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DATA ENTRY PICKUP
MAR 13 2023
THIS DATE

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C.C.C.L. #1

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Cause No. _____

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2004-4, ASSET-BACKED CERTIFICATES, SERIES 2004-4

§ JUSTICE OF THE PEACE COURT

Plaintiff §

V.

§

PRECINCT 5 POSITION 2

§

LANA M. STRANGE AND ROBERT F. STRANGE, JR.
AND ALL OTHER OCCUPANTS

§

§

Defendants §

HARRIS COUNTY, TEXAS

COMPLAINT FOR FORCIBLE DETAINER AND ORIGINAL PETITION

TO THE HONORABLE JUDGE OF SAID COURT:

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2004-4, ASSET-BACKED CERTIFICATES, SERIES 2004-4 is plaintiff herein and complains that defendants LANA M. STRANGE AND ROBERT F. STRANGE, JR. and ALL OTHER OCCUPANTS (together, "Defendants") are guilty of Forcible Detainer and are wrongfully in possession of the real property herein below described.

I.

Defendants reside in HARRIS County, Texas, and may be served with process where they reside at 5531 CEDAR CREEK DRIVE, HOUSTON, TX 77056.

II.

The subject Property is located and situated in Justice of the Peace Precinct 5 in HARRIS County, Texas. Therefore, the Justice Court has original and exclusive jurisdiction pursuant to Tex. Prop. Code §24.004 and Tex. R. Civ. P. Rule 510.

III.

By Deed of Trust (the "Deed of Trust") attached hereto as Exhibit "A," bearing the signatures of LANA M. STRANGE AND ROBERT F. STRANGE, JR. and dated May 11, 2004, with power of sale to secure repayment of that certain Note (the "Note") in the original principal amount of \$999,992.00, LANA M. STRANGE AND ROBERT F. STRANGE, JR. conveyed in trust for the benefit of the holder and owner of the Note and Deed of Trust the following described property (the "Property"):

LOT THREE (3), IN BLOCK THIRTY (30) OF TANGLEWOOD, SECTION SIX (6), AN ADDITION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 35, PAGE 26 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

IV.

As evidenced by trustee foreclosure deed, Plaintiff acquired the Property at a foreclosure sale on April 5, 2022. Pursuant to the terms of the Deed of Trust, Defendant, or any person holding possession of the Property through Defendant, became tenants at sufferance once the Property was sold at the foreclosure sale. Such persons are subject to removal by a writ of possession.

V.

Upon inspection of the Property, Plaintiff found Defendants were still in possession of the Property. On October 20, 2022, Plaintiff gave Defendants written notice to vacate pursuant to Section 24.001 *et seq.* of the Texas Property Code. The notices were served by Certified Mail, Return Receipt Requested, and U.S. First Class Mail, postage prepaid. The notices demanded that the Defendants vacate the Property within three (3) days after delivery of the notices. True and correct copies of the notice letters are attached hereto as Exhibits "B" and "C" respectively and are incorporated herein. Despite such notice and demand, Defendants have failed and refused and continue to fail and refuse to vacate the Property. All conditions precedent to Plaintiff's claim for relief have been performed or have occurred.

VI.

WHEREFORE, Plaintiff requests that Defendants be cited to appear and answer, and that on final trial:

1. Defendants, jointly and severally, be adjudged guilty of Forcible Detainer;
2. Possession of the Property be awarded to Plaintiff; and
3. Plaintiff be granted such other and further relief to which it may be justly entitled.

Respectfully submitted,

HUGHES, WATTERS & ASKANASE, L.L.P

By 

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ATTORNEY FOR PLAINTIFF,

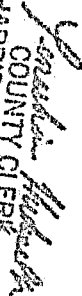
DEUTSCHE BANK NATIONAL TRUST COMPANY,

AS TRUSTEE, IN TRUST FOR REGISTERED

HOLDERS OF LONG BEACH MORTGAGE LOAN

TRUST 2004-4, ASSET-BACKED CERTIFICATES,

SERIES 2004-4


JESSICA WILLIAMS
COUNTY CLERK
HARRIS COUNTY, TEXAS

2023 MAR 13 PM 4:15

FILED

VERIFICATION

STATE OF TEXAS

§
§
§

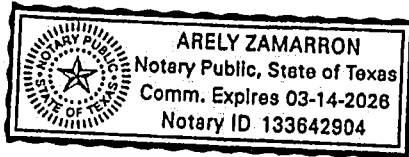
COUNTY OF HARRIS

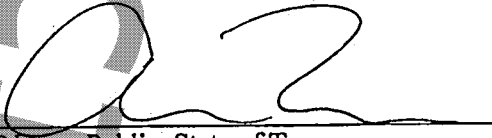
BEFORE ME, the undersigned notary, on this day personally appeared ANTHONY A. GARCIA, a person whose identity is known to me. After I administered an oath to him, upon his oath he said that he read the foregoing complaint and that the facts stated in it are within his personal knowledge and true and correct.



ANTHONY A. GARCIA

SWORN TO AND SUBSCRIBED before me by ANTHONY A. GARCIA on this 18th day of November, 2022.





Notary Public, State of Texas
My commission expires: 3/14/26

Of Counsel:

HUGHES, WATTERS & ASKANASE, L.L.P
Total Plaza
1201 Louisiana, 28th Floor
Houston, Texas 77002
Telephone (713) 759-0818
Telecopier (713) 759-6834

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STEWART TITLE HOUSTON DIVISION

05/20/04 X625215
HC File X625215 200516197 \$27.00

RECEIVED OR FILED
JUSTICE OF THE PEACE 5-2
HARRIS COUNTY, TEXAS
11/18/2022 5:29 PM

After Recording Please Return To:
LONG BEACH MORTGAGE COMPANY
P.O. BOX 201085
STOCKTON, CA 95202

EXHIBIT "A"

Loan No: 6247448
Borrower: ROBERT F. STRANGE, JR.

[Space Above This Line For Recording Data]

Data ID: 212

THIS SECURITY INSTRUMENT SECURES AN EXTENSION OF CREDIT AS DEFINED BY SECTION 50(a)(6), ARTICLE XVI OF THE TEXAS CONSTITUTION.

TEXAS HOME EQUITY SECURITY INSTRUMENT
(Cash Out - First Lien)

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY 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.

This Security Instrument is not intended to finance Borrower's acquisition of the Property.

