

Cause No. 1232354

BERGEN GROUP, LLC

*Plaintiff,*

vs.

E. LEE OVERSTREET  
and/or ALL OTHER OCCUPANTS OF  
1201 BERING DRIVE UNIT 83  
HOUSTON, TX 77057

*Defendant.*

IN THE COUNTY COURT

AT LAW NO. 4

HARRIS COUNTY, TEXAS

**PLAINTIFF'S TRIAL EXHIBIT LIST**

Plaintiff, BERGEN GROUP, LLC, through its Attorney of Record, files its Exhibit List in accordance with the Texas Rules of Civil Procedure and this Court's Order for Trial Setting.

NUMBER	EXHIBIT	ADMITTED	DENIED
1	CERTIFIED COPY OF SUBSTITUTE TRUSTEE'S DEED		
2	CERTIFIED COPY OF DEED OF TRUST		
3	NOTICE TO VACATE		

Respectfully submitted,

BARRY & SEWART, PLLC

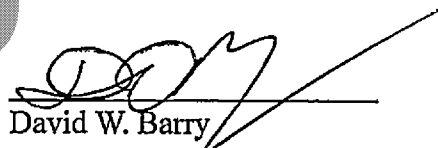


Anna C. Sewart, SBN: 24029832  
David W. Barry, SBN: 01835200  
Austin R. DuBois, SBN: 24065170  
John V. Burger, SBN: 03378650  
4151 Southwest Freeway, Suite 680  
Houston, Texas 77027  
Tel. (713) 722-0281  
Fax. (713) 722-9786  
Email: [evictions@barryandsewart.com](mailto:evictions@barryandsewart.com)  
*Attorneys for Plaintiff*

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that a true and correct copy of the foregoing was served on each below-named Defendant(s) or their attorney of record pursuant to the rules of Texas Civil Procedure on August 14, 2024.

ERICK DELARUE  
2800 POST OAK BLVD. STE 4100  
HOUSTON, TX 77056  
Email: [erick.delarue@delaruelaw.com](mailto:erick.delarue@delaruelaw.com)

  
\_\_\_\_\_  
David W. Barry

*Wanda Hight*

County Clerk Harris County, Texas



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

<b>Deed of Trust Date:</b> 10/7/2005	<b>Foreclosure Sale Date:</b> 3/5/2024
<b>Original Grantor(s)/Mortgagor(s):</b> E. LEE OVERSTRUTTY, A SINGLE WOMAN	<b>Foreclosure Sale Time:</b> 11:07 a.m.
<b>Original Beneficiary/Mortgagee:</b> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS A NOMINEE FOR UNION FEDERAL BANK OF INDIANAPOLIS, A FEDERAL SAVINGS BANK, ITS SUCCESSORS AND ASSIGNS	<b>Sale Amount:</b> \$26,100.00
<b>Current Beneficiary/Mortgagee:</b> U.S. Bank Trust Company, National Association, as Trustee, as successor-in-interest to U.S. Bank National Association, as Trustee for SACO I Trust 2005-9, Mortgage-Backed Certificates, Series 2005-9	<b>Grantee/Duyer:</b> BERGEN GROUP, LLC
<b>Property County:</b> HARRIS	<b>Grantee/Buyer Address:</b> 2018 WILD DUNES CIRCLE KATY, TX 77450
<b>Recorded In:</b> Volume: RP 012-49 Page: 1743 Instrument No: Y816810	

Legal Description of Property: RESIDENTIAL APARTMENT-HOME UNIT NUMBER 83 IN BUILDING 'N' AND THE SPACE ENCOMPASSED BY THE BOUNDARIES THEREOF AND THE EXTERIOR SURFACE FOR THE ASSOCIATED BALCONY, PATIO, PARKING SPACES AND UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS, IF ANY, OF SEVEN OAKS CONDOMINIUMS, A CONDOMINIUM PROJECT IN HARRIS COUNTY, TEXAS, ESTABLISHED BY THAT CERTAIN CONDOMINIUM DECLARATION AND EXHIBITS ATTACHED HERETO, RECORDED IN VOLUME 62, PAGE 130, VOLUME 106, PAGE 143 AND VOLUME 153, PAGE 22 ET SEQ, ALL OF THE CONDOMINIUM 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. Substitute Trustee sold the Property described above on an "AS IS" and "WHERE IS" basis without any express or implied warranties, except as to warranties of title, and at Purchaser's own risk, pursuant to the terms of FIDC, PROP. CODE §51.002 and §51.009.

