

CAUSE NO. 2025-00281

ALL ABOUT PROPERTY, LLC,

Plaintiff,

vs.

WELLS FARGO BANK, N.A.; AND
NEWREZ LLC DBA SHELLPOINT
MORTGAGE SERVICING

Defendants.

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IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

80TH DISTRICT COURT

**DEFENDANT NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING'S
NOTICE OF FILING OF NOTICE OF REMOVAL TO FEDERAL COURT**

Please take notice that on February 24, 2025, Newrez LLC d/b/a Shellpoint Mortgage Servicing filed a Notice of Removal, removing this action from the 80th District Court of Harris County, Texas to the United States District Court for the Southern District of Texas. A copy of the Notice of Removal is attached as Exhibit 1.

Under 28 U.S.C. § 1446, the filing of the Notice of Removal, a copy of which is being served on All About Property, LLC, effects the removal of this action. This Court may proceed no further against the removing defendant, Newrez LLC d/b/a Shellpoint Mortgage Servicing, unless and until the case is remanded by the United States District Court for the Southern District of Texas.

Respectfully Submitted,

NELSON MULLINS RILEY & SCARBOROUGH, LLP

By: /s/ Jason Sharp

Jason Sharp

Texas Bar No. 24039170

Federal Bar No. 34717

Colin Minx

Texas Bar No. 24131039

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Houston, Texas 77002

Tel: 346.646.4975

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**ATTORNEYS FOR DEFENDANT,
NEWREZ LLC DBA SHELLPOINT
MORTGAGE SERVICING**

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing document was served on all counsel of record on February 24, 2025 via e-file.

/s/ Jason Sharp

Jason Sharp

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.

Anel Valdez on behalf of Jason Sharp

Bar No. 24039170

anel.valdez@nelsonmullins.com

Envelope ID: 97739961

Filing Code Description: Notice

Filing Description: Notice of Filing of Notice of Removal

Status as of 2/25/2025 8:31 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Jeffrey Jackson	24065485	jeff@jjacksonpllc.com	2/24/2025 5:12:29 PM	SENT
Matthew Hansen		matt.hansen@troutman.com	2/24/2025 5:12:29 PM	SENT
Helen O.Turner		helen.turner@troutman.com	2/24/2025 5:12:29 PM	SENT
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Anel Valdez		anel.valdez@nelsonmullins.com	2/24/2025 5:12:29 PM	SENT

EXHIBIT 1

Unofficial Copy Office of Marilyn Burgess District Clerk

EXHIBIT A

Unofficial Copy Office of Marilyn Burgess District Clerk

2025-00281 / Court: 80

CAUSE NO. _____

ALL ABOUT PROPERTY, LLC	)	IN THE DISTRICT COURT
)	
Plaintiff,)	
)	
vs.)	
)	
WELLS FARGO BANK, N.A.; AND	)	_____ JUDICIAL DISTRICT
NEWREZ LLC DBA SHELLPOINT)	
MORTGAGE SERVICING,)	
)	
Defendants.	)	OF HARRIS COUNTY, TEXAS

**PLAINTIFF'S ORIGINAL PETITION AND APPLICATION FOR EX-PARTE
TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION**

COMES NOW the Plaintiff, All About Property, LLC, complaining of the defendants as named above, and each of them, as follows:

I. THE PARTIES

1. All About Property, LLC is a Texas LLC with a mailing address of PO Box 440543, Houston, TX 77244.
2. Defendant, Wells Fargo Bank, N.A. ("WFB"). Plaintiff is informed and believes, and thereon alleges, that WFB is a national association doing business in the County of Harris, State of Texas. WFB may be served through their Texas registered agent: CORPORATION SERVICE COMPANY, 211 E. 7th Street, Suite 620, Austin, TX 78701-3218 USA.
3. Defendant, Newrez LLC dba Shellpoint Mortgage Servicing ("Shellpoint"). Plaintiff is informed and believes, and thereon alleges, that Shellpoint is a foreign LLC doing business in the County of Harris, State of Texas. Shellpoint may be served through their Texas registered agent: CORPORATION SERVICE COMPANY, 211 E. 7th Street, Suite 620, Austin, TX 78701-3218 USA.

II. JURISDICTION

4. The transactions and events which are the subject matter of this Petition primarily occurred within the County of Harris, State of Texas and affected the property the subject of this Petition which is located within the County of Harris, State of Texas at 114 Dolphin Harbor North, Baytown, TX 77523 (the "Property"), legally described as:

LOT TWELVE (12), IN BLOCK SIX (6) OF AMENDED PLAT OF BAY OAKS HARBOR, AN R/V RESORT SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 340, PAGE 135 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS TOGETHER WITH ALL IMPROVEMENTS CONSTRUCTED UPON, AFFIXED OR LOCATED UPON THE ABOVE DESCRIBED REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY RESIDENTIAL DWELLING LOCATED UPON THE REAL PROPERTY, WHICH DWELLING IS A 2011 MHDMAN000000303 CMH MANUFACTURING, INC. MANUFACTURED HOME; MODEL 32CLL32403AH12, SERIAL NO. CW2014450TXA/B; LABEL/SEAL NO. HWC0421177/8, WHICH MANUFACTURED HOME HAS BEEN PLACED ON AND AFFIXED TO THE REAL PROPERTY.

5. Venue is proper in Harris County, Texas pursuant to Section 15.002(a)(1) of the Texas Civil Practice & Remedies Code.

6. So long as venue is proper against any one defendant, the Court has venue against either defendant because Plaintiff's claims arise out of the same transaction, occurrence, or series of transactions. *See* Tex. Civ. Prac. & Rem. Code §15.005.

7. The amount in controversy is within the jurisdictional limits of this Court.

8. This Court has personal jurisdiction over all parties.

III. FACTUAL ALLEGATIONS

A. THE BORROWERS' ORIGINAL MORTGAGE LOAN

9. On April 2, 2018, Jenifer Betancourt (the "Borrower") entered into a mortgage transaction with the original lender WFB by obtaining a \$71,250 purchase money mortgage loan secured by the Property. This transaction was memorialized in a deed of trust which was filed in the Harris

County Property Records Document No. RP-2018-140898 (the “Deed of Trust”). See Exhibit 1 – Deed of Trust. The Note and Deed of Trust together are henceforth referred to as the “Loan” or “Loan Documents.”

10. The Borrower received title to the Property through a warranty deed on the same day as closing. See Exhibit 2 – Warranty Deed.

B. PLAINTIFF BECOMES THE PROPERTY OWNER AT HOA FORECLOSURE

11. On September 6, 2023, the HOA for the property sued the Borrower for past-due annual assessments. Exhibit 3 – HOA Application. On January 30, 2024, a default judgment was signed by the presiding judge of the 334th Judicial District Court of Harris County in favor of the HOA. Exhibit 4 – HOA Order.

12. The Property was sold by the HOA Trustee to Abdul Khan, as nominee for Plaintiff, for \$15,000, on April 2, 2024. Exhibit 5 – Consable Execution Deed. Exhibit 6 – Plaintiff’s Declaration.

13. On May 20, 2024, Abdul Khan deeded the Property to Plaintiff. Exhibit 7 – Deed to Plaintiff.

14. On November 17, 2024, the attorney for the HOA filed an affidavit as required by section 209.010(a) of the Texas Property Code stating that a notice was sent on April 9, 2024 to the Borrower and all lienholders of record informing them of their right to redeem the Property. Exhibit 8 – HOA Post-Sale Affidavit.

15. On October 23, 2024, Abdul Khan recorded an affidavit under Tex. Prop. Code 209.011(n) stating the Property had not been redeemed by the prior lot owner or any lienholder. Exhibit 9 – Affidavit of Non-Redemption.

C. SCHEDULED FORECLOSURE ACTIVITY ON THE MORTGAGE LOAN

16. On November 11, 2024, Shellpoint filed a notice of sale stating the Property will be sold on January 7, 2025. Exhibit 10 – Notice of Sale. The notice of sale states:

Deed of Trust executed by Jennifer Betancourt, a single person securing payment of the indebtedness in the original principal amount of \$71,250.00 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 Jennifer Betancourt. Newrez LLC d/b/a Shellpoint Mortgage Servicing 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.

Id.

17. *Thirty-eight* substitute trustees are appointed in the notice of sale:

- Jeff Leva
- Sandy Dasigneis
- Patricia Poston
- Megan L. Randle
- Ebbie Murphy
- Wayne Daughtry
- Steve Leva
- Carl Meyers
- Leb Kemp
- Traci Yeaman
- Israel Curtis
- John Sisk
- Clay Golden
- Stephen Mayers
- Colette Mayers
- Wayne Wheat
- Dana Dennen
- Kinney Lester
- Thomas Lester

- Joshua Sanders
- Wesley Fowler-Williams
- Ramiro Cuevas
- Matthew Hansen
- Evan Press
- Anna Sewart
- David Barry
- Byron Sewart
- Patricia Poston
- Austin DuBois
- Sandy Dasigneis
- Jeff Leva
- John Burger
- Martin Beltran
- Thomas Delaney
- Danya Gladney
- Aaron Demuth
- Codilis & Moody, P.C.
- Auction.com

Id. This includes “Codilis & Moody, P.C.” and “Auction.com.”

D. CHAIN OF RECORDED LOAN ASSIGNMENTS

18. There is one recorded assignment of the Loan on file with the Harris County Clerk: on August 7, 2024, in a recorded document, WFB purports to assign the Loan to Shellpoint. Exhibit 11 – Loan Assignment.

19. The Deed of Trust explicitly distinguishes between the loan servicer and the holder/owner of the loan through its specific provisions outlined primarily in Section 20. This section delineates the roles and responsibilities associated with loan servicing, stating that the “Loan Servicer” is responsible for collecting periodic payments, managing escrow accounts, and handling other servicing obligations. Importantly, Section 20 also addresses the assignment and transfer of the loan servicer role, allowing for changes without affecting the ownership of the loan, which remains vested with the Trustee or the holder/owner. This separation of duties ensures that while the

servicer manages the day-to-day aspects of the loan, the holder/owner retains ultimate control and authority over the loan's terms and enforcement actions.

IV.

FIRST CAUSE OF ACTION: Declaratory Judgment that the Notice of Sale Violates Chapter 51 of the Texas Property Code against all Defendants

20. Plaintiff hereby adopts by reference each and every paragraph above as if fully and completely set forth herein.

21. A controversy exists whether the notice of sale complies with Texas law.

22. The Court is vested with the power to declare and adjudicate the rights and other legal relationships of the parties to this action. The validity of the notice will determine the rights and duties between Plaintiff and the defendants as it relates to the Loan and the Property. Therefore, Plaintiff, as legal and beneficial owner of the Property, is a proper party to seek a declaratory judgment to resolve these issues.

23. Foreclosure by nonjudicial sale is a "harsh remedy" and therefore lenders must have "strict adherence" to the nonjudicial sale statutes for a sale to be valid. *In re George West 59 Inv., Inc.*, 526 B.R. 650, 666 (N.D. Tex. Bkr. 2015) (citing *Houston First Am. Sav. v. Musick*, 650 S.W.2d 764, 768 (Tex.1983)). It is declared that in giving the notice of sale the mortgagee is required to act in a business-like manner, with a view of obtaining as large a price as he reasonably can, with due diligence on his part, and in common fairness to all others interested, and that in any matter left to his discretion there must be a fair and honest exercise of his judgment. *Reisenberg v. Hankins*, 258 S.W. 904, 909-10 (Tex. Civ. App.—Amarillo 1924). Because sales by mortgagees under powers are much liable to abuse, they are most jealously watched by courts of equity, and upon slight proof of unfair conduct they will be set aside. *Id.* at 910.

24. “Compliance with the notice [of sale] condition contained in the Deed of Trust and as prescribed by law is a prerequisite to the right of the Trustee to make the sale.” *Houston First Am. Sav.*, 650 S.W.2d at 768. “Noncompliance with [the statutory] requirements can render a foreclosure sale void.” *Myrad Props., Inc. v. La Salle Bank, Nat’l Ass’n*, 252 S.W.3d 605, 615 (Tex. App.–Austin 2008, pet. granted), rev’d on other grounds, 300 S.W.3d 746 (Tex. 2009).

25. Texas Property Code §51.0025 States:

ADMINISTRATION OF FORECLOSURE BY MORTGAGE SERVICER. A mortgage servicer may administer the foreclosure of property under Section 51.002 on behalf of a mortgagee if:

(1) the mortgage servicer and the mortgagee have entered into an agreement granting the current mortgage servicer authority to service the mortgage; and
(2) the notices required under Section 51.002(b) disclose that the mortgage servicer is representing the mortgagee under a servicing agreement with the mortgagee and the name of the mortgagee and:

(A) the address of the mortgagee; or

(B) the address of the mortgage servicer, if there is an agreement granting a mortgage servicer the authority to service the mortgage.

26. “Inherent in the procedural steps outlined in the Texas Property Code is the assumption that whatever entity qualifies as a “mortgagee” either owns the note or is serving as an agent for the owner or holder of the note; and the statute assumes that when a foreclosure is conducted by someone other than the owner or holder of the note, the person conducting the foreclosure will be acting as agent or nominee for the owner or holder. Otherwise, the Texas statutory law would make no sense, and would be directly at odds with long-standing, basic principles governing the relationship between real estate borrowers, on the one hand, and their corresponding secured real estate lenders, on the other.” *McCarthy v. Bank of America, NA*, 2011 WL 6754064, at *4 (N.D. Tex. 2011).

27. The notice of sale states that Shellpoint is the current mortgagee and beneficiary of the Loan and that Shellpoint is also acting as mortgage servicer of the Loan based an agreement it has

with itself. Exhibit 10. As is apparent from the notice of sale, Shellpoint is attempting to administer the foreclosure as a mortgage servicer.

28. Upon information and belief, Shellpoint has not and cannot as a matter of law enter into an agreement with itself granting itself authority to service the mortgage. There is no mortgagee other than Shellpoint named in the notice of sale. As such, the notice of sale violates section 51.0025.

29. Plaintiff requests a declaration that Shellpoint and WFB are not in compliance with Texas law in that the notice of sale does not comply with section 51.0025 of the Texas Property Code. Plaintiff requests a declaration that a foreclosure sale of the Property on January 7, 2025 would be void for failure to comply with Texas law. A sale of the Property on January 7, 2025 should therefore be enjoined.

V.
SECOND CAUSE OF ACTION: Declaratory Judgment as to Defendants for Unfair Business Practices Related to Appointment of Substitute Trustees

30. Plaintiff hereby adopts by reference each and every paragraph above as if fully and completely set forth herein.

31. Under Texas law, the trustee's duty is to act with "absolute impartiality and fairness" to all concerned, including the borrower. *First State Bank v. Kleilman*, 851 S.W.2d 914, 925 (Tex. App.—Austin 1993, writ denied) (citing *Hammonds v. Holmes*, 559 S.W.2d 345, 347 (Tex. 1977)). The duty owed is to strictly comply with the loan documents and the law. *Id.* (citing *American Savings & Loan Association v. Musick*, 517 S.W.2d 627 (Tex. Civ. App.—Houston [14th Dist.] 1974), rev'd on other grounds, 531 S.W.2d 581 (Tex. 1975)).