THIS SECURITY INSTRUMENT is made on May 11, 2004. The grantor is ROBERT F. STRANGE, JR. AND WIFE, LANA M. STRANGE

The trustee is TROY GOTSCHALL, whose address is 1400 SOUTH DOUGLASS ROAD, #100, ANAHEIM, CA 92806

The beneficiary is LONG BEACH MORTGAGE COMPANY, A CORPORATION,

which is organized and existing under the laws of the State of DELAWARE, and whose address is 1400 SOUTH DOUGLASS ROAD, SUITE 100, ANAHEIM, CA 92806

Borrower owes Lender the principal sum of NINE HUNDRED NINETY-NINE THOUSAND NINE HUNDRED NINETY-TWO and NO/100ths Dollars (U.S. \$ 999,992.00). This debt is an extension of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution (referred to herein as the "Extension of Credit") and is evidenced by Borrower's note dated the same date as this Security Instrument (the "Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on June 1, 2034. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under Paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in HARRIS County, Texas:

LOT THREE (3), IN BLOCK THIRTY (30) OF TANGLEWOOD, SECTION SIX (6), AN ADDITION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 35, PAGE 26 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

FILED
MAY 20 AM 8:59
COUNTY CLERK
HARRIS COUNTY, TEXAS

which has the address of 5531 CEDAR CREEK DRIVE, HOUSTON TEXAS 77056

HOUSTON
("Property Address").

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tk
lw

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TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property"; provided however, that the Property is limited to homestead property in accordance with Section 50(a)(6)(H), Article XVI of the Texas Constitution.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest; Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any late charges due under the Note.

2. **Funds for Taxes and Insurance.** Subject to applicable law or to a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments are due under the Note, until the Note is paid in full, a sum ("Funds") for: (a) taxes and assessments which may attain priority over this Security Instrument as a lien on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) hazard insurance premiums for the Property and; (d) flood insurance premiums for the Property, if any. These items are called "Escrow Items." Lender may, at any time, collect and hold Funds in an amount not to exceed the maximum amount a lender for a federally related mortgage loan may require for Borrower's escrow account under the federal Real Estate Settlement Procedures Act of 1974 as amended from time to time, 12 U.S.C. § 2601 *et seq.* ("RESPA"), unless another law that applies to the Funds sets a lesser amount. If so, Lender may, at any time, collect and hold Funds in an amount not to exceed the lesser amount. Lender may estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with applicable law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is such an institution) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items. Lender may not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. However, Lender may require Borrower to pay a one-time charge for an independent real estate tax reporting service used by Lender in connection with this loan, unless applicable law provides otherwise. Unless an agreement is made or applicable law requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender may agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds, showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are not pledged as additional security for any sums secured by this Security Instrument.

If the Funds held by Lender exceed the amounts permitted to be held by applicable law, Lender shall account to Borrower for the excess Funds in accordance with the requirements of applicable law. If the amount of the Funds held by Lender at any time is not sufficient to pay the Escrow Items when due, Lender may so notify Borrower in writing, and, in such case Borrower shall pay to Lender the amount necessary to make up the deficiency. Borrower shall make up the deficiency in no more than twelve monthly payments, at Lender's sole discretion. Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under Paragraphs 1 and 2 shall be applied: first, to amounts payable under Paragraph 2; second, to interest due; third, to principal due; and last, to any late charges due under the Note.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall pay these obligations in the manner provided in Paragraph 2, or if not paid in that manner, Borrower shall pay them on time directly to the person owed payment. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Paragraph 4. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with Paragraph 7.

Loan No: 6247448

Data ID: 212

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged; if the restoration or repair is economically feasible. If the restoration or repair is not economically feasible, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. If Borrower abandons the Property, or does not answer within 30 days a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may collect the insurance proceeds. Lender may use the proceeds to repair or restore the Property or to pay sums secured by this Security Instrument, whether or not then due. The 30-day period will begin when the notice is given.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of the payments. If under Paragraphs 20 or 21 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

6. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower now occupies and uses the Property as Borrower's Texas homestead and shall continue to occupy the Property as Borrower's Texas homestead for at least one year after the date of this Security Instrument. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this Security Instrument or Lender's security interest. Borrower may cure such a default and reinstate, as provided in Paragraph 17, by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default and may be held personally liable for debt evidenced by the Note or this Security Instrument if Borrower gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a Texas homestead. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

7. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender, so far as allowed by applicable law, may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this Paragraph 7, Lender does not have to do so. No powers are granted by Borrower to the Lender or Trustee that would violate provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution or other applicable law.

Any amounts disbursed by Lender under this Paragraph 7 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

8. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, shall be paid to Lender to be applied to the sums secured by this Security Instrument.

In the event of a total or partial taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds, at its option, either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in Paragraphs 1 and 2 or change the amount of such payments.

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10. **Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the original Borrower or Borrower's successors in interest from Borrower's obligations under the Note and this Security Instrument. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

11. **Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of Paragraphs 16 and 23. Borrower's covenants and agreements shall be joint and several subject to the provisions of Paragraph 23. Any Borrower who co-signs this Security Instrument, but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument or to comply with the requirements of Section 50(a)(6)(A), Article XVI of the Texas Constitution providing for execution hereof, in order to establish a valid lien, by the spouse of each owner of the Property; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

12. **Lender's Right-to-Comply.** It is Lender's and Borrower's intention to conform strictly to provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution.

All agreements between Lender and Borrower are hereby expressly limited so that in no event shall any agreement between Lender and Borrower, or between either of them and any third party, be construed not to allow Lender a reasonable time to comply, as provided in this paragraph 12, with Lender's obligations under the Extension of Credit. Borrower understands that the Extension of Credit is being made on the condition that Lender shall have a reasonable time to comply, as provided in this Paragraph 12, with any of the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. As a precondition to taking any action premised on failure of Lender to comply, Borrower will advise Lender of the noncompliance by a notice given as required by Paragraph 13, and will give Lender a reasonable time to comply. Borrower will cooperate in reasonable efforts to effectuate any compliance. Only after Lender has received said notice, has had a reasonable time to comply, and Lender has failed to comply, shall all principal and interest be forfeited by Lender as required by Section 50(a)(6)(Q)(x), Article XVI of the Texas Constitution in connection with failure by the Lender to comply with its obligations under this Extension of Credit.

In the event that, for any reason whatsoever, any obligation of Borrower or of Lender pursuant to the terms or requirements hereof or of any other loan document shall be construed to violate any of the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution, then any such obligation shall be subject to the provisions of this Paragraph 12, and such document shall be automatically reformed, without the necessity of the execution of any amendment or new document, so that Borrower's or Lender's obligation shall be modified to conform to the Texas Constitution, and in no event shall Borrower or Lender be obligated to perform any act, or be bound by any requirement which would conflict therewith.