WITNESS MY HAND, this 8th day of March, 2024

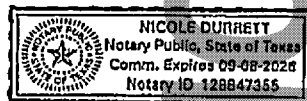
*Sandy Dasigenis*  
 \_\_\_\_\_  
 Anna Sewert, David Berry, Byron Sewert, Austin DeBois, John Berger, Martin Beltman, Sandy Dasigenis, Jeff Leva, Steve Leva or Patricia Poston

STATE OF TEXAS §  
COUNTY OF HARRIS §

Before me, the undersigned Notary Public, on this day personally appeared Anna Sewert, David Berry, Byron Sewert, Austin DeBois, John Berger, Martin Beltman, Sandy Dasigenis, Jeff Leva, Steve Leva 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 N/A, 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 8th day of March, 2024

*Nicole Durrett*  
Notary Public Signature



After recording return to:  
McCarthy & Holthaus, LLP  
1255 West 15th Street, Suite 1040  
Plano, TX 75075

MH FILE NO.: TX-23-96377-POS



RP-2024-92182

*Tammie D. Henry*

County Clerk Harris County, Texas



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 to the best of my knowledge and belief for the purpose of declaring the incidents 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 10/7/2003, recorded in Volume: RP 012-49 Page: 1743 Instrument No: YB16810 of the Real Property Records, HARRIS County, Texas, executed by E. LEE OVERSTREET, A SINGLE WOMAN, borrower(s), to ROBERT PRAPPIER, ATTORNEY, Trustee, to secure payment of a Note to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS A NOMINEE FOR UNION FEDERAL BANK OF INDIANAPOLIS, A FEDERAL SAVINGS BANK, ITS SUCCESSORS AND ASSIGNS.

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 instruction and on behalf of the note holder 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 mortgage servicer.

6. At the instructions and on behalf of the holder of the debt or its agent, the attached 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: 3/15/2024

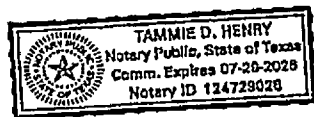
*[Signature]*  
AFFIANT - Cindy Mendoza, Authorized Agent of McCarthy & Holthus, LLP

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 15 day of MARCH 2024.

*[Signature]*  
Notary Public Signature



COPY

RP-2024-92182

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

MI FILE NO.: TX-23-96672-PCS



*Tenesha Hudspeth*



**NOTICE OF SUBSTITUTE TRUSTEE SALE**

<b>Deed of Trust Date:</b> 10/7/2005	<b>Grantor(s)/Mortgagor(s):</b> E. LEB OVERSTREET, A SINGLE WOMAN
<b>Original Beneficiary/Mortgagee:</b> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS A NOMINEE FOR UNION FEDERAL BANK OF INDIANAPOLIS, A FEDERAL SAVINGS BANK, ITS SUCCESSORS AND ASSIGNS	<b>Current Beneficiary/Mortgagee:</b> U.S. Bank Trust Company, National Association, as Trustee, its successor-in-interest to U.S. Bank National Association, as Trustee for SACOT Trust 2005-9, Mortgage-Backed Certificates, Series 2005-9
<b>Recorded In:</b> Volume: RP 012-49 Page: 1743 Instrument No: Y816810	<b>Property County:</b> HARRIS
<b>Mortgage Servicer:</b> Select Portfolio Servicing, Inc. is representing the Current Beneficiary/Mortgagee under a servicing agreement with the Current Beneficiary/Mortgagee.	<b>Mortgage Servicer's Address:</b> 3417 S. Decker Lake Dr., San Lake City, UT 84119
<b>Date of Sale:</b> 8/13/2024	<b>Earliest Time Sale Will Begin:</b> 10am
<b>Place of Sale of Property:</b> The Bayou City Event Center, Magnolia South Ballroom, located at 9401 Knight Rd, Houston, TX 77045 OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE.	

