

SUBSTITUTE TRUSTEE'S DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM 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.

C&M No. 44-19-0466/Conventional/Black Knight
Shellpoint Mortgage Servicing

Date of Security Instrument: March 10, 2006

Grantor(s): Alexandra Naranjo, married

Original Trustee: PRLAP, Inc.

Original Mortgagee: Bank of America, N.A.

Recording Information: in Clerk's File No. Z162524 in the Official Public Records of Harris County, Texas

Current Mortgagee: Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as trustee for BCAT 2017-19TT

Mortgage Servicer: Shellpoint Mortgage Servicing whose address is 75 Beattie Place, Suite 300, Greenville, SC 29601. Pursuant to a Servicing Agreement between the Mortgage Servicer and Mortgagee, the Mortgage Servicer is authorized to represent the Mortgagee. Pursuant to the Servicing Agreement and Section 51.0025 of the Texas Property Code, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the referenced property.

Date of Sale: August 06, 2019

Amount of Sale: \$147,900.00

Grantee/Buyer: INVUM THREE, LLC
10690 SHADOW WOOD DR, STE 101
HOUSTON, TX 77043

Legal Description: LOT 10, IN BLOCK 3, OF LAKE RIDGE, SECTION FOUR (4), A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED AT FILM CODE NO. 554074 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

Place of Sale of Property: In the area designated by the Harris County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where the foreclosure sales are to take place, or if no place is designated by the Commissioners Court, the place where the Notice of Trustee's Sale was posted.

Grantor conveyed the property to Trustee in trust to secure payment of the Note. Mortgagee, through the Mortgage Servicer, declared that Grantor defaulted in performing the obligations of the Deed of Trust. Current Mortgagee, through the Mortgage Servicer, has appointed the Substitute Trustee and requested the 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. The Substitute Trustee sold the property to Buyer, who was the highest bidder for cash at the public auction, for the amount

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of the sale in the manner prescribed by law. The sale was conducted no earlier than 10:00 AM, as set forth in the Notice of Trustee's Sale and was concluded within three hours of such time. All matters, duties and obligations of the Mortgagee were legally performed.

Substitute Trustee, subject to any matters of record, 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 hereby sell the above referenced property AS IS without any express or implied warranties, and hereby conveys the property to the purchaser at the purchaser's own risk, pursuant to the terms of Texas Property Code §51.002 and §51.009.

Affidavit of Posting/Filing Notice of Sale is attached hereto marked as Exhibit "1" and Affidavit is attached hereto marked as Exhibit "2" is by this reference incorporated herein for all purposes.

EXECUTED this 8th day of August, 2019.

Sandy Dasigenis

Sandy Dasigenis
Substitute Trustee

STATE OF TEXAS

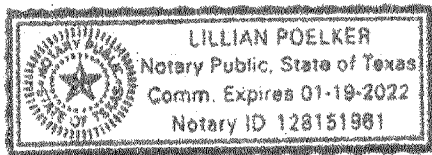
COUNTY OF Harris

Before me, the undersigned Notary Public, on this day personally appeared **Sandy Dasigenis** as Substitute Trustee, known to me or proved to me through a valid State driver's license or other official identification to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that (s)he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 8 day of August, 2019.

Lillian Poelker

Notary Public State of Texas



COPY

UNRECORDED

RP-2019-387186

Exhibit "1"

AFFIDAVIT OF POSTING/FILING NOTICE OF SALE

The undersigned, having knowledge of the matters hereinafter set forth, after being duly sworn, deposes and states under oath, as follows:

"On behalf of the servicer and/or holder and/or owner of the indebtedness secured by a Deed of Trust/Security Instrument, dated March 10, 2006 executed by Alexandra Naranjo, married to PRLAP, Inc., Trustee(s) and recorded in the office of County Clerk in Clerk's File No. Z162524 of Harris County, Texas; at least twenty-one (21) days preceding the sale on the 6th day of August, 2019;

- (i) Written notice of the proposed sale designating the County in which the property securing the above Deed of Trust/Security Instrument will be sold, was posted ("Notice of Sale") at the courthouse door of each County in which the property securing the above Deed of Trust/Security Instrument is located, or as otherwise designated by the County Commissioners; and
- (ii) A copy of said Notice of Sale was filed in the office of the County Clerk of the County in which the sale was made."