All agreements between Lender and Borrower are expressly limited so that any interest, loan charge or fee collected or to be collected (other than by payment of interest) from Borrower, any owner or the spouse of any owner of the Property in connection with the origination, evaluation, maintenance, recording, insuring or servicing of the Extension of Credit shall not exceed, in the aggregate, the highest amount allowed by applicable law.

If a law, which applies to this loan and which sets maximum interest, loan charges or fees is finally interpreted so that the interest, loan charges or fees that the Lender has collected or is entitled to collect in connection with this loan exceed the permitted limits, or a determination is made at any time by Lender that interest, loan charges or fees that the Lender has collected or is entitled to collect in connection with this loan exceed the permitted limit, then: (i) any such interest, loan charges or fees shall be reduced by the amount necessary to reduce the interest, loan charges or fees to the permitted limit; and (ii) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. The Lender may choose to make this refund by reducing the principal Borrower owes under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment. Borrower's acceptance of any such refund will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

It is the express intention of the Lender and Borrower to structure this Extension of Credit to conform to the provisions of the Texas Constitution applicable to extensions of credit as defined by Section 50(a)(6), Article XVI of the Texas Constitution. If from any circumstance whatsoever, any promise, payment, obligation or provision of the Note, this Security Instrument or any other loan document involving this Extension of Credit transcends the limit of validity prescribed by applicable law, then any promise, payment, obligation or provision shall be reduced to the limit of such validity, or eliminated as a requirement if necessary for compliance with such law, and such document shall be automatically reformed without the necessity of the execution of any new amendment or new document.

Lender's right-to-comply as provided in this Paragraph 12 shall survive the payoff of the Extension of Credit. The provision of this Paragraph 12 shall supersede any inconsistent provision of the Note or this Security Instrument.

Loan No: 6247448

Data ID: 212

13. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given in writing by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given in writing by first class mail (but, by certified mail if the notice is given pursuant to Paragraph 12 hereof) to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this Paragraph 13.

14. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of Texas. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. **Copies.** Borrower shall be given at the time this Extension of Credit is made, a copy of all documents signed by the Borrower related to the Extension of Credit.

16. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

17. **Lender exercises this option, Lender shall give Borrower notice of acceleration.** The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. **Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) five days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to the power of sale contained in this Security Instrument after entry of a court order permitting exercise of such power of sale; or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses, insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees; and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Paragraph 16.

19. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with Paragraph 13 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

20. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this Paragraph 19, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this Paragraph 19, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

20. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Paragraph 16 unless applicable law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke any remedies permitted by applicable law. Insofar as allowed by Section 50(a)(6), Article XVI of the Texas Constitution, Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Paragraph 20, including, but not limited to, court costs, reasonable attorneys' fees and costs of title evidence.

The lien evidenced by this Security Instrument may be foreclosed upon only by a court order. Lender may, at its option, follow any rules of civil procedure promulgated by the Texas Supreme Court for expedited foreclosure proceedings related to the foreclosure of liens under Section 50(a)(6), Article XVI of the Texas Constitution ("Rules"), as amended from time to time, which are hereby incorporated by reference. The power of sale granted herein shall be exercised pursuant to such Rules, and Borrower understands that such power of sale is not a confession of judgment or a power of attorney to confess judgment or to appear for the Borrower in a judicial proceeding.

21. Power of Sale. It is the express intention of Lender and Borrower that Lender shall have a fully enforceable lien on the Property. It is also the express intention of the Lender and Borrower that Lender's default remedies shall include the most expeditious means of foreclosure available by law. Accordingly, the Lender and Trustee shall have all the powers provided herein except insofar as may be limited by the Texas Supreme Court. To the extent the Rules do not specify a procedure for the exercise of a power of sale, the following provisions of this Paragraph 21 shall apply, if Lender invokes the power of sale. Lender or Trustee shall give notice of the time, place and terms of sale by posting and filing the notice at least 21 days prior to sale as provided by applicable law. Lender shall provide a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Sale shall be made at public vendue between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale. In the event of any conflict between such procedure and the Rules, the Rules shall prevail, and this provision shall automatically be reformed to the extent necessary to comply.

Trustee shall deliver to the purchaser who acquires title to the Property pursuant to the foreclosure of the lien a Trustee's deed conveying indefeasible title to the Property with covenants of general warranty. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, court costs and reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this Paragraph 21, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.

Lender, at its option and with or without cause, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

22. Release. Within a reasonable time after termination and full payment of the Extension of Credit, the Lender shall cancel and return the Note to the owner of the Property and give the owner, in recordable form, a release of the lien securing the Extension of Credit or a copy of an endorsement of the Note and assignment of the lien to a lender that is refinancing the Extension of Credit. Owner shall pay only recording costs. **OWNER'S ACCEPTANCE OF SUCH RELEASE, OR ENDORSEMENT AND ASSIGNMENT, SHALL EXTINGUISH ALL OF THE LENDER'S OBLIGATIONS UNDER SECTION 50, ARTICLE XVI OF THE TEXAS CONSTITUTION.**

23. Non-Recourse Liability. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any liens and debts outstanding immediately prior to execution hereof, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

Subject to the limitation of personal liability described below, each person who signs this Security Instrument is responsible for ensuring that all of Borrower's promises and obligations in the Note and this Security Instrument are performed.

Borrower understands that Section 50(a)(6)(C), Article XVI of the Texas Constitution provides that the Note is given without personal liability against each owner of the Property and against the spouse of each owner unless the owner or spouse obtained this Extension of Credit by actual fraud. This means that, absent such actual fraud, the Lender can enforce its rights under this Security Instrument solely against the Property and not personally against the owner of the Property or the spouse of an owner.

UNOFFICIAL COPY

Loan No: 6247448

Data ID: 212

If this Extension of Credit is obtained by such actual fraud, then, subject to Paragraph 11, Borrower will be personally liable for the payment of any amounts due under the Note or this Security Instrument. This means that a personal judgment could be obtained against Borrower, if Borrower fails to perform Borrower's responsibilities under the Note or this Security Instrument, including a judgment for any deficiency that results from Lender's sale of the Property for an amount less than is owing under the Note, thereby subjecting Borrower's other assets to satisfaction of the debt. If not prohibited by Section 50(a)(6)(C), Article XVI of the Texas Constitution, this Paragraph 23 shall not impair in any way the lien of this Security Instrument or the right of Lender to collect all sums due under the Note and this Security Instrument or prejudice the right of Lender as to any covenants or conditions of the Note and this Security Instrument.

24. **Proceeds.** The Borrower has not been required to apply the proceeds of the Extension of Credit to repay another debt except a debt secured by the Property or a debt to another lender.