32. "Texas courts have consistently viewed the appointment of a substitute trustee as one involving a great deal of care, discretion, and good faith; as such, strict adherence to the provisions of the deed of trust have [sic] been mandated." *Springwoods Shopping Center, Inc. v. University*

Sav. Ass'n, 635 S.W.2d 440, 443 (Tex. App.—Houston [1st Dist.] 1982, writ granted), *rev'd on other grounds*, 644 S.W.2d 705 (Tex. 1982) (relating to proof of damages).

33. In this case, Defendants have appointed **thirty-eight** substitute trustees, any one of which can apparently conduct the foreclosure sale. The appointment of such a large number of substitute trustees is unreasonable and creates confusion and uncertainty regarding who will actually carry out the sale. This practice undermines the trustee's duty to act with absolute impartiality and fairness toward all parties involved, including the Plaintiff.

34. The proliferation of substitute trustees significantly impedes potential bidders' ability to identify the correct trustee, location, or time of the auction. This confusion creates barriers to entry that deter participation from qualified bidders who might otherwise compete in the auction and drive up the sale price. Consequently, this obstruction undermines the primary objective of foreclosure auctions: to maximize the property's sale value in order to mitigate losses for both the owner and lender.

35. However, not only were thirty-eight substitute trustees appointed, but the notice also states "Auction.com" and "Codilis & Moody, P.C." are substitute trustees. Thus, according to Defendants, some unnamed person associated with Auction.com or Codilis & Moody, P.C. could conduct the foreclosure sale. Such appointments fail to identify a specific individual responsible for conducting the foreclosure sale, compounding the confusion already created by the large number of substitute trustees. The lack of clarity regarding who will act as trustee creates an additional layer of uncertainty for prospective bidders, undermining the legitimacy and integrity of the foreclosure process.

36. Therefore, Plaintiff seeks a declaration that Defendants are in violation of their duties under Texas law resulting from the appointment of substitute trustees. Plaintiff requests the scheduled sale of the Properties on January 7, 2025 be enjoined.

VI.
THIRD CAUSE OF ACTION: Alternatively, Equitable Right of Redemption as to all Defendants

37. Plaintiff incorporates by reference the facts section of this Petition as though fully set forth herein. This cause of action and the facts associated with it are brought in the alternative to all other causes of action.

38. To properly state a claim for the equitable right of redemption, a plaintiff must show he: (1) has an equitable or legal right to the property; (2) based on that interest in the property, would suffer a loss from foreclosure; and (3) "is 'ready, able or willing to redeem the properties in controversy by paying off the amount of valid and subsisting liens to which the properties [are] subject.'" *Scott v. Dorothy B. Schneider Estate Trust*, 783 S.W.2d 26, 28 (Tex. App.--Austin, 1990, no writ) (quoting *Houston v. Shear*, 210 S.W. 976, 981 (Tex. App.--Austin 1919, writ dismissed)).

39. Plaintiff is the legal owner of the Property. Exhibit 5, 7.

40. As legal owner of the Property, Plaintiff would suffer a loss of ownership and the right to possession and control of the Property if defendants foreclose on the Property under the Deed of Trust.

41. Plaintiff is ready, able or willing to redeem the Property in controversy by paying off the amount of any *valid and subsisting* liens to which the Property is subject. Exhibit 6.

VII.
ATTORNEY'S FEES

42. Plaintiff has retained the services of the undersigned counsel of record, and accordingly, Plaintiff sues for the recovery of reasonable attorney's fees pursuant to Tex. Civ. Prac. & Rem. Code § 37.009.

VIII.
STATEMENT REGARDING RELIEF SOUGHT AND DISCOVERY

43. As required by Tex. R. Civ. P. 47(c), Plaintiff states that it seeks monetary relief of less than \$250,000 and non-monetary relief.

44. Plaintiff states that a Level 2 discovery control plan applies in this case.

IX. APPLICATION FOR INJUNCTIVE RELIEF

A. **TRO'S AND INJUNCTIONS IN THE FORECLOSURE CONTEXT:**

45. The most common situation involving the use of injunctive relief in connection with foreclosure involves an application by the debtor to restrain a pending nonjudicial foreclosure sale. Numerous cases have been decided by Texas courts dealing with this situation, and where appropriate, courts act to enjoin nonjudicial foreclosure sales to protect and preserve the status quo pending final resolution of the dispute between the debtor and the creditor on the merits. *See, e.g., Kaplan v. Tiffany Dev. Corp.*, 69 S.W.3d 212, 218 (Tex. App.—Corpus Christi 2001, no pet.); *Seaborg Jackson Partners v. Beverly Hills Sav.*, 753 S.W.2d 242, 244-45 (Tex. App.—Dallas 1988, no writ); *H.P. Swanson v. Grassedonio*, 647 S.W.2d 716, 718 (Tex. App.—Corpus Christi 1983, no writ). **Anyone with an interest in property who will be affected, including a lienholder, can challenge a foreclosure sale.** *See, e.g., G4 Trust v. Consolidated Gasoline, Inc.*, No. 02-10-00404-CV, 2011 WL 3835656 at *1 (Tex. App.—Fort Worth 2011, pet. denied) (memorandum opinion) (collecting cases).

46. Temporary restraining orders are defined by Rule 680 of the Texas Rules of Civil Procedure. Temporary restraining orders, unlike temporary injunctions, may be granted without notice to the adverse party. Tex. R. Civ. P. 680. However, an application for a temporary restraining order must be accompanied by an affidavit or verified petition clearly establishing from “specific facts ... that immediate and irreparable injury, loss, or damage will result to the applicant before notice can be served and a hearing had thereon”. *Id.* The court may grant a temporary restraining order restraining an adverse party for a period of only 14 days. *Id.*

47. Unlike temporary restraining orders, no temporary injunction may be issued without notice to the adverse party. Tex. R. Civ. P. 681. A temporary injunction also differs from a temporary restraining order, in terms of the duration of the restraint granted by a trial court's interlocutory order. Unlike a temporary restraining order, which is limited in duration, a temporary injunction is effective for as long as the applicant's cause of action remains pending and until final judgment has been entered on the merits of the applicant's cause of action. *Keck v. First City Nat'l Bank of Houston*, 731 S.W.2d 699, 700 (Tex. App.--Houston [14th Dist.] 1987, no writ). Temporary injunctions, unlike temporary restraining orders, cannot be founded simply upon sworn pleadings or affidavits, but require the presentation of evidence. *Letson v. Barnes*, 979 S.W.2d 414, 417 (Tex. App.—Amarillo 1998) pet. denied).

B. STANDARD FOR EX PARTE TRO

48. Inasmuch as a temporary restraining order may be obtained without notice to the adverse party, it is most often sought where immediate relief is necessary to protect the applicant. In order to obtain immediate relief without notice, however, the application for a temporary restraining order must clearly demonstrate from specific facts that the applicant will suffer “immediate and irreparable injury, loss, or damage” before notice can be served on the adverse party and a hearing

on the application can be held. In the foreclosure context, the applicant generally sets forth that he or she owns certain property which is the subject of certain security documents, that there has been notice of a foreclosure sale with respect to the Property, and that the applicant has a proper basis to restrain the foreclosure sale to prevent interference by the creditor with the owner's property rights in the collateral. 15 TEX. PRAC., TEXAS FORECLOSURE LAW & PRAC. § 41.34, *Ex parte Conway*, 419 S.W.2d 827, 828 (Tex. 1967).

C. STANDARD FOR TEMPORARY INJUNCTION

49. To obtain a temporary injunction, equity requires the applicant to plead and prove three specific elements: (1) a cause of action against the defendant; (2) a probable right to the relief sought; and (3) a probable, imminent, and irreparable injury in the interim if the injunction is not granted. *Cardinal Health Staffing Network, Inc. v. Bowen*, 106 S.W.3d 230, 235 (Tex. App.--Houston [1st Dist.] 2003, no pet.); *Butnaru v. Ford Motor Co.*, 84 S.W.3d 198, 204 (Tex. 2002); *Khaledi v. H.K. Global Trading, Ltd.*, 126 S.W.3d 273, 280 (Tex. App.--San Antonio 2003, no pet.).

D. IMMEDIATE AND IRREPARABLE INJURY, LOSS, OR DAMAGE WILL RESULT IF THE T.R.O. IS NOT GRANTED

50. The foreclosure sale and/or any further transfer of ownership or encumbrance must be enjoined because the evidence elicited herein by this application is sufficient to show immediate and irreparable injury, loss, or damage to Plaintiff. Plaintiff's verifications, declaration(s), and/or documentary evidence show a probable right to a temporary injunction on all causes of action against the Defendants.

51. The wrongful conduct of the Defendants, unless restrained and enjoined by an order of the court, will continue to cause great and irreparable harm to Plaintiff. Exhibit 6 (Plaintiff's Declaration). Plaintiff will not have the beneficial ownership and use of the Property. *Id.* Plaintiff

has no other plain, speedy or adequate remedy and the injunctive relief is necessary and appropriate at this time to prevent irreparable loss to Plaintiff. Plaintiff has suffered and will continue to suffer in the future unless the Defendants' wrongful conduct is restrained and enjoined because real property is inherently unique and it will be impossible for Plaintiff to determine the precise amount of damage they will suffer. *Id.*

52. Defendants cannot be served in time as the trustee sale date is January 7, 2025. *Id.*

E. THE STANDARD FOR TEMPORARY INJUNCTION IS SATISFIED

53. Plaintiff will show upon notice and hearing that they have: (1) a cause of action against the defendant; (2) a probable right to the relief sought; and (3) a probable, imminent, and irreparable injury in the interim if the injunction is not granted. *See Bowen*, 106 S.W.3d at 235; *Butnaru*, 84 S.W.3d at 204; *Khaledi*, 126 S.W.3d at 280.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff asks for the following, in addition to what may be requested above, for each Cause of Action to be awarded:

- Judgment in favor of Plaintiff on all Counts;
- An award of Plaintiff's reasonable attorney's fees and costs under Tex. Civ. Prac. & Remedies Code §§ 17.009
- Pre-judgment and post judgment interest on such monetary relief;
- Injunctive relief as pleaded for above;
- For Declaratory Relief specified above, and:
 - a. Plaintiff is the prevailing party;
 - b. The notice of sale violates the Texas Property Code;
 - c. Determines all adverse claims to the real property in this proceeding;
 - d. Defendants, and each of them, and all persons claiming under them, have no estate, right, title, lien, or interest in or to the real Property or any part of the Property;
 - e. In the alternative, that Plaintiff is entitled to the equitable right of redemption.

- After trial or hearing on the merits, Plaintiff requests a **permanent injunction** forever preventing interference with Plaintiff's status as superior lien-holder;
- Such other and further relief as the nature of the case may require and as Plaintiff deems himself entitled.

TRIAL BY JURY: Plaintiff requests a trial by jury and will tender the fee for such, if any, as required by the Court.

Respectfully submitted,

Jeffrey Jackson & Associates, PLLC

By: /s/ Jeffrey C. Jackson

Jeffrey C. Jackson

SBOT # 24065485

11767 Katy Fwy., Ste. 813

Houston, TX 77079

Tel. 713-861-8833

Fax 713-682-8866

jeff@jjacksonpllc.com

ATTORNEY FOR PLAINTIFF

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DT

61135

2025-00281 / Court: 80

AFTER RECORDING RETURN TO:
Great American Title Company
4505 North Main Street
Baytown, Texas 77521

RP-2018-140898
04/03/2018 RP1 \$112.00

X

Return To: Wells Fargo Bank, N.A.
FINAL DOCS N0012-01B
6200 PARK AVE
DES MOINES, IA 50321

Prepared By: Elizabeth Hoffmann
800 WALNUT ST
8TH FLOOR
DES MOINES, IA 50309-3605

Deed of Trust

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.

Definitions. Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "*Security Instrument*" means this document, which is dated April 2, 2018, together with all Riders to this document.
- (B) "*Borrower*" is Jennifer Betancourt, a single person. Borrower is the grantor under this Security Instrument.
- (C) "*Lender*" is Wells Fargo Bank, N.A.. Lender is a corporation organized and existing under the laws of United States of America. Lender's address is 101 North Phillips Avenue, Sioux Falls, SD 57104. Lender is the beneficiary under this Security Instrument.
- (D) "*Trustee*" is Robert K. Fowler. Trustee's address is 10333 Richmond Avenue #860, Houston, TX 77042.
- (E) "*Note*" means the promissory note signed by Borrower and dated April 2, 2018. The Note states that Borrower owes Lender seventy one thousand two hundred fifty and 00/100 Dollars (U.S. \$71,250.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than May 1, 2048.
- (F) "*Property*" means the property that is described below under the heading "Transfer of Rights in the Property."
- (G) "*Loan*" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

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162
172

RP-2018-140898



(H) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- | | | |
|--|--|---|
| <input type="checkbox"/> Adjustable Rate Rider | <input type="checkbox"/> Condominium Rider | <input type="checkbox"/> Second Home Rider |
| <input type="checkbox"/> Balloon Rider | <input checked="" type="checkbox"/> Planned Unit Development Rider | <input type="checkbox"/> 1-4 Family Rider |
| <input type="checkbox"/> VA Rider | <input type="checkbox"/> Biweekly Payment Rider | <input checked="" type="checkbox"/> Other(s) [specify]
Manufactured Home Rider |

(I) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(J) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(K) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(L) "Escrow Items" means those items that are described in Section 3.

(M) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(N) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(O) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(P) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, RESPA refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(Q) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

Transfer of Rights in the Property. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County [Type of Recording



Jurisdiction] of Harris [Name of Recording Jurisdiction] LEGAL DESCRIPTION IS ATTACHED HERE TO AS EXHIBIT A AND MADE PART HERE OF

Parcel ID Number: 1167950060012 which currently has the address of 114 Dolphin HBR N [Street] BAYTOWN [City], Texas 77523 [Zip Code] ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised 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 warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Uniform Covenants. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in



the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall



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not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property 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 any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.



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If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

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. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal



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residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.



If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(A) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.



(B) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights



under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. 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 Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer") (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge.



(whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

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 given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.



19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials



containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Non-Uniform Covenants. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice will result in acceleration of the sums secured by this Security Instrument 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 non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument 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 expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence. For the purposes of this Section 22, the term "Lender" includes any holder of the Note who is entitled to receive payments under the Note.

If Lender invokes the power of sale, Lender, its designee, or Trustee shall give notice of the date, time, place and terms of sale by posting and filing the notice as provided by Applicable Law. Lender or its designee shall mail a copy of the notice to Borrower in the manner prescribed by Applicable Law. Sale shall be public, occurring between the hours of 10 a.m. and 4 p.m. on a date and at a location permitted by Applicable Law. The time



of sale must begin at the time stated in the notice of sale or not later than three hours after the stated time. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

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

If the Property is sold pursuant to this Section 22, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession or other court proceeding.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall provide a release of this Security Instrument to Borrower or Borrower's designated agent in accordance with Applicable Law. Borrower shall pay any recordation costs. Lender may charge Borrower a fee for releasing this Security Instrument, but only if the fee is paid to a third party for services rendered and the charging of the fee is permitted under Applicable Law.

24. Substitute Trustee; Trustee Liability. All rights, remedies and duties of Trustee under this Security Instrument may be exercised or performed by one or more trustees acting alone or together. Lender, at its option and with or without cause, may from time to time, by power of attorney or otherwise, remove or substitute any trustee, add one or more trustees, or appoint a successor trustee to any Trustee without the necessity of any formality other than a designation by Lender in writing. Without any further act or conveyance of the Property the substitute, additional or successor trustee shall become vested with the title, rights, remedies, powers and duties conferred upon Trustee herein and by Applicable Law.