Michael Simmons, Substitute Trustee

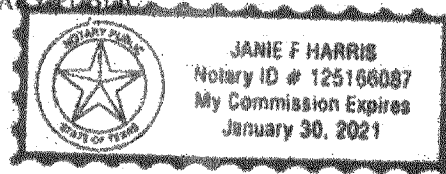
STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this day personally appeared Michael Simmons known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same in the capacity herein stated and for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 12th day of August, 2019.


NOTARY PUBLIC



C&M No. 44-19-0466

RP-2019-387186

COPY

NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

Assert and protect your rights as a member of the armed forces of the United States. If you are 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. Sender is: Codilla & Moody, P.C., 400 North Sam Houston Parkway East, Suite 900A, Houston, Texas 77060

INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION

Deed of Trust dated March 10, 2006 and recorded under Volume, Page or Clerk's File No. Instrument Number Z162324 in the real property records of HARRIS County Texas, with Alexandra Naranjo, married as Grantor(s) and Bank of America, N.A. as Original Mortgagee.

Deed of Trust executed by Alexandra Naranjo, married securing payment of the indebtedness in the original principal amount of \$135,071.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by Alexandra Naranjo. Wilmington Savings Fund Society, FSB, not in its individual capacity, but solely as trustee for BCAT 2017-19TT is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan. Shellpoint Mortgage Servicing is acting as the Mortgage Servicer for the Mortgagee. Shellpoint Mortgage Servicing, is representing the Mortgagee, whose address is: 75 Beattie Place, Suite 300, Greenville, SC 29601.

Legal Description:

LOT 10, IN BLOCK 3, OF LAKE RIDGE, SECTION FOUR (4), A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED AT FILM CODE NO. 554074 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

SALE INFORMATION

Date of Sale: 08/06/2019

Earliest Time Sale Will Begin: 10:00 AM

Location of Sale: The place of the sale shall be: HARRIS County Courthouse, Texas at the following location: Approximately 5,050 square feet of area of the Bayou City Event Center beginning at the southeast corner of the large ballroom and continuing westerly along the south wall a distance of approximately 87 feet and; thence northerly a distance of approximately 58 feet; then easterly approximately 87 feet to the east wall; thence southerly approximately 59 feet to the point of beginning, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court

TERMS OF SALE

A default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. Pursuant to the Deed of Trust, the mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "AS IS,"

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DIANE TRAUTMAN, COUNTY CLERK, HARRIS COUNTY, TEXAS
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FILED 7/16/2019 2:16:59 PM

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FRCL-2019-5817

DIANE TRAUTMAN, COUNTY CLERK, HARRIS COUNTY, TEXAS

"WHERE IS" condition, without any express or implied warranties, except as to the warranties of title, if any, provided for under the Deed of Trust.

The sale will begin at the earliest time stated above, or within three (3) hours after that time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) 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.

WHEREAS, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I HEREBY APPOINT AND DESIGNATE Jeff Leva, Sandy Dasigenis, Lillian Poelker, Patricia Poston, David Poston, Megan L. Randle, Ebbie Murphy, Michael Simmons, Thomas Delaney, Danya Gladney, Lisa Cockrell or Aaron Demuth as Substitute Trustee.

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is:
Codilis & Moody, P.C.
400 N. Sam Houston Pkwy E, Suite 900A
Houston, TX 77060
(281) 925-5200

Executed on this the 11th day of July, 2019.

Nicole M. Barte, Attorney at Law
Codilis & Moody, P.C.
400 N. Sam Houston Pkwy E, Suite 900A
Houston, TX 77060
(281) 925-5200

Posted and filed by:

Printed Name: SIMMONS

C&M No. 44-19-0466

COPY

AFFIDAVIT

BEFORE ME, the undersigned authority, personally appeared the undersigned affiant who, after being duly sworn, deposes and states under oath as follows:

"I am above the age of eighteen (18) years and am competent to make this affidavit and knowledgeable of the statements made in this affidavit.

At the instructions of the servicer and/or holder and/or owner of the indebtedness secured by a Deed of Trust/Security Instrument, dated March 10, 2006 executed by Alexandra Naranjo, married to PRLAP, Inc., Trustee(s) and recorded in the office of County Clerk in Z162524 of HARRIS County, Texas; and based upon the information provided by or on behalf of such servicer and/or holder and/or owner of the indebtedness, our office sent out the written notice of the proposed sale of the real property encumbered by said Deed of Trust/Security Instrument scheduled for August 06, 2019 was mailed to each debtor who, according to the records of such servicer and/or holder and/or owner is obligated to pay the debt. Service of the written notice was completed on July 15, 2019. On that date, the notice was deposited in the United States mail, postage prepaid and addressed to the debtor at the debtor's last known address. July 15, 2019, the date service of the notice was completed, was a date at least twenty-one (21) days preceding the date of the scheduled sale.