25. **No Assignment of Wages.** The Borrower has not assigned wages as security for the Extension of Credit.

26. **Acknowledgment of Fair Market Value.** Lender and Borrower have executed a written acknowledgment as to the fair market value of Borrower's Property on the date the Extension of Credit is made.

27. **Rider(s) to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the riders were a part of this Security Instrument. [Check as applicable]

Texas Home Equity Adjustable Rate Rider

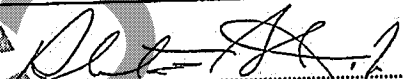
Texas Home Equity Condominium Rider

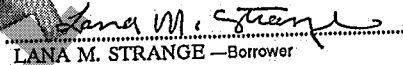
Texas Home Equity Planned Unit Development Rider

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.

YOU MAY, WITHIN 3 DAYS AFTER CLOSING, RESCIND THIS LOAN WITHOUT PENALTY OR CHARGE.


.....(Seal)
ROBERT F. STRANGE, JR. —Borrower


.....(Seal)
LANA M. STRANGE —Borrower

536-25-938
COPY

TRUSTEE DOCUMENT

[Space Below This Line For Acknowledgment(s)]

State of TEXAS
County of Harris

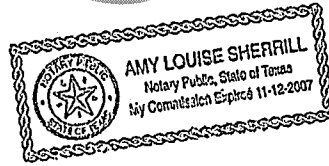
This instrument was acknowledged before me on the 11 day of May, 2021 by

ROBERT F. STRANGE, JR. AND LANA M. STRANGE

Notary Public

[Personalized Seal]
My commission expires: _____

(Printed Name)



586-25-1539

UNOFFICIAL COPY

Loan No: 6247448
Borrower: ROBERT F. STRANGE, JR.

Data ID: 212

TEXAS HOME EQUITY PLANNED UNIT DEVELOPMENT RIDER

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 11th day of May, 2004, and is incorporated into and shall be deemed to amend and supplement the Security Instrument of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to

LONG BEACH MORTGAGE COMPANY

(the "Lender")

of the same date and covering the Property described in the Security Instrument and located at:

5531 CEDAR CREEK DRIVE
HOUSTON, TEXAS 77056

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in covenants, conditions, and restrictions filed in the Real Property records of the county in which the Property is located (the "Declaration"). The Property is a part of a planned unit development described in the Declaration (the "PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest. Insofar as permitted by Section 50(a)(6)(H), Article XVI of the Texas Constitution, "homestead" shall include the elements of the Property described by this Rider.

PUD COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the: (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Hazard Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a master or blanket policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts, for the periods, and against the hazards Lender requires, including fire and hazards included within the term "extended coverage," then:

- (i) Lender waives the provision in Paragraph 2 of the Security Instrument for the monthly payment to Lender of the yearly premium installments for hazard insurance on the Property; and
- (ii) Borrower's obligation under Paragraph 5 of the Security Instrument to maintain hazard insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

Borrower shall give Lender prompt notice of any lapse in required hazard insurance coverage provided by the master or blanket policy.

In the event of a distribution of hazard insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, with any excess paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

5531 CEDAR CREEK DRIVE

COPY

UNIFORM INSTRUMENT COPY

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Paragraph 9 of the Security Instrument.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to:

- (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain;
- (ii) any amendment to any provision of the constituent documents if the provision is for the express benefit of Lender;
- (iii) termination of professional management and assumption of self-management of the Owners Association; or
- (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender, if allowed by applicable law, may pay them. Any amounts disbursed by Lender under this Paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

By SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this PUD Rider.

DO NOT SIGN IF THERE ARE BLANKS LEFT TO BE COMPLETED IN THIS DOCUMENT. THIS DOCUMENT MUST BE EXECUTED AT THE OFFICE OF THE LENDER, AN ATTORNEY AT LAW OR A TITLE COMPANY. YOU MUST RECEIVE A COPY OF THIS DOCUMENT AFTER YOU HAVE SIGNED IT.

506-25-1547

Robert F. Strange, Jr. (Seal)
ROBERT F. STRANGE, JR. —Borrower

Lana M. Strange (Seal)
LANA M. STRANGE —Borrower

NO PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS VALID AND ENFORCEABLE 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 below by me, and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas on

MAY 20 2004



Dorely B. Kaufman
COUNTY CLERK
HARRIS COUNTY, TEXAS

UNOFFICIAL COPY

UNOFFICIAL COPY

HUGHES, WATTERS, & ASKANASE, L.L.P.

EXHIBIT "B"

ATTORNEYS AT LAW
1201 LOUISIANA, SUITE 2800
HOUSTON, TEXAS 77002
TELEPHONE: (713) 759-0818
FACSIMILE: (713) 759-6834

**NOTICE TO VACATE PREMISES
(NO MONETARY RECOVERY SOUGHT)**

BECAUSE OF THE GLOBAL COVID-19 PANDEMIC, YOU MAY BE ELIGIBLE FOR TEMPORARY PROTECTION FROM EVICTION UNDER YOUR STATE, TERRITORY, LOCALITY OR TRIBAL AREA OR UNDER FEDERAL LAW. LEARN THE STEPS YOU SHOULD TAKE NOW: VISIT www.cfpb.gov/eviction OR CALL A HOUSING COUNSELOR AT 800-569-4287

October 20, 2022

ROBERT F. STRANGE, JR.
5531 CEDAR CREEK DRIVE
HOUSTON, TX 77056

Certified Article Number

9414 7266 9904 2204 1609 05

SENDER'S RECORD

RE: 5531 CEDAR CREEK DRIVE, HOUSTON, TX 77056 ("Property")

The undersigned represents DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2004-4, ASSET-BACKED CERTIFICATES, SERIES 2004-4 which acquired title to the Property at a non-judicial foreclosure sale concluded on April 5, 2022.

Pursuant to Section 24.001 *et seq* of the Texas Property Code, notice is hereby given and demand is hereby made that you vacate the Property within three (3) days after delivery of this letter.

If you do not vacate the Property as demanded DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2004-4, ASSET-BACKED CERTIFICATES, SERIES 2004-4 has instructed that we institute a Forcible Detainer lawsuit to regain possession of the Property.

If you are tenant occupying the property, you may have certain rights pursuant to the "Protecting Tenants at Foreclosure Act of 2009," effective June 24, 2018. You will be required to state that you are a tenant under an oral lease or provide a signed copy of your written lease to confirm your status as a bona fide tenant and whether you are in possession of the property under a bona fide lease.

