

NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Grantor(s)	Adolph M. Saenz and Clementina C. Saenz	Deed of Trust Date	February 25, 2009
Original Mortgagee	Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Financial Heritage, its successors and assigns	Original Principal	\$134,250.00
Recording Information	Instrument #: 00082517 Book #: 894 Page #: 374 in Karnes County, Texas	Original Trustee	Tommy Bastian
Property Address	301 Yoakum Street, Runge, TX 78151	Property County	Karnes

MORTGAGE SERVICER INFORMATION:

Current Mortgagee	Mortgage Assets Management, LLC	Mortgage Servicer	PHH Mortgage Corporation
Current Beneficiary	Mortgage Assets Management, LLC	Mortgage Servicer Address	1 Mortgage Way, Mt. Laurel, NJ