before me on this 8th day of December, 2010, by TERRI WORLEY.


NOTARY PUBLIC, STATE OF TEXAS

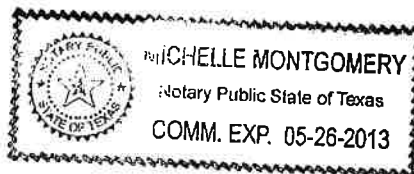


EXHIBIT 'B'

AFFIDAVIT

STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, personally appeared the undersigned affiant, who, after being duly sworn, deposes and states under oath as follows:

- (a) I am above the age of eighteen (18) years and am competent to make this affidavit and knowledgeable of the statements made in this affidavit.
- (b) At the instructions of the holder of the indebtedness, or its agent, secured by a Texas Home Equity Security Instrument (First Lien), dated September 09, 2005, executed by JASON ANDERS and LESLI ANDERS, to AMERIQUEST MORTGAGE COMPANY, Trustee(s) and recorded in the office of the County Clerk in Volume 2110, Page 141, Wood County, Texas; and based upon the information provided by or on behalf of such holder or agent, the undersigned caused written notice of the proposed sale of the real property encumbered by said Deed of Trust scheduled for the 7th day of December, 2010, to be mailed by certified mail return receipt requested on each debtor obligated to pay the indebtedness secured by said Deed of Trust according to the records of such holder or agent at least twenty-one (21) days preceding the date of the scheduled sale. In addition the undersigned confirmed that an Order to Proceed with Notice of Foreclosure Sale and Foreclosure Sale was entered on October 19, 2010, under Cause No. 2010-514, in the 402nd Judicial District Court of Wood County, Texas;
- (c) To the best of the undersigned's knowledge and belief, the debtor(s), had not filed any bankruptcy proceedings, is/are alive and based upon information obtained from the U.S. Defense Manpower internet military website, it is my belief that such debtor(s) is/are not in the armed services of the United States of America on the date hereof or nine months prior hereto.



JANICE VESSELLA

STATE OF TEXAS

COUNTY OF HARRIS

SWORN TO and SUBSCRIBED before me this 8th day of December, 2010.



NOTARY PUBLIC, STATE OF TEXAS

TINA PAVLOCK

My Commission Expires December 2013.

GRANTEE(S) ADDRESS:

3 Ada

Irvine, California 92618

AFTER RECORDING RETURN TO:

Hughes, Watters & Askanase, L.L.P.

333 Clay, Suite 2900

Houston, Texas 77002

Attn: Foreclosure Department

Ref: 4001723024



FILED AND RECORDED Instrument# 2010-00016179
12/13/2010 10:02:51 AM Pages: 6
Brenda Taylor-County Clerk
By: dhaggerty, Wood County, TX

Mackie Wolf Zientz & Mann, P.C.
PO Box 9077
Temecula, CA 92589-9077

Send Correspondence to:
Mackie Wolf Zientz & Mann, P.C.
14160 North Dallas Parkway
Suite 900
Dallas, TX 75254



9314 7100 1170 1047 4700 29

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

RETURN RECEIPT REQUESTED

20200930-89



Jason Anders
1205 COUNTY ROAD 4730
WINNSBORO, TX 75494-6315



MACKIE WOLF ZIENTZ & MANN, P.C.

ATTORNEYS AT LAW

PHONE (214) 635-2650 FAX (214) 635-2686

PARKWAY OFFICE CENTER, SUITE 900

14160 DALLAS PARKWAY

DALLAS, TEXAS 75254

* PLEASE RESPOND TO DALLAS OFFICE

UNION PLAZA

124 WEST CAPITOL, SUITE 1560

LITTLE ROCK, ARKANSAS 72201

20-000047-671-1

September 30, 2020

VIA CERTIFIED MAIL/RRR

AND REGULAR MAIL

JASON ANDERS

1205 CR 4730

WINNSBORO, TX 75494

Re: Property Address: 1205 Cr 4730, Winnsboro, TX 75494

MWZ Case No.: 20-000047-671-1

3 Day Notice to Vacate Prior to Filing Unlawful Entry and Detainer - Residential

PLEASE TAKE NOTICE: Pursuant to the terms of the Deed of Trust that encumbered the above referenced property a foreclosure sale was held on 12/07/2010. Our client, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R10, was the purchaser at the foreclosure sale and based upon the Deed of Trust, you are hereby given this 3-Day Notice to Vacate. You must completely vacate the leased premises by 10/03/20.

Texas Property Code §24.005(b) provides in part:

If the occupant is a tenant at will or by sufferance, the landlord must give the tenant at least three days' written notice to vacate before the landlord files a forcible detainer suit.

If you fail to vacate by the above deadline, we will, on behalf of our client, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R10, file a Forcible Detainer lawsuit against you.

