

CAUSE NO. \_\_\_\_\_

**ROBERT WALSH**  
*Plaintiff,*

§ **IN THE DISTRICT COURT**

§

§

VS.

§ \_\_\_\_\_ **JUDICIAL DISTRICT**

§

§

**SELECT PORTFOLIO SERVICING,  
INC. and WILMINGTON SAVINGS  
FUND SOCIETY FSB**

§ **HARRIS COUNTY, TEXAS**

§

*Defendant.*

**PLAINTIFF'S ORIGINAL PETITION AND VERIFIED APPLICATION FOR  
TEMPORARY RESTRAINING ORDER AND INJUNCTION**

TO THE HONORABLE JUDGE OF SAID COURT:

COMES NOW, Plaintiff, ROBERT WALSH and files this Original Petition against Defendant, Select Portfolio Servicing, Inc. and Wilmington Savings Fund Society FSB alleges, the following facts and causes of action:

**PARTIES**

1. Plaintiff, ROBERT WALSH is an individual residing in Harris County, Texas. The last three digits of his Texas DL are 193, and the last three digits of his social security number are 651.

2. Defendant, SELECT PORTFOLIO SERVICING, INC., is a Foreign For-Profit Corporation, that can be served through its registered agent CORPORATION SERVICE COMPANY D/B/A CSC-LAWYERS INCORPORATING SERVICE COMPANY, 211 E. 7th Street, Suite 620, Austin, TX 78701-3218 USA.

3. Defendant, WILMINGTON SAVINGS FUND SOCIETY FSB, is a Foreign Fiduciary and does not have a registered agent in the State of Texas. It may be served through the Texas Secretary of State. The Defendant's address is 500 Delaware Ave, Wilmington, DE 19801.

### **DISCOVERY**

4. Pursuant to Rule 190.1 of the Texas Rules of Civil Procedure, Plaintiff states that discovery is to be conducted under Rule 190.3, Level 2 Discovery.

### **JURISDICTION AND VENUE**

5. This Court has Jurisdiction over the subject matter and parties.

6. Venue is proper in HARRIS County because the case concerns real property located in Harris County and the actions and omissions occurred in Harris County as well.

### **FACTS**

7. Plaintiff is the owner of a single-family home in Harris County Texas, located at 11702 Empress Oaks Ct, Houston, TX 77082. The legal description is as follows:

LOT ONE (1) IN BLOCK (1) OF ROYAL OAKS COUNTRY CLUB SECTION NO. 2 A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 439069 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

8. The property is the Plaintiff's homestead. The Defendant is currently pursuing a February 4, 2025 foreclosure sale of the Plaintiff's home, pursuant to a Deed of Trust dated March 21, 2022, (Exhibit A, *Notice of Substitute Trustee's Sale*).

### **The Mortgage**

9. The original mortgagee under the Deed of Trust was **Hometown Equity Mortgage, LLC**. The Defendant now claims to be the **current mortgagee**. However, a diligent search of the Harris County real property records **reveals no recorded assignment or transfer**

**of the mortgage** to the Defendant. The Defendant has also failed to provide the Plaintiff with any documentation confirming its legal interest in the loan.

**Prior Litigation and Lack of Notice**

10. On or about June 25, 2024, the Plaintiff filed suit against a WILMINGTON SAVINGS FUND SOCIETY FSB in cause number 2024-40160 based on issues related to the servicing of the mortgage. That suit was then removed to federal court before any temporary restraining order of injunctive relief was granted. The Plaintiff was not notified of further developments after removal and was unaware of the status of the case.

11. Just days before the filing of this Application, Mr. Walsh began receiving solicitations from real estate investors, informing him that his home was scheduled for foreclosure on February 4, 2025. On January 30, 2025, Mr. Walsh contacted the undersigned attorney for the first time. Upon investigation, the undersigned attorney discovered that:

- The lawsuit filed on behalf of Mr. Walsh had been dismissed.
- A Notice of Foreclosure Sale had been recorded.
- The property was indeed scheduled for a trustee's sale on February 4, 2025.

12. At no time did the Defendants provide Mr. Walsh with a **notice of default or a notice of the foreclosure sale**, as required by law. The Defendant's failure to provide notice violates the Texas Property Code, the Deed of Trust, and fundamental due process and deprives the Plaintiff of any opportunity to contest the foreclosure. If the trustee sale proceeds, Mr. Walsh will suffer irreparable harm, as he will lose his home without any adequate remedy at law.

