

Our File Number: 18-030104
Name: BARAJAS, GERARDO AND SHAWN E. SIMON

SUBSTITUTE TRUSTEE'S DEED

THE STATE OF TEXAS

COUNTY OF HARRIS

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

WHEREAS, Shawn E. Simon, a single person Gerardo Barajas, a single person, in order to secure the payment of Note for the sum set forth in said Note, payable to the order of NETWORK FUNDING, L.P., made, executed and delivered to SCOTT R. VALBY, Trustee, Jeff Leva, Sandy Dasigenis, Patricia Poston, Megan L. Randle, Ebbie Murphy, Wayne Daughtrey, Steve Leva, Amar Sood Substitute Trustee(s), a certain Deed of Trust dated August 18, 2005 in the principal amount of \$142,400.00, recorded in Clerk's File/Instrument Number Y712719, of the Real Property Records of HARRIS County, Texas, to which Deed of Trust and its record reference is here made for a detailed description of said Note, the terms and covenants of said Deed of Trust, and the lands and premises there conveyed; said land being more particularly described as follows:

LOT 84, IN BLOCK 3, VILLAGE WEST, SECTION 2, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 250, PAGE 1, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

WHEREAS, it is provided in said Deed of Trust that failure to make any of the payments in the above described Note as the same became due and payable, or failure to comply with any or all of the covenants and conditions of said Deed of Trust, shall, at the option of the legal or equitable owner(s) or holder(s) thereof, mature the whole of said Note and in such event or events and at the request of the owner(s) or holder(s) of said Note secured by said Deed of Trust, the said Trustee or his successors shall enforce said Trust by selling the hereinbefore described land and premises according to law, and in accordance with the provisions of said Deed of Trust, all as more fully set out in said Deed of Trust; and,

WHEREAS, default was made in the payment of said Note according to the terms, tenor and effect thereof, and the legal or equitable owner(s) or holder(s) of said Note, after all required notices were given, declared the whole Note immediately due and payable and the Trustee named in said Deed of Trust having been removed, the owner(s) and holder(s) of said indebtedness appointed the undersigned as Substitute Trustee, and requested the undersigned to sell said land and premises according to law and in accordance with the provisions of said Deed of Trust, in satisfaction of the indebtedness secured by said Deed of Trust; and,

WHEREAS, the said land above described was advertised for sale, and written notices of sale were posted in accordance with the terms of said Deed of Trust and in accordance with the laws of the State of Texas pertaining to the foreclosure under the Deed of Trust, said land having been advertised for sale at least 21 days preceding the date of sale at the Courthouse Door of the County above set forth, and if provided by said Deed of Trust in two other public places in said land having been advertised to be sold at the Courthouse of Harris County, in the area designated by the Commissioners' Court of such county, pursuant to §51.002 of the Texas Property Code as amended (or if no area is so designated, in the area immediately (next) adjacent to the location where the Notice of Sale was posted) on March 5, 2024, the said date being the first Tuesday in said month; and,

WHEREAS, the holder(s) of the debt served written notice of the proposed sale by certified mail at least twenty one (21) days preceding the date of sale on each debtor obligated to pay such debt according to the records of such holder(s) by deposit of the Notice, enclosed in a postpaid wrapper, properly addressed to each debtor at the most recent address shown by the records of the holder(s) of the debt, in a post office or official depository under the care and custody of the United States Postal Service; a copy of such Notice of Sale was filed with the County Clerk of such county at least twenty one (21) days preceding the date of the sale; and

WHEREAS, I, the said Substitute Trustee, did, between the hours of ten o'clock A.M. and four o'clock P.M. and beginning not earlier than 10:00 AM, or not later than three hours thereafter, on the date for which said sale was advertised, offered the said land and premises for sale at public venue at the Courthouse of Harris County, in the area designated by the Commissioners' Court of such county, pursuant to §51.002 of the Texas Property Code as amended, or if no area was designated by the Commissioner's Court, the sale was conducted in the area immediately (next) adjacent to the location where the Notice of Sale was posted; and

WHEREAS, at the said sale, DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2006-WL2, ASSET-BACKED CERTIFICATES, SERIES 2006-WL2, whose address is 3217 S. DECKER LAKE DR., SALT LAKE CITY, UT 84119 (hereinafter referred to as "Grantee") bid for said land and premises the sum of \$289,000.00 cash, which was the highest bid and best offer therefore

RP-2024-86063

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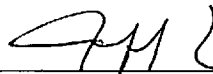
whereupon said land and premises were knocked off and sold for said sum to the said Grantee in accordance with the terms and provisions of said Deed of Trust;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That I, the said Substitute Trustee, named and appointed under the terms of said Deed of Trust, acting herein under and by virtue of the power conferred upon me by the said Deed of Trust, and in accordance with the laws of the State of Texas, for and in consideration of the sum bid as foresaid, which amount has been applied in accordance with the terms of said Deed of Trust on the indebtedness secured by it, do hereby bargain, sell and convey unto the said Grantee the said hereinbefore described land and premises, together with all and singular the rights and appurtenances to the same in anywise belonging.