**Legal Description:** RESIDENTIAL APARTMENT-HOME UNIT NUMBER 83 IN BUILDING N AND THE SPACE ENCOMPASSED BY THE BOUNDARIES THEREOF AND THE EXTENDED SURFACE FOR THE ASSOCIATED BALCONY, PATIO, PARKING SPACES AND UNDIVIDED PERCENTAGE INTERESTS IN THE COMMON ELEMENTS, IF ANY, OF SEVEN CAKE CONDOMINIUMS, A CONDOMINIUM PROJECT IN HARRIS COUNTY, TEXAS, ESTABLISHED BY THAT CERTAIN CONDOMINIUM DECLARATION AND EIGHTH ATTACHED HERETO, RECORDED IN VOLUME 62, PAGE 122, VOLUME 106, PAGE 143 AND VOLUME 113, PAGE 22 ET SEQ. ALL OF THE CONDOMINIUM RECORDS OF HARRIS COUNTY, TEXAS.

In accordance with TEX. PROP. CODE §11.0074 and the Deed of Trust referenced above, the undersigned as attorney for Mortgagee or Mortgage Servicer does hereby remove the original Trustee and all successor substitute trustees and appoints their agent, Anne Stewart, David Barry, Ryan Stewart, Anna Duffola, John Finney, Martin Dobson, Sully Designers, M/L Lora, Steve Lora or Patricia Foster, Cole Jackson, Myra-Henryson, Tony Prater, McCaskey & Holmes, LLP, as Substitute Trustee, who shall hereafter exercise all powers and duties set forth in the said original Trustee under their said Deed of Trust, and, further, does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set forth in the beneficiary clause.

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

The Property will be sold "AS IS" without any express or implied warranties, except as to variations of title, and at the purchaser's own risk, pursuant to the terms of TEX. PROP. CODE §51.002 and §51.003. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Substitute Trustee reserves the right to set further reasonable conditions for conducting the public auction. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEES IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

NOTICE PURSUANT TO TEX. PROP. CODE § 51.002(C). ASSERT AND PROTECT YOUR RIGHTS AS MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU OR YOUR SPOUSE ARE SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL OR THE NATIONAL GUARD OR AS 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 THE BENEVOLENT OF THIS NOTICE IMMEDIATELY.

Date: 8/6/2024

Date: 8/6/2024

*[Signature]*  
 Tony Prater, Attorney  
 McCaskey & Holmes, LLP  
 1253 West 15th Street, Suite 1060  
 Plano, TX 75075  
 Attorneys for Select Portfolio Servicing, Inc.

**SANDY DASIGENIS**  
 Principal Name  
*[Signature]*  
 Substitute Trustee  
 c/o Texas Trustee  
 1253 West 15th Street, Suite 1060  
 Plano, TX 75075

MH File Number: TX-23-96677-POS  
 Loan Type: Conventional Residential

COPY

RP-2024-92182  
 TENESHA HUDSPETH, COUNTY CLERK, HARRIS COUNTY, TEXAS  
 FILED 2/8/2024 8:40:48 AM  
 FRI-2024-806

*Tenesha Hudspeth*

County Clerk Harris County, Texas



RP-2024-92182  
# Pages 4  
03/15/2024 03:26 PM  
e-Filed & e-Recorded in the  
Official Public Records of  
HARRIS COUNTY  
TENESHIA HUDSPETH  
COUNTY CLERK  
Fees \$33.00

COPY

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.



*Tenesha Hudspeth*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

RP-2024-92182

UNOFFICIAL





I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office  
This August 13, 2024

Teneshia Hudspeth, County Clerk  
Harris County, Texas

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.