Trustee shall not be liable if acting upon any notice, request, consent, demand, statement or other document believed by Trustee to be correct. Trustee shall not be liable for any act or omission unless such act or omission is willful.

25. 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.

26. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

27. Purchase Money; Owelty of Partition; Renewal and Extension of Liens Against Homestead Property; Acknowledgment of Cash Advanced Against Non-Homestead Property. Check box as applicable:

☒ **Purchase Money.**



The funds advanced to Borrower under the Note were used to pay all or part of the purchase price of the Property. The Note also is primarily secured by the vendor's lien retained in the deed of even date with this Security Instrument conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security for such vendor's lien.

☐ **Owely of Partition.**

The Note represents funds advanced by Lender at the special instance and request of Borrower for the purpose of acquiring the entire fee simple title to the Property and the existence of an owely of partition imposed against the entirety of the Property by a court order or by a written agreement of the parties to the partition to secure the payment of the Note is expressly acknowledged, confessed and granted.

☐ **Renewal and Extension of Liens Against Homestead Property.**

The Note is in renewal and extension, but not in extinguishment, of the indebtedness described on the attached Renewal and Extension Exhibit which is incorporated by reference. Lender is expressly subrogated to all rights, liens and remedies securing the original holder of a note evidencing Borrower's indebtedness and the original liens securing the indebtedness are renewed and extended to the date of maturity of the Note in renewal and extension of the indebtedness.

☐ **Acknowledgment of Cash Advanced Against Non-Homestead Property.**

The Note represents funds advanced to Borrower on this day at Borrower's request and Borrower acknowledges receipt of such funds. Borrower states that Borrower does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

28. Loan Not a Home Equity Loan. The Loan evidenced by the Note is not an extension of credit as defined by Section 50(a)(6) or Section 50(a)(7), Article XVI of the Texas Constitution. If the Property is used as Borrower's residence, then Borrower agrees that Borrower will receive no cash from the Loan evidenced by the Note and that any advances not necessary to purchase the Property, extinguish an owely lien, complete construction, or renew and extend a prior lien against the Property, will be used to reduce the balance evidenced by the Note or such Loan will be modified to evidence the correct Loan balance, at Lender's option. Borrower agrees to execute any documentation necessary to comply with this Section 28.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Borrower

J. Betancourt
Jennifer Betancourt

4/2/18
Date
Seal



RP-2018-140898

Witness Date

Witness Date

Acknowledgment

State of Texas

County of Harris

This instrument was acknowledged before me on April 2, 2018 by

Jennifer Detancourt

Notary Public

My commission expires: 6/10/21



Loan Origination Organization: Wells Fargo
Bank N.A.

Loan Originator: David L Cooper
NMLSR ID: 719292



NMLSR ID: 399801

RP-2018-140898

HCFG-00359

TEXAS-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP®
Wolters Kluwer Financial Services

2018032815.3.2.3509-J20171018Y

346740218214

FORM 3044 1/01 (rev. 10/17)
08/17

Page 17 of 17



Planned Unit Development Rider

THIS PLANNED UNIT DEVELOPMENT RIDER is made this 2nd day of April, 2018, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date, given by the undersigned (the "Borrower") to secure Borrower's Note to Wells Fargo Bank, N.A. (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

114 Dolphin HBR N, BAYTOWN, TX 77523

[Property Address]

The Property includes, but is not limited to, a parcel of land improved with a dwelling, together with other such parcels and certain common areas and facilities, as described in COVENANTS, CONDITIONS AND RESTRICTIONS (the "Declaration"). The Property is a part of a planned unit development known as

Bay Oaks Harbor

[Name of Planned Unit Development]

("the PUD"). The Property also includes Borrower's interest in the homeowners association or equivalent entity owning or managing the common areas and facilities of the PUD (the "Owners Association") and the uses, benefits and proceeds of Borrower's interest.

PUD Covenant. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. PUD Obligations. Borrower shall perform all of Borrower's obligations under the PUD's Constituent Documents. The "Constituent Documents" are the (i) Declaration; (ii) articles of incorporation, trust instrument or any equivalent document which creates the Owners Association; and (iii) any by-laws or other rules or regulations of the Owners Association. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

B. Property Insurance. So long as the Owners Association maintains, with a generally accepted insurance carrier, a "Master" or "Blanket" policy insuring the Property which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "Extended Coverage", and any other hazards, including, but not limited to, earthquakes and floods, for which Lender requires insurance, then: (i) Lender waives the provision in Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.



RP-2018-140898

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, or to common areas and facilities of the PUD, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender. Lender shall apply the proceeds to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

C. Public Liability Insurance. Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

D. Condemnation. The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property or the common areas and facilities of the PUD, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

E. Lender's Prior Consent. Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the PUD, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the "Constituent Documents" if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

F. Remedies. If Borrower does not pay PUD dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable with interest, upon notice from Lender to Borrower requesting payment.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this PUD Rider.

Borrower


Jennifer Betancourt

4/2/18
Date
Seal



[This page immediately follows the appropriate acknowledgments and recording information.
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HCFG-00008

MULTISTATE PUD RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
VMP®
Wolters Kluwer Financial Services

2018032815.3.2.3509-J20171018Y

346740218216

Form 3150 1/01
05/12
Page 3 of 3



Record and Return by Mail to:

Wells Fargo Bank, N.A.
FINAL DOCS N0012-01B
6200 PARK AVE
DES MOINES, IA 50321

MANUFACTURED HOME RIDER TO SECURITY INSTRUMENT

This Rider is made this April 2, 2018, and is incorporated into and amends and supplements the Mortgage, Open-End Mortgage, Deed of Trust, or Credit Line Deed of Trust, Security Deed ("Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Note to Wells Fargo Bank, N.A. ("Lender") of the same date ("Note") and covering the Property described in the Security Instrument and located at 114 Dolphin HBR N, BAYTOWN, TX 77523 (Property Address)

Borrower and Lender agree that the Security Instrument is amended and supplemented to read as follows:

- 1. Meaning of Some Words.** As used in this Rider, the term "Loan Documents" means the Note, the Security Instrument and any Construction Loan Agreement, and the term "Property", as that term is defined in the Security Instrument, includes the "Manufactured Home" described in paragraph 3 of this Rider. All terms defined in the Note or the Security Instrument shall have the same meaning in this Rider.
- 2. Purpose and Effect of Rider.** IF THERE IS A CONFLICT BETWEEN THE PROVISIONS IN THIS RIDER AND THOSE IN THE SECURITY INSTRUMENT, THE PROVISIONS IN THIS RIDER SHALL CONTROL. THE CONFLICTING PROVISIONS IN THE SECURITY INSTRUMENT WILL BE ELIMINATED OR MODIFIED AS MUCH AS IS NECESSARY TO MAKE ALL OF THE CONFLICTING TERMS AGREE WITH THIS RIDER.
- 3. Lender's Security Interest.** All of Borrower's obligations secured by the Security Instrument also shall be secured by the Manufactured Home:

New or Used:	Used
Year:	2011
Manufacturer's Name:	CLAYTON
Model Name or Model Number:	NA 32CLL32403AH12
Length x Width:	40 x 30
Serial Number:	CW2014450TXA
Serial Number:	CW2014450TXB

- 4. Affixation.** Borrower covenants and agrees:
 - (A) to affix the Manufactured Home to a permanent foundation on the Property;
 - (B) to comply with all Applicable Law regarding the affixation of the Manufactured Home to the Property;



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- (C) upon Lender's request, to surrender the certificate of title to the Manufactured Home, if surrender is permitted by Applicable Law, and to obtain the requisite governmental approval and documentation necessary to classify the Manufactured Home as real property under Applicable Law;
- (D) that affixing the Manufactured Home to the Property does not violate any zoning laws or other local requirements applicable to the Property;
- (E) that the Manufactured Home will be, at all times and for all purposes, permanently affixed to and part of the Property.
5. **Charges; Liens.** Section 4, Paragraph 1 of the Security Instrument is amended to add a new third sentence to read: Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph and receipts evidencing the payments.
6. **Property Insurance.** Section 5, Paragraph 1 of the Security Instrument is amended to add a new second sentence to read: Whenever the Manufactured Home is transported on the highway, Borrower must have trip insurance.
7. **Notices.** The second sentence of Section 15 of the Security Instrument is amended by inserting the words "unless otherwise required by law" at the end.
8. **Additional Events of Default.** Borrower will be in default under the Security Instrument:
- (A) if any structure on the Property, including the Manufactured Home, shall be removed, demolished, or substantially altered;
 - (B) if Borrower fails to comply with any requirement of Applicable Law (Lender, however, may comply and add the expense to the principal balance Borrower owes to Lender); or
 - (C) if Borrower grants or permits any lien on the Property other than Lender's lien, or liens for taxes and assessments that are not yet due and payable.
9. **Notice of Default.** If required by Applicable Law, before using a remedy, Lender will send Borrower any notice required by law, and wait for any cure period that the law may require for that remedy.
10. **Additional Rights of Lender in Event of Foreclosure and Sale.** In addition to those Rights granted in the Note and Security Instrument, Lender shall have the following rights in the event Lender commences proceedings for the foreclosure and sale of the Property.
- (A) At Lender's option, to the extent permitted by Applicable Law, Lender may elect to treat the Manufactured Home as personal property ("Personal Property Collateral"). Lender may repossess peacefully from the place where the Personal Property Collateral is located without Borrower's permission. Lender also may require Borrower to make the Personal Property Collateral available to Lender at a place Lender designates that is reasonably convenient to Lender and Borrower. At Lender's option, to the extent permitted by Applicable Law, Lender may detach and remove Personal Property Collateral from the Property, or Lender may take possession of it and leave it on the Property. Borrower agrees to cooperate with Lender if Lender exercises these rights.
 - (B) After Lender repossesses, Lender may sell the Personal Property Collateral and apply the sale proceeds to Lender's reasonable repossession, repair, storage, and sale expenses, and then toward any other amounts Borrower owes under the Loan Documents.



By signing below, Borrower accepts and agrees to the terms and covenants contained in this Rider.

WITNESS my hand and seal this 2 day of April 2018.

Borrower

J. Betancourt
Jennifer Betancourt

Date
Seal

4/2/18

Acknowledgment

State of Texas

County of

Harris

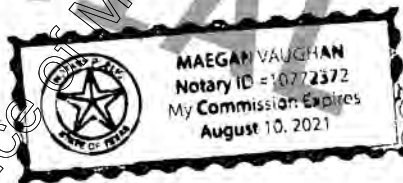
This instrument was acknowledged before me on April 2, 2018 by

Jennifer Betancourt

Notary Public

My commission expires:

8/10/21



COPY



*[This page immediately follows the appropriate acknowledgments and recording information.
This page was intentionally left blank to conform to the local "last-page" recording requirements.]*

[End of Document]



EXHIBIT 'A'

File No.: **61135-GAT71 (mg)**

Property: **114 Dolphin Harbor North, Baytown, TX 77523**

LOT TWELVE (12), IN BLOCK SIX (6) OF AMENDED PLAT OF BAY OAKS HARBOR, AN R/V RESORT SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 340, PAGE 135 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS TOGETHER WITH ALL IMPROVEMENTS CONSTRUCTED UPON, AFFIXED TO OR LOCATED UPON THE ABOVE DESCRIBED REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY RESIDENTIAL DWELLING LOCATED UPON THE REAL PROPERTY, WHICH DWELLING IS A 2011 MHDMAN00000303 CMH MANUFACTURING INC. MANUFACTURED HOME; MODEL: 32CLL32403AH12; SERIAL NO. CW2014450TXA/B; LABEL/SEAL NO. HWC0421177/8, WHICH MANUFACTURED HOME HAS BEEN PLACED ON AND AFFIXED TO THE REAL PROPERTY.

A.P.N. 1167950060012

Unofficial Copy Office of Marilyn Burgess District Clerk
HARRIS COUNTY
CLERK
COPY

FILED FOR RECORD

1:45:20 PM

Tuesday, April 3, 2018

Stan Stuart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Tuesday, April 3, 2018



Stan Stuart

COUNTY CLERK
HARRIS COUNTY, TEXAS

RP-2018-140898

2025-00281 / Court: 80

61135
AFTER RECORDING RETURN TO
Great American Title Company
4505 North Main Street
Baytown, Texas 77521

RP-2018-140897
04/03/2018 RP1 \$20.00

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.

SPECIAL WARRANTY DEED

GF No.: 61135-GAT71

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS

COUNTY OF HARRIS

THAT VANDERBILT MORTGAGE AND FINANCE, INC., hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by JENNIFER BETANCOURT, A SINGLE PERSON, whose mailing address is 114 DOLPHIN HARBOR NORTH, BAYTOWN, TEXAS 77523, hereinafter referred to as "Grantee" (whether one or more), the receipt and sufficiency of which is hereby acknowledged and confessed, and for the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the original principal sum of \$71,250.00, of even date herewith payable to the order of WELLS FARGO BANK, N.A., hereinafter referred to as "Mortgagee," and bearing interest at the rate therein provided; said Note containing an attorney's fee clause and acceleration of maturity clause in case of default, and being secured by Vendor's Lien and Superior Title retained herein in favor of said Grantor and assigned to Mortgagee, and also being secured by a Deed of Trust of even date herewith from Grantee to ROBERT K. FOWLER, Trustee; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above described Promissory Note, and said Vendor's Lien and Superior Title against said property securing the payment of said Promissory Note are hereby assigned, transferred and delivered without recourse to Mortgagee, Grantor hereby conveying to said Mortgagee the said Superior Title to said property, subrogating said Mortgagee to all rights and remedies of Grantor in the premises by virtue of said liens;

And Grantor has BARGAINED, SOLD, GRANTED AND CONVEYED, and by these presents does BARGAIN, SELL, GRANT AND CONVEY, unto said Grantee, the following described real property, to wit:

LOT TWELVE (12), IN BLOCK SIX (6) OF AMENDED PLAT OF BAY OAKS HARBOR, AN R/V RESORT SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 340, PAGE 135 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS TOGETHER WITH ALL IMPROVEMENTS CONSTRUCTED UPON, AFFIXED OR LOCATED UPON THE ABOVE DESCRIBED REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY RESIDENTIAL DWELLING LOCATED UPON THE REAL PROPERTY, WHICH DWELLING IS A 2011 MHDMAN00000303 CMH MANUFACTURING, INC. MANUFACTURED HOME; MODEL 32CLL32403AH12, SERIAL NO. CW2014450TXA/B; LABEL/SEAL NO. HWC0421177/8, WHICH MANUFACTURED HOME HAS BEEN PLACED ON AND AFFIXED TO THE REAL PROPERTY

Grantor covenants that among the real property and certain improvements conveyed by this instrument is a manufactured home described as a CLAYTON NA 32CLL32403AH12 Model manufactured home with a Serial Number of CW2014450TXA AND CW2014450TXB, and said manufactured home has been affixed to and is a permanent improvement to the real property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto said Grantee and Grantee's heirs and assigns, FOREVER. Grantor does hereby bind Grantor and Grantor's heirs, executors, and administrators, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee and Grantee's heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by, through, or under Grantor, but not otherwise.

The contract between Grantor as the seller and Grantee as the buyer may contain limitations as to warranties; to the extent said contract provides for such limitations to survive this conveyance they shall be deemed incorporated herein by reference. The warranty of title contained in this Deed is hereby expressly excluded from the limitations referenced in this paragraph.