To the best of the my knowledge and belief, the obligor(s) had not filed any bankruptcy proceeding pending at the time of the foreclosure sale, was/were alive at the time of the foreclosure sale, and based upon information obtained from the U.S. Defense Manpower internet military website, it is my belief that such obligor(s) is/are not in the armed services of the United States of America twelve months prior hereto or on the date of the foreclosure sale and as of the date of this Affidavit.

Signed on this 7th day of August, 2019.

Codilis & Mooly, P.C.

Thomas Delaney
Thomas Delaney

STATE OF TEXAS

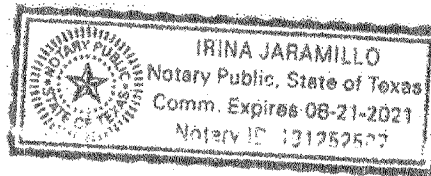
COUNTY OF HARRIS

BEFORE ME, the undersigned authority on this day personally appeared Thomas Delaney known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he/she executed same in the capacity herein stated and for the purposes and consideration therein expressed.

SUBSCRIBED AND SWORN TO BEFORE ME on this 7th day of August, 2019.

Irina Jaramillo
NOTARY PUBLIC in and for
THE STATE OF TEXAS

C&M No. 44-19-0466



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Pages 7
09/03/2019 09:18 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
DIANE TRAUTMAN
COUNTY CLERK
Fees \$36.00

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.



Diane Trautman

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2019-387186

CAUSE NO. _____

ALEXANDRA NARANJO

v.

U.S. BANK, N.A.

§
§
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§
§

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

_____ JUDICIAL DISTRICT

**PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR INJUNCTIVE RELIEF,
AND REQUEST FOR DISCLOSURES**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW Alexandra Naranjo, Plaintiff herein, filing this her Original Petition, Application for Injunctive Relief, and Request for Admissions against U.S. Bank, N.A., Defendant herein, and for causes of action would respectfully show the Court as follows:

DISCOVERY

1. Plaintiff intends to conduct discovery under Texas Rules of Civil Procedure 190.3 (Level 2).

PARTIES

2. Alexandra Naranjo is an individual who resides in Harris County, Texas and may be served with process on the undersigned legal counsel.

3. U.S. Bank, N.A. is an entity which conducts business in Harris County, Texas and may be served with process as follows:

U.S. Bank, N.A.
c/o The Secretary of the State of Texas
1100 Congress, Capitol Bldg., Rm 1E.8
Austin, Texas 78701

JURISDICTION AND VENUE

4. The Court has jurisdiction over U.S. Bank, N.A. because this Defendant is an entity which conducts business Harris County, Texas.

5. The Court has jurisdiction over the controversy because the damages are within the jurisdictional limits of the Court. Venue is mandatory in Harris County, Texas because the subject matter of the lawsuit involves real property which is located in Harris County, Texas. Further, all or a substantial part of the events or omissions giving rise to Plaintiff's causes of action against Defendant occurred in Harris County, Texas thus venue is proper under §15.002(a)(1) of the Texas Civil Practice and Remedies Code.

RELEVANT FACTS

6. The subject matter of the lawsuit is the real property and the improvements thereon located at 19426 Hickory Meadow Lane, Houston, TX 77084 (the "Property").

7. Plaintiff purchased the Property on or about March 6, 2006. During the process of purchasing the Property, Plaintiff executed a Note as well as a Deed of Trust in which Bank of America, N.A. is listed as the Lender.

8. Upon information and belief, the Note and Deed of Trust were transferred to U.S. Bank, N.A. ("Defendant") as lender under assignment, but the original Deed of Trust was not assigned properly.

9. The alleged assignment of the Deed of Trust does not meet the requisites of a valid assignment and, therefore, the chain of title is broken from the original lender.

10. Plaintiff consistently made her mortgage payments in a timely manner; however, she began to have financial difficulties due COVID related financial issues. Realizing that she may soon become in default on her mortgage payments, Plaintiff reached out to Defendant to

obtain options to get the loan current. There were none forthcoming from the Defendant.

