



4. Petitioner alleges:

- A) The type of lien sought to be foreclosed is a home equity lien securing a debt created under Tex. Const. Art. XVI §50(a)(6). The lien is indexed at Document W579723 and recorded in the real property records of HARRIS County, Texas.
- B) Petitioner has the authority to seek foreclosure of the lien because it is the Beneficiary of the security instrument.
- C) The name of each Respondent obligated to pay the underlying debt or obligation evidenced by the loan agreement, contract, or lien encumbering the property sought to be foreclosed is: BRITA GODFREY AND GLORIA GODFREY.
- D) The name of each Respondent who is a mortgagor of the lien instrument sought to be foreclosed, but who is not a maker or assumer of the underlying debt, is: N/A.
- E) As of 08/04/2023:
1. 11 monthly installments have not been paid. The amount required to cure the default is \$10,738.23. According to Petitioner's records, all lawful offsets, payments, and credits have been applied to the account in default.
  2. The total amount required to pay off the loan agreement, contract, or lien is \$50,735.90.
- F) Notice to cure the default has been sent by certified mail to each Respondent who is obligated to pay the underlying debt or obligation. The opportunity to cure has expired.
- G) Before this application was filed, any other action required to initiate a foreclosure proceeding by Texas law or the loan agreement, contract, or lien sought to be foreclosed was performed.

5. **Legal action is not being sought against the occupant of the property unless the occupant is named as a Respondent in this application.**

6. **If Petitioner obtains a court order, Petitioner will proceed with foreclosure of the property in accordance with applicable law and the terms of the loan agreement, contract, or lien sought**

**to be foreclosed.**

7. The following documents are attached to this application:
  - A) An affidavit or declaration of material facts describing the basis for foreclosure.
  - B) The note and security instrument establishing the lien.
  - C) The current assignment of the lien recorded in the real property records of the county where the property is located.
  - D) A copy of each default notice required to be mailed to any Respondent under Texas law and the loan agreement, contract, or lien sought to be foreclosed, and the USPS Tracking report demonstrating that a notice was sent by certified mail before this application was filed.
8. **Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to Petitioner or Petitioner's attorney immediately.**
9. *Prayer for Relief.* Petitioner seeks an expedited order under Rule 736 so that it may proceed with foreclosure in accordance with applicable law and terms of the loan agreement, contract, or lien sought to be foreclosed.

Respectfully submitted,

MACKIE WOLF ZIENTZ & MANN, P.C.

/s/Ester Gonzales

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ATTORNEYS FOR PETITIONER



usual business practices of NEWREZ LLC F/K/A NEW PENN FINANCIAL D/B/A SHELLPOINT MORTGAGE SERVICING and the servicing industry in general, my job responsibilities, and the servicing records for Obligor's account.

4. Through my job responsibilities, I have access to and have reviewed the servicing records and data for Obligor's account, including electronic and computer generated records and data compilations. The records attached to the application are the original records or exact duplicates of the original records kept in the servicing file for Obligor's account.
5. Based on the regular practices of NEWREZ LLC F/K/A NEW PENN FINANCIAL D/B/A SHELLPOINT MORTGAGE SERVICING and the servicing industry in general, these records:
  - a) were made at or near the time of each act, event or condition set forth in the records;
  - b) were made by, or from information transmitted by, a person engaged in the servicing of Obligor's account who had actual knowledge of the acts, events, or conditions recorded; and
  - c) are the kind of records that are kept in the regular course of servicing loan agreements.
6. It is the regular practice of businesses engaged in the servicing of loan agreements or other contracts requiring the collection of money to keep accurate records on debits and credits to an account, an account's balance, the collateral securing the right to the lienholder's right to repayment, and efforts to enforce the underlying debt if the Obligor has defaulted. These records are relied upon for accuracy by all persons engaged in the servicing and enforcement of a loan agreement. There is no indication that the servicing records for Obligor's account are untrustworthy.
7. Based on the servicing records for Obligor's account, as of 08/04/2023, the loan agreement is due for the 10/12/2022 payment, and the number of unpaid scheduled monthly payments is 11. As of 08/04/2023, the amount required to cure the default is \$10,738.23, and the total amount required to pay off the loan agreement, contract, or lien is \$50,735.90. A copy of each default notice required to be mailed to any Respondent under Texas law and the loan agreement, contract, or lien sought to be foreclosed, and the USPS Tracking report demonstrating that a notice was sent by certified mail before this application was filed.

8. I sign the affidavit based on the personal knowledge that I have obtained by reviewing the servicing records for Obligor's account. The statements made in the application and my affidavit are true and correct as of the date stated.

SIGNED THIS 9 day of August, 2023.

Winston Johnson

(Printed Name) NEWREZ LLC/D/B/A  
SHELLPOINT MORTGAGE SERVICING AS  
ATTORNEY IN FACT FOR THE BANK OF NEW  
YORK MELLON AS TRUSTEE FOR THE CIT  
HOME EQUITY LOAN TRUST 2003-1

(Signature)

State of Texas

County of Harris

Signed under oath before me on 9 day of August, 2023.

Mary L. Cocheu  
Notary Public, State of Texas

My commission expires: 06/19/2026