Taxes of every nature for the current year have been prorated and are assumed by Grantee. This conveyance is made subject to, all and singular, the restrictions, mineral reservations, royalties, conditions, easements, and covenants, if any, applicable to and enforceable against the above-described property as reflected by the records of the County Clerk of the aforesaid County.

But it is expressly agreed that the Grantor herein reserves and retains for Grantor and Grantor's heirs and assigns, a Vendor's Lien, as well as the Superior Title, against the above described property, premises and improvements, until the above described Promissory Note and all interest thereon have been fully paid according to the terms thereof, when this Deed shall become absolute, which Vendor's Lien and Superior Title have been assigned, transferred, and delivered without recourse to Mortgagee as set forth above.

WHEN this Deed is executed by more than one person, or when the Grantor or Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed to correspond; and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns". Reference to any gender shall include either gender and, in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be.

DATED the 29th day of March, 2018

VANDERBILT MORTGAGE AND FINANCE, INC.

By: 

Name: MICHAEL SHELTON
Title: AUTHORIZED AGENT

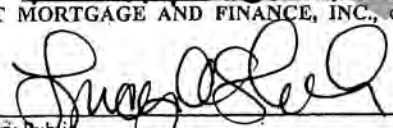
STATE OF

Tennessee

COUNTY OF

Blount

This instrument was acknowledged before me on the 29th day of March, 2018, by Michael Shelton, Authorized Agent, of VANDERBILT MORTGAGE AND FINANCE, INC., on behalf of said CORPORATION.


Notary Public

Lucy A Shular

My Commission Expires

3-24-21

After Recording Return To
JENNIFER BETANCOURT
114 DOLPHIN HARBOR NORTH
BAYTOWN, TEXAS 77523



FILED FOR RECORD

1:45:20 PM

Tuesday, April 3, 2018

Stan Stuart

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Tuesday, April 3, 2018



Stan Stuart

COUNTY CLERK
HARRIS COUNTY, TEXAS

UNOFFICIAL COPY

Unofficial Copy Office of Marilyn Burgess District Clerk

RP-2018-140897

IN RE: ORDER FOR FORECLOSURE
CONCERNING

114 DOLPHIN HARBOR NORTH,
BAYTOWN, TEXAS 77520

UNDER TEX. R. CIV. P. 736

PETITIONER:
BAY OAKS HARBOR PROPERTY
OWNERS' ASSOCIATION

RESPONDENT(S):
JENNIFER BETANCOURT

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

JUDICIAL DISTRICT

**APPLICATION FOR EXPEDITED FORECLOSURE ORDER UNDER RULE 736 ON A
PROPERTY OWNERS' ASSOCIATION ASSESSMENT LIEN**

To the Honorable Judge of Said Court:

1. Petitioner is BAY OAKS HARBOR PROPERTY OWNERS' ASSOCIATION, whose last known mailing address is BAY OAKS HARBOR PROPERTY OWNERS' ASSOCIATION c/o Sears | Bennett | Gerdes | LLP, 6548 Greenwood Parkway, Sugar Land, Texas 77479.
2. Respondent is JENNIFER BETANCOURT, whose last known address is 114 DOLPHIN HARBOR NORTH, BAYTOWN, TEXAS 77520.
3. The property encumbered by the Declaration of Covenants, Conditions and Restrictions for Bay Oaks Harbor, recorded under County Clerk's File No. M058113, in the Official Public Records of Harris County, Texas, as amended and/or supplemented (the "Declaration"), sought to be foreclosed is commonly known as 114 DOLPHIN HARBOR NORTH, BAYTOWN, TEXAS 77520 with the following legal description:

LOT TWELVE (12), IN BLOCK SIX (6) OF AMENDED PLAT OF BAY OAKS HARBOR, AN R/V RESORT SUBDIVISION ACCORDING TO THE MAP OF PLAT THEREOF RECORDED IN VOLUME 340, PAGE 135 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS TOGETHER WITH ALL IMPROVEMENTS CONSTRUCTED UPON, AFFIXED OR LOCATED UPON THE ABOVE DESCRIBED REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY RESIDENTIAL DWELLING LOCATED UPON THE REAL PROPERTY, WHICH DWELLING IS A 2011 MHDMAN00000303 CMH MANUFACTURING, INC. MANUFACTURED HOME; MODEL 32CLL32403AH12, SERIAL NO. CW2014450TXA/B; LABEL/SEAL NO. HWC0421177/8, WHICH MANUFACTURED HOME HAS BEEN PLACED ON AND AFFIXED TO THE REAL PROPERTY (the "Property").

4. Petitioner alleges:

- A. The type of lien sought to be foreclosed is a property owners' association assessment lien under Section 209.0092 of the Texas Property Code. The lien is indexed under County Clerk's File No. M058113 in the Official Public Records of Harris County, Texas.
- B. Respondent is required to pay to the Petitioner the assessments and related charges. Respondent has breached her obligation under the Declaration by failing to pay the assessments, together with interest, late fees, costs, and reasonable attorney's fees.
- C. Petitioner has authority to seek foreclosure of the lien because of non-payment of assessments.
- D. The name of each person obligated to pay the underlying debt or obligation evidenced by the Declaration encumbering the property sought to be foreclosed is JENNIFER BETANCOURT.
- E. As of August 15, 2023:
- i. Forty-four (44) monthly assessments have not been paid. The amount required to cure the default is \$5,057.71 plus court costs incurred for filing this Application. According to Petitioner's records, all lawful offsets, payments, and credits have been applied to the account in default.
 - ii. The total amount to pay off the lien is \$5,057.71 which is made up of the following amounts:
 - a.) January 2020-August 2023 Assessments: \$1,320.00;
 - b.) Certified Letters/Administrative Fees: \$68.00;
 - c.) Late Charges: \$270.00; and
 - d.) \$3,399.71 in legal fees and expenses.
- F. Notice to cure the default has been sent to each Respondent by certified mail. The opportunity to cure has expired.
- G. Before this application was filed, any other action required to initiate a foreclosure proceeding by Texas law or the lien sought to be foreclosed was performed.
5. **Legal action is not being sought against the Occupant of the Property unless the Occupant is named as a Respondent in this application.**
6. **If Petitioner obtains a court order, Petitioner will proceed with foreclosure of the Property in accordance with applicable law and the terms of the lien sought to be foreclosed.**
7. The following documents are attached to this application:
- A. An affidavit or declaration of material facts describing the basis for foreclosure. See Exhibit "A."
 - B. The original recorded Declaration of Covenants, Conditions and Restrictions of Bay Oaks Harbor Property Owners' Association establishing the lien. See Exhibit "B."

C. A copy of each default notice required to be mailed to any Respondent under Texas law and the lien sought to be foreclosed, and the USPS Tracking report, return receipt, or other proof demonstrating that each notice was sent by certified mail before the application was filed. See Exhibit "C."

8. **Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to Petitioner or Petitioner's attorney immediately.**
9. *Prayer for Relief:* Petitioner seeks an expedited order under Rule 736 so that it may proceed with foreclosure in accordance with applicable law and terms of the lien sought to be foreclosed.

RESPECTFULLY SUBMITTED

SEARS | BENNETT | GERDES | LLP

/s/ Sarah B. Gerdes

SARAH B. GERDES

Texas State Bar No. 24067923

CATHERINE ZARATE

Texas State Bar No. 24084141

SAMANTHA SEARS

Texas State Bar No. 24110343

6548 Greatwood Pkwy.

Sugar Land, Texas 77479

Telephone: 713.782.1788

Facsimile: 713.782.1787

E-mail: Sarah@searsfirm.com

ATTORNEYS FOR PETITIONER

IN RE: ORDER FOR FORECLOSURE
CONCERNING

114 DOLPHIN HARBOR NORTH,
BAYTOWN, TEXAS 77520

UNDER TEX. R. CIV. P. 736

PETITIONER:
BAY OAKS HARBOR PROPERTY
OWNERS' ASSOCIATION

RESPONDENT(S):
JENNIFER BETANCOURT

IN THE DISTRICT COURT OF

HARRIS COUNTY, TEXAS

334th JUDICIAL DISTRICT

FINAL DEFAULT JUDGMENT

1. On this day, the Court considered Petitioner's Motion for a Default Judgment granting its Application for Expedited Foreclosure Order under Rule 736. Petitioner's Application complies with the requirements of Texas Rule of Civil Procedure 736.1.

2. The name and last known address of the Respondent subject to this order is JENNIFER BETANCOURT, 114 DOLPHIN HARBOR NORTH, BAYTOWN, TEXAS 77520. Respondent was properly served with the citation, but they did not file a response within the time required by law. The return of service for the Respondent has been on file with the court for at least ten (10) days.

3. The property that is the subject of this foreclosure proceeding is commonly known as 114 DOLPHIN HARBOR NORTH, BAYTOWN, TEXAS 77520, BAYTOWN, TEXAS 77520, with the following legal description:

LOT TWELVE (12), IN BLOCK SIX (6) OF AMENDED PLAT OF BAY OAKS HARBOR, AN R/V RESORT SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 340, PAGE 135 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS TOGETHER WITH ALL IMPROVEMENTS CONSTRUCTED UPON, AFFIXED OR LOCATED UPON THE ABOVE DESCRIBED REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY RESIDENTIAL DWELLING LOCATED UPON THE REAL PROPERTY, WHICH DWELLING IS A 2011 MHDMAN00000303 CMH MANUFACTURING, INC. MANUFACTURED HOME; MODEL 32CLL32403AH12, SERIAL NO. CW2014450TXA/B; LABEL/SEAL NO. HWC0421177/8, WHICH MANUFACTURED HOME HAS BEEN PLACED ON AND AFFIXED TO THE REAL PROPERTY, (the "PROPERTY").

4. The lien to be foreclosed is indexed or recorded at County Clerk's File No. M058113 in the Official Public Records of Harris County, Texas, along with any amendments or supplements thereto.

5. The material facts establishing Respondent's default are alleged in Petitioner's Application and the supporting Affidavit. Those facts are adopted by the Court and incorporated by reference in this Order.

6. Based on the Affidavit of Petitioner, no Respondent subject to this Order is protected from foreclosure by the Servicemembers Civil Relief Act, 50 U.S.C. App. § 501 et seq.

7. Therefore, the Court grants Petitioner's Motion for a Default Order under Texas Rules of Civil Procedure 736.7 and 736.8. Petitioner may proceed with foreclosure of the property described above in accordance with applicable law and the lien sought to be foreclosed.

8. This order is not subject to a motion for rehearing, new trial, bill of review, or appeal. Any challenge to this order must be made in a separate, original proceeding filed in accordance with Texas Rule of Civil Procedure 736.1.

9. This is a Final Judgment disposing of all claims between all Parties and is appealable.

SIGNED this _____ day of _____ 2023.

Signed:

1/30/2024

JUDGE PRESIDING

TRUSTEE'S DEEDRP-2024-181162
05/20/2024 RP1 \$45.00

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.

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

WHEREAS, **JENNIFER BETANCOURT** (herein called "Owner", whether one or more) is the Owner of the following described real property (the "Property"), to-wit:

LOT TWELVE (12), IN BLOCK SIX (6) OF AMENDED PLAT OF BAY OAKS HARBOR, AN R/V RESORT SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 340, PAGE 135 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS TOGETHER WITH ALL IMPROVEMENTS CONSTRUCTED UPON, AFFIXED OR LOCATED UPON THE ABOVE DESCRIBED REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY RESIDENTIAL DWELLING LOCATED UPON THE REAL PROPERTY, WHICH DWELLING IS A 2011 MHDMAN000000303 CMH MANUFACTURING, INC. MANUFACTURED HOME, MODEL 32CLL32403AH12, SERIAL NO. CW2014450TXA/B; LABEL/SEAL NO. HWC0421177/8, WHICH MANUFACTURED HOME HAS BEEN PLACED ON AN AFFIXED TO THE REAL PROPERTY AND MORE COMMONLY KNOWN AS 114 DOLPHIN HARBOR NORTH, BAYTOWN, TEXAS, 77520 (the "PROPERTY").

WHEREAS, the Property is governed by that one certain Declaration of Covenants, Conditions and Restrictions recorded and any amendments thereto which provide that all sums assessed by BAY OAKS HARBOR PROPERTY OWNERS' ASSOCIATION, ("The Association") and unpaid, shall constitute a lien against the Property and that The Association is entitled to foreclose the lien; and

WHEREAS, default has occurred in the payment of sums assessed by The Association against the Property and The Association has appointed the undersigned as Trustee to enforce the lien and sell the Property; and

WHEREAS, a written notice of the earliest time of sale, the place of sale designated by the Commissioner's Court of Harris County, Texas, and the terms of sale of the Property was posted on the First Floor of the Family Law Center in Harris County, Texas located at 1115 Congress Avenue, Houston, Texas 77002, and a copy of such notice of sale was filed in the Office of the

County Clerk of Harris County, Texas, the county in which the real property is located, such notices of sale having been both posted and recorded at least twenty-one (21) days preceding the date of the sale, as required by Section 51.002 of the Texas Property Code; and

WHEREAS, pursuant to the Laws of the State of Texas, all of the required notices concerning a public sale of the herein described property have been mailed, posted and filed; and an affidavit concerning such mailing, posting and filing is attached hereto as Exhibit "A" and made a part hereof for all purposes; and

WHEREAS, all prerequisites required by law and/or the Declaration having been duly satisfied, I, the Trustee, proceeded to sell the Property at approximately 11:59 a.m., on April 2, 2024, at public auction held at the area designated by the Commissioner's Court, The Bayou City Event Center located at 9401 Knight Road, Houston, Texas 77045, to the highest bidder for cash, **ABDUL BARRY KHAN, 310 BANTER TRAILS DR., HOUSTON, TEXAS 77049** (hereinafter called "Grantee") for ten dollars and other valuable consideration. This sale is where-is, as-is, with no representations or warranties, taken subject to superior liens as defined by the Declaration, if any. The purchaser, by tendering money to the trustee, assumes all risks and also agrees that should the sale be set aside for whatever reason, that its sole remedy against The Association, management company, trustee and/or Law Office is the return of the purchase price paid at the sale, less attorney's fees, and then only if The Association, management company, trustee and/or Law Office was negligent.

NOW, THEREFORE, in consideration of the payment to me of ten dollars and other valuable consideration by the Grantee I, as Trustee, by virtue of the authority conferred upon me by the Association and by the Declaration, subject to the first or prior liens, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto Grantee its successors and assigns, all of the Property;

TO HAVE AND TO HOLD the Property, together with all and singular, the rights, privileges and appurtenances belonging thereto, unto Grantee, its successors and assigns, forever;

and I do hereby bind Owner, and Owner's successors and assigns, to warrant and forever defend all and singular the Property, unto Grantee and Grantee's successors and assigns, against every person whomsoever claiming, or to claim the same or any part thereof.

EXECUTED this 8th day of April 2024

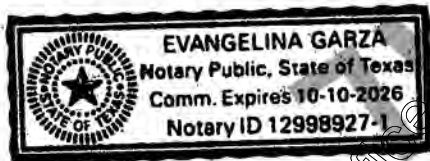


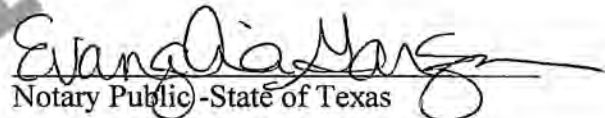
Sarah B. Gerdes, as Trustee

1012

THE STATE OF TEXAS §
§
COUNTY OF FT. BEND §

Sarah B. Gerdes, as Trustee, acknowledged this instrument before me on the 8th day of April 2024.