If you are presently on active duty in the Armed Services of the United States or have been discharged within one (1) year prior to the date of this letter, please submit evidence of such service by way of a letter from your Commanding Officer or a copy of your DD214 to this office immediately. You may have certain rights available to you under the Servicemembers Civil Relief Act (50 U.S.C. app. Section 3901 *et seq.*).

If you are not the immediately preceding owner of the Property, but are a bona fide tenant, you should contact this office within three (3) days after delivery of this letter. By your failure to contact this office within three (3) days after delivery of this letter, we will conclude that you are not a bona fide tenant.

If you are not a bona fide tenant and if you do not vacate the Property as demanded we will institute a Forcible Detainer lawsuit to regain possession of the Property, as instructed by DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2004-4, ASSET-BACKED CERTIFICATES, SERIES 2004-4.

If you are a bona fide tenant, you may be entitled to continue possession of the Property for ninety (90) days from the date of delivery of this letter or the time period allowed under a bona fide lease pursuant to the "Protecting Tenants at Foreclosure Act of 2009," effective June 24, 2018. You will be required to state that you are a tenant under an oral lease or provide a signed copy of your written lease to confirm your status as a bona fide tenant and whether you are in possession of the property under a bona fide lease.

If you are a bona fide tenant, but without a bona fide lease, notice is hereby given and demand is hereby made that you vacate the Property within ninety (90) days after delivery of this letter. If you do not vacate the Property as demanded we will institute a Forcible Detainer lawsuit against you to regain possession of the Property, as instructed by DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2004-4, ASSET-BACKED CERTIFICATES, SERIES 2004-4.

The Federal "Protecting Tenants at Foreclosure Act 2009" ("PTFA") creates certain rights for bona fide tenants and bona fide tenants in possession of property under a bona fide lease which terms are defined by the PTFA. This Notice is given to provide to you opportunity that you are entitled to the rights created under the PTFA.

INFORMATION REQUIRED TO DEMONSTRATE ENTITLEMENT TO RIGHTS

If you believe you qualify as a bona fide tenant or bona fide tenant in possession of Property under a bona fide lease, you must provide the following items:

1. A copy of your lease. If you do not have a written lease, you must provide proof that you have an oral lease. Such proof might include a summary of the monthly rental amount, due date and all other relevant terms.
1. Copies of cancelled checks, money orders or other evidence that all monthly rental payments due under the lease or tenancy have been paid and are current under your written or oral lease.
2. The names of all occupants of the Property who are over 18 years of age.
3. Copies of documentation, if any, showing reduced or subsidized rent due to a federal, state or local subsidy.

These documents and information must be delivered by mail, fax or in person to: Hughes, Watters, Askanase L.L.P., Attn: Eviction Department, 1201 Louisiana, 28th floor, Houston, TX 77002, (713) 759-0818.

If we do not timely receive the requested information we will assume you are not a "bona fide" tenant and we will proceed accordingly.

If you are presently on active duty in the Armed Services of the United States or have been discharged within one (1) year prior to the date of this letter, please submit evidence of such service by way of a letter from your Commanding Officer or a copy of your DD214 to this office immediately. You may have certain rights available to you under the Servicemembers Civil Relief Act (50 U.S.C. app. Section 3901 et seq.).

RELOCATION ASSISTANCE

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2004-4, ASSET-BACKED CERTIFICATES, SERIES 2004-4 provides relocation assistance programs to occupants of its foreclosed properties. To discuss these programs and your options under them, please contact the Select Portfolio Servicing, Inc. relocation assistance hotline @ 1-800-962-6010. Select Portfolio Servicing, Inc. is the servicing agent for DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2004-4, ASSET-BACKED CERTIFICATES, SERIES 2004-4.

If you have questions regarding this matter, do not hesitate to call the Evictions Department at (713) 759-0818.

Very truly yours,

HUGHES, WATTERS & ASKANASE, L.L.P

/jmw:
VIA U.S. FIRST CLASS MAIL AND
CERTIFIED MAIL RETURN RECEIPT REQUESTED

HUGHES, WATTERS, & ASKANASE, L.L.P.

EXHIBIT "C"

ATTORNEYS AT LAW
1201 LOUISIANA, SUITE 2800
HOUSTON, TEXAS 77002
TELEPHONE: (713) 759-0818
FACSIMILE: (713) 759-6834

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(NO MONETARY RECOVERY SOUGHT)**

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October 20, 2022

LANA M STRANGE
5531 CEDAR CREEK DRIVE
HOUSTON, TX 77056

Certified Article Number

9414 7266 9904 2204 1609 12

SENDER'S RECORD

RE: 5531 CEDAR CREEK DRIVE, HOUSTON, TX 77056 ("Property")

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If you are tenant occupying the property, you may have certain rights pursuant to the "Protecting Tenants at Foreclosure Act of 2009," effective June 24, 2018. You will be required to state that you are a tenant under an oral lease or provide a signed copy of your written lease to confirm your status as a bona fide tenant and whether you are in possession of the property under a bona fide lease.

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If you have questions regarding this matter, do not hesitate to call the Evictions Department at (713) 759-0818.

Very truly yours,

HUGHES, WATTERS & ASKANASE, L.L.P

/jmw:
VIA U.S. FIRST CLASS MAIL AND
CERTIFIED MAIL RETURN RECEIPT REQUESTED

UNOFFICIAL COPY

HUGHES, WATTERS, & ASKANASE, L.L.P.

ATTORNEYS AT LAW
1201 LOUISIANA, SUITE 2800
HOUSTON, TEXAS 77002
TELEPHONE: (713) 759-0818
FACSIMILE: (713) 759-6834

EXHIBIT "D"

**NOTICE TO VACATE PREMISES
(NO MONETARY RECOVERY SOUGHT)**

BECAUSE OF THE GLOBAL COVID-19 PANDEMIC, YOU MAY BE ELIGIBLE FOR TEMPORARY PROTECTION FROM EVICTION UNDER YOUR STATE, TERRITORY, LOCALITY OR TRIBAL AREA OR UNDER FEDERAL LAW. LEARN THE STEPS YOU SHOULD TAKE NOW: VISIT www.cfpb.gov/eviction OR CALL A HOUSING COUNSELOR AT 800-569-4287

October 20, 2022

ALL OTHER OCCUPANTS RESIDING AT
5531 CEDAR CREEK DRIVE
HOUSTON, TX 77056

Certified Article Number

9414 7266 9904 2204 1609 29

SENDER'S RECORD

RE: 5531 CEDAR CREEK DRIVE, HOUSTON, TX 77056 ("Property")

Dear ALL OTHER OCCUPANTS:

IMPORTANT NOTICES APPEAR ON THE SECOND PAGE OF THIS LETTER. YOU SHOULD READ THIS ENTIRE LETTER.