11. Accordingly, Plaintiff began researching other options including, but not limited to selling her Property. As such, Plaintiff began looking for buyers. Fortunately, she was able to find an investor who was interested and, soon thereafter, submitted an offer. Accordingly, Plaintiff requested an up to date payoff, which she has not received yet.

12. In July 2024, Plaintiff began to receive a barrage of mail and phone calls from investors wishing to purchase her Property to prevent the coming foreclosure sale scheduled for August 6, 2024. Apparently, Defendant posted Plaintiff's Property for foreclosure sale without sending her proper and timely notice of default, an opportunity to cure the default, notice of intent to accelerate, notice of acceleration, and notice of foreclosure sale as required by the Texas Property Code thereby violating Plaintiff's due process rights as well as the Deed of Trust.

13. At this point, Plaintiff didn't know what to do because the closing on the sale of the Property isn't scheduled until August 17. Plaintiff immediately reached back out to Defendant to inform them of her ability to pay off the loan and request that the foreclosure sale be postponed so that she can complete the sale of her home and obligations under her agreement with the buyer. To date, Defendant has refused to cooperate.

14. Further, Plaintiff is informed and believes, and thereon alleges, that in order to conduct a foreclosure action, a person or entity must have standing under the deed of trust and statute. Plaintiff is informed and believes, and thereon alleges, that in order to assign a deed of trust, some person or entity must rightfully hold the note that the deed of trust secures payment on; an assignment of the mortgage note carries the deed of trust with it, while an assignment of the deed of trust alone is a nullity.

15. Defendant cannot produce any evidence that the Plaintiff's mortgage note has ever

been transferred to them. Any attempt to transfer the beneficial interest of a deed of trust without actual ownership of the underlying mortgage note is void under the law. Therefore, Defendant cannot establish that is entitled to assert a claim in this case such that the assignment to Defendant was effective at all. As such, Defendant does not have standing to foreclosure on the Property.

16. Accordingly, Plaintiff alleges that Defendant is attempting to wrongfully sell her Property at a foreclosure sale on August 6, 2024 in violation of the Deed of Trust, Texas Property Code, Plaintiff's due process rights, and without standing.

CLAIMS

AGENCY & RESPONDEAT SUPERIOR

17. Wherever it is alleged that Defendant did anything, or failed to do anything, it is meant that such conduct was done by Defendant's employees, vice principals, agents, attorneys, and/or affiliated entities, in the normal or routine scope of their authority, or ratified by Defendant, or done with such apparent authority so as to cause Plaintiff to reasonably rely that such conduct was within the scope of their authority. Plaintiff did rely to Plaintiff's detriment on Defendant's representatives being vested with authority for their conduct. Defendant is vicariously liable for the conduct of their employees, vice principals, agents, attorneys, affiliated entities, and representatives of Defendant's affiliated entities by virtue of respondeat superior, apparent authority, and estoppel doctrines.

FIRST CAUSE OF ACTION: BREACH OF CONTRACT

18. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraphs 1 through 17 as if set forth fully herein.

19. The actions committed by Defendant constitute breach of contract because:

A. There exists a valid, enforceable contract between Plaintiff and Defendant;

- B. Plaintiff has standing to sue for breach of contract;
- C. Plaintiff performed, tendered performance, or was excused from performing her contractual obligations;
- D. Defendant breached the contract; and
- E. The breach of contract by Defendant caused Plaintiff's injury.

**SECOND CAUSE OF ACTION:
DECLARATORY JUDGEMENT**

20. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraphs 1 through 19 as if set forth fully herein.

21. Plaintiffs made, presented, or used the assignment associated with the mortgage loan with knowledge that the documents or other records are fraudulent court records or fraudulent liens or claims against the real property. Additionally, Defendant falsely and fraudulently prepared documents required for Defendant to foreclose as a calculated and fraudulent business practice.

22. Therefore, Plaintiff seeks a determination of the rights of the parties pursuant to Tex. Div. Prac. & Rem. Code Ann. § 37.001 (West). An actual controversy has arisen and now exists between Plaintiff and Defendant did not have the right to foreclose on the Property because Defendant has failed to perfect any security interest in the mortgage note as a real party in interest. Thus, the purported power to foreclose, or even to collect monetarily on the note, does not now apply.

23. Plaintiff seeks a determination that Defendant is liable for having failed to properly record all releases, transfers, assignments or other actions relating to instruments Defendant filed or caused to be filed, registered or recorded in the deed of records of Texas in the same manner as the original instrument was required to be filed, registered or recorded.