Notary Public - State of Texas

E-RECORDED BY:

 SEARS
BENNETT
& GERDES, LLP
6548 GREATWOOD PKWY.
SUGAR LAND, TEXAS 77479

✓ Return to

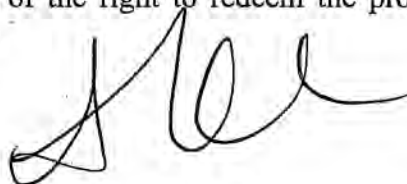
Abdul Khan
310 Banter Trails Dr
Houston TX 77049

AFFIDAVIT OF POSTING, FILING AND MAILING

THE STATE OF TEXAS §
 §
COUNTY OF FT. BEND §

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

BAY OAKS HARBOR PROPERTY OWNERS' ASSOCIATION ("The Association"), a Texas non-profit corporation, is responsible for assessing and collecting maintenance assessments against the Property described in the Trustee's Deed attached to this affidavit. In multiple letters, the Association caused written notice of default in the payment of maintenance assessments to be served on the Owner by certified mail, return receipt requested and by regular first class mail and gave thirty (30) days to cure such default before giving notice of sale. On January 30, 2024, the Honorable Judge of the 334th Judicial District Court of Harris County, Texas, signed a Default Order granting the Association the right to commence non-judicial foreclosure against the Owner and the Property; a true and correct copy of the signed Default Order is attached hereto as Exhibit "B", and incorporated for all purposes. On March 4, 2024, at least twenty-one (21) days preceding the date of the sale, the Association caused written notice of the proposed sale to be served on the Owner of said Property by certified mail, return receipt requested and a copy by regular first class mail, by placing notice of the proposed sale in an enclosed postage paid wrapper and depositing it in a post office or official depository under the care and custody of the United States Postal Service properly addressed to the Owner's current mailing address as shown by the records of the Association. On March 12, 2024, the Notice of Trustee's sale was filed with the Harris County Clerk's Office and, at approximately 3:35 p.m., a copy of said Notice was posted on the First Floor of the Family Law Center in Harris County, 1115 Congress Avenue, Houston, Texas 77002. Further, to the best of Affiant's knowledge, and based on research obtained from the following internet military site, Defense Manpower, it is my belief that the owner of the property was not in the military service on the date of the Trustee's Sale nor served in the military service on active duty ninety (90) days prior to the Trustee's Sale. On April 9, 2024, the Association sent written notice to the Owner, by certified mail ~~for~~ and by regular mail, of the right to redeem the property pursuant to Section 209.011 of the Texas Property Code.



Sarah B. Gerdes, Trustee

SUBSCRIBED AND SWORN to by Sarah B. Gerdes, before me, the undersigned authority on this the 8th day of April 2024, to certify which witness my hand and seal of office.




Notary Public - State of Texas

EXHIBIT "A"

IN RE: ORDER FOR FORECLOSURE
CONCERNING

IN THE DISTRICT COURT OF

NCA
5

114 DOLPHIN HARBOR NORTH,
BAYTOWN, TEXAS 77520

UNDER TEX. R. CIV. P. 736

HARRIS COUNTY, TEXAS

PETITIONER:
BAY OAKS HARBOR PROPERTY
OWNERS' ASSOCIATION

RESPONDENT(S):
JENNIFER BETANCOURT

334th JUDICIAL DISTRICT

FINAL DEFAULT JUDGMENT

1. On this day, the Court considered Petitioner's Motion for a Default Judgment granting its Application for Expedited Foreclosure Order under Rule 736. Petitioner's Application complies with the requirements of Texas Rule of Civil Procedure 736.1.

2. The name and last known address of the Respondent subject to this order is JENNIFER BETANCOURT, 114 DOLPHIN HARBOR NORTH, BAYTOWN, TEXAS 77520. Respondent was properly served with the citation, but they did not file a response within the time required by law. The return of service for the Respondent has been on file with the court for at least ten (10) days.

3. The property that is the subject of this foreclosure proceeding is commonly known as 114 DOLPHIN HARBOR NORTH, BAYTOWN, TEXAS 77520, BAYTOWN, TEXAS 77520, with the following legal description:

LOT TWELVE (12), IN BLOCK SIX (6) OF AMENDED PLAT OF BAY OAKS HARBOR, AN R/V RESORT SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 340, PAGE 135 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS TOGETHER WITH ALL IMPROVEMENTS CONSTRUCTED UPON, AFFIXED OR LOCATED UPON THE ABOVE DESCRIBED REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY RESIDENTIAL DWELLING LOCATED UPON THE REAL PROPERTY, WHICH DWELLING IS A 2011 MHDMAN00000303 CMH MANUFACTURING, INC. MANUFACTURED HOME; MODEL 32CLL32403AH12, SERIAL NO. CW2014450TXA/B; LABEL/SEAL NO. HWC0421177/8, WHICH MANUFACTURED HOME HAS BEEN PLACED ON AND AFFIXED TO THE REAL PROPERTY, (the "PROPERTY").

4. The lien to be foreclosed is indexed or recorded at County Clerk's File No. M058113 in the Official Public Records of Harris County, Texas, along with any amendments or supplements thereto.

5. The material facts establishing Respondent's default are alleged in Petitioner's Application and the supporting Affidavit. Those facts are adopted by the Court and incorporated by reference in this Order.

6. Based on the Affidavit of Petitioner, no Respondent subject to this Order is protected from foreclosure by the Servicemembers Civil Relief Act, 50 U.S.C. App. § 501 et seq.

7. Therefore, the Court grants Petitioner's Motion for a Default Order under Texas Rules of Civil Procedure 736.7 and 736.8. Petitioner may proceed with foreclosure of the property described above in accordance with applicable law and the lien sought to be foreclosed.

8. This order is not subject to a motion for rehearing, new trial, bill of review, or appeal. Any challenge to this order must be made in a separate, original proceeding filed in accordance with Texas Rule of Civil Procedure 736.11.

9. This is a Final Judgment disposing of all claims between all Parties and is appealable.

SIGNED this ____ day of _____ 2023.

Signed:
1/30/2024

JUDGE PRESIDING

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

FILED FOR RECORD

11:19:19 AM

Monday, May 20, 2024

Lemeshia Hudspeth

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Monday, May 20, 2024

Lemeshia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS



RP-2024-181162

CAUSE NO. _____

ALL ABOUT PROPERTY, LLC	)	IN THE DISTRICT COURT
)	
Plaintiff,)	
vs.)	
)	
WELLS FARGO BANK, N.A.; AND	)	_____ JUDICIAL DISTRICT
NEWREZ LLC DBA SHELLPOINT)	
MORTGAGE SERVICING,)	
)	
Defendants.	)	OF HARRIS COUNTY, TEXAS

DECLARATION OF RAMESH ARUMUGAM

I, Ramesh Arumugam., do declare:

1. **My name is Ramesh Arumugam.** I am over the age of eighteen (18) years, of sound mind, and capable of making this Declaration.
2. **I am the Managing Member of All About Property, LLC ("Plaintiff")** in the above-captioned lawsuit. I make this Declaration in support of Plaintiff's Original Petition and Application for Ex-Parte Temporary Restraining Order and Temporary Injunction ("Petition"). I have personal knowledge of the facts stated herein, and each fact is true and correct to the best of my knowledge.
3. **Plaintiff's Ownership Interest in the Property.** Plaintiff, All About Property, LLC, is the current legal owner of the property located at 114 Dolphin Harbor North, Baytown, Texas 77523 (the "Property"), by virtue of a series of conveyances, most recently:
 - a. A Constable Execution Deed dated April 2, 2024, transferring the Property to Abdul Khan, as nominee for Plaintiff.
 - b. A subsequent Deed from Abdul Khan to Plaintiff on May 20, 2024.
4. **Prior Foreclosure by the Homeowners' Association.** The Property was sold to Plaintiff at an HOA foreclosure sale after the prior owner, Ms. Jenifer Betancourt ("Borrower"), defaulted on HOA assessments. The Borrower and all lienholders of record were given notice of their right to redeem the Property. To date, no party has redeemed the Property.
5. **Defendants' Scheduled Foreclosure Sale.** Defendants Wells Fargo Bank, N.A. ("WFB") and NewRez LLC dba Shellpoint Mortgage Servicing ("Shellpoint") have scheduled a nonjudicial foreclosure sale of the Property for January 7, 2025, as evidenced by the Notice of Sale. This impending foreclosure directly threatens Plaintiff's interest in the Property.
6. **Why Immediate Relief Is Necessary.** If the foreclosure sale proceeds on January 7, 2025:
 - a. Plaintiff will suffer immediate and irreparable harm, including loss of ownership and the right to possess and control the Property.
 - b. Real property is unique, and monetary compensation alone cannot adequately remedy the loss if the sale proceeds.
 - c. Plaintiff will lose the ability to assert its rightful claims unless this Court issues a restraining order and injunction to preserve the status quo.

7. **Multiple Substitute Trustees.** The Notice of Sale identifies thirty-eight substitute trustees, including entities such as Auction.com and Codilis & Moody, P.C., without specifying a single individual responsible for conducting the sale. This creates confusion, uncertainty for prospective bidders, and raises concerns about compliance with the trustee's duties to act fairly and impartially under Texas law.
8. **Lack of a Proper Mortgage Servicing Agreement.** Based on the recorded Assignment of the Loan and the statements contained in the Notice of Sale, it appears that Shellpoint purports to act both as the mortgagee and the mortgage servicer under an agreement it allegedly has with itself. Upon information and belief, no valid servicing agreement exists that would allow Shellpoint to comply with Texas Property Code § 51.0025. As such, the scheduled foreclosure notice may be invalid.
9. **Plaintiff's Willingness to Redeem.** In the alternative, if any valid lien exists, Plaintiff stands ready, able, and willing to redeem the Property by paying off the amount of any valid and subsisting lien. Plaintiff brings an alternative claim seeking the equitable right of redemption.
10. **No Adequate Remedy at Law.** There is no adequate remedy at law that can fully compensate Plaintiff if a foreclosure sale takes place on January 7, 2025. An injunction is necessary to prevent irreparable harm and to preserve Plaintiff's ownership interest in the Property until the underlying legal disputes can be resolved.
11. **Request for Relief.** Plaintiff respectfully requests that this Court:
- Grant an Ex-Parte Temporary Restraining Order** restraining Defendants, and anyone acting in concert with them, from proceeding with the January 7, 2025 foreclosure sale of the Property or taking any further action to foreclose on the Property pending further order of this Court.
 - Set a hearing for a Temporary Injunction** to maintain the status quo and prevent irreparable harm to Plaintiff's interest in the Property.
 - Grant Plaintiff all other relief**—including attorney's fees, costs, and any declaratory and equitable relief—to which it is entitled, as requested in the Petition.

FURTHER DECLARANT SAYS IN NOT.

My name is Ramesh Arumugam. My date of birth is July 6, 1984 and my address is PO Box 440543, Houston, TX 77244. I declare under penalty of perjury that every statement in the foregoing Declaration is within my personal knowledge and is true and correct.

Executed in Harris County, State of Texas, on the 2nd day of January, 2025.



Ramesh Arumugam

After Recording Return To:
All About Property, LLC
P.O. Box 440543
Houston, TX 77244

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY 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 office: your Social Security number or your driver's license number. Texas Public Records Code Section 11.008.

The GRANTOR, Abdul Barry Khan, for and in consideration of: \$10.00 and other good and valuable consideration, the receipt of which is acknowledged, have Granted, Sold, and Conveyed to the GRANTEE, All About Property, LLC, of Harris County in the State of Texas, the following described real estate, situated at 114 Dolphin Harbor North, in the City of Baytown, in the County of Harris in the State of Texas (Property):

Legal Description: LT 12 BLK 6 BAY OAKS HARBOR AMENDED Harris County

HCAD Account #: 1167950060012

Address: 114 Dolphin Harbor North, Baytown, Texas, 77523

Subject to existing taxes, assessments, liens, encumbrances, covenants, conditions, restrictions, rights of way and easements of record the grantor hereby covenants with the Grantee that any and all rights to the Property held by Grantor is transfer to Grantee, and Grantor warrants only that Grantor has not knowingly transferred any rights to the property to any other person; and that Grantor, his heirs, executors and administrators shall warrant and defend the title unto the Grantee, his heirs and assigns against lawful claims with regards to actions by Grantor.

Grantor Signature:

Abdul Barry Khan

RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

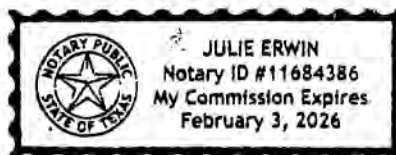
STATE OF TEXAS, COUNTY OF HARRIS,

This instrument was acknowledged before me on this 20th day of May, 2024 by Abdul Barry Khan.

Julie Erwin

Notary Public. My commission expires

02/03/2026



FILED FOR RECORD

10:38:27 AM

Wednesday, May 22, 2024

Laneshia Hudspeth

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Wednesday, May 22, 2024

Laneshia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS



RP-2024-185343

SEC. 209.010 NOTICE AFTER FORECLOSURE SALE AFFIDAVITRP-2024-135656
04/16/2024 RP1 \$29.00

STATE OF TEXAS

§
§
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS

WHEREAS, by Declaration of Covenants, Conditions and Restrictions for Bay Oaks Harbor, recorded on February 24, 1989 under Harris County Clerk's File No. 44058113, each Owner, by acceptance of a deed to a Lot or Tract, hereby expressly grants to BAY OAKS HARBOR PROPERTY OWNERS' ASSOCIATION, (the "Association") a lien for the purpose of securing payment of assessments and related costs and fees upon such Lot. The Association shall have the right to enforce the assessment lien by all methods available for the enforcement of such liens, both judicially and by non-judicial foreclosure pursuant to Section 51.002 and Section 209.0092 of the Texas Property Code; and

WHEREAS, default was made in the payment of maintenance assessments, by **JENNIFER BETANCOURT** upon property owned by her and described in said Declaration and the sale provided for therein was made upon the following described real property on April 2, 2024 at 11:59 a.m. to the highest bidder:

LOT TWELVE (12), IN BLOCK SIX (6) OF AMENDED PLAT OF BAY OAKS HARBOR, AN R/V RESORT SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 340, PAGE 135 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS TOGETHER WITH ALL IMPROVEMENTS CONSTRUCTED UPON, AFFIXED OR LOCATED UPON THE ABOVE DESCRIBED REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY RESIDENTIAL DWELLING LOCATED UPON THE REAL PROPERTY, WHICH DWELLING IS A 2011 MHDMAN000000303 CMH MANUFACTURING, INC. MANUFACTURED HOME; MODEL 32CLL32403AH12, SERIAL NO. CW2014450TXA/B; LABEL/SEAL NO. HWC0421177/8, WHICH MANUFACTURED HOME HAS BEEN PLACED ON AN AFFIXED TO THE REAL PROPERTY AND MORE COMMONLY KNOWN AS 114 DOLPHIN HARBOR NORTH, BAYTOWN, TEXAS, 77520 (the "PROPERTY").