IF YOU ARE AN ACTIVE DUTY MEMBER OF THE UNITED STATES ARMED FORCES OR A DEPENDENT OF AN ACTIVE DUTY SERVICEMEMBER, YOU MAY BE ENTITLED TO RIGHTS AS PROVIDED IN THE SERVICEMEMBERS CIVIL RELIEF ACT (SCRA) (50 U.S.C. §3901 et seq.). IN SUCH CASE, YOU OR YOUR ATTORNEY SHOULD CONTACT THIS LAW FIRM AND PROVIDE PROOF OF MILITARY SERVICE IMMEDIATELY SO THAT THIS FIRM CAN DETERMINE IF YOU FALL UNDER THE PROTECTION OF THE ACT. PLEASE CONTACT OUR OFFICE AT (214) 635-2650.



THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW AND IN NO WAY IMPAIRS ANY OF THE OTHER REMEDIES OR RIGHTS OF THE OWNER, EITHER UNDER THE DEED OF TRUST OR UNDER APPLICABLE LAW.

If you are interested in Cash for Keys, please call our offices at (214) 635-2650.

If you have any questions, please call our offices at (214) 635-2650.

Issued on September 30, 2020.



Mackie Wolf Zientz & Mann, P.C.



Public Law 111-22, (May 20, 2009)
TITLE VII--PROTECTING TENANTS AT FORECLOSURE ACT (PTFA)¹

SEC. 701. SHORT TITLE.

This title may be cited as the 'Protecting Tenants at Foreclosure Act of 2009'.

SEC. 702. EFFECT OF FORECLOSURE ON PREEXISTING TENANCY.

(a) In General- In the case of any foreclosure on a federally-related mortgage loan or on any dwelling or residential real property after the date of enactment of this title, any immediate successor in interest in such property pursuant to the foreclosure shall assume such interest subject to--

(1) the provision, by such successor in interest of a notice to vacate to any bona fide tenant at least 90 days before the effective date of such notice; and

(2) the rights of any bona fide tenant--

(A) under any bona fide lease entered into before the notice of foreclosure to occupy the premises until the end of the remaining term of the lease, except that a successor in interest may terminate a lease effective on the date of sale of the unit to a purchaser who will occupy the unit as a primary residence, subject to the receipt by the tenant of the 90 day notice under paragraph (1); or

(B) without a lease or with a lease terminable at will under State law, subject to the receipt by the tenant of the 90 day notice under subsection (1),

except that nothing under this section shall affect the requirements for termination of any Federal- or State-subsidized tenancy or of any State or local law that provides longer time periods or other additional protections for tenants.

(b) Bona Fide Lease or Tenancy- For purposes of this section, a lease or tenancy shall be considered bona fide only if--

(1) the mortgagor or the child, spouse, or parent of the mortgagor under the contract is not the tenant;

(2) the lease or tenancy was the result of an arms-length transaction; and

(3) the lease or tenancy requires the receipt of rent that is not substantially less than fair market rent for the property or the unit's rent is reduced or subsidized due to a Federal, State, or local subsidy.

(c) Definition- For purposes of this section, the term 'federally-related mortgage loan' has the same meaning as in section 3 of the Real Estate Settlement Procedures Act of 1974 (12 U.S.C. 2602). For purposes of this section, the date of a notice of foreclosure shall be deemed to be the date on which complete title to a property is transferred to a successor entity or person as a result of an order of a court or pursuant to provisions in a mortgage, deed of trust, or security deed.

¹ The PTFA was clarified and extended in section 1484 of P.L. 111-203 (July 21, 2010).



SEC. 703. EFFECT OF FORECLOSURE ON SECTION 8 TENANCIES.

Section 8(o)(7) of the United States Housing Act of 1937 (42 U.S.C. 1437f(o)(7)) is amended--

(1) by inserting before the semicolon in sub paragraph (C) the following: 'and in the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease vacating the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner--

(i) will occupy the unit as a primary residence; and

(ii) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice.'; and

(2) by inserting at the end of sub paragraph (F) the following: 'In the case of any foreclosure on any federally-related mortgage loan (as that term is defined in section 3 of the Real Estate Settlement Procedures Act of 1974 (12 U.S.C. 2602)) or on any residential real property in which a recipient of assistance under this subsection resides, the immediate successor in interest in such property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the housing assistance payments contract between the prior owner and the public housing agency for the occupied unit, except that this provision and the provisions related to foreclosure in sub paragraph (C) shall not shall not affect any State or local law that provides longer time periods or other additional protections for tenants.