**Dispute and relief sought**

13. Based on the foregoing facts, a **genuine dispute** exists between the parties regarding:

- The servicing of the mortgage.
- The Defendant's legal authority to enforce the Deed of Trust and conduct a foreclosure sale.

13. Specifically, the Plaintiff disputes the Defendants' claim that it has met the **necessary legal conditions** to proceed with a valid foreclosure sale. Given the lack of a properly recorded mortgage assignment, the failure to provide proper notice, and the unresolved issues regarding the mortgage servicing, the foreclosure sale should be **enjoined**.

14. Accordingly, the Plaintiff seeks a **Temporary Restraining Order (TRO)** from this Court, **immediately restraining the Defendants from proceeding with the planned foreclosure sale on February 4, 2025**. If the sale is allowed to proceed, the Plaintiff will suffer **irreparable harm** by losing his homestead, with **no adequate remedy at law** to recover it.

### Legal Background

#### Notice of Default

15. Under Texas law, a nonjudicial foreclosure is governed by Chapter 51 of the Texas Property Code and requires a two-step notice process before a lender may proceed with a foreclosure sale:

- **First**, the mortgage servicer must provide the borrower with a **Notice of Default and Intent to Accelerate**, giving the borrower **at least 20 days** to cure the default before acceleration of the loan. **Tex. Prop. Code § 51.002(d)**.
- **Second**, if the borrower fails to cure the default within the given period, the mortgage servicer must send a **Notice of Trustee's Sale**, which must be provided **at least 21 days before the sale** and must specify the **date, time, and location** of the foreclosure. **Tex. Prop. Code § 51.002(b)**.

16. Texas courts have made clear that the **Notice of Default** under **§ 51.002(d)** must provide **explicit and unequivocal notice** of the noteholder's intent to accelerate the loan. In

*Shumway v. Horizon Credit Corp.*, 801 S.W.2d 890, 893 (Tex. 1991), the Texas Supreme Court held that a valid Notice of Default must:

- Clearly inform the borrower of the lender's intent to accelerate.
- Specify the time period for payment.
- Provide an unambiguous warning of the lender's intent to accelerate the note.

17. Similarly, in *Ogden v. Gibraltar Sav. Ass'n*, 640 S.W.2d 232, 233 (Tex. 1982), the court reaffirmed that effective acceleration requires two distinct notices

1. **A Notice of Intent to Accelerate** the maturity of the debt.
2. **A separate Notice of Acceleration**, which informs the borrower that the loan has been accelerated.

18. If the mortgage servicer or noteholder **fails to provide a Notice of Default**, any subsequent **Notice of Trustee's Sale is legally defective** and cannot serve as a valid basis for foreclosure. *See Mills v. Haggard*, 58 S.W.3d 164, 2001 Tex. App. LEXIS 4605 (Tex. App.—Waco July 5, 2001, no pet.).

### **Defendants' Failure to Provide Proper Notice**

19. In this case, the Defendants did not provide adequate notice of the mortgage transfer. Additionally, the Defendant did not provide the required Notice of Default to give the Plaintiff an opportunity to cure. Even if the Defendant had sent the statutorily required notice, pursuant to Section 51.002(d) (which the Defendant failed to do), the Defendant also did not provide the Plaintiff with a Notice of Trustee sale. Thus, the Plaintiff disputes the Defendants claim of default, and disputes that the Defendant has satisfied the conditions precedent to be entitled to seek a nonjudicial foreclosure sale.

20. Due to the dispute over the alleged default and the Defendants' failure to provide

sufficient notice for the pending foreclosure, the Plaintiff files a declaratory judgment lawsuit and seeks injunctive relief to avoid irreparable harm.

**Declaratory Judgment/Breach of Contract**

21. Pursuant to Chapter 37 of the Texas Civil Practice and Remedies Code, Plaintiff respectfully requests that this Court issue a declaratory judgment specifying Plaintiff and Defendant's rights and duties in connection with the Deed of Trust and the underlying Note. Specifically, a controversy exists as to the balance and enforceability of the power of sale in the deed of trust.

22. The Defendants failed to follow the proper procedure pursuant to the Deed of Trust (and the Texas Property Code). Defendant's compliance (or lack thereof) will determine whether the Defendant has the right to foreclose at this time. As stated above, the Defendant failed to mail Plaintiff the statutorily required 1) notice of default, and 2) notice of acceleration and notice of trustee sale.