TO HAVE AND TO HOLD the said property unto the said Grantee, its successors and assigns, forever, in fee simple, and I, the said Substitute Trustee, acting in the capacity and manner aforesaid, by virtue of the power vested in me under the terms of said Deed of Trust, do hereby bind and obligate the said mortgagor(s), his/her heirs, assigns, executors and administrators to warrant and forever defend all and singular the right and title to said property unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

TO BE EFFECTIVE March 5, 2024.

EXECUTED THIS 7th DAY OF March 2024



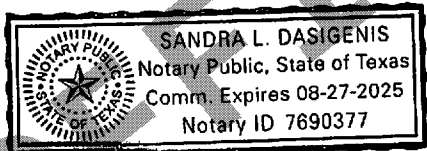
Jeff Leva Sandy Dasigenis, Patricia Poston, Megan L. Randle, Ebbie Murphy, Wayne Daughtrey, Steve Leva, Amar Sood
SUBSTITUTE TRUSTEE

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on 7th day of March, 2024 by Jeff Leva Sandy Dasigenis, Patricia Poston, Megan L. Randle, Ebbie Murphy, Wayne Daughtrey, Steve Leva, Amar Sood Substitute Trustee(s).

(SEAL)


Notary Public in and for the State of Texas

SANDRA L. DASIGENIS
Printed Name of Notary Public

RETURN TO: LOGS Legal Group LLP
13105 Northwest Freeway, Suite 960
Houston, TX 77040

RP-2024-86063

UNOFFICIAL COPY

LF# 18-031720

**AFFIDAVIT OF NOTICE TO DEBTORS
AND AFFIDAVIT OF MILITARY STATUS**

THE STATE OF TEXAS

COUNTY OF BEXAR


"The attached Notice of Trustee's Sale was posted at least twenty-one (21) days preceding the date of the sale at the Courthouse door of the County in which the property is located, and if appropriate, at two (2) other public places in such county, as set forth on the attached Notice of Trustee's Sale. A signed Notice of Trustee's Sale was filed in the office of the County Clerk of such county at least twenty-one (21) days preceding the date of the sale. In addition, Mortgagee caused the attached Notice of Trustee's Sale to be served and said Notice was served by Certified Mail upon all debtors obligated to pay the debt described in said Notice of Trustee's Sale, according to the records of such Mortgagee, at least twenty-one (21) days preceding the date of sale. The service was completed by depositing said written notice, enclosed in a postpaid wrapper, properly addressed as shown by the records of the Mortgagee, in an official depository under the care and custody of the United States Postal Service."

"The debtor(s) in default under the Deed of Trust/Security Instrument on the property described in the attached Notice of Trustee's Sale were served with written notice by certified mail of their default, and were given at least twenty (20) days to cure the default before the entire debt became due and notice of sale was given; such writing gave notice of intent to accelerate if such default was not cured."

"To the best of my knowledge, the owners of the property on the date of the Trustee's Sale, which date of sale and property are set forth and described in the attached Notice of Trustee's Sale were alive. The signor(s) of the Note and/or Deed of Trust/Security Instrument was/were either (i) not active duty military during the twelve (12) months prior to the said Trustee's Sale, or (ii) the obligation secured by the Deed of Trust/Security Instrument originated after the date on which the period of their military service began."

"My name is Barbara Ott, and my office address is 10130 Perimeter Parkway, Suite 400, Charlotte, NC 28216. I declare under penalty of perjury that the foregoing is true and correct."

Executed in Mecklenburg County, State of North Carolina, on the 7th day of February, 2024.



RETURN TO: LOGS Legal Group LLP
10130 Perimeter Parkway
Suite 400
Charlotte, NC 28216

COPY

RP-2024-86063

RP-2024-86063

RP-2024-86063

Pages 4

03/12/2024 09:59 AM

e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$33.00

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

COPY

UNOFFICIAL