123 STAT. 1632, 1660



Mackie Wolf Zientz & Mann, P.C.
PO Box 9077
Temecula, CA 92589-9077



9314 7100 1170 1047 4700 36

PRESORT
First-Class Mail
U.S. Postage and
Fees Paid
WSO

Send Correspondence to:
Mackie Wolf Zientz & Mann, P.C.
14160 North Dallas Parkway
Suite 900
Dallas, TX 75254

RETURN RECEIPT REQUESTED

20200930-89



Lesli Anders
1205 COUNTY ROAD 4730
WINNSBORO, TX 75494-6315



1-NOV

MACKIE WOLF ZIENTZ & MANN, P.C.

ATTORNEYS AT LAW

PHONE (214) 635-2650 FAX (214) 635-2686

PARKWAY OFFICE CENTER, SUITE 900
14160 DALLAS PARKWAY
DALLAS, TEXAS 75254

* PLEASE RESPOND TO DALLAS OFFICE

UNION PLAZA
124 WEST CAPITOL, SUITE 1560
LITTLE ROCK, ARKANSAS 72201

20-000047-671-1
September 30, 2020
VIA CERTIFIED MAIL/RRR
AND REGULAR MAIL
LESLI ANDERS
1205 CR 4730
WINNSBORO, TX 75494

Re: Property Address: 1205 Cr 4730, Winnsboro, TX 75494
MWZ Case No.: 20-000047-671-1
3 Day Notice to Vacate Prior to Filing Unlawful Entry and Detainer - Residential

PLEASE TAKE NOTICE: Pursuant to the terms of the Deed of Trust that encumbered the above referenced property a foreclosure sale was held on 12/07/2010. Our client, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R10, was the purchaser at the foreclosure sale and based upon the Deed of Trust, you are hereby given this 3-Day Notice to Vacate. You must completely vacate the leased premises by 10/03/20.

Texas Property Code §24.005(b) provides in part:

If the occupant is a tenant at will or by sufferance, the landlord must give the tenant at least three days' written notice to vacate before the landlord files a forcible detainer suit.

If you fail to vacate by the above deadline, we will, on behalf of our client, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R10, file a Forcible Detainer lawsuit against you.

IF YOU ARE AN ACTIVE DUTY MEMBER OF THE UNITED STATES ARMED FORCES OR A DEPENDENT OF AN ACTIVE DUTY SERVICEMEMBER, YOU MAY BE ENTITLED TO RIGHTS AS PROVIDED IN THE SERVICEMEMBERS CIVIL RELIEF ACT (SCRA) (50 U.S.C. §3901 et seq.). IN SUCH CASE, YOU OR YOUR ATTORNEY SHOULD CONTACT THIS LAW FIRM AND PROVIDE PROOF OF MILITARY SERVICE IMMEDIATELY SO THAT THIS FIRM CAN DETERMINE IF YOU FALL UNDER THE PROTECTION OF THE ACT. PLEASE CONTACT OUR OFFICE AT (214) 635-2650.



**THIS NOTICE IS GIVEN PURSUANT TO APPLICABLE LAW AND IN NO WAY
IMPAIRS ANY OF THE OTHER REMEDIES OR RIGHTS OF THE OWNER, EITHER
UNDER THE DEED OF TRUST OR UNDER APPLICABLE LAW.**

If you are interested in Cash for Keys, please call our offices at (214) 635-2650.

If you have any questions, please call our offices at (214) 635-2650.

Issued on September 30, 2020.



Mackie Wolf Zientz & Mann, P.C.



Public Law 111-22, (May 20, 2009)
TITLE VII--PROTECTING TENANTS AT FORECLOSURE ACT (PTFA)¹

SEC. 701. SHORT TITLE.

This title may be cited as the 'Protecting Tenants at Foreclosure Act of 2009'.

SEC. 702. EFFECT OF FORECLOSURE ON PREEXISTING TENANCY.

(a) In General- In the case of any foreclosure on a federally-related mortgage loan or on any dwelling or residential real property after the date of enactment of this title, any immediate successor in interest in such property pursuant to the foreclosure shall assume such interest subject to--

(1) the provision, by such successor in interest of a notice to vacate to any bona fide tenant at least 90 days before the effective date of such notice; and

(2) the rights of any bona fide tenant--

(A) under any bona fide lease entered into before the notice of foreclosure to occupy the premises until the end of the remaining term of the lease, except that a successor in interest may terminate a lease effective on the date of sale of the unit to a purchaser who will occupy the unit as a primary residence, subject to the receipt by the tenant of the 90 day notice under paragraph (1); or

(B) without a lease or with a lease terminable at will under State law, subject to the receipt by the tenant of the 90 day notice under subsection (1),

except that nothing under this section shall affect the requirements for termination of any Federal- or State-subsidized tenancy or of any State or local law that provides longer time periods or other additional protections for tenants.

