

Petition for Eviction from Residential Premises

Case No: 185200502558

Echostate Solutions, Inc §
Landlord (Plaintiff) §
VS. §
John Klander, Martha Belt and all occupants §
Tenant (Defendant) §

IN THE JUSTICE COURT OF
Harris County, Texas, Precinct 5 Place 2

Name of Landlord (provide full legal name): Echostate Solutions, Inc referred to as "Plaintiff."

Tenants. 1. Name of Tenant (provide full legal name): John Klander

Defendant may be served at (provide street address and telephone number, if known):

8511 Majesticbrook Dr, Houston, Texas 77095

All other home and work addresses of this Defendant in Harris County that are known to the Plaintiff are:

N/A

Plaintiff knows of no other home or work addresses of this Defendant in Harris County.

2. Name of Tenant (provide full legal name): Martha Belt

Defendant may be served at (provide street address and telephone number, if known):

8511 Majesticbrook Dr, Houston Texas 77095

All other home and work addresses of Defendant in Harris County that are known to the Plaintiff are:

N/A

Plaintiff knows of no other home or work addresses of this Defendant in Harris County.

Tenant(s) are referred to as "Defendant."

Premises. Plaintiff seeks possession of following Premises (describe premises, i.e. house, apartment building, including street address):

8511 Majesticbrook Dr Houston Texas 77095

Grounds for Eviction. Plaintiff seeks to evict Defendant for the following reason:

Failure to pay rent:

Residential Lease: Written Oral Beginning date of Lease: _____ End date of Lease: _____

Rent: \$ 1250.00 per month (e.g. month, week) Date of last rental payment: _____

Total amount of rent due and unpaid on date of filing: \$ _____

Rent subsidized by government: \$ 0.00 paid by N/A; \$ 0.00 paid by the Defendant.

Violation of Lease: Tenant violated Paragraph No. _____ of the Lease by (describe violation): _____

Holding over after termination of right to possession: Date of notice of termination: _____

Foreclosure: Plaintiff purchased the Premises at foreclosure on September 4, 2018

Plaintiff intends to live in the Premises as Plaintiff's primary residence.

Defendant is a tenant of the former owner, End date of Lease: _____ Rent: \$ _____ per _____

Notice to Vacate: Date Notice to Vacate Delivered: 9/6/18 Manner of delivery regular mail and certified mail

Attorney Fees: Plaintiff seeks attorney fees as follows:

Contractual: Lease (written) Paragraph No. _____ Amount of Attorney Fees claimed: \$ _____

Statutory: Written demand to vacate sent on: _____ Date received: _____ Attorney Fees claims: \$ _____

Plaintiff requests possession of the Premises, past due rent, if applicable, attorney's fees, if applicable, court costs, and such other and further relief to which Plaintiff may be entitled.

Respectfully submitted:

Lisa Ware

Agent

Signature of Plaintiff, Plaintiff's Attorney or Authorized Agent Printed Name

Title

Address: 1415 North Loop West, Mezzanine B Houston, Texas 77079

Daytime Telephone: (713) 818-2045 Fax Number: (832) 219-4317

State Bar No. _____

In the Justice Court
Precinct 5, Place 2

Harris County
State of Texas

Case Number: 185200502558

Echostate Solutions Inc
Plaintiff
vs.
John Klander; Martha Belt
Defendant

Represented by: Echostate Solutions Inc
Represented by:
Leased Premises: 8511 Majesticbrook Dr Houston, TX 77095

Plaintiff(s) Present Not Present at Trial
Defendant(s) Present Not Present at Trial

On 12/5/2018 the court heard the above-numbered and styled cause.

DEFAULT JUDGMENT FOR PLAINTIFF

The Plaintiff, being present, announced ready for trial. The Defendant, although having been duly cited and served with process, said citation with the officer's return thereon having been on file with the clerk of this court, failed to appear or answer in its behalf, and wholly made default. It is therefore decreed that judgment is entered for the Plaintiff for possession of the above described premises, and further, that the Plaintiff have judgment against the Defendant(s) for \$ _____ as rent owed, plus \$ _____ as attorney fees, all costs of court, together with post-judgment interest at a rate of 5.00% per annum from the date of judgment until paid, for which let execution issue. No writ of possession will issue before 12/11/18. The Defendant(s) appeal bond is set at: \$ _____.