WHEREAS, BAY OAKS HARBOR PROPERTY OWNERS' ASSOCIATION, pursuant to Section 209.011 sent written notice to the owner, by certified mail r/r and by regular mail, of her right to redeem the property on April 9, 2024.

EXECUTED THIS 8th day of April 2024.

BAY OAKS HARBOR PROPERTY OWNERS' ASSOCIATION, a Texas non-profit corporation, acting through its attorney/agent, Sarah B. Gerdes

By: *Sarah B. Gerdes*
Sarah B. Gerdes, Attorney/Agent

STATE OF TEXAS

COUNTY OF FT. BEND

ACKNOWLEDGMENT

Sarah B. Gerdes as Attorney/Agent of BAY OAKS HARBOR PROPERTY OWNERS' ASSOCIATION, acknowledged this instrument before me on the 8th day of April 2024.



Evangelina Garza
Notary Public in and for the State of Texas

✓ RETURN TO:

BSG SEARS
BENNETT
& GERDES, LLP

6548 GREATWOOD PKWY.
SUGAR LAND, TEXAS 77479

FILED FOR RECORD

3:31:40 PM

Tuesday, April 16, 2024

Lemeshia Hudspeth

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Tuesday, April 16, 2024

Lemeshia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS



RP-2024-135656

2
Aff
2
2025-00281 / Court: 80

RP-2024-393152
10/23/2024 RP2 \$29.00

STATE OF TEXAS
COUNTY OF HARRIS

§
§

AFFIDAVIT OF UNDER TEXAS PROPERTY CODE SECTION 209.011(n)

Before me, the undersigned authority, on this day personally appeared Abdul Barry Khan, proved to me through presentation of his state-issued Driver's License to be the person whose name is subscribed to this instrument, and acknowledged to me that he executed the same for the purposes or consideration herein expressed.


"My name is Abdul Barry Khan, as agent and nominee of All About Property, LLC. On February 4, 2020, as agent and nominee for All About Property, LLC, I purchased the property with an address of 114 DOLPHIN HARBOR NORTH, BAYTOWN, TEXAS, 77520 at a statutory homeowner's association foreclosure sale. The property is legally described as:

LOT TWELVE (12), IN BLOCK SIX (6) OF AMENDED PLAT OF BAY OAKS HARBOR, AN R/V RESORT SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 340, PAGE 135 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS TOGETHER WITH ALL IMPROVEMENTS CONSTRUCTED UPON, AFFIXED OR LOCATED UPON THE ABOVE DESCRIBED REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY RESIDENTIAL DWELLING LOCATED UPON THE REAL PROPERTY, WHICH DWELLING IS A 2011 MHDMAN000000303 CMH MANUFACTURING, INC. MANUFACTURED HOME; MODEL 32CLL32403AH12, SERIAL NO. CW2014450TXA/B; LABEL/SEAL NO. HWC0421177/8, WHICH MANUFACTURED HOME HAS BEEN PLACED ON AND AFFIXED TO THE REAL PROPERTY.

"The sale was memorialized by a deed from the Constable recorded in the real property records of Harris County Texas as Document No. RP-2024-181162.

"On April 16, 2024, the homeowner's association recorded an affidavit as Document No. RP-2024-135656 stating that notice under Texas Property Code section 209.010 was sent on April 9, 2024.

"No prior lot owner or lienholder of the property identified above redeemed the property during the applicable redemption period or any extended redemption period."


Abdul Barry Khan as agent and nominee of All About Property LLC

Given under my hand and seal of office this 23 day of October, 2024.



Nicole Nolasco
Notary Public, State of Texas

[seal]

Return: Jackson & Associates, 11767 Katy Fwy, Ste. 813, Houston, TX 77079 //

UNOFFICIAL COPY
Unofficial Copy Office of Marilyn Burgess District Clerk

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

RECORDER'S MEMORANDUM
This instrument was damaged at the time received for filing.

FILED FOR RECORD

11:23:09 AM

Wednesday, October 23, 2024

Leneshia Hudspeth

COUNTY CLERK, HARRIS COUNTY, TEXAS

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

Wednesday, October 23, 2024

Leneshia Hudspeth

COUNTY CLERK
HARRIS COUNTY, TEXAS



RP-2024-393152

C&M No. 44-24-02992/ FILE NOS

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: Codilis & Moody, P.C., 20405 State Highway 249, Suite 170, Houston, TX 77070

INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION

Deed of Trust dated April 02, 2018 and recorded under Clerk's File No. RP-2018-140898, in the real property records of HARRIS County Texas, with Jennifer Betancourt, a single person as Grantor(s) and Wells Fargo Bank, N.A. as Original Mortgagee.

Deed of Trust executed by Jennifer Betancourt, a single person securing payment of the indebtedness in the original principal amount of \$71,250.00 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 Jennifer Betancourt. Newrez LLC d/b/a Shellpoint Mortgage Servicing 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 TWELVE (12), IN BLOCK SIX (6) OF AMENDED PLAT OF BAY OAKS HARBOR, AN R/V RESORT SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 340, PAGE 135 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS TOGETHER WITH ALL IMPROVEMENTS CONSTRUCTED UPON, AFFIXED TO OR LOCATED UPON THE ABOVE DESCRIBED REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY RESIDENTIAL DWELLING LOCATED UPON THE REAL PROPERTY, WHICH DWELLING IS A 2011 MHDMAN00000303 CMH MANUFACTURING INC. MANUFACTURED HOME; MODEL: 32CLL32403AH12; SERIAL NO. CW2014450TXA/B; LABEL/SEAL NO. HWC0421177/8, WHICH MANUFACTURED HOME HAS BEEN PLACED ON AND AFFIXED TO THE REAL PROPERTY.

SALE INFORMATION

Date of Sale: 01/07/2025

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: 11,681 Square Feet area of covered concrete, being a 13,979 Square Feet area of covered concrete under the Bayou City Event Center Pavilion, save and except a 2,298 Square Feet Concession and Restroom area under said Pavilion, 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.

44-24-02992
HARRIS



4828494

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," "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, Patricia Poston, Megan L. Randle, Ebbie Murphy, Wayne Daughtrey, Steve Leva, Carl Meyers, Leb Kemp, Traci Yeaman, Israel Curtis, John Sisk, Clay Golden, Stephen Mayers, Colette Mayers, Wayne Wheat, Dana Dennen, Kinney Lester, Thomas Lester, Joshua Sanders, Wesley Fowler-Williams, Ramiro Cuevas, Matthew Hansen, Evan Press, Anna Sewart, David Barry, Byron Sewart, Patricia Poston, Austin DuBois, Sandy Dasigenis, Jeff Leva, John Burger, Martin Beltran, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or Auction.com, 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.
20405 State Highway 249, Suite 170
Houston, TX 77070
(281) 925-5200

Executed on 11/07/2024.

/s/ Will Morphis SBOT No. 24131905, Attorney at Law
Codilis & Moody, P.C.
20405 State Highway 249, Suite 170
Houston, TX 77070
(281) 925-5200

Posted and filed by: _____

Printed Name: _____

C&M No. 44-24-02992

Send All Notices to Assignee

RECORDING REQUESTED BY
WELLS FARGO BANK, N.A.
2701 WELLS FARGO WAY
N9408-05C
MINNEAPOLIS MN 55440-1629

WHEN RECORDED MAIL TO:
WELLS FARGO BANK, N.A.
MAC: N9408-05C
PO BOX 1629
MINNEAPOLIS, MN 55440-1269
ATTN: ASSIGNMENT TEAM

ASSIGNMENT OF DEED OF TRUST

For good and valuable consideration, the sufficiency of which is hereby acknowledged, **WELLS FARGO BANK, N.A. , 1 HOME CAMPUS , DES MOINES, IA 50328** , by these presents does convey, assign, transfer and set over to: **NEWREZ LLC DBA SHELLPOINT MORTGAGE SERVICING , 1100 VIRGINIA DRIVE , FORT WASHINGTON, PA 19034** the following described Deed of Trust, with all interest, all liens, and any rights due or to become due thereon. Said Deed of Trust for **\$71250.00** is recorded in the State of **TEXAS** , County of **Harris** Official Records, dated **04/02/2018** and recorded on **04/03/2018** as Instrument No. **RP-2018-140898**

Original Trustor/Grantor: **JENNIFER BETANCOURT, A SINGLE PERSON**
Original Beneficiary: **WELLS FARGO BANK, N.A.**
Property Address: **114 DOLPHIN HBR N BAYTOWN, TX 77523**
Date: **08/07/2024**

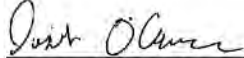
WELLS FARGO BANK, N.A.
By:



JEFTA NYARIBO, Vice President Loan Documentation

STATE OF MN
COUNTY OF Hennepin } s.s.

This instrument was acknowledged before me on **08/07/2024** by **JEFTA NYARIBO** as **Vice President Loan Documentation** of **WELLS FARGO BANK, N.A.**



JOSIAH O'CONNOR, Notary Public
Commission #: **1370983900103**
My Commission Expires: **01/31/2028**



JOSIAH O'CONNOR
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/28

e6a8c251

RP-2024-287608

Unofficial Copy Office of Marjorie Burgess District Clerk

COPY

RP-2024-287608

Pages 2

08/07/2024 03:40 PM

e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$25.00

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS

COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED in the Official Public Records of Real Property of Harris County, Texas.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS

CAUSE NO. _____

ALL ABOUT PROPERTY, LLC	)	IN THE DISTRICT COURT
)	
Plaintiff,)	
)	
vs.)	
)	
WELLS FARGO BANK, N.A.; AND	)	_____ JUDICIAL DISTRICT
NEWREZ LLC DBA SHELLPOINT)	
MORTGAGE SERVICING,)	
)	
Defendants.	)	OF HARRIS COUNTY, TEXAS

DECLARATION OF JEFFREY C. JACKSON

I, Jeffrey C. Jackson, do declare:

1. "I am 18 years of age or older, of sound mind, and capable of making this declaration.
2. "I am the attorney for plaintiff All About Property, LLC in the above styled and numbered cause.
3. "I am an attorney who has been practicing real estate law since 2012. I have extensive knowledge and experience in doing title searches and real property records research in Harris County, Texas. On January 2, 2025, I searched the Harris County real property records at this link (<https://www.cclerk.hctx.net/Applications/WebSearch/RP.aspx>) for any and all documents which would indicate any party exercised their right of redemption of the subject property (114 Dolphin Harbor North, Baytown, Texas 77523) after the HOA foreclosure sale to Plaintiff that took place on April 2, 2024. After a diligent search, I located no documents indicating anyone exercised their right of redemption for the subject property.
4. "On January 2, 2025, I searched the Harris County real property records at this link (<https://www.cclerk.hctx.net/Applications/WebSearch/RP.aspx>). Each and every real property document attached to Plaintiff's original petition was downloaded from this website and is a true and correct copy of the document on file with the Harris County Clerk's office.
5. "On January 2, 2025, I searched the Harris County District Clerk records at this link (<https://www.hcdistrictclerk.com/Edocs/Public/Search.aspx?Tab=tabCivilMobile>). Each and every court record attached to Plaintiff's original petition was downloaded from this website and is a true and correct copy of the document on file with the Harris County District Clerk's office."

FURTHER DECLARANT SAYETH NOT.

My name is Jeffrey C. Jackson, my date of birth is July 1, 1982 and my address is 11767 Katy Fwy., Ste. 813, Houston, TX 77079. I declare under penalty of perjury that every statement in the foregoing Declaration is within my personal knowledge and is true and correct.

Executed in Harris County, State of Texas, on the 2nd day of January, 2025.



Jeffrey C. Jackson

Unofficial Copy Office of Marilyn Burgess District Clerk

2025-00281 / Court: 80

CAUSE NO. _____

ALL ABOUT PROPERTY, LLC	)	IN THE DISTRICT COURT
)	
Plaintiff,)	
)	
vs.)	
)	
WELLS FARGO BANK, N.A.; AND	)	_____ JUDICIAL DISTRICT
NEWREZ LLC DBA SHELLPOINT)	
MORTGAGE SERVICING,)	
)	
Defendants.	)	OF HARRIS COUNTY, TEXAS

**[EX PARTE] TEMPORARY RESTRAINING ORDER ENJOINING SUBSTITUTE
TRUSTEE FORECLOSURE SALE**

Plaintiff, All About Property, LLC ("Plaintiff"), has filed an Application for Temporary Injunction and, in connection therewith, has presented an application for Ex Parte Temporary Restraining Order, together with Plaintiff's Original Petition and Application for Injunctive Relief and declaration(s) and other evidence supporting the Application presented. It clearly appears from the papers that Plaintiff is probably entitled to a temporary injunction.

Therefore, the defendant Newrez LLC dba Shellpoint Mortgage Servicing ("Defendant"), and any Trustee(s), agents, employees, or assigns acting on their behalf, are immediately enjoined, deterred, and barred from holding a scheduled January 7, 2025 Trustee's sale covering certain real property located in Harris County, Texas, to wit: 114 Dolphin Harbor North, Baytown, TX 77523 (the "Property"), legally described as:

LOT TWELVE (12), IN BLOCK SIX (6) OF AMENDED PLAT OF BAY OAKS HARBOR, AN R/V RESORT SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 340, PAGE 135 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS TOGETHER WITH ALL IMPROVEMENTS CONSTRUCTED UPON, AFFIXED OR LOCATED UPON THE ABOVE DESCRIBED REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY RESIDENTIAL DWELLING LOCATED UPON THE REAL PROPERTY, WHICH DWELLING IS A 2011 MHDMAN000000303 CMH MANUFACTURING, INC. MANUFACTURED HOME; MODEL 32CLL32403AH12, SERIAL NO. CW2014450TXA/B; LABEL/SEAL NO.

HWC0421177/8, WHICH MANUFACTURED HOME HAS BEEN PLACED ON
AND AFFIXED TO THE REAL PROPERTY.

The Court finds that Defendant will commit said act on January 7, 2025 before notice of hearing on the Application for Temporary Injunction can be served and hearing had; and that if the commission of said acts be not immediately restrained, Plaintiff will suffer immediate and irreparable injury, to-wit: Plaintiff will suffer wrongful interference with possession and ownership of unique real property.

It is therefore ORDERED that Defendant, and every possible Trustee acting on their behalf, and their agents, and employees, are commanded forthwith to desist and refrain from holding a trustee's sale or taking foreclosure action against the Property more particularly described above, for all purposes from the date of entry of this order until the fourteenth (14th) day after entry or until further order of this Court.

It is further ORDERED that the Application of Plaintiff's Application for Temporary Injunction be heard on _____, 20____ at _____ o'clock ____m. in the courtroom of the _____ Judicial District Court of Harris County, Texas.

The Clerk of the above-entitled Court shall forthwith, on the filing by Plaintiff of the Bond hereinafter required, and on approving same according to law, issue a Temporary Restraining Order in conformity with the law and the terms of this Order. This Order shall not be effective unless and until Plaintiff executes and files with the Clerk, a Bond in conformity with the law, in the amount of \$ _____.

SIGNED on this _____ day of _____, 20____, at _____ o'clock ____m.