24. Plaintiff seeks a determination that the power of sale in the Deed of Trust has no force and effect at this time as to Defendant because Defendant's actions in processing, handling, and foreclosure of this loan involved fraudulent, false, deceptive and/or misleading practices including, but not limited to, violations of Texas laws meant to protect the property records and property owner's/mortgage borrowers.

25. Plaintiff seeks a determination that because Defendant does not have standing to initiate foreclosure of the property, that any and all notices sent by Defendant regarding default or foreclosure be declared invalid.

26. Plaintiff seeks a declaratory judgment for quiet title, thereby voiding all documents on file indicating any interest of Defendant in the Property pursuant to the Deed of Trust, subsequent assignment thereof, appointment of substitute trustee documents and voiding any interest in the name of Defendant in the Property. Furthermore, Plaintiff is entitled to peaceful and quiet possession of the Property against Defendant now and forever.

**THIRD CAUSE OF ACTION:
VIOLATION OF TEXAS PROPERTY CODE §5.065**

27. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraphs 1 through 26 as if set forth fully herein.

28. Pursuant to the provisions of the Texas Property Code, the holder of a note must ordinarily give notice to the maker of the holder's intent to accelerate the time for payment as well as notice of acceleration. If the mortgagee intends to accelerate the maturity of the debt, the notice must unequivocally inform the mortgagor of the mortgagee's intention. A proper notice of default must give the borrower notice that the alleged delinquency must be cured; otherwise, the loan will be accelerated and the property will go to foreclosure. Prior to a foreclosure action, the

noteholder is also required to give the home owners clear and unequivocal acceleration notice. Effective acceleration requires two acts: notice of intent to accelerate and notice of acceleration.

29. The actions committed by Defendant constitute violations of the Texas Property Code §5.065 because Defendant never sent proper and timely notice of default, the opportunity to cure the default, notice of intent to accelerate the debt, notice of acceleration, and notice of foreclosure sale which are required in order for Defendant to foreclose on their lien rights to the Property.

**DAMAGES:
ACTUAL DAMAGES**

30. Plaintiff is entitled to recover her actual damages from Defendant for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

EXEMPLARY DAMAGES

31. Plaintiff is entitled to recover her exemplary damages from Defendant for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

ATTORNEYS' FEES

32. Plaintiff was forced to employ the undersigned attorneys to represent him and has agreed to pay them reasonable attorneys' fees for their services. Plaintiff is entitled to recover her reasonable attorneys' fees pursuant to Chapter 38 of the Texas Civil Practices & Remedies Code for which Plaintiff pleads in an amount which does not exceed the jurisdictional limits of this Court.

CONDITIONS PRECEDENT

33. All conditions precedent to the Plaintiff's right to bring these causes of action have been performed, have occurred, or have been waived.

REQUEST FOR DISCLOSURES

34. Defendant is hereby requested to disclose to Plaintiff, within 50 days of service of this request, the information and material described in Rule 194 of the Texas Rules of Civil Procedure.

EX-PARTE APPLICATION FOR TEMPORARY RESTRAINING ORDER

35. To the extent not inconsistent herewith, Plaintiff incorporates by reference the allegations made in paragraph 1 through paragraph 29 as if set forth fully herein.

36. Unless Defendant is enjoined, Plaintiff will suffer probable harm which is imminent and irreparable. More specifically, if not enjoined, Defendant may sell the Property at any time during the pendency of this matter thus depriving Plaintiff of ownership of the Property and potentially causing Plaintiff to be dispossessed of the Property. Defendant has posted Plaintiff's Property at a foreclosure sale on August 6, 2024. Plaintiff has no adequate remedy at law because the subject matter is real property, and any legal remedy of which Plaintiff may avail himself will not give him as complete, equal, adequate, and final a remedy as the injunctive relief sought in this Application.

37. Therefore, Plaintiff requests that this Court issue a Temporary Restraining Order and, thereafter, a Temporary Injunction, to restrain Defendant from selling, or re-posting, the real property which is the subject matter of this lawsuit and is commonly known as 19426 Hickory Meadow Lane, Houston, TX 77084 at a foreclosure sale.

38. Plaintiff further requests that, upon trial on the merits, Defendant be permanently enjoined from the same acts listed in Paragraph 36 above.