JUDGMENT FOR PLAINTIFF

The Plaintiff and Defendant, being present, announced ready for trial. The court, having heard the evidence, determined judgment is for the Plaintiff for possession of the above described premises. It is therefore decreed that judgment is entered for the Plaintiff for possession of the above described premises, and further, that the Plaintiff have judgment against the Defendant(s) for \$ _____ as rent owed, plus \$ _____ as attorney fees, all costs of court, together with post-judgment interest at a rate of 5.00% per annum from the date of judgment until paid, for which let execution issue. No writ of possession will issue before 12/11/18. The Defendant(s) appeal bond is set at: \$ _____.

JUDGMENT FOR DEFENDANT

The Plaintiff and Defendant, being present, announced ready for trial. The court, having heard the evidence, determined judgment is for the Defendant for possession of the above described premises. It is therefore decreed that the Plaintiff take nothing and that judgment is entered for the Defendant(s) for \$ _____ as attorney fees, all costs of court, together with post-judgment interest at a rate of 5.00% per annum from the date of judgment until paid, for which let execution issue. The Plaintiff's appeal bond is set at \$500.00.

The court **ORDERS** that this case is **DISMISSED**:

- due to lack of jurisdiction.
- as Plaintiff did not appear.
- on motion of the Plaintiff Defendant.
- by agreement of the parties and that each side bears their cost incurred.

The court denies all other relief not granted above.

Signed: 12/5/2018



Justice of the Peace Precinct 5, Place 2

Payment of Rent during the Pendency of Any Appeal:

- The amount of rent to be paid each rental pay period during the pendency of any appeal is \$ _____.
- A portion of the rent is payable by a government agency, and the amount of rent to be paid each rental pay period during the pendency of any appeal is: \$ _____ by Defendant and \$ _____ by government agency.

John Klander; Martha Belt
8511 Majesticbrook Dr
Houston, TX 77095

NOTICE TO PARTIES INTENDING TO APPEAL

RIGHT TO REQUEST AN APPOINTMENT OF ATTORNEY

If you intend to appeal the Judgment of the Justice Court by filing a sworn statement of inability to pay, you have the right to request the appointment of an attorney to represent you in the proceedings in the County Civil Courts at Law. You may exercise this right after the sworn statement has been approved and the appeal perfected. You must make your request for the appointment of an attorney, in writing, to the County Civil Court at Law in which the appeal is filed.

An appointed attorney's representation is in the trial de novo in County Civil Court at Law. The County Civil Court at Law may terminate the representation for cause.

APPEAL BY PAUPER'S AFFIDAVIT OR SURETY BOND

You may appeal the judgment of the Justice Court by posting cash, posting a surety bond, or by filing a sworn statement of inability to pay no later than the 5th day after the date judgment is signed.

If you are the tenant and file a sworn statement of inability to pay or a surety bond to appeal an eviction for nonpayment of rent, you must pay the initial deposit of rent into the registry of the Justice Court within five (5) days of the date you file the sworn statement or surety bond. The rent must be paid by cashier's check or money order payable to the "Justice of the Peace."

Your failure to pay the first deposit of rent into the Justice Court registry by the required date and time may result in the issuance of a writ of possession without a hearing. Because the appeal has been perfected even though a writ of possession has issued, the transcript and original papers will be forwarded to the County Civil Court at Law for trial de novo.

RIGHT TO CONTEST PORTION OF RENT PAID BY GOVERNMENT AGENCY

If a government agency is responsible for all or a portion of the rent, either party may contest the determination of the portion of rent to be paid by the tenant. A contest must be filed with the Justice Court on or before the 5th day after the date the judgment in the eviction proceeding is signed. Not later than the 5th day after the contest is filed, the Justice Court will notify the parties and hold a hearing to determine the amount to be paid by the tenant under the terms of the rental agreement and applicable laws and regulations. If the tenant object to the Justice Court's ruling on the portion of rent to be paid, the tenant is required to pay only the portion that the tenant claims is owed until the issue is heard in the County Civil Court at Law. During the appeal, the tenant or the landlord may file a motion with the County Civil Court at Law to reconsider the amount of rent that the tenant must pay into the Registry of the Court.