The undersigned represents DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2004-4, ASSET-BACKED CERTIFICATES, SERIES 2004-4 which acquired title to the Property at a non-judicial foreclosure sale concluded on April 5, 2022.

Pursuant to Section 24.001 *et seq* of the Texas Property Code, notice is hereby given and demand is hereby made that you vacate the Property within three (3) days after delivery of this letter.

If you are not the immediately preceding owner of the Property, but are a bona fide tenant, you should contact this office within three (3) days after delivery of this letter. By your failure to contact this office within three (3) days after delivery of this letter, we will conclude that you are not a bona fide tenant.

If you are not a bona fide tenant and if you do not vacate the Property as demanded we will institute a Forcible Detainer lawsuit to regain possession of the Property, as instructed by DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2004-4, ASSET-BACKED CERTIFICATES, SERIES 2004-4.

If you are a bona fide tenant, you may be entitled to continue possession of the Property for ninety (90) days from the date of delivery of this letter or the time period allowed under a bona fide lease pursuant to the "Protecting Tenants at Foreclosure Act of 2009." effective June 24, 2018. You will be required to state that you are a tenant under an oral lease or provide a signed copy of your written lease to confirm your status as a bona fide tenant and whether you are in possession of the property under a bona fide lease.

If you are a bona fide tenant, but without a bona fide lease, notice is hereby given and demand is hereby made that you vacate the Property within ninety (90) days after delivery of this letter. If you do not vacate the Property as demanded we will institute a Forcible Detainer lawsuit against you to regain possession of the Property, as instructed by DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2004-4, ASSET-BACKED CERTIFICATES, SERIES 2004-4.

The Federal "Protecting Tenants at Foreclosure Act 2009" ("PTFA") creates certain rights for bona fide tenants and bona fide tenants in possession of property under a bona fide lease which terms are defined by the PTFA. This Notice is given to provide to you opportunity that you are entitled to the rights created under the PTFA.

INFORMATION REQUIRED TO DEMONSTRATE ENTITLEMENT TO RIGHTS

If you believe you qualify as a bona fide tenant or bona fide tenant in possession of Property under a bona fide lease, you must provide the following items:

1. A copy of your lease. If you do not have a written lease, you must provide proof that you have an oral lease. Such proof might include a summary of the monthly rental amount, due date and all other relevant terms.
2. Copies of cancelled checks, money orders or other evidence that all monthly rental payments due under the lease or tenancy have been paid and are current under your written or oral lease
3. The names of all occupants of the Property who are over 18 years of age.
4. Copies of documentation, if any, showing reduced or subsidized rent due to a federal, state or local subsidy.

These documents and information must be delivered by mail, fax or in person to: Hughes, Watters, Askanase L.L.P., Attn: Eviction Department, 1201 Louisiana, 28th floor, Houston, TX 77002, (713) 759-0818.

If we do not timely receive the requested information we will assume you are not a "bona fide" tenant and we will proceed accordingly.

If you are presently on active duty in the Armed Services of the United States or have been discharged within one (1) year prior to the date of this letter, please submit evidence of such service by way of a letter from your Commanding Officer or a copy of your DD214 to this office immediately. You may have certain rights available to you under the Servicemembers Civil Relief Act (50 U.S.C. app. Section 3901 et seq.).

RELOCATION ASSISTANCE

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2004-4, ASSET-BACKED CERTIFICATES, SERIES 2004-4 provides relocation assistance programs to occupants of its foreclosed properties. To discuss these programs and your options under them, please contact the Select Portfolio Servicing, Inc. relocation assistance hotline @ 1-800-962-6010. Select Portfolio Servicing, Inc. is the servicing agent for DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2004-4, ASSET-BACKED CERTIFICATES, SERIES 2004-4.

This notice is not intended to provide legal advice. If you are in doubt regarding your legal rights and obligations, you should seek legal assistance from a lawyer knowledgeable in these matters.

If you have questions regarding this matter, do not hesitate to call the Evictions Department at (713) 759-0818.

Very truly yours,

HUGHES, WATTERS & ASKANASE, L.L.P

/jmw
VIA U.S. FIRST CLASS MAIL AND
CERTIFIED MAIL RETURN RECEIPT REQUESTED

UNOFFICIAL COPY

EXHIBIT "E"

Current Borrower: ROBERT F. STRANGE, JR. AND WIFE, LANA M. STRANGE
MH File Number: TX-14-21853-FC
Property Address: 5531 CEDAR CREEK DRIVE, HOUSTON, TX 77056
Deed of Trust Address: 5531 CEDAR CREEK DRIVE, HOUSTON, TX 77056

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

SUBSTITUTE TRUSTEE'S DEED

Deed of Trust Date: 5/11/2004
Original Grantor(s)/Mortgagor(s): ROBERT F. STRANGE, JR. AND WIFE, LANA M. STRANGE

Foreclosure Sale Date: 4/5/2022
Foreclosure Sale Time: 11:47am

Original Beneficiary/Mortgagee: LONG BEACH MORTGAGE COMPANY, A CORPORATION

Sale Amount: \$1,846,136.06

Current Beneficiary/Mortgagee: Deutsche Bank National Trust Company, as Trustee, in trust for registered Holders of Long Beach Mortgage Loan Trust 2004-4, Asset-Backed Certificates, Series 2004-4.

Grantee/Buyer: Deutsche Bank National Trust Company, as Trustee, in trust for registered Holders of Long Beach Mortgage Loan Trust 2004-4, Asset-Backed Certificates, Series 2004-4.

Property County: HARRIS

Grantee/Buyer Address: c/o Select Portfolio Servicing, Inc. 3217 S. Decker Lake Dr. Salt Lake City, UT 84119

Recorded in: Volume: 586-25
Page: 1532
Instrument No: X625215

Legal Description of Property: LOT THREE (3) IN BLOCK THIRTY (30) OF TANGLEWOOD, SECTION SIX (6), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 35, PAGE 26, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

Grantor conveyed the Property to Trustee in trust to secure payment of the Note. Beneficiary declared that Grantor defaulted in performing the obligations of the Deed of Trust. Current Beneficiary of the Note, accordingly, has appointed Substitute Trustee, as authorized under the Deed of Trust, and has requested Substitute Trustee to enforce the trust.

Notices stating the time, place, and terms of sale of the property were mailed, posted and filed, as required by law. Substitute Trustee sold the property to Buyer, who was the highest bidder at the public auction, for the amount of sale in the manner prescribed by law. The subject sale was conducted no earlier than 10am as set forth in the Notice of Substitute Trustee's Sale and was concluded within three (3) hours thereafter. All matters, duties and obligations of Beneficiary were lawfully performed as evidenced by the affidavit(s) attached hereto and made a part hereof for all purposes.