39. Plaintiff is likely to prevail on the merits of the lawsuit as described above.

40. The granting of the relief requested is not inconsistent with public policy considerations.

41. Plaintiff is willing to post a reasonable temporary restraining order bond and requests that the Court set such bond.

PRAYER

WHEREFORE, PREMISES CONSIDERED, Plaintiff respectfully requests that:

- A. Defendant be cited to appear and answer herein;
- B. The Court conduct a hearing on Plaintiff's Application for Injunctive Relief;
- C. A temporary restraining order be issued restraining Defendant, their agents, employees, and legal counsel, and those acting in concert or participation with Defendant who receive actual notice of the Order, by personal service or otherwise, from selling, or re-posting, the real property which is the subject matter of this lawsuit and is commonly known as 19426 Hickory Meadow Lane, Houston, TX 77084 at a foreclosure sale;
- D. A Permanent Injunction be entered enjoining Defendant from the same acts listed in Paragraph C above; and
- E. Upon final hearing or trial hereof, the Court order a judgment in favor of Plaintiff against Defendant for her actual damages, exemplary damages, reasonable attorneys' fees, all costs of court, and such other and further relief, both general and special, at law or in equity, to which Plaintiff may be entitled.

Respectfully Submitted by,

Law Office of Erick DeLaRue, PLLC

By: /s/ Erick DeLaRue

ERICK DELARUE

Texas Bar No: 24103505

2800 Post Oak Boulevard, Suite 4100

Houston, TX 77056

Telephone: 713-899-6727

Email: erick.delarue@delaruelaw.com

Mary Daughtrey (paralegal)

Email: mary.daughtrey@delaruelaw.com

ATTORNEY FOR PLAINTIFF

Unofficial Copy Office of Marilynn B. Williams, District Clerk

CAUSE NO. _____

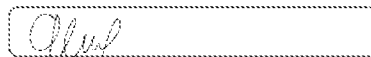
ALEXANDRA NARANJO § IN THE DISTRICT COURT OF
 §
v. §
 § _____ JUDICIAL DISTRICT
U.S. BANK, N.A. §
 §
STATE OF TEXAS §
 § KNOW ALL THESE BY MEN PRESENT:
COUNTY OF HARRIS §
 §

DECLARATION/VERIFICATION OF ALEXANDRA NARANJA

1. “My name is Alexandra Naranjo. I am the Plaintiff in the above-captioned lawsuit. I have read the Plaintiff’s Original Petition, Application for Injunctive Relief, and Requests for Disclosures to which this Declaration relates and offer this Declaration in support of the statements and arguments asserted herein. I have personal knowledge of the facts therein and state that every factual statement made is true and correct. I have never been convicted of a felony or other crime involving moral turpitude.

My name is Alexandra Naranjo, my date of birth is June 23, 1970, and my address is 19426 Hickory Meadow Ln., Houston, Tx 77084 I declare under penalty of perjury that the foregoing information is true and correct.”

Executed in HARRIS County, State of Texas, on the 5th day of August, 2024



Alexandra Naranjo

eSignature Details

Signer ID: 76AmQuBsYMHcns7MY1nQTyf
Signed by: Alexandra Naranjo
Sent to email: nana70gana@hotmail.com
IP Address: 172.58.36.98
Signed at: Aug 5 2024, 2:51 pm CDT

Unofficial Copy Office of Marilyn Burgess District Clerk

2024-49746 / Court: 165

CAUSE NO. _____

ALEXANDRA NARANJO

v.

U.S. BANK TRUST, N.A.

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§

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

§ _____ JUDICIAL DISTRICT

EX-PARTE TEMPORARY RESTRAINING ORDER

ON THIS DATE the Plaintiff's Application for Temporary Restraining Order that was incorporated into and pled in Plaintiff's Original Petition, Application for Injunctive Relief, and Request for Disclosures ("Petition") in this cause, was heard and considered before this Court.

Based upon the pleadings, exhibits, records, and documents filed by Plaintiff and presented to the Court, as well as the arguments of legal counsel at the hearing, IT CLEARLY APPEARS THAT:

- A. Unless U.S. Bank Trust, N.A. ("Defendant"), their agents, employees, directors, shareholders, and legal counsel is/are immediately enjoined and restrained, Defendant may sell the Property at any time during the pendency of this matter thus depriving Plaintiff of ownership of the Property identified and described in the Petition and potentially causing Plaintiff to be dispossessed of the Property. Plaintiff will suffer an immediate and irreparable harm and will have no adequate remedies under the law and Defendant may commit the foregoing before notice and hearing on Plaintiff's Application for Temporary Injunction.