Instructions: The Servicemembers Civil Relief Act applies to a civil proceeding in the Justice Courts. Before entering a default judgment against an individual defendant, the plaintiff must file with the court an affidavit stating whether or not the defendant is in the military service, showing necessary facts to support the affidavit, or stating that the plaintiff is unable to determine whether or not the defendant is in military service, if that is the case. The requirement for an affidavit may be satisfied by a written, signed document declared to be true under penalty of perjury. If it appears that the defendant is in military service, the court may not enter a judgment until after the court appoints an attorney to represent the defendant. If the court is unable to determine if the defendant is in military service, the court may require plaintiff to file a bond in an amount approved by the court.

A person who makes or uses an affidavit under this Act knowing it to be false, may be fined or imprisoned or both. 50 U.S.C. App. 501 et seq. To obtain certificates of service or non-service under the Servicemembers' Civil Relief Act, you may access the public website: <https://www.dmdc.osd.mil/appj/scra/scraHome.do>. This website will provide the current active military status of an individual.

Military Status Affidavit

Case No. _____ § In the Justice Court of
Echostate Solution, Inc § Harris County, Texas
Plaintiff §
vs. Martha Belt §
Defendant § Precinct 5, Place 2

BEFORE ME, on this day personally appeared, LISA Ware,
who, under penalty of perjury, stated that the following facts are true:

I am the Plaintiff attorney of record for the Plaintiff in this proceeding.

_____, Defendant, is **not** in military service.

_____, Defendant, is in military service.

I know this because _____

I am unable to determine whether or not the Defendant is in military service.

Signed on 11.7.18

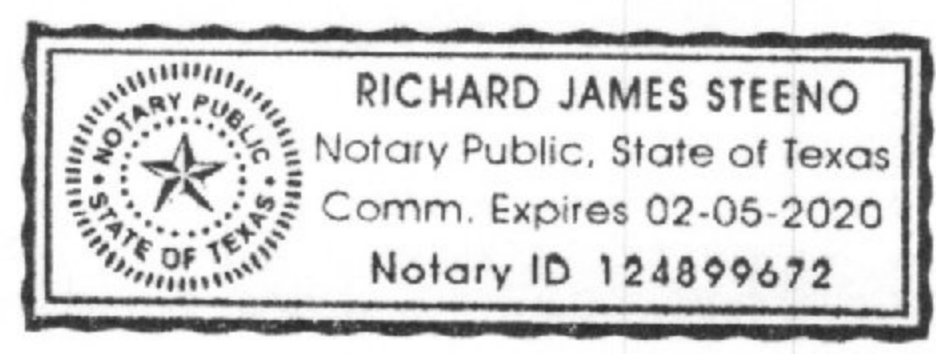
Lisa Ware
Signature
Printed Name: LISA Ware
Address: 20333 State Hwy 249, #200
Houston, TX 77070
Telephone: (713) 818-2045
Fax: (832) 218-4317
E-Mail Address: haustonevictions@gmail.com

THE STATE OF TEXAS §
COUNTY OF HARRIS §

SWORN TO AND SUBSCRIBED BEFORE ME on 11.7.18

Clerk of the Court

Paul Steeno
NOTARY PUBLIC, State of Texas



RP-2018-424975
09/17/2018 ER \$32.00

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 HARRIS

WHEREAS, by a certain Deed of Trust, dated March 7, 2012, recorded in the office of the County Clerk in Document No. 20120122362, HARRIS County, Texas, JOHN KLANDER AND MARTHA BELT, Grantor(s), conveyed to CHARLES A. BROWN, ATTORNEY, Trustee(s), certain property hereinafter described, for the purpose of securing and enforcing payment of a certain note described in said Deed of Trust, of even date therewith and in the original principal sum of \$118,960.00.

WHEREAS, NEW PENN FINANCIAL, LLC d/b/a SHELLPOINT MORTGAGE SERVICING, the holder of said Note and Deed of Trust, as authorized by and provided in said Deed of Trust, appointed the undersigned to serve as Substitute Trustee(s) and to enforce the trust, the said JOHN KLANDER and MARTHA BELT having made default in the payment of said note according to the terms, tenor and effect thereof; and