Judge Presiding

APPROVED AS TO FORM AND SUBSTANCE:

JEFFREY JACKSON & ASSOCIATES, PLLC

/s/ Jeffrey C. Jackson

Jeffrey C. Jackson

State Bar No. 24065485

Attorney for Plaintiff

Unofficial Copy Office of Marilyn Burgess District Clerk

EXHIBIT B

Unofficial Copy Office of Marilyn Burgess District Clerk

CAUSE NO. 2025-00281

ALL ABOUT PROPERTY, LLC	)	IN THE DISTRICT COURT
)	
Plaintiff,)	
vs.)	
)	
WELLS FARGO BANK, N.A.; AND	)	80TH JUDICIAL DISTRICT
NEWREZ LLC DBA SHELLPOINT)	
MORTGAGE SERVICING,)	
)	
Defendants.	)	OF HARRIS COUNTY, TEXAS

NOTICE OF PARTIAL NONSUIT WITHOUT PREJUDICE AS TO
DEFENDANT WELLS FARGO BANK, N.A.

COMES NOW Plaintiff, ALL ABOUT PROPERTY, LLC ("AAP"), Plaintiff in the above-styled and numbered cause of action, and file this Notice of Partial Nonsuit pursuant to Rule 162 of the Texas Rules of Civil Procedure. Notice is hereby given to the court and all parties that AAP is nonsuiting, without prejudice, all of its causes of action against the Defendant Wells Fargo Bank, N.A. All claims against all other defendants remain active.

DHI requests an order of dismissal be entered consistent with the notice.

Respectfully submitted,

Jeffrey Jackson & Associates, PLLC

By. /s/ Jeffrey C. Jackson

Jeffrey C. Jackson

SBOT # 24065485

11767 Katy Fwy, Ste. 813

Houston, TX 77079

Tel. 713-861-8833

Fax. 713-682-8866

jeff@jjacksonpllc.com

ATTORNEY FOR PLAINTIFF

CERTIFICATE OF SERVICE

I certify that this foregoing Notice of Nonsuit was served on all parties in this case by means (e-service, facsimile and/or CM/RRR) in conformance with the Texas Rules of Civil Procedure on February 7, 2025.

/s/ Jeffrey C. Jackson
Jeffrey C. Jackson

Unofficial Copy Office of Marilyn Burgess 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.

Myra Nguyen on behalf of Jeffrey Jackson

Bar No. 24065485

myra@jjacksonpllc.com

Envelope ID: 97110915

Filing Code Description: Notice

Filing Description: Notice of Partial Nonsuit Without Prejudice as to Defendant Wells Fargo Bank, N.A.

Status as of 2/7/2025 11:10 AM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Matthew Hansen		mkhansen@troutman.com	2/7/2025 11:04:31 AM	SENT
Helen O.Turner		helen.turner@troutman.com	2/7/2025 11:04:31 AM	SENT

CAUSE NO. 2025-00281

ALL ABOUT PROPERTY, LLC	)	IN THE DISTRICT COURT
)	
Plaintiff,)	
vs.)	
)	
WELLS FARGO BANK, N.A.; AND	)	80 TH JUDICIAL DISTRICT
NEWREZ LLC DBA SHELLPOINT)	
MORTGAGE SERVICING,)	
)	
Defendants.	)	OF HARRIS COUNTY, TEXAS

**ORDER ON PLAINTIFF'S NOTICE OF PARTIAL NONSUIT WITHOUT
PREJUDICE**

On this day came on to be considered Plaintiff's Notice of Partial Nonsuit Without Prejudice as to Defendant Wells Fargo Bank, N.A. The Court, after considering the Notice, is of the opinion that it must be acted upon. It is therefore

ORDERED, that all of Plaintiff's claims against Defendant Wells Fargo Bank, N.A. are dismissed without prejudice. Costs are taxed against the Plaintiff. This is an interlocutory order.

Signed On: _____, 2025.

PRESIDING JUDGE

EXHIBIT C

Unofficial Copy Office of Marilyn Burgess District Clerk

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION**

ALL ABOUT PROPERTY, LLC,

Plaintiff,

v.

WELLS FARGO BANK, N.A.; AND
NEWREZ LLC DBA SHELLPOINT
MORTGAGE SERVICING

Defendants.

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Civil Action No. 2025-00281

DECLARATION OF DARLA MARTIN

1. My name is Darla Martin. My date of birth is July 30, 1966. My business address is 75 Beattie Place, Suite 300 Greenville, South Carolina 29601. I am of sound mind, and I am capable of making this Declaration.

2. I am personally acquainted with the facts stated in this Declaration as I became aware of them in the course and scope of my employment as a Litigation Case Manager for Newrez LLC d/b/a Shellpoint Mortgage Servicing ("Shellpoint").

3. My responsibilities with Shellpoint include overseeing the administrative and operational aspects of legal cases, managing case files, coordinating discovery, assisting with legal research, and facilitating client and witness communications. My responsibilities also include having knowledge of the corporate structure of the various entities affiliated with Shellpoint, the entity named as a Defendant in this lawsuit. Therefore, the facts set forth below are based on my personal knowledge, and I declare under the penalty of perjury that information contained in this Declaration is true and correct.

4. The ownership structure and citizenship of Shellpoint is as follows:

- (a) Shellpoint is a wholly-owned subsidiary of Shellpoint Partners LLC, a Delaware limited liability company.
- (b) Shellpoint Partners LLC is a wholly-owned subsidiary of NRM Acquisition LLC and NRM Acquisition II LLC, Delaware limited liability companies.
- (c) Both NRM Acquisition entities are wholly-owned subsidiaries of New Residential Mortgage LLC, a Delaware limited liability company.
- (d) New Residential Mortgage LLC is a wholly-owned subsidiary of Rithm Capital Corp. a Delaware corporation.

(e) Rithm Capital Corp., f/k/a New Residential Investment Corp., is publicly traded on the New York Stock Exchange under the ticker symbol RITM and was previously traded under the ticker symbol NRZ.

(f) Rithm Capital Corp. is headquartered in New York City, New York.

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Hamilton County, State of Indiana, on the 24th day of February 2025.

/s/ Darla Martin

Darla Martin
Litigation Case Manager

Unofficial Copy Office of Marilyn Burgess District Clerk

EXHIBIT D

Unofficial Copy Office of Marilyn Burgess District Clerk

Receipt Number: 1013128
Tracking Number: 74428258

EML

COPY OF PLEADING PROVIDED BY PLT

CAUSE NUMBER: 202500281

PLAINTIFF: ALL ABOUT PROPERTY LLC

vs.

DEFENDANT: WELLS FARGO BANK N A

In the 080th Judicial

District Court of

Harris County, Texas

CITATION

THE STATE OF TEXAS
County of Harris

TO: NEWREZ LLC (DBA SHELLPOINT MORTGAGE SERVICING) MAY BE SERVED BY SERVING THROUGH
THEIR TEXAS REGISTERED AGENT: CORPORATION SERVICE COMPANY
211 E 7TH ST STE 620
AUSTIN TX 78701-3218

Attached is a copy of PLAINTIFFS ORIGINAL PETITION AND APPLICATION FOR EX PARTE
TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION.

This instrument was filed on January 2, 2025, in the above numbered and styled cause
on the docket in the above Judicial District Court of Harris County, Texas, in the
courthouse in the City of Houston, Texas. The instrument attached describes the claim
against you.

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not
file a written answer with the District Clerk who issued this citation by 10:00 a.m.
on the Monday next following the expiration of twenty days after you were served this
citation and petition, a default judgment may be taken against you. In addition to
filing a written answer with the clerk, you may be required to make initial
disclosures to the other parties of this suit. These disclosures generally must be
made no later than 30 days after you file your answer with the clerk. Find out more
at TexasLawHelp.org.

ISSUED AND GIVEN UNDER MY HAND and seal of said Court, at Houston, Texas, this
January 16, 2025.



Marilyn Burgess

Marilyn Burgess, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002

Generated By: JOSHUA HALL

Issued at request of:
JACKSON, JEFFREY CRAIG
11767 KATY FWY, STE 813
HOUSTON, TX 77079
713-861-8833
Bar Number: 24065485

AFFIDAVIT ATTACHED

Tracking Number: 74428258
EML

CAUSE NUMBER: 202500281

PLAINTIFF: ALL ABOUT PROPERTY LLC

In the 080th

vs.

Judicial District Court

DEFENDANT: WELLS FARGO BANK N A

of Harris County, Texas

OFFICER/AUTHORIZED PERSON RETURN

Came to hand at _____ o'clock _____ M., on the _____ day of _____.

Executed at (address) _____
in _____ County
at _____ o'clock _____ M., on the _____ day of _____, 20 _____,

by delivering to _____ defendant,
in person, a true copy of this
Citation together with the accompanying _____ copy(ies) of the
_____ Petition
attached thereto and I endorsed on said copy of the Citation the date of delivery.

To certify which I affix my hand officially this _____ day of _____, 20 _____.

FEE: \$ _____

County, Texas

By: _____
Deputy

On this day, _____, known to me to be
the person whose signature
appears on the foregoing return, personally appeared. After being by me duly sworn,
he/she stated that this citation was executed by him/her in the exact manner recited
on the return.

SWORN TO AND SUBSCRIBED BEFORE ME on this _____ of _____, 20 _____

Notary Public

CAUSE NO. 2025-00281

ALL ABOUT PROPERTY, LLC

Plaintiff,

VS.

WELLS FARGO BANK, N.A., AND NEWREZ LLC D/B/A
SHELLPOINT MORTGAGE SERVICING
Defendant.

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IN THE DISTRICT COURT

80TH JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

AFFIDAVIT OF SERVICE

On this day personally appeared Andrew Swatzell who, being by me duly sworn, deposed and said:

"The following came to hand on January 17, 2025, 10:00 AM,

CITATION

PLAINTIFF'S ORIGINAL PETITION AND APPLICATION FOR EX-PARTE TEMPORARY RESTRAINING ORDER AND
TEMPORARY INJUNCTION WITH EXHIBITS,

and was executed at 211 EAST 7TH STREET STE 620, AUSTIN, TX 78701 within the county of TRAVIS at 2:56 PM on
January 23, 2025, by delivering a true copy to the within named

NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING
BY AND THROUGH ITS REGISTERED AGENT, CORPORATION SERVICE COMPANY D/B/A CSC-LAWYERS INCORPORATING
SERVICE COMPANY BY PERSONALLY DELIVERING TO ITS DESIGNATED AGENT, NEISHA GROSS

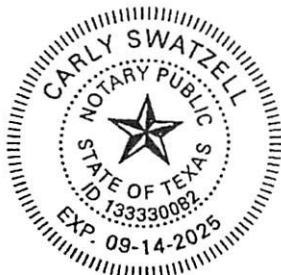
in person, having first endorsed the date of delivery on same.

I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Texas. I am familiar with the Texas Rules of Civil Procedure as they apply to service of Process. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I have never been convicted of a felony or of a misdemeanor involving moral turpitude. I have personal knowledge of the facts stated herein and they are true and correct."

Andrew Swatzell
PSC-18592 9/30/2026

BEFORE ME, a Notary Public, on this day personally appeared Andrew Swatzell, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are within his or her personal knowledge and are true and correct.

SUBSCRIBED AND SWORN TO ME ON JANUARY 25, 2025



Notary Public, State of Texas

12561518

Receipt Number: 1013127
Tracking Number: 74428256

EML

COPY OF PLEADING PROVIDED BY PLT

CAUSE NUMBER: 202500281

PLAINTIFF: ALL ABOUT PROPERTY LLC

vs.

DEFENDANT: WELLS FARGO BANK N A

In the 080th Judicial

District Court of

Harris County, Texas

CITATION

THE STATE OF TEXAS
County of Harris

TO: WELLS FARGO BANK N A MAY BE SERVED BY SERVING THROUGH THEIR TEXAS

REGISTERED AGENT: CORPORATION SERVICE COMPANY

211 E 7TH ST STE 620

AUSTIN TX 78701-3218

Attached is a copy of PLAINTIFFS ORIGINAL PETITION AND APPLICATION FOR EX PARTE TEMPORARY RESTRAINING ORDER AND TEMPORARY INJUNCTION.

This instrument was filed on January 2, 2025, in the above numbered and styled cause on the docket in the above Judicial District Court of Harris County, Texas, in the courthouse in the City of Houston, Texas. The instrument attached describes the claim against you.

YOU HAVE BEEN SUED. You may employ an attorney. If you or your attorney do not file a written answer with the District Clerk who issued this citation by 10:00 a.m. on the Monday next following the expiration of twenty days after you were served this citation and petition, a default judgment may be taken against you. In addition to filing a written answer with the clerk, you may be required to make initial disclosures to the other parties of this suit. These disclosures generally must be made no later than 30 days after you file your answer with the clerk. Find out more at TexasLawHelp.org.

ISSUED AND GIVEN UNDER MY HAND and seal of said Court, at Houston, Texas, this January 16, 2025.



Marilyn Burgess

Marilyn Burgess, District Clerk
Harris County, Texas
201 Caroline, Houston, Texas 77002

Generated By: JOSHUA HALL

Issued at request of:
JACKSON, JEFFREY CRAIG
11767 KATY FWY, STE 813
HOUSTON, TX 77079
713-861-8833
Bar Number: 24065485

AFFIDAVIT ATTACHED

Tracking Number: 74428256
EML

CAUSE NUMBER: 202500281

PLAINTIFF: ALL ABOUT PROPERTY LLC

In the 080th

vs.

Judicial District Court

DEFENDANT: WELLS FARGO BANK N A

of Harris County, Texas

OFFICER/AUTHORIZED PERSON RETURN

Came to hand at _____ o'clock _____ M., on the _____ day of _____.

Executed at (address) _____
in _____ County
at _____ o'clock _____ M., on the _____ day of _____, 20 _____,

by delivering to _____ defendant,
in person, a true copy of this
Citation together with the accompanying _____ copy(ies) of the
_____ Petition
attached thereto and I endorsed on said copy of the Citation the date of delivery.

To certify which I affix my hand officially this _____ day of _____, 20 _____.

FEE: \$ _____

_____ of _____

County, Texas

_____ Affiant By: _____ Deputy

On this day, _____, known to me to be
the person whose signature
appears on the foregoing return, personally appeared. After being by me duly sworn,
he/she stated that this citation was executed by him/her in the exact manner recited
on the return.

SWORN TO AND SUBSCRIBED BEFORE ME on this _____ of _____, 20 _____

Notary Public

CAUSE NO. 2025-00281

ALL ABOUT PROPERTY, LLC

Plaintiff,

VS.

WELLS FARGO BANK, N.A., AND NEWREZ LLC D/B/A
SHELLPOINT MORTGAGE SERVICING
Defendant.

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IN THE DISTRICT COURT

80TH JUDICIAL DISTRICT

HARRIS COUNTY, TEXAS

AFFIDAVIT OF SERVICE

On this day personally appeared Andrew Swatzell who, being by me duly sworn, deposed and said:

"The following came to hand on January 16, 2025, 3:37 PM,

CITATION

PLAINTIFF'S ORIGINAL PETITION AND APPLICATION FOR EX-PARTE TEMPORARY RESTRAINING ORDER AND
TEMPORARY INJUNCTION WITH EXHIBITS,

and was executed at 211 EAST 7TH STREET STE 620, AUSTIN, TX 78704 within the county of TRAVIS at 2:56 PM on
January 23, 2025, by delivering a true copy to the within named:

WELLS FARGO BANK, N.A.

BY AND THROUGH ITS REGISTERED AGENT, CORPORATION SERVICE COMPANY D/B/A CSC-LAWYERS INCORPORATING
SERVICE COMPANY BY PERSONALLY DELIVERING TO ITS DESIGNATED AGENT, NEISHA GROSS

in person, having first endorsed the date of delivery on same.