B. Plaintiff will suffer an irreparable harm if Defendant, their agents, employees, directors, shareholders, and legal counsel are not restrained immediately because Defendant has posted Plaintiff's property for the August 6, 2024 foreclosure sale, which is real property and Plaintiff's homestead, which makes this property unique and irreplaceable, and there is no adequate remedy at law to grant Plaintiff complete, final, and equitable relief.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED that Defendant, their agents, employees, directors, shareholders, and legal counsel are hereby ORDERED to immediately cease and desist from taking any further foreclosure action (including, but not limited to, sending notices of default, acceleration, and foreclosure sale) in pursuit of selling the Property which is the subject matter of this lawsuit and is commonly known as 19426 Hickory Meadow Lane, Houston, TX 77084. Defendant, their agents, employees, directors, shareholders, and legal counsel are hereby immediately enjoined and restrained from the date of entry of this Order until fourteen (14) days hereafter, or until further ordered by this Court.

IT IS FURTHER THEREFORE ORDERED, ADJUDGED, AND DECREED that Plaintiff's Application for Temporary Injunction be heard on the 15th day of August, 2024 starting at 3:00 p.m. in the courtroom of the 165th District Court of Harris County located at in the Harris County Courthouse, 201 Caroline Street, Houston, Texas 77002 and that Defendant is commanded to appear at that time and show cause, if any, why a temporary injunction should not be issued against Defendant.

The Clerk of the above-entitled court shall issue a notice of entry of a temporary restraining order in conformity with the law and the terms of this Order, to include a copy of this Order, upon the filing by Plaintiff of the bond hereinafter set.

This Order shall not be effective until Plaintiff deposits with the Harris County District Clerk, a bond in the amount of \$ **500.00**, in due conformity with applicable law. The bond may be in the form of cash, cashier's check, or a check drawn from operating account of Plaintiff's attorney's law firm.

SIGNED and ENTERED this the _____ day of August, 2024 at _____ a.m./p.m.

Signed:
8/5/2024

Brittany Morris

JUDGE PRESIDING

Unofficial Copy Office of Marilyn Burgess District Clerk

Notice of Substitute Trustee's Sale

Notice Concerning Military Duty: Assert and protect your rights as a member of the armed forces of the United States. If you are 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. Tex. Prop. Code § 51.002(i)

Deed of Trust Date: March 10, 2006	Original Mortgagor/Grantor: ALEXANDRA NARANJO
Original Beneficiary / Mortgagee: BANK OF AMERICA, NA., ITS SUCCESSORS AND ASSIGNS	Current Beneficiary / Mortgagee: U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2 ACQUISITION TRUST C/O U.S. BANK TRUST NATIONAL ASSOCIATION
Recorded in: Volume: N/A Page: N/A Instrument No: Z162524	Property County: HARRIS
Mortgage Servicer: SELENE FINANCE LP	Mortgage Servicer's Address: 3501 OLYMPUS BLVD., SUITE 500 DALLAS, TEXAS 75019

* The mortgage servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

Secures: Note in the original principal amount of \$135,071.00, executed by ALEXANDRA NARANJO and payable to the order of Lender.

Property Address/Mailing Address: 19426 HICKORY MEADOW LN, HOUSTON, TX 77084

Legal Description of Property to be Sold: LOT 10, IN BLOCK 3, OF LAKE RIDGE, SECTION FOUR (4), A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED AT FILM CODE NO. 554074 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

Date of Sale: August 06, 2024.	Earliest time Sale will begin: 10:00 AM
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Place of sale of Property: 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 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

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.

Appointment of Substitute Trustee: Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust, the same is now wholly due. Because of that default, U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2 ACQUISITION TRUST C/O U.S. BANK TRUST NATIONAL ASSOCIATION, the owner and holder of the Note, has requested Amar Sood, Patricia Poston, David Poston, Nick Poston, Chris Poston, Sandy Dasigenis, Jeff Leva, Steve Leva or Nicole Burrett whose address is 14800 LANDMARK BLVD., SUITE 850, DALLAS, TX 75254, to sell the property. The Trustee(s) has/have been appointed Substitute Trustee in the place of the original trustee, in the manner authorized by the deed of trust.