WHEREAS, I/we, CARL MEYERS OR LEB KEMP, MARK BULEZIUK, KENNY SHIREY, JOHN SISK, BRETT BAUGH, CLAY GOLDEN, STEPHEN MAYERS, ROBERT AGUILAR, RICK KIGAR, WES WHEAT, WAYNE WHEAT, EVAN PRESS, FREDERICK BRITTON, DOUGLAS WOODARD, ANNA SEWART, DAVID BARRY, BYRON SEWART, KEITH WOLFSHOHL, HELEN HENDERSON, PATRICIA POSTON, JEFF LEVA, SANDY DASIGENIS, LILLIAN POELKER, DAVID POSTON, MEGAN L. RANDLE, EBBIE MURPHY, NATHAN SANCHEZ, REX KESLER, THOMAS REDER, AMY BOWMAN, CARY CORENBLUM, MATTHEW HANSEN OR CHAD RAUSCHER as Substitute Trustee(s), did on September 4, 2018 between the hours of 10:00 AM and 1:00 PM, 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 HARRIS 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 in the place/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 ECHOSTATE SOLUTION, INC the Grantee(s) herein, being the highest bidder, for the sum of \$153,000.00; and

WHEREAS, from the affidavit attached hereto 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 Deed of Trust 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 \$153,000.00, by the said Grantee(s), I/we, CARL MEYERS OR LEB KEMP, MARK BULEZIUK, KENNY SHIREY, JOHN SISK, BRETT BAUGH, CLAY GOLDEN, STEPHEN MAYERS, ROBERT AGUILAR, RICK KIGAR, WES WHEAT, WAYNE WHEAT, EVAN PRESS, FREDERICK BRITTON, DOUGLAS WOODARD, ANNA SEWART, DAVID BARRY, BYRON SEWART, KEITH WOLFSHOHL, HELEN HENDERSON, PATRICIA POSTON, JEFF LEVA, SANDY DASIGENIS, LILLIAN POELKER, DAVID POSTON, MEGAN L. RANDLE, EBBIE MURPHY, NATHAN SANCHEZ, REX KESLER, THOMAS REDER, AMY BOWMAN, CARY CORENBLUM, MATTHEW HANSEN OR CHAD RAUSCHER as Substitute Trustee(s), by virtue of the authority conferred upon me/us in said Deed of Trust, 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 HARRIS County, Texas:

LOT EIGHT (8), BLOCK TWO (2), OF COPPERBROOK, SECTION ONE (1), A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO(S) . 366146, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

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RP-2018-424975

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, CARL MEYERS OR LEB KEMP, MARK BULEZIUK, KENNY SHIREY, JOHN SISK, BRETT BAUGH, CLAY GOLDEN, STEPHEN MAYERS, ROBERT AGUILAR, RICK KIGAR, WES WHEAT, WAYNE WHEAT, EVAN PRESS, FREDERICK BRITTON, DOUGLAS WOODARD, ANNA SEWART, DAVID BARRY, BYRON SEWART, KEITH WOLFSHOHL, HELEN HENDERSON, PATRICIA POSTON, JEFF LEVA, SANDY DASIGENIS, LILLIAN POELKER, DAVID POSTON, MEGAN L. RANDLE, EBBIE MURPHY, NATHAN SANCHEZ, REX KESLER, THOMAS REDER, AMY BOWMAN, CARY CORENBLUM, MATTHEW HANSEN OR CHAD RAUSCHER, as said Substitute Trustee(s), do hereby bind the said JOHN KLANDER AND MARTHA BELT, 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 the 12th day of September, 2018.

~~CARL MEYERS OR LEB KEMP, MARK BULEZIUK, KENNY SHIREY, JOHN SISK, BRETT BAUGH, CLAY GOLDEN, STEPHEN MAYERS, ROBERT AGUILAR, RICK KIGAR, WES WHEAT, WAYNE WHEAT, EVAN PRESS, FREDERICK BRITTON, DOUGLAS WOODARD, ANNA SEWART, DAVID BARRY, BYRON SEWART, KEITH WOLFSHOHL, HELEN HENDERSON, PATRICIA POSTON, JEFF LEVA, SANDY DASIGENIS, LILLIAN POELKER, DAVID POSTON, MEGAN L. RANDLE, EBBIE MURPHY, NATHAN SANCHEZ, REX KESLER, THOMAS REDER, AMY BOWMAN, CARY CORENBLUM, MATTHEW HANSEN OR CHAD RAUSCHER~~

c/o Auction.com, LLC
1 Irvine, California 92618
Mauchly

STATE OF TEXAS
COUNTY OF Harris

Before me, the undersigned authority, on this 12th day of September 2018 personally appeared Carl Meyers 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
My Commission expires: 09-22-2020

GRANTEE(S) ADDRESS:
3214 SOUTHFORD MANOR LN
KATY, TX 77494



RP-2018-424975

AFFIDAVIT OF POSTING/FILING NOTICE OF SALE
STATE OF TEXAS

COUNTY OF HARRIS

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 Deed of Trust, dated March 7, 2012, executed by JOHN KLANDER AND MARTHA BELT to CHARLES A. BROWN, ATTORNEY, Trustee(s) and recorded in the office of the County Clerk in Document No. 20120122362, HARRIS County, Texas; at least twenty-one (21) days preceding the date of the sale made by Substitute Trustee on September 4, 2018 between the hours of 10:00 AM and 1:00 PM:

(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.