23. In the alternative, the Plaintiff asserts a claim for Breach of Contract on the basis that the Defendant's actions and/or omission as described herein constitute a breach of contract.

24. The Defendant additionally seeks attorney fees pursuant to the Declaratory Judgment and on the basis of breach of contract.

**APPLICATION FOR TEMPORARY RESTRAINING ORDER**

25. Plaintiff hereby incorporates by reference and re-alleges all material allegations of facts set forth above as if fully set forth herein.

26. Pursuant to Rule 680 of the Texas Rules of Civil Procedure, Plaintiff hereby seeks immediate relief in the form of a temporary restraining order to preserve the status quo.

Specifically, Plaintiff seeks a temporary restraining order and temporary injunction to prohibit the Defendant and/or any of its agents, employees or attorneys, servicing companies, or trustees, from foreclosing upon the property. A temporary restraining order is sought to enjoin the Defendant for a period of at least 14 days until a temporary injunction hearing is held by this court concerning whether Plaintiff has a probable right of recovery for his various claims and causes of action pled herein. There presently exists an imminent threat of irreparable harm to Plaintiff in the form of the Defendant and its agents' stated intent to complete a foreclosure sale and divest Plaintiff of his ownership interest in the property, unless the court immediately restrains such acts or conduct as requested herein.

27. Plaintiff's application for a Temporary Restraining Order is authorized by Texas Civil Practice and Remedies Code §65.011 because irreparable injury to real property is threatened, irrespective of any remedy at law.

28. Moreover, after issuance of a temporary restraining order, and upon notice and a hearing as required by law, Plaintiff further seeks entry of the temporary injunction to maintain the status quo and prohibit the Defendant and its agents from foreclosing or attempting to foreclose on Plaintiff's property until the merits of the various claims and causes of actions as pled herein can be fairly and fully adjudicated.

### **CONDITIONS PRECEDENT**

29. Plaintiff asserts that all conditions precedent have occurred or been waived.

### **PRAYER**

30. WHEREFORE, Plaintiff prays that Defendant be cited to appear and answer, and the following order be entered:

- a. a declaratory judgment that declares that Defendant does not have the power of sale pursuant to the Deed of Trust.

- b. A declaration setting forth the amount, if any, that the Plaintiff owes pursuant to the note.
- c. A temporary and permanent injunction enjoining Defendant, or anyone acting on Defendant's behalf from: (1) entering, taking possession of the Property or otherwise interfering with Plaintiff's right to the quiet enjoyment and use of the Property; (2) proceeding with or attempting to sell or foreclose upon the Property; (3) attempting to purchase, transfer, assign or collect on the Mortgage; and (4) charging Plaintiff's account for attorney's fees in connection with this action.
- d. All the other relief to which Plaintiff is entitled.

Respectfully submitted,

MEDEARIS LAW FIRM, PLLC\

By: /s/ David Medearis

DAVID M. MEDEARIS, TBA #24041465

1560 W Bay Area Blvd., Suite 200

Friendswood Texas 77546

dmedearis@medearislaw.com

Tel 281-954-6270

Fax 281-849-4691

**ATTORNEY FOR PLAINTIFF**

**ROBERT WALSH**



CAUSE NO. \_\_\_\_\_

**ROBERT WALSH**  
*Plaintiff,*

§ **IN THE DISTRICT COURT**

§

§

VS.

§

\_\_\_\_ **JUDICIAL DISTRICT**

§

§

**SELECT PORTFOLIO SERVICING,  
INC. and WILMINGTON SAVINGS  
FUND SOCIETY FSB**

§

**HARRIS COUNTY, TEXAS**

§

*Defendant.*

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**UNSWORN DECLARATION OF ROBERT WALSH**

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1) My name is ROBERT WALSH, my date of birth is July 1, 1973 and my address is 11702 Empress Oaks Ct, Houston, TX 77082. I declare, under penalty of perjury, that the foregoing Unsworn Declaration is true and correct.

2) I have personal knowledge of the facts as they are asserted in the Original Petition and Application for Temporary Restraining Order filed in this case. The facts set forth in the application are true and correct. Most importantly, I confirm that the Defendant did not serve me with any Notice of Transfer, Notice of Default, or Notice of Substitute Trustee Sale. I only learned of the scheduled foreclosure through investors contacting me and making offers to buy my home.