OT  
44  
2

Y816810  
10/10/05 100943501

\$44.00

Return To:  
Attn: Post Prod/Loan Delivery Dept 441  
Union Federal Bank of Indianapolis  
7500 West Jefferson Boulevard  
Fort Wayne, IN 46804

Prepared By:  
Joan Lee Tadrick, Waterfield  
Financial Corporation, Inc.  
44 Union Blvd, Suite #200  
Lakewood, CO 80228

2294432  
Overstreet

### PURCHASE MONEY DEED OF TRUST

MIN 100245400022944321

#### 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 DEED OF TRUST is made this 7th day of October, 2005 among the Grantor, E. Lee Overstreet, a single woman

Robert Frappier, Attorney

(herein "Borrower"),

(herein "Trustee"), and the Beneficiary,

Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Union Federal Bank of Indianapolis, a Federal Savings Bank

("Lender") is organized and existing under the laws of the United States and has an address of 7500 W. Jefferson Boulevard, Fort Wayne, IN 46804

1/1/05  
lee  
lee

TEXAS - SECOND MORTGAGE - 6/82 - PURCHASE MONEY - FNMA/FHLMC UNIFORM INSTRUMENT WITH MERS

Form 3844A  
Amended 3/99  
VMP-76N(TX) (0411)  
Page 1 of 8 45141946  
VMP Mortgage Solutions, Inc. (800)521-7291



HOLD/PARTNERS TITLE COMPANY  
GALLERIA  
2716000778  
SATA

PLAINTIFF'S  
EXHIBIT  
2

012-57-43

COPY



*Wanda H. H. H.*



2294432

BORROWER, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of **Harris**, State of Texas: RESIDENTIAL APARTMENT-HOME UNIT NUMBER 83 IN BUILDING 'N' AND THE SPACE ENCOMPASSED BY THE BOUNDARIES THEREOF AND THE EXTERIOR SURFACE FOR THE ASSOCIATED BALCONY, PATIO, PARKING SPACES AND UNDIVIDED PERCENTAGE INTEREST IN THE COMMON ELEMENTS, IF ANY, OF SEVEN OAKS CONDOMINIUMS, A CONDOMINIUM PROJECT IN HARRIS COUNTY, TEXAS, ESTABLISHED BY THAT CERTAIN CONDOMINIUM DECLARATION AND EXHIBITS ATTACHED HERETO, RECORDED IN VOLUME 62, PAGE 130, VOLUME 106, PAGE 145 AND VOLUME 153, PAGE 22 ET SEQ, ALL OF THE CONDOMINIUM RECORDS OF HARRIS COUNTY, TEXAS.



Parcel ID Number: 113-317-000-0005 which has the address of  
1201 Bering #83 (Street)  
Houston (City), Texas 77057 (Zip Code)  
(herein "Property Address");

TOGETHER with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances and rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), all of which shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the leasehold estate if this Deed of Trust is on a leasehold) are hereinafter referred to as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Deed of Trust; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing, canceling or assigning this Deed of Trust.

TO SECURE to Lender the repayment of the indebtedness evidenced by Borrower's note dated October 7th, 2005 and extensions and renewals thereof (herein "Note"), in the principal sum of U.S. \$ 26,400.00, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on November 1st, 2020; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained.

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

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:  
1. Payment of Principal and Interest. Borrower shall promptly pay when due the principal and interest indebtedness evidenced by the Note and late charges as provided in the Note.  
2. Funds for Taxes and Insurance. Subject to applicable law or a written waiver by Lender, Borrower shall pay to Lender on the day monthly payments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein "Funds") equal to one-twelfth of the yearly taxes and assessments (including condominium and planned unit development assessments, if any) which may attain priority over this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. Borrower shall not be obligated to make such payments of Funds to Lender to the extent that Borrower makes such payments to the holder of a prior mortgage or deed of trust if such holder is an institutional lender.

HP 012-49-17-4-4

Initial *GA* Form 3344A

UNO



*Yvonne H. Harris*

County Clerk Harris County, Texas



2294432

If Borrower pays Funds to Lender, the Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills, unless Lender pays Borrower interest on the Funds and applicable law permits Lender to make such a charge. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made or applicable law requires such interest to be paid, Lender shall not be required to pay Borrower any interest or earnings 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 pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency in one or more payments as Lender may require.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender. If under paragraph 16 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. Application of Payments. Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note, and then to the principal of the Note.

4. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain priority over this Deed of Trust, and leasehold payments or ground rents, if any.

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 such other hazards as Lender may require and in such amounts and for such periods as Lender may require.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All insurance policies and renewals thereof shall be in a form acceptable to Lender and shall include a standard mortgage clause in favor of and in a form acceptable to Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

6. Preservation and Maintenance of Property; Leaseholds; Condominiums; Planned Unit Developments. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. If this Deed of Trust is on a unit in a condominium or a planned unit development, Borrower shall perform all of Borrower's obligations under the declaration or covenants creating or governing the condominium or planned unit development, the by-laws and regulations of the condominium or planned unit development, and constituent documents.

SP-11-63-210 FH

*YH*



*Donna Harrell*

County Clerk Harris County, Texas



2294432

7. Protection of Lender's Security. If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, upon notice to Borrower, may make such appearances, disburse such sums, including reasonable attorneys' fees, and take such action as is necessary to protect Lender's interest. If Lender required mortgage insurance as a condition of making the loan secured by this Deed of Trust, Borrower shall pay the premiums required to maintain such insurance in effect until such time as the requirement for such insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, at the Note rate, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof. Nothing contained in this paragraph 7 shall require Lender to incur any expense or take any action hereunder.

8. Inspection. Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

9. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender, subject to the terms of any mortgage, deed of trust or other security agreement with a lien which has priority over this Deed of Trust.

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 Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

11. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15 hereof. All covenants and agreements of Borrower shall be joint and several. Any Borrower who co-signs this Deed of Trust, but does not execute the Note, (a) is co-signing this Deed of Trust only to grant and convey that Borrower's interest in the Property to Trustee under the terms of this Deed of Trust, (b) is not personally liable on the Note or under this Deed of Trust, and (c) agrees that Lender and any other Borrower hereunder may agree to extend, modify, forbear, or make any other accommodations with regard to the terms of this Deed of Trust or the Note without that Borrower's consent and without releasing that Borrower or modifying this Deed of Trust as to that Borrower's interest in the Property.

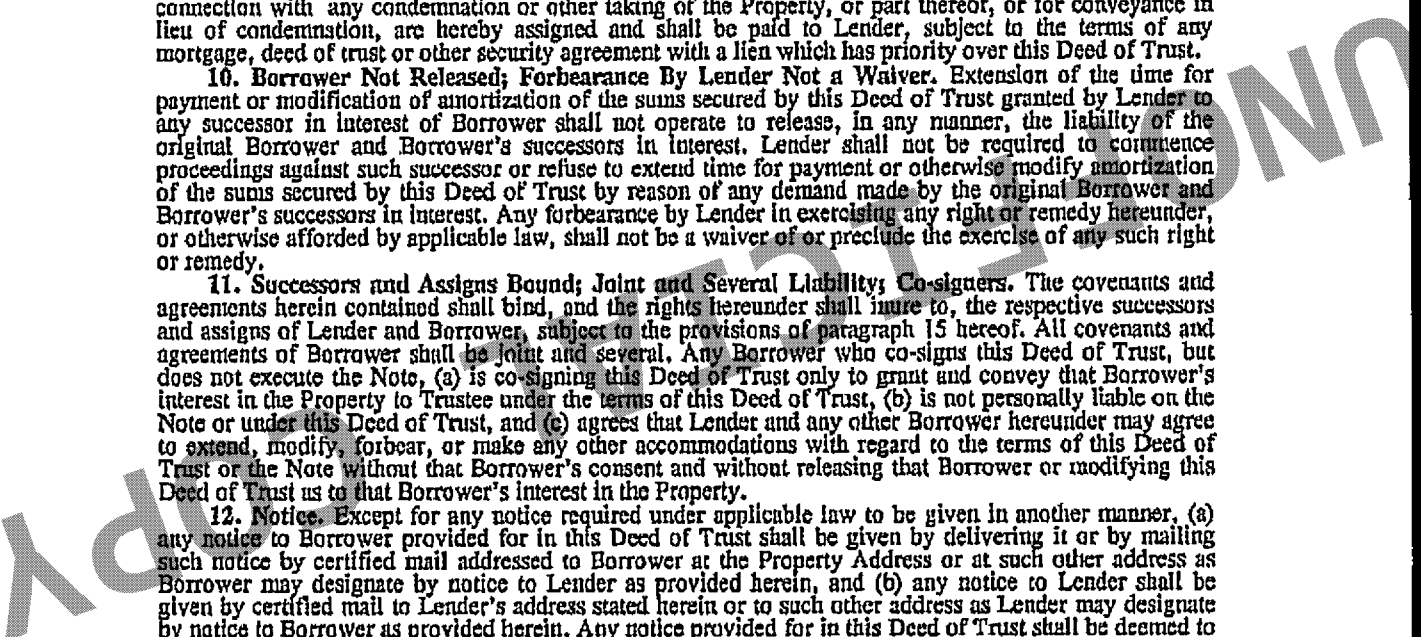
12. Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be given by delivering it or by mailing such notice by certified mail addressed to Borrower at the Property Address or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be given by certified mail to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in the manner designated herein.

