

Our File Number: 20-03331  
Name: DANIEL SHEA

**1 SUBSTITUTE TRUSTEE'S DEED**

THE STATE OF TEXAS

COUNTY OF HARRIS

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WHEREAS, DANIEL SHEA, in order to secure the payment of Note for the sum set forth in said Deed of Trust, payable to the order of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR FLAGSHIP FINANCIAL GROUP, LLC, ITS SUCCESSORS AND ASSIGNS, made, executed and delivered to William Farrar, Trustee, a certain Deed of Trust/Security Instrument dated May 20, 2015 in the principal amount of \$489,464.00, recorded under County Clerk Number 20150226807, Volume ER 069-77, Page 0892, in the DEED OR REAL PROPERTY Records of HARRIS COUNTY, TEXAS, to which Deed of Trust/Security Instrument and its record reference is here made for a detailed description of said the terms and covenants of said Deed of Trust, and the lands and premises there conveyed; said land being more particularly described as follows:

LOT NINE (9), IN BLOCK ONE (1), OF TIMBERGROVE MANOR, SECTION ELEVEN (11), AN ADDITION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 57, PAGE 69 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS.

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

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

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

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

WHEREAS, I, the said Substitute Trustee, did, between the hours of ten o'clock A.M. and four o'clock P.M. and beginning not earlier than 10:00 AM, or not later than three hours thereafter, on June 6, 2023 for which said sale was advertised, offered the said land and premises for sale at public venue at the Commissioners, Court of such County, pursuant to Sec. 51.002 of the Texas

Property Code as amended, or if no area was designated by the Commissioner's Court, the sale was conducted in the area immediately (next) adjacent to the location where the Notice of Sale was posted; and

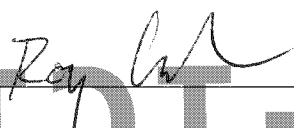
WHEREAS, at the said sale, Click N' Close, Inc. f/k/a Mid America Mortgage, Inc., whose address is 1200 E Campbell Road, Richardson, TX 75071 (hereinafter referred to as "Grantee") bid for said land and premises the sum of \$600957.50, cash, which was the highest bid and best offer therefore, whereupon said land and premises were knocked off and sold for said sum to the said Grantee in accordance with the terms and provisions of said Deed of Trust;

WHEREAS, all prerequisites required by law and/or by said Deed of Trust have been duly satisfied by the beneficiary therein and by said Substitute Trustee;

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

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

WITNESS my hand this day, June 7, 2023.

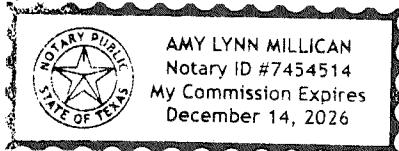
  
\_\_\_\_\_  
Roy Crush or Erica Kallaher, Jean Crush, Carl Meyers, Leb Kemp, Traci Yeaman, Israel Curtis, John Sisk, Clay Golden, Stephen Mayers, Colette Mayers, Wayne Wheat, Dana Dennen, Kinney Lester, Thomas Lester, Joshua Sanders, Wesley Fowler-Williams, Ramiro Cuevas, Matthew Hansen, Evan Press, Auction.com, Anna Sewart, David Barry, Byron Sewart, Patricia Poston, Austin DuBois, Sandy Dasigenis, Jeff Leva, John Burger, Martin Beltran, Marinosci Law Group PC

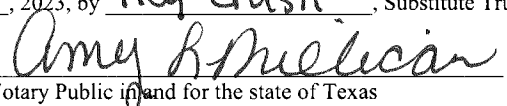
THE STATE OF TEXAS

COUNTY OF Montgomery

This instrument was acknowledged before me on June 7, 2023, by Roy Crush, Substitute Trustee.

(SEAL)



  
\_\_\_\_\_  
Notary Public in and for the state of Texas

Amy L Millican  
\_\_\_\_\_  
Printed Name of Notary

Return to: Marinosci Law Group, P.C.  
Marinosci & Baxter  
16415 Addison Road, Suite 725  
Addison, TX 75001  
20-03331

RP-2023-211971

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

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Affiant below named, who after being by me duly sworn did state as follows:

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

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

A search was conducted on the Servicemembers Civil Relief Act website and to the best of my knowledge, the owners of the property on the date of the Trustee's Sale, which date of sale and property are set forth and described in the filed Notice of Trustee's Sale, were not on active military duty with any branch of the Armed Forces of the United States nor were they protected by the Servicemembers Civil Relief Act for one (1) year prior to said Trustee's Sale."

EXECUTED on June 6, 2023.

THE STATE OF TEXAS

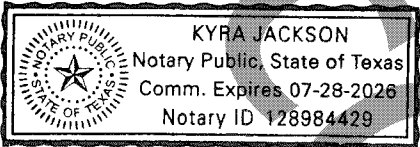
COUNTY OF DALLAS

SUBSCRIBED AND SWORN TO BEFORE ME, on June 6, 2023, by Adam Murphy  
(SEAL)

Adam Murphy

Kyra Jackson  
Notary Public in and for the State of Texas

Return to: Marinosci Law Group, P.C.  
Marinosci & Baxter  
16415 Addison Road, Suite 725  
Addison, TX 75001



RP-2023-211971

# Pages 4

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e-Filed & e-Recorded in the

Official Public Records of

HARRIS COUNTY

TENESHIA HUDSPETH

COUNTY CLERK

Fees \$26.00

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