3) My intention is to either resolve the servicing dispute concerning the mortgage, or sale the property. If the sale goes forward on February 4, 2025 I will suffer irreparable harm due to the loss of title and eventually possession of my home, and a loss of the equity I have in the home.

Executed in Harris County, State of Texas on this 31 day of January, 2025.

*Robert Walsh*

\_\_\_\_\_  
**ROBERT WALSH**

Title Medearis Law Firm, PLLC has sent you a document to review...  
File name Original Petition - Walsh 2.pdf  
Document ID 9b1db451d366cb2c7301d8e8270ea47b5ee73553  
Audit trail date format MM / DD / YYYY  
Status ✨ Signed

This document was requested on app.practicepanther.com and signed on app.practicepanther.com

Document History



01 / 31 / 2025  
20:44:52 UTC

Sent for signature to Walsh, Robert (rob@ramco-enterprise.com) from mcampbell@medearislaw.com  
IP: 23.124.94.167



01 / 31 / 2025  
20:45:34 UTC

Viewed by Walsh, Robert (rob@ramco-enterprise.com)  
IP: 76.219.141.223



01 / 31 / 2025  
20:45:59 UTC

Signed by Walsh, Robert (rob@ramco-enterprise.com)  
IP: 76.219.141.223



COMPLETED

01 / 31 / 2025  
20:45:59 UTC

The document has been completed.

Unofficial Copy Office of Malvin Burges District Clerk

### Automated Certificate of eService

This automated certificate of service was created by the eFiling system. The filer served this document via email generated by the eFiling 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.

Mindi Campbell on behalf of David Medearis

Bar No. 24041465

mcampbell@medearislaw.com

Envelope ID: 96858995

Filing Code Description: Petition

Filing Description: Plaintiff's Original Petition and Verified Application for TRO

Status as of 1/31/2025 4:41 PM CST

#### Case Contacts

| Name           | BarNumber | Email                     | TimestampSubmitted   | Status |
|----------------|-----------|---------------------------|----------------------|--------|
| David Medearis |           | dmedearis@medearislaw.com | 1/31/2025 3:20:31 PM | SENT   |
| Ivanna Cruz    |           | lcruz@medearislaw.com     | 1/31/2025 3:20:31 PM | SENT   |
| Mindi Campbell |           | mcampbell@medearislaw.com | 1/31/2025 3:20:31 PM | SENT   |

Unofficial Copy Office of Marilyn Burgess District Clerk

CAUSE NO. \_\_\_\_\_

**ROBERT WALSH**  
*Plaintiff,*

§ IN THE DISTRICT COURT

§

§

VS.

§ \_\_\_\_\_ JUDICIAL DISTRICT

§

§

**WILMINGTON SAVINGS FUND  
SOCIETY, FSB, NOT IN ITS  
INDIVIDUAL CAPACITY, BUT SOLEY  
AS OWNER TRUSTEE FOR CSMC  
2022-NQM4 TRUST, A DELAWARE  
STATUTORY TRUST**

§ HARRIS COUNTY, TEXAS

§

*Defendant.*

**TEMPORARY RESTRAINING ORDER AND ORDER SETTING HEARING ON  
TEMPORARY INJUNCTION**

On this day, the Court considered Plaintiff, **ROBERT WALSH**, Application for Temporary Restraining Order. In consideration of the application, verification, and arguments of counsel, the Court finds there is evidence that harm is imminent, and the Application should be GRANTED.

If the Court does not issue the temporary restraining order, the Plaintiff, will be irreparably injured if the Defendant, and those working in concert with Defendant seek foreclosure by trustee sale of the property at **11702 Empress Oaks Ct, Houston, TX 77082**.

The legal description of the Subject Property is as follows:

**LOT ONE (1) IN BLOCK (1) OF ROYAL OAKS COUNTRY CLUB SECTION NO. 2 A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED UNDER FILM CODE NO. 439069 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.**

It is hereby ORDERED that Defendant, **WILMINGTON SAVINGS FUND SOCIETY, FSB, NOT IN ITS INDIVIDUAL CAPACITY, BUT SOLEY AS OWNER TRUSTEE FOR CSMC 2022-NQM4 TRUST, A DELAWARE STATUTORY TRUST**, or any person, agent,

or entity acting in concert with Defendant, including but not limited to its servicers, attorneys, servants, employees, successors, trustees, heirs, and assigns are commanded forthwith to DESIST and RESTRAIN from:

- a. Foreclosing on Plaintiff Property;
- b. Posting a Notice of Trustee Sale;
- c. Evicting anyone from the residence;
- d. And entering and taking possession of the home or otherwise interfering with Plaintiff right to the quiet enjoyment and use of the home.