13. Governing Law; Severability. The state and local laws applicable to this Deed of Trust shall be the laws of the jurisdiction in which the Property is located. The foregoing sentence shall not limit the applicability of federal law to this Deed of Trust. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of this Deed of Trust and the Note are declared to be severable. As used herein, "costs," "expenses" and "attorneys' fees" include all sums to the extent not prohibited by applicable law or limited herein.

14. Borrower's Copy. Borrower shall be furnished a conformed copy of the Note and of this Deed of Trust at the time of execution or after recordation hereof.

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*Handwritten Signature*



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15. 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 Deed of Trust. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Deed of Trust.

If 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 Deed of Trust. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Deed of Trust without further notice or demand on Borrower.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

16. Acceleration; Remedies. Except as provided in paragraph 15 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenants to pay when due any sums secured by this Deed of Trust, Lender prior to acceleration shall give notice to Borrower and to any other person required by applicable law as provided in paragraph 12 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than 20 days from the date the notice is mailed to Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust 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 nonexistence of a default or any other defense of Borrower to acceleration and sale. If the breach is not cured on or before the date specified in the notice, Lender, at Lender's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 16, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting written notice at least 21 days prior to the day of the sale at the courthouse door in each of the counties in which the Property is situated. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Such sale shall be made at public vendue between the hours of 10 o'clock a.m. and 4 o'clock p.m. on the first Tuesday in any month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property so sold with covenants of general warranty. Borrower covenants and agrees to defend the 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 reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

If the Property is sold pursuant to this paragraph 16, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at such sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.

17. Borrower's Right to Reinstate. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust due to Borrower's breach, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to the earlier to occur of (i) the fifth day before sale of the Property pursuant to the power of sale contained in this Deed of Trust or (ii) entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust and the Note had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust, and in enforcing Lender's and Trustee's remedies as provided in paragraph 16 hereof, including, but not limited to, reasonable attorneys' fees; and (d) Borrower takes such action as Lender may reasonably require to assure that the lien of this Deed of Trust, Lender's interest in

*Handwritten Initials*

2024-08-13 10:10:10 AM



*Deborah Harrell*

County Clerk Harris County, Texas



2294432

the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall continue unimpaired. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

**18. Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 16 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 16 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, premiums on receiver's bonds and reasonable attorneys' fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

**19. Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust without charge to Borrower. Borrower shall pay all costs of recordation, if any.

**20. Substitute Trustee.** Lender, at Lender's option, with or without cause, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

**21. Subrogation.** Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior titles, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

**22. Partial Invalidity.** In the event any portion of the sums intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected is interpreted so that any charge provided for in this Deed of Trust or in the Note, whether considered separately or together with other charges that are considered a part of this Deed of Trust and Note transaction, violates such law by reason of the acceleration of the indebtedness secured hereby, or for any other reason, such charge is hereby reduced to the extent necessary to eliminate such violation. The amounts of such interest or other charges previously paid to Lender in excess of the amounts permitted by applicable law shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note, or, at Lender's option, be refunded.