(b) Bona Fide Lease or Tenancy- For purposes of this section, a lease or tenancy shall be considered bona fide only if--

(1) the mortgagor or the child, spouse, or parent of the mortgagor under the contract is not the tenant;

(2) the lease or tenancy was the result of an arms-length transaction; and

(3) the lease or tenancy requires the receipt of rent that is not substantially less than fair market rent for the property or the unit's rent is reduced or subsidized due to a Federal, State, or local subsidy.

(c) Definition- For purposes of this section, the term 'federally-related mortgage loan' has the same meaning as in section 3 of the Real Estate Settlement Procedures Act of 1974 (12 U.S.C. 2602). For purposes of this section, the date of a notice of foreclosure shall be deemed to be the date on which complete title to a property is transferred to a successor entity or person as a result of an order of a court or pursuant to provisions in a mortgage, deed of trust, or security deed.

¹ The PTFA was clarified and extended in section 1484 of P.L. 111-203 (July 21, 2010).



SEC. 703. EFFECT OF FORECLOSURE ON SECTION 8 TENANCIES.

Section 8(o)(7) of the United States Housing Act of 1937 (42 U.S.C. 1437f(o)(7)) is amended--

(1) by inserting before the semicolon in sub paragraph (C) the following: `and in the case of an owner who is an immediate successor in interest pursuant to foreclosure during the term of the lease vacating the property prior to sale shall not constitute other good cause, except that the owner may terminate the tenancy effective on the date of transfer of the unit to the owner if the owner--

(i) will occupy the unit as a primary residence; and

(ii) has provided the tenant a notice to vacate at least 90 days before the effective date of such notice.`; and

(2) by inserting at the end of sub paragraph (F) the following: `In the case of any foreclosure on any federally-related mortgage loan (as that term is defined in section 3 of the Real Estate Settlement Procedures Act of 1974 (12 U.S.C. 2602)) or on any residential real property in which a recipient of assistance under this subsection resides, the immediate successor in interest in such property pursuant to the foreclosure shall assume such interest subject to the lease between the prior owner and the tenant and to the housing assistance payments contract between the prior owner and the public housing agency for the occupied unit, except that this provision and the provisions related to foreclosure in sub paragraph (C) shall not shall not affect any State or local law that provides longer time periods or other additional protections for tenants.

123 STAT. 1632, 1660



Mackie Wolf Zientz & Mann, P.C.
PO Box 9077
Temecula, CA 92589-9077



9314 7100 1170 1047 4700 81

PRESORT
First-Class Mail
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Fees Paid
WSO

Send Correspondence to:
Mackie Wolf Zientz & Mann, P.C.
14160 North Dallas Parkway
Suite 900
Dallas, TX 75254

RETURN RECEIPT REQUESTED

20200930-89



Occupant
1205 COUNTY ROAD 4730
WINNSBORO, TX 75494-6315



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ATTORNEYS AT LAW

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124 WEST CAPITOL, SUITE 1560

LITTLE ROCK, ARKANSAS 72201

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September 30, 2020

VIA CERTIFIED MAIL/RRR

AND REGULAR MAIL

OCCUPANT

1205 CR 4730

WINNSBORO, TX 75494

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MWZM Case No.: 20-000047-671-1

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If you fail to vacate by the above deadline, we will, on behalf of our client, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR AMERIQUEST MORTGAGE SECURITIES INC., ASSET-BACKED PASS-THROUGH CERTIFICATES, SERIES 2005-R10, file a Forcible Detainer lawsuit against you.

ALTERNATIVE NINETY (90) DAY NOTICE

In the event any occupant of the Premises is a bona fide tenant as defined by PTFA, this letter is the NINETY (90) DAY Notice to Vacate as required by PTFA.

If you are a tenant under a lease agreement with the prior owner, please provide our office with a copy of that lease agreement and proof of payment of the last 90 days of lease payments.

IF YOU ARE AN ACTIVE DUTY MEMBER OF THE UNITED STATES ARMED FORCES OR A DEPENDENT OF AN ACTIVE DUTY SERVICEMEMBER, YOU MAY BE ENTITLED TO RIGHTS AS PROVIDED IN THE SERVICEMEMBERS CIVIL RELIEF ACT (SCRA) (50 U.S.C. §3901 et seq.). IN SUCH CASE, YOU OR YOUR ATTORNEY SHOULD CONTACT THIS LAW FIRM AND PROVIDE PROOF OF MILITARY SERVICE IMMEDIATELY SO THAT THIS



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- (2) the rights of any bona fide tenant--
 - (A) under any bona fide lease entered into before the notice of foreclosure to occupy the premises until the end of the remaining term of the lease, except that a successor in interest may terminate a lease effective on the date of sale of the unit to a purchaser who will occupy the unit as a primary residence, subject to the receipt by the tenant of the 90 day notice under paragraph (1); or
 - (B) without a lease or with a lease terminable at will under State law, subject to the receipt by the tenant of the 90 day notice under subsection (1),

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123 STAT. 1632, 1660