The clerk shall issue notice to Defendant and any counsel or other substitute trustee hired by the Defendant for the purpose of foreclosure that the hearing on Plaintiff's application for a temporary injunction is set for \_\_\_\_\_, at \_\_\_\_\_. The purpose of the hearing shall be to determine whether this temporary restraining order should be made a temporary injunction pending a full trial on the merits. This restraining order is effective and binding on Defendant and any person or entity acting in concert with it, including but not limited to its attorneys, servicers, agents, servants, employees, successors, heirs and assigns until the hearing on the application for temporary injunction or until further order of the court. Bond is set at \$2,000.00.

Signed on \_\_\_\_\_, \_\_\_\_\_, at \_\_\_\_\_ am/pm

\_\_\_\_\_  
Presiding Judge

Approved and submitted by,

DAVID M. MEDEARIS, TBA #24041465  
1560 W Bay Area Blvd., Suite 200  
Friendswood Texas 77546  
dmedearis@medearislaw.com  
281-954-6270  
Fax 281-849-4691  
ATTORNEY FOR PLAINTIFF  
ROBERT WALSH

24-208191

**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)

|  |  |
|--|--|
| <b>Deed of Trust Date:</b> May 25, 2007  | <b>Original Mortgagor/Grantor:</b> JARROD E. BAKER   |
| <b>Original Beneficiary / Mortgagee:</b> BANK OF AMERICA, N. A., ITS SUCCESSORS AND ASSIGNS        | <b>Current Beneficiary / Mortgagee:</b> FEDERAL HOME LOAN MORTGAGE CORPORATION, AS TRUSTEE FOR THE BENEFIT OF THE FREDDIE MAC SEASONED LOANS STRUCTURED TRANSACTION TRUST, SERIES 2019-3 |
| <b>Recorded in:</b><br><b>Volume:</b> N/A<br><b>Page:</b> N/A<br><b>Instrument No:</b> 20070337537 | <b>Property County:</b> HARRIS   |
| <b>Mortgage Servicer:</b> SELECT PORTFOLIO SERVICING   | <b>Mortgage Servicer's Address:</b> 3217 S. DECKER LAKE DR. SALT LAKE CITY, UTAH 84119-3284  |

\* 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 \$124,000.00, executed by JARROD BAKER and payable to the order of Lender.

**Property Address/Mailing Address:** 12202 DUANE CT, HOUSTON, TX 77047

**Legal Description of Property to be Sold:** LOT SEVENTEEN (17), IN BLOCK FIVE (5) OF CULLEN ESTATES SUBDIVISION, SECTION TWO (2), A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN FILM CODE NO. 559256, OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

|                                       |  |
|---------------------------------------|--|
| <b>Date of Sale:</b> February 4, 2025 | <b>Earliest time Sale will begin:</b> 10:00 AM |
|---------------------------------------|--|

**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, *FEDERAL HOME LOAN MORTGAGE CORPORATION, AS TRUSTEE FOR THE BENEFIT OF THE FREDDIE MAC SEASONED LOANS STRUCTURED TRANSACTION TRUST, SERIES 2019-3*, the owner and holder of the Note, has requested Amar



TENESHIA HUDSPETH, COUNTY CLERK, HARRIS COUNTY, TEXAS

FRCL-2024-6804

FILED 12/12/2024 11:10:58 AM

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, 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.

**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 *FEDERAL HOME LOAN MORTGAGE CORPORATION, AS TRUSTEE FOR THE BENEFIT OF THE FREDDIE MAC SEASONED LOANS STRUCTURED TRANSACTION TRUST, SERIES 2019-3* 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.

**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.**

/s/Mary Akapo  
Mary Akapo  
Attorney for Select Portfolio Servicing, Inc.  
State Bar No.:24125990  
marakapo@raslg.com  
Robertson, Anschutz, Schneid, Crane & Partners,  
PLLC / Attorney for Mortgagee  
5601 Executive Dr, Suite 400  
Irving, TX 75038  
Telephone: 817-873-3080  
Facsimile: (817)796-6079