Anna Stewart

~~CARL MEYERS OR LEB KEMP, MARK BULEZIUK, KENNY SHIREY, JOHN SISK, BRETT BAUGH, CLAY GOLDEN, STEPHEN MAYERS, ROBERT AGUILAR, RICK KIGAR, WES WHEAT, WAYNE WHEAT, EVAN PRESS, FREDERICK BRITTON, DOUGLAS WOODARD, ANNA SEWART, DAVID BARRY, BYRON SEWART, KEITH WOLFSHOHL, HELEN HENDERSON, PATRICIA POSTON, JEFF LEVA, SANDY DASIGENIS, LILLIAN POELKER, DAVID POSTON, MEGAN L. RANDLE, EBBIE MURPHY, NATHAN SANCHEZ, REX KESLER, THOMAS REDER, AMY BOWMAN, CARY CORENBLUM, MATTHEW HANSEN OR CHAD RAUSCHER~~
Substitute Trustee

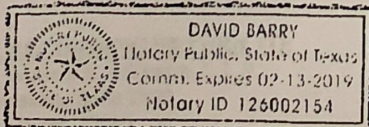
STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on this 26th day of July, 2018, by Anna Stewart.

David Barry

NOTARY PUBLIC, STATE OF TEXAS
My Commission expires: 2/13/19



RP-2018-424975

AFFIDAVIT OF SENDING NOTICE OF SALE/MILITARY STATUS

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 and based upon the information provided by the holder of the indebtedness, or its agent, secured by a Deed of Trust, dated March 7, 2012, executed by JOHN KLANDER AND MARTHA BELT, to CHARLES A. BROWN, ATTORNEY, Trustee(s), and recorded in the office of the County Clerk under Document No. 20120122362, HARRIS County, Texas, the undersigned caused written notice of the proposed sale of the real property encumbered by said Deed of Trust scheduled for September 4, 2018 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 and as provided and instructed by such holder or agent at least twenty-one (21) days preceding the date of the scheduled sale.
- (c) To the best of the undersigned's knowledge and belief 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 one year prior hereto.
- (d) To the best of the undersigned's knowledge and belief and based upon information obtained from public records, it is my belief that such debtor(s) are not debtor(s) in any bankruptcy proceedings.
- (e) To the best of undersigned's knowledge and belief, the Debtor(s) is/are alive.

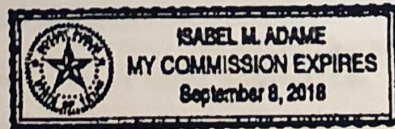
De'Andra Rodgers
 DE'ANDRA RODGERS

STATE OF TEXAS
COUNTY OF HARRIS

SUBSCRIBED AND SWORN TO before me on this 6th day of September, 2018 by De'Andra Rodgers.

GRANTEE(S) ADDRESS:
3214 SOUTHFORD MANOR LN
KATY, TX 77494

Isabel M. Adame
 NOTARY PUBLIC, STATE OF TEXAS
 ISABEL M. ADAME



AFTER RECORDING RETURN TO:
 Hughes, Watters & Askanase, L.L.P.
 1201 Louisiana, Suite 2800
 Houston, Texas 77002
 Attn: Foreclosure Department
 Ref: **2018-000790**

RP-2018-424975

RP-2018-424975
Pages 6
09/17/2018 11:03 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
STAN STANART
COUNTY CLERK
Fees \$32.00

RECORDERS MEMORANDUM
This instrument was received and recorded electronically
and any blackouts, additions or changes were present
at the time the instrument was filed and recorded.

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.
THE STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
File Number Sequence on the date and at the time stamped
hereon by me; and was duly RECORDED in the Official
Public Records of Real Property of Harris County, Texas.



Stan Stanart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2018-424975