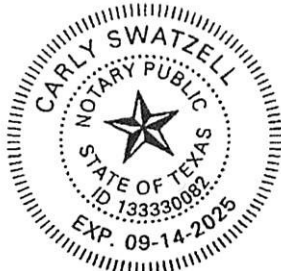
I am a person over eighteen (18) years of age and I am competent to make this affidavit. I am a resident of the State of Texas. I am familiar with the Texas Rules of Civil Procedure as they apply to service of Process. I am not a party to this suit nor related or affiliated with any herein, and have no interest in the outcome of the suit. I have never been convicted of a felony or of a misdemeanor involving moral turpitude. I have personal knowledge of the facts stated herein and they are true and correct.



Andrew Swatzell
PSC-18592 9/30/2026

BEFORE ME, a Notary Public, on this day personally appeared Andrew Swatzell, known to me to be the person whose name is subscribed to the foregoing document and, being by me first duly sworn, declared that the statements therein contained are within his or her personal knowledge and are true and correct.

SUBSCRIBED AND SWORN TO ME ON JANUARY 25, 2025



Notary Public, State of Texas

12561408

EXHIBIT E

Unofficial Copy Office of Marilyn Burgess District Clerk

2025-00281 / Court: 80

CAUSE NO. _____

ALL ABOUT PROPERTY, LLC

Plaintiff,

vs.

**WELLS FARGO BANK, N.A.; AND
NEWREZ LLC DBA SHELLPOINT
MORTGAGE SERVICING,**

Defendants.

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IN THE DISTRICT COURT

_____ JUDICIAL DISTRICT

OF HARRIS COUNTY, TEXAS

TRORX
STBNX
CASO

[EX PARTE] TEMPORARY RESTRAINING ORDER ENJOINING SUBSTITUTE TRUSTEE FORECLOSURE SALE

Plaintiff, All About Property, LLC ("Plaintiff"), has filed an Application for Temporary Injunction and, in connection therewith, has presented an application for Ex Parte Temporary Restraining Order, together with Plaintiff's Original Petition and Application for Injunctive Relief and declaration(s) and other evidence supporting the Application presented. It clearly appears from the papers that Plaintiff is probably entitled to a temporary injunction.

Therefore, the defendant Newrez LLC dba Shellpoint Mortgage Servicing (“Defendant”), and any Trustee(s), agents, employees, or assigns acting on their behalf, are immediately enjoined, deterred, and barred from holding a scheduled January 7, 2025 Trustee’s sale covering certain real property located in Harris County, Texas, to wit: 114 Dolphin Harbor North, Baytown, TX 77523 (the “Property”), legally described as:

LOT TWELVE (12), IN BLOCK SIX (6) OF AMENDED PLAT OF BAY OAKS HARBOR, AN R/V RESORT SUBDIVISION ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 340, PAGE 135 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS TOGETHER WITH ALL IMPROVEMENTS CONSTRUCTED UPON, AFFIXED OR LOCATED UPON THE ABOVE DESCRIBED REAL PROPERTY, INCLUDING WITHOUT LIMITATION ANY RESIDENTIAL DWELLING LOCATED UPON THE REAL PROPERTY, WHICH DWELLING IS A 2011 MHDMAN000000303 CMH MANUFACTURING, INC. MANUFACTURED HOME; MODEL 32CLL32403AH12, SERIAL NO. CW2014450TXA/B; LABEL/SEAL NO.

HWC0421177/8, WHICH MANUFACTURED HOME HAS BEEN PLACED ON
AND AFFIXED TO THE REAL PROPERTY.

The Court finds that Defendant will commit said act on January 7, 2025 before notice of hearing on the Application for Temporary Injunction can be served and hearing had; and that if the commission of said acts be not immediately restrained, Plaintiff will suffer immediate and irreparable injury, to-wit: Plaintiff will suffer wrongful interference with possession and ownership of unique real property.

It is therefore ORDERED that Defendant, and every possible Trustee acting on their behalf, and their agents, and employees, are commanded forthwith to desist and refrain from holding a trustee's sale or taking foreclosure action against the Property more particularly described above, for all purposes from the date of entry of this order until the fourteenth (14th) day after entry or until further order of this Court.

It is further ORDERED that the Application of Plaintiff's Application for Temporary Injunction be heard on January 13, 2025 at 1:30 o'clock p.m. in the courtroom of the 80th Judicial District Court of Harris County, Texas.

The Clerk of the above-entitled Court shall forthwith, on the filing by Plaintiff of the Bond hereinafter required, and on approving same according to law, issue a Temporary Restraining Order in conformity with the law and the terms of this Order. This Order shall not be effective unless and until Plaintiff executes and files with the Clerk, a Bond in conformity with the law, in the amount of \$ 250.00.

SIGNED on this _____ day of _____, 20____, at _____ o'clock _____m.

Signed:
1/3/2025 Rebecca Sutton-Culler
12:00 PM
Judge Presiding

APPROVED AS TO FORM AND SUBSTANCE:

JEFFREY JACKSON & ASSOCIATES, PLLC

/s/ Jeffrey C. Jackson

Jeffrey C. Jackson

State Bar No. 24065485

Attorney for Plaintiff

Unofficial Copy Office of Marilyn Burgess District Clerk

CAUSE NO. 2025-00281

ALL ABOUT PROPERTY, LLC

IN THE DISTRICT COURT

4A

Plaintiff,

VS.

**WELLS FARGO BANK, N.A.; AND
NEWREZ LLC DBA SHELLPOINT
MORTGAGE SERVICING,**

80TH JUDICIAL DISTRICT

Defendants.

OF HARRIS COUNTY, TEXAS

ORDER ON PLAINTIFF'S NOTICE OF PARTIAL NONSUIT WITHOUT PREJUDICE

On this day came on to be considered Plaintiff's Notice of Partial Nonsuit Without Prejudice as to Defendant Wells Fargo Bank, N.A. The Court, after considering the Notice, is of the opinion that it must be acted upon. It is therefore

ORDERED, that all of Plaintiff's claims against Defendant Wells Fargo Bank, N.A. are dismissed without prejudice. Costs are taxed against the Plaintiff. This is an interlocutory order.

Signed On: _____, 2025.

Signed:
2/7/2025

Sonya L. Bohn

PRESIDING JUDGE

EXHIBIT F

Unofficial Copy Office of Marilyn Burgess District Clerk

APPEALS

No Appeals found.

COST STATMENTS

No Cost Statments found.

TRANSFERS

No Transfers found.

POST TRIAL WRITS

No Post Trial Writs found.

ABSTRACTS

No Abstracts found.

NOTICES

No Notices found.

SUMMARY**CASE DETAILS**

File Date	1/2/2025
Case (Cause) Location	
Case (Cause) Status	Active - Civil
Case (Cause) Type	Quiet Title
Next/Last Setting Date	N/A
Jury Fee Paid Date	N/A

CURRENT PRESIDING JUDGE

Court	080 th
Address	201 CAROLINE (Floor: 9) HOUSTON, TX 77002 Phone:8329272680
JudgeName	SONYA L. ASTON
Court Type	Civil

ACTIVE PARTIES

Name	Type	Post Jdgm	Attorney
ALL ABOUT PROPERTY LLC	PLAINTIFF - CIVIL		JACKSON, JEFFREY CRAIG
WELLS FARGO BANK N A	DEFENDANT - CIVIL		
NEWREZ LLC (DBA SHELLPOINT MORTGAGE SERVICING)	DEFENDANT - CIVIL		
SHELLPOINT MORTGAGE SERVICING	DEFENDANT - CIVIL		
WELLS FARGO BANK N A MAY BE SERVED BY SERVING THROUGH THEIR TEXAS	REGISTERED AGENT		

211 E 7TH ST STE 620, AUSTIN, TX 78701-3218

211 E 7TH ST STE 620, AUSTIN, TX 78701-3218

INACTIVE PARTIES

No inactive parties found.

JUDGMENT/EVENTS

Date	Description	Order Signed	Post Jdgm	Pgs /Page	Volume Filing Attorney	Person Filing
2/7/2025	ORDER OF PARTIAL NONSUIT SIGNED	2/7/2025		1		
1/3/2025	HEARING HELD FOR ANOTHER COURT			0		
1/3/2025	APPEARANCE ON TEMPORARY INJ OR TEMPORARY RESTRAINING ORD			0		
1/3/2025	EVIDENCE PRESENTED (BENCH HEARING)			0		
1/3/2025	BENCH HEARING ASSIGNED			0		
1/3/2025	ORDER SIGNED GRANTING TEMPORARY RESTRAINING ORDER	1/3/2025		3		
1/3/2025	ORDER SETTING BOND SIGNED	1/3/2025		3		
1/3/2025	ORDER SIGNED SETTING HEARING	1/3/2025		3		
1/2/2025	ORIGINAL PETITION			0	JACKSON, JEFFREY CRAIG	ALL ABOUT PROPERTY LLC

SETTINGS

Date	Court Post Jdgm	Docket Type	Reason	Results	Comments	Requesting Party
1/13/2025 01:30 PM	080	Law Day Docket	TEMPORARY INJUNCTION (MOTION FOR)	Passed	PER PLT., JESSICA/ 1.10.2025 @ 12:0	
1/03/2025 11:00 AM	113	Ancillary Docket	TEMPORARY RESTRAINING ORDER (MOTION FOR)	Tried	GRANTED O/S 1/3/2025	JACKSON, JEFFREY CRAIG

SERVICES

Type	Status	Instrument	Person	Requested	Issued	Served	Returned	Received	Tracking	Deliver To
CITATION SERVICE	RETURN/EXECUTED	ORIGINAL PETITION	WELLS FARGO BANK N A MAY BE SERVED BY SERVING THROUGH THEIR TEXAS	1/2/2025	1/16/2025	1/23/2025			74428256	E-MAIL

211 E 7TH ST STE 620 AUSTIN TX 78701

CITATION SERVICE	RETURN/EXECUTED	ORIGINAL PETITION	NEWREZ LLC (DBA	1/2/2025	1/16/2025	1/23/2025			74428258	E-MAIL
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SHELLPOINT
MORTGAGE
SERVICING)
MAY BE
SERVED

211 E 7TH ST STE 620 AUSTIN TX 78701

DOCUMENTS

Number	Document	Post Jdgm	Date	Pgs
118869933	CITATION: Wells Fargo Bank, N.A.:		02/10/2025	3
118870174	CITATION: Newrez LLC DBA Shellpoint Mortgage Servicing:		02/10/2025	3
118843576	NOTICE OF PARTIAL NONSUIT WITHOUT PREJUDICE AS TO DEFENDANT WELLS FARGO BANK, N.A.:		02/07/2025	3
-> 118843577	PROPOSED ORDER ON PLAINTIFF'S NOTICE OF PARTIAL NONSUIT WITHOUT PREJUDICE:		02/07/2025	1
118898404	ORDER OF PARTIAL NONSUIT SIGNED		02/07/2025	1
118469296	Dolphin Harbor- Request for Issuance of Service		01/16/2025	1
118469297	Request for Issuance of Service		01/16/2025	1
118304824	NOTICE OF LIS PENDENS FILING		01/07/2025	1
-> 118304825	Ex A Ntc of LP		01/07/2025	1
118252508	ORDER SETTING BOND SIGNED		01/03/2025	3
	ORDER SIGNED GRANTING TEMPORARY RESTRAINING ORDER		01/03/2025	
	ORDER SIGNED SETTING HEARING		01/03/2025	
118314928	Clerks Certificate of Cash Deposit in Lieu of Injunction Bond per Order of the Court		01/03/2025	1
118239639	Plaintiffs Original Petition and Application for Ex-Parte Temporary Restraining Order and Temporary Injunction		01/02/2025	15
-> 118239640	Exhibit 01		01/02/2025	26
-> 118239641	Exhibit 02		01/02/2025	3
-> 118239642	Exhibit 03		01/02/2025	3
-> 118239643	Exhibit 04		01/02/2025	2
-> 118239644	Exhibit 05		01/02/2025	7
-> 118239645	Exhibit 06		01/02/2025	2
-> 118239646	Exhibit 07		01/02/2025	2
-> 118239647	Exhibit 08		01/02/2025	3
-> 118239648	Exhibit 09		01/02/2025	3
-> 118239649	Exhibit 10		01/02/2025	2
-> 118239650	Exhibit 11		01/02/2025	2
-> 118239651	Exhibit 12		01/02/2025	2
-> 118239652	Proposed [Ex Parte] Temporary Restraining Order Enjoining Substitute Trustee Foreclosure Sale		01/02/2025	3

2025-00281**COURT:** 080th**FILED DATE:** 1/2/2025**CASE TYPE:** Quiet Title**ALL ABOUT PROPERTY LLC**

Attorney: JACKSON, JEFFREY CRAIG

VS.**WELLS FARGO BANK N A****Docket Sheet Entries**

Date	Comment
1/3/2025	TRORX - ORDER SIGNED GRANTING TEMPORARY RESTRAINING ORDER
1/3/2025	STBNX - ORDER SETTING BOND SIGNED
1/3/2025	CASO - ORDER SIGNED SETTING HEARING
2/7/2025	4A - ORDER OF PARTIAL NONSUIT SIGNED

EXHIBIT G

Unofficial Copy Office of Marilyn Burgess District Clerk

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION**

ALL ABOUT PROPERTY, LLC,

Plaintiff,

v.

WELLS FARGO BANK, N.A.; AND
NEWREZ LLC DBA SHELLPOINT
MORTGAGE SERVICING

Defendants.

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Civil Action No. 2025-00281
INDEX OF MATTERS FILED

Pursuant to Local Rule 81, Defendant Newrez LLC d/b/a Shellpoint Mortgage Servicing (“Shellpoint”) hereby provides this index of all documents being filed:

EX	Document
A	Plaintiff's Original Petition
B	Non-suit of Defendant Wells Fargo
C	Declaration of Darla Martin
D	All Executed Process in the Case
E	All Orders Signed by the State Judge
F	A Copy of the State Court Docket
G	An Index of Matters Being Filed
H	A List of All Counsel of Record

Respectfully Submitted,

NELSON MULLINS RILEY & SCARBOROUGH, LLP

By: /s/ Jason Sharp

Jason Sharp
Texas Bar No. 24039170
Federal Bar No. 34717
Colin Minx
Texas Bar No. 24131039
Federal Bar No. 3901591
Email: jason.sharp@nelsonmullins.com
Email: colin.minx@nelsonmullins.com
1111 Bagby Street, Suite 2100
Houston, Texas 77002
Tel: 346.646.4975
Fax: 346.241.3758

**ATTORNEYS FOR DEFENDANT,
NEWREZ LLC DBA SHELLPOINT
MORTGAGE SERVICING**

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing document has been served on all known counsel of record in this cause in accordance with the Federal Rules of Civil Procedure on this 24th day of February 2025.

/s/ Jason Sharp

Jason Sharp

EXHIBIT H

Unofficial Copy Office of Marilyn Burgess District Clerk

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS HOUSTON DIVISION**

ALL ABOUT PROPERTY, LLC,

Plaintiff,

v.

WELLS FARGO BANK, N.A.; AND
NEWREZ LLC DBA SHELLPOINT
MORTGAGE SERVICING

Defendants.

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Civil Action No. _____

List of All Counsel of Record

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