**23. Purchase Money Deed of Trust; Vendor's Lien.** The funds lent to Borrower under the Note secured hereby were used to pay all or part of the purchase price of the Property. The Note secured hereby also is primarily secured by the Vendor's Lien retained in the deed of even date herewith conveying the Property to Borrower, which Vendor's Lien has been assigned to Lender, this Deed of Trust being additional security therefor.

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*[Handwritten Signature]*

2024-08-13 10:15:11 AM





2294432

**REQUEST FOR NOTICE OF DEFAULT  
AND FORECLOSURE UNDER SUPERIOR  
MORTGAGES OR DEEDS OF TRUST**

Borrower and Lender request the holder of any mortgage, deed of trust or other encumbrance with a lien which has priority over this Deed of Trust to give Notice to Lender, at Lender's address set forth on page one of this Deed of Trust, of any default under the superior encumbrance and of any sale or other foreclosure action.

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

\_\_\_\_\_  
(Seal) E. Lee Overstreet (Seal)  
-Borrower -Borrower

\_\_\_\_\_  
(Seal) (Seal)  
-Borrower -Borrower

\_\_\_\_\_  
(Seal) (Seal)  
-Borrower -Borrower

\_\_\_\_\_  
(Seal) (Seal)  
-Borrower -Borrower

[Sign Original Only]

5-21-2024

UNOFFICIAL COPY





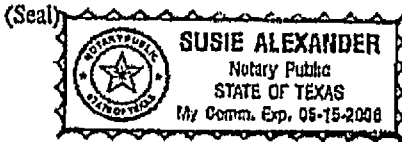
2294432

STATE OF TEXAS  
County of *Harris*

Before me *Susie Alexander* on this day personally appeared  
E. Lee Overstreet, a single woman

known to me (or proved to me on the oath of *Driver's License*) or through  
instrument and acknowledged to me that ) to be the person whose name is subscribed to the foregoing  
therein expressed. executed the same for the purposes and consideration

Given under my hand and seal of office this 7th day of October, 2005



*Susie Alexander*  
Notary Public

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 on

OCT 10 2005



*Vanessa Hight*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

Instate *[Signature]* Form 3844A

VMP-78N(TX) (0411)

Page 8 of 8

RECORDER'S MEMORANDUM:  
At the time of recordation, this instrument was  
found to be inadequate for the best photographic  
reproduction because of illegibility of the  
photo copy, discolored paper, etc.  
additions and changes were made to the  
no instrument was filed and recorded

*Vanessa Hight*  
COUNTY CLERK  
HARRIS COUNTY, TEXAS

2005 OCT 10 PM 1:57

FILED

0521-57-210 RR

UNOFFICIAL COPY





I, Teneshia Hudspeth, County Clerk of Harris County, Texas certify that these pages are a true and correct copy of the original record filed and recorded in my office, electronically or hard copy, as it appears on this date.

Witness my official hand and seal of office  
This August 13, 2024

Teneshia Hudspeth, County Clerk  
Harris County, Texas

Any provision herein which restrict the sale, rental or use of the described Real Property because of color or race is invalid and unenforceable under the Federal Law. Confidential information may have been redacted from the document in compliance with the Public Information Act.





**BARRY & SEWART, PLLC**

ATTORNEYS AT LAW

4151 Southwest Freeway, Suite 680  
Houston, TX 77027

Tel. (713) 722-0281  
Fax. (713) 722-9786

David W. Barry  
Anna C. Sewart

APRIL 22, 2024

**U.S. FIRST CLASS POSTAGE PRE-PAID, REGULAR AND CERTIFIED MAIL, RETURN  
RECEIPT REQUESTED**

**NOTICE TO VACATE**

E. LEE OVERSTREET,  
and/or All Other Occupants  
1201 BERING DRIVE UNIT 83  
HOUSTON, TX 77057

RE: Property: 1201 BERING DRIVE UNIT 83, HOUSTON, TX 77057  
File Number: EV240076