TENESHIA HUDSPETH, COUNTY CLERK, HARRIS COUNTY, TEXAS
FRCL-2024-3773
FILED 6/13/2024 9:19:07 AM

UNOFFICIAL COPY

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that *U.S. BANK TRUST NATIONAL ASSOCIATION, NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS OWNER TRUSTEE FOR RCF 2 ACQUISITION TRUST C/O U.S. BANK TRUST NATIONAL ASSOCIATION* bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075(a) of the Texas Property Code, Amar Sood, Patricia Poston, David Poston, Nick Poston, Chris Poston, Sandy Dasigenis, Jeff Leva, Steve Leva or Nicole Durrett whose address is 14800 LANDMARK BLVD., SUITE 850, DALLAS, TX 75254, Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Amar Sood, Patricia Poston, David Poston, Nick Poston, Chris Poston, Sandy Dasigenis, Jeff Leva, Steve Leva or Nicole Durrett whose address is 14800 LANDMARK BLVD., SUITE 850, DALLAS, TX 75254, Trustee.

Limitation of Damages: If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the funds paid. The purchaser shall have no further recourse against Mortgagor, the Mortgagee, or the Mortgagee's attorney.



SUBSTITUTE TRUSTEE

Amar Sood, Patricia Poston, David Poston, Nick Poston, Chris Poston, Sandy Dasigenis, Jeff Leva, Steve Leva or Nicole Durrett, Trustee

c/o Robertson, Anschutz, Schneid, Crane & Partners, PLLC,
13010 Morris Rd, Suite 450, Alpharetta, Georgia 30004
PH: (470)321-7112

UNOFFICIAL

Real Property

File Number

Film Code

Date (From)

Date (To)

Grantor

Grantee

Trustee

Subdivision or Description

Instrument Type

Volume

Page

Section

Lot

Block

Unit





Abstract

Outlot

Tract

Reserve

SEARCH **CLEAR**

	File Number	File Date	Type Vol Page	Names	Legal Description	Pgs	Film Code <input type="checkbox"/>
	20150531663	11/24/2015	REL	Grantor: BARTLEY RICHARD E ETAL Grantor: LAKE RIDGE COMMUNITY ASSOCIATION ETAL Grantee: NARANJO ALEXANDRA	Related Docs	2	ER076511773
	20120373036	08/16/2012	A/J	Grantor: LAKE RIDGE COMMUNITY ASSOCIATION Grantee: NARANJO ALEXANDRA	Related Docs	2	ER035412080
	Z162523	03/17/2006	W/D	Grantor: LONG LAKE LTD Grantee: NARANJO ALEXANDRA	Desc: LAKE RIDGE Sec: 4 Lot: 10 Block: 3	4	RP019210882
	Z162527	03/17/2006	NOTICE	Grantor: LONG LAKE LTD ETAL Grantor: NARANJO ALEXANDRA ETAL Grantee: LONG LAKE LTD ETAL Grantee: NARANJO ALEXANDRA ETAL	Desc: LAKE RIDGE Sec: 4 Block: 3	4	RP019210911

Real Property

File Number

Film Code

Date (From)

Date (To)

Grantor

Grantee

Last Name First - No Punctuation

Trustee

Subdivision or Description

Instrument Type

Volume

Page

Section

Lot

Block

Unit

Abstract

Outlot

Tract

Reserve

File Number	File Date	Type	Names	Legal Description	Pgs	Film Code <input type="checkbox"/>
RP-2019-387186	09/03/2019	DEED	Grantor: DASIGENIS SANDY Grantor: NARANJO ALEXANDRA Grantee: INVUM THREE LLC	Desc: LAKE RIDGE Sec: 4 Lot: 10 Block: 3 Related Docs	7	RP-2019-387186
20120444460	09/26/2012	A/J	Grantor: NARANJO ALEXANDRA Grantee: LAKE RIDGE COMMUNITY ASSOCIATION	Related Docs	2	ER036790019
Z162524	03/17/2006	D/T	Grantor: NARANJO ALEXANDRA Grantee: BANK OF AMERICA NA Trustee: PRLAP INC TRE	Desc: LAKE RIDGE Sec: 4 Lot: 10 Block: 3 Related Docs	21	RP019210886
Z162527	03/17/2006	NOTICE	Grantor: LONG LAKE LTD ETAL Grantor: NARANJO ALEXANDRA ETAL Grantee: LONG LAKE LTD ETAL Grantee: NARANJO ALEXANDRA ETAL	Desc: LAKE RIDGE Sec: 4 Block: 3	4	RP019210911