Substitute Trustee, by the authority conferred by Current Beneficiary and by the Deed of Trust, subject to prior liens and other exceptions in the Deed of Trust, if any, and for the amount of sale paid by buyer as consideration, grants, sells and conveys to Buyer, buyer's heirs, executors, administrators, successors or assigns forever, the property together with all rights and appurtenances belonging to Grantor. Substitute Trustee binds Grantor and Grantor's heirs, executors, administrators, successors or assigns, to Buyer's heirs, executors, administrators, successors or assigns against every person lawfully claiming to warrant and defend all right, title and interest in the property or any part thereof.

WITNESS MY HAND, this 5th day of APRIL, 2022.

Anna Sewart

Anna Sewart/ David Barry, Byron Stewart, Helen Henderson, Nick Frame, Austin DuBois, Cheyenne Trout or Patricia Poston, as Substitute Trustee

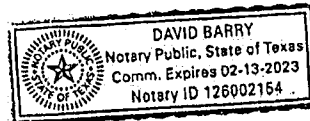
STATE OF TEXAS §
COUNTY OF HARRIS §

Before me, the undersigned Notary Public, on this day personally appeared Anna Sewart, David Barry, Byron Stewart, Helen Henderson, Nick Frame, Austin DuBois, Cheyenne Trout or Patricia Poston as Substitute Trustee, known to me or proved to me through a valid State driver's license or other official identification described as _____, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 5th day of APRIL, 2022.

David Barry

Notary Public Signature



After recording return to:
McCarthy & Holthus, LLP
1255 West 15th Street, Suite 1060
Plano, TX 75075

RP-2022-209800

UNOFFICIAL COPY

Current Borrower: ROBERT F. STRANGE, JR. AND WIFE, LANA M. STRANGE
MH File Number: TX-14-21853-FC
Property Address: 5531 CEDAR CREEK DRIVE, HOUSTON, TX 77056
Deed of Trust Address: 5531 CEDAR CREEK DRIVE, HOUSTON, TX 77056

AFFIDAVIT

STATE OF TEXAS §
COUNTY OF COLLIN §

BEFORE ME, the undersigned authority on this day personally appeared Cindy Mendoza, who after being duly sworn, deposed as follows:

"1. I am a duly authorized agent of McCarthy & Holthus, LLP, attorney for Select Portfolio Servicing, Inc. (mortgage servicer and duly authorized agent of the Current Beneficiary and Mortgagee as referenced in the foregoing Substitute Trustee's Deed) at the time of the events hereinafter set forth and make this affidavit for the purpose of declaring the incidence of statutory and contractual compliance of the entity or entities set out below.

2. This affidavit is made with respect to the foreclosure of that certain Deed of Trust dated 5/11/2004, recorded in Volume: 586-25 Page: 1532 Instrument No: X625215 of the Real Property Records, HARRIS County, Texas, executed by ROBERT F. STRANGE, JR. AND WIFE, LANA M. STRANGE, borrower(s), to TROY GOTSCHALL, Trustee, to secure payment of a Note to LONG BEACH MORTGAGE COMPANY, A CORPORATION.

3. To the best of my knowledge and belief, proper notice was sent prior to acceleration of indebtedness. All obligations duties of the holder of the debt were performed in the manner required by law and all notices were served on the Debtor at the Debtor's last known address as shown by the records of the holder of the debt.


4. To the best of my knowledge and belief, the mortgagors holding an interest in the above described property 1) were not members of the Armed Forces of the United States of America or were not protected by the Servicemembers' Civil Relief Act or Tex. Prop. Code § 51.015 on the date of the Trustee's Sale, and 2) were alive at the time of the foreclosure sale or, if deceased, the subject Trustee's Sale is not void or voidable pursuant to Tex. Estates Code § 256.003.

5. At the instructions and on behalf of the holder of the debt or its agent, notice of acceleration of indebtedness and Notice of Trustee's Sale was served on every Debtor obligated on the debt, in strict compliance with the Texas Property Code, by certified mail at least twenty-one (21) days prior to the date therein specified for sale at the last known address of each such Debtor according to the records of the holder of the debt.

6. At the instructions and on behalf of the holder of the debt or its agent, Notice of Trustee's Sale was filed with the County Clerk in the county or counties in which the subject property is situated and copies thereof posted at said courthouse(s) as required by law and in the manner specified by ordinance or custom."

FURTHER AFFIANT SAYETH NAUGHT.

Executed on: 4/20/2022

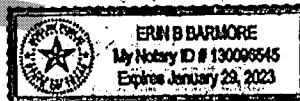

AFFIANT - Cindy Mendoza, Authorized Agent of
McCarthy & Holthus, LLP

STATE OF TEXAS §
COUNTY OF COLLIN §

Sworn to and subscribed before me, the undersigned Notary Public, on this day personally appeared Cindy Mendoza, who is a duly authorized agent of McCarthy & Holthus, LLP, on behalf of said law firm, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office dated this 20th day of April, 2022.


Notary Public Signature



After recording return to:
McCarthy & Holthus, LLP
1255 West 15th Street, Suite 1060
Plano, TX 75075

RP-2022-209800

UNOFFICIAL COPY

4
ORDER

FILED

Chris Daniel
District Clerk

JUL 31 2015

Time: 4:00 pm
Harris County, Texas

By: AC
Deputy

2014-69638

ROBERT S. STRANGE, JR.,
PLAINTIFF,

V.

DEUTSCHE BANK NATIONAL
TRUST COMPANY, AS TRUSTEE
IN TRUST FOR REGISTERED HOLDERS
OF LONG BEACH MORTGAGE LOAN
TRUST 2004-4, ASSET BACKED
CERTIFICATES, SERIES 2004-4,
DEFENDANT.

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IN THE DISTRICT COURT
OF HARRIS COUNTY, TEXAS

20150434904
09/23/2015 RP2 \$28.00

80TH JUDICIAL DISTRICT

P-3
EPO
7

ORDER GRANTING DEFENDANT'S MOTION FOR SUMMARY JUDGMENT

On this day came for consideration Defendant/Counterclaimant and Third Party Plaintiff

Deutsche Bank National Trust Company, as Trustee in Trust for Registered Holders of Long Beach
Mortgage Loan Trust 2004-4, Asset Backed Certificates, Series 2004-4's ("Defendant") Motion
for Summary Judgment (the "Motion").