**THIS FIRM IS ATTEMPTING TO COLLECT A DEBT.  
ANY INFORMATION PROVIDED WILL BE USED FOR THAT PURPOSE.**

Dear E. LEE OVERSTREET and/or All Other Occupants:

This firm represents BERGEN GROUP, LLC (the "Owner"). Our client owns the above-referenced Property, which you are occupying. The Property was sold to the Owner on MARCH 5, 2024, at a Trustee's Sale (foreclosure) held on that date. You are now a tenant at sufferance pursuant to the terms of the Deed of Trust that was foreclosed. This letter constitutes notice from the Owner that you are required to **VACATE THE PROPERTY** and to remove all your personal belongings within three (3) days of the date this letter is delivered. If you fail to comply with this demand, and do not vacate the Property by the 4th day from the date this letter is delivered to the Property, we may, at our option, file suit against you for actual damages, attorney fees and costs of court. No further notice shall be given.

If suit is filed and you fail to appear/contest the suit, judgment may be entered for the Owner. In that situation, the Owner will enforce its rights under the judgment to have you and your personal belongings removed from the Property. Your personal belongings may be placed in an area outside the Property and be subject to peril and/or loss.

If you are a tenant pursuant to a bona fide lease or tenancy, you may have additional rights under THE PROTECTING TENANTS AT FORECLOSURE ACT OF 2009 ("PTFA") that would give you 90 days to vacate the property. **YOU MUST PROVIDE THIS FIRM WITH A COPY OF YOUR LEASE AND PROOF OF PAYMENT** if you (1) are a tenant with a lease agreement and (2) you have paid the rent for the month of the foreclosure sale and all subsequent months; and (3) you are not in default under the lease. If you have a lease, you must contact this office to discuss your options and payment of rent. If you are a tenant, please contact this office

EV240076 NTV

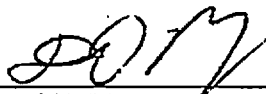
**PLAINTIFF'S  
EXHIBIT**

**3**

immediately to notify us of that.

**ACTIVE MILITARY SERVICE NOTICE: 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 THE SENDER OF THIS NOTICE IMMEDIATELY.**

Sincerely,



---

David W. Barry  
Attorney for Plaintiff  
[Evictions@barryandsewart.com](mailto:Evictions@barryandsewart.com)

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COPY

9589 0210 5270 1123 5875 28

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CERTIFIED MAIL® RECEIPT**  
Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

7007217

APR 20 10 08 PM  
POST OFFICE

**Certified Mail Fee**  
\$

**Extra Services & Fees** (check box, add fee as appropriate)

Return Receipt (hardcopy) \$

Return Receipt (electronic) \$

Certified Mail Restricted Delivery \$

Adult Signature Required \$

Adult Signature Restricted Delivery \$

**Postage**  
\$

**Total**  
\$

**Sent**  
\$

**Size**  
City

**E. LEE OVERSTREET,  
and/or All Other Occupant's  
1201 BERING DRIVE UNIT 83  
HOUSTON, TX 77057**

PS Form 3800, January 2023 PSN 7530-02-000-9017 See Reverse for Instructions

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### Automated Certificate of eService

This automated certificate of service was created by the e filing system. The filer served this document via email generated by the e filing system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

e File on behalf of David Barry  
Bar No. 01835200  
efile@barryandsewart.com  
Envelope ID: 90919237  
Filing Code Description: Notice of Trial From Party  
Filing Description:  
Status as of 8/15/2024 3:54 PM CST

Associated Case Party: Bergen Group, LLC

Name	BarNumber	Email	TimestampSubmitted	Status
John VBurger		evictions@barryandsewart.com	8/14/2024 5:48:14 PM	SENT

Associated Case Party: E.LeeOverstreet

Name	BarNumber	Email	TimestampSubmitted	Status
ERICK DELARUE		erick.delarue@delaruelaw.com	8/14/2024 5:48:14 PM	SENT