2e

The Court is of the opinion that the Motion has merit and should be GRANTED. It is
therefore ORDERED that Defendant's Motion for Summary Judgment is GRANTED as to all
claims, counterclaims and third party claims by and between Defendant, Robert S. Strange Jr. as
Plaintiff and Lana Strange as Third Party Defendant. It is further

121
102
102

ORDERED that all of the claims asserted by Robert S. Strange Jr. ("Plaintiff") against
Defendant are dismissed with prejudice. It is further

ORDERED and DECLARED that Defendant, pursuant to Texas Rules of Civil Procedure
735, is hereby awarded an *in rem* Judgment against Robert S. Strange Jr. and Lana Strange
authorizing non-judicial foreclosure sale of the Property pursuant to the terms and conditions of
the subject Texas Home Equity Security Instrument and TEX. PROP CODE §51.002 of the
following described property, to wit:

RECORDER'S MEMORANDUM
This instrument is of poor quality
at the time of imaging

RP-2022-209800

RP 694-2943
certified Document Number: 66487823 - Page 1 of 3

UNOFFICIAL COPY

5531 Cedar Creek Drive, Houston, Texas 77056 (the "Property"). The legal description
of the Property is:

LOT THREE (3), IN BLOCK THIRTY (30) OF TANGLEWOOD, SECTION SIX (6), AN ADDITION IN HARRIS COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 35, PAGE 26 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

It is further ORDERED that this Final Judgment serves as an Order of Foreclosure of a Home Equity Lien in accordance with TEX. CONST. ART. XVI §50(a)(6) for the loan memorialized by the Texas Home Equity Security Instrument duly recorded as Instrument No. X625215 in the real property records of Harris County, Texas. It is further

ORDERED that a copy of this Order shall be sent to Robert S. Strange and Lana Strange, with the notice of the date, time and place of the foreclosure sale. It is further

ORDERED that Defendants ^{shall not} file a certified copy of this Order in the real property records of the county where the property is located ^{until after August 22, 2015} within ten (10) days after the entry of this Final Judgment; ^{and failure to timely} however, failure to timely record this Order shall not affect the validity of the foreclosure and defeat the presumption of TEX. CONST. ART XVI, §50(i). It is further

ORDERED that costs of court are hereby taxed against the party by whom they were incurred.

This is intended to be a final judgment disposing of all claims and causes of action.

Signed this 31st day of July, 2015.


JUDGE PRESIDING

RP-2022-209800

RP 2022-209800

Certified Document Number: 66487823 - Page 2 of 3

UNOFFICIAL COPY

APPROVED:

HIRSCH & WESTHEIMER, P.C.

By: /s/ Michael F. Hord Jr.
Michael F. Hord
State Bar No. 00784294
The Wedge Tower
1415 Louisiana, 36th Floor
Houston, Texas 77002
Telephone (713) 220-9182
Facsimile (713) 223-9319
mhord@hirschwest.com

ATTORNEYS FOR DEFENDANT

AGREED AS TO FORM:

Alan Gerger

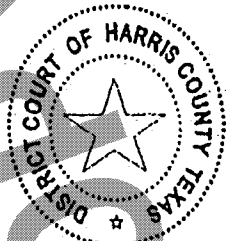
Alan Gerger
Deno Alan Gerger LLP
3006 Broadway
Houston TX 77006
713-403-7400

ATTORNEY FOR ROBERT F STANGE

RP-2022-209800

095-81-2951
Certified Document Number: 66487823 - Page 3 of 4

UNOFFICIAL COPY



COPY

I, Chris Daniel, District Clerk of Harris County, Texas certify that this is a true and correct copy of the original record filed and or recorded in my office, electronically or hard copy, as it appears on this date.
Witness my official hand and seal of office this September 15, 2015

Certified Document Number: 66487823

RP-2022-209800

RP 095-81-2952

Chris Daniel

Chris Daniel, DISTRICT CLERK
HARRIS COUNTY, TEXAS

After recording, please return to

Michael F. Hord Jr.
Hirsch & Westheimer, P.C.
1415 Louisiana, 36th Floor
Houston, TX 77002

RECORDER'S MEMORANDUM:
At the time of recordation, this Instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the Instrument was filed and recorded.

In accordance with Texas Government Code 406.013 electronically transmitted authenticated documents are valid. If there is a question regarding the validity of this document and or seal please e-mail support@hcdistrictclerk.com

UNOFFICIAL

RP-2022-209800

RP 2022-209800

UNOFFICIAL COPY

ALL RECORDS KEPT IN ACCORDANCE WITH THE PUBLIC INFORMATION ACT OF THE STATE OF TEXAS. ANY INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE. THIS INFORMATION IS BEING RELEASED TO YOU AS A MATTER OF PUBLIC RECORD. IT IS YOUR RESPONSIBILITY TO PROTECT THIS INFORMATION FROM UNAUTHORIZED DISCLOSURE.

SEP 23 2015



Sta Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

FILED
2015 SEP 28 PM 3:35
Sta Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

RECEIVED OR FILED
JUSTICE OF THE PEACE 5-2
HARRIS COUNTY, TEXAS
11/18/2022 5:29 PM

RP-2022-209800
Pages 8
04/21/2022 10:43 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$42.00

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2022-209800

UNOFFICIAL COPY

225200415232

Cause No. _____

JG

DEUTSCHE BANK NATIONAL
TRUST COMPANY, AS TRUSTEE, IN
TRUST FOR REGISTERED HOLDERS
OF LONG BEACH MORTGAGE
LOAN TRUST 2004-4, ASSET-
BACKED CERTIFICATES, SERIES
2004-4

§ JUSTICE OF THE PEACE COURT

Plaintiff §

V.

§
§
§
§
§
PRECINCT 5 POSITION 2

LANA M. STRANGE AND ROBERT F.
STRANGE, JR.
AND ALL OTHER OCCUPANTS

Defendants §

§
HARRIS COUNTY, TEXAS

CERTIFICATE OF LAST KNOWN ADDRESS

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ANTHONY A. GARCIA, attorney of record for Plaintiff herein, who, after first being duly sworn, deposed and stated as follows:

"I ANTHONY A. GARCIA, attorney of record for Plaintiff herein, certify that the last known mailing address for Defendants, LANA M. STRANGE AND ROBERT F. STRANGE, JR., is at their place of residence: 5531 CEDAR CREEK DRIVE, HOUSTON, TX 77056."

[Handwritten Signature]

ANTHONY A. GARCIA

SUBSCRIBED AND SWORN TO BEFORE ME, the undersigned authority, on this 18th day of November, 2022.

[Handwritten Signature]

Notary Public, State of Texas
My commission expires: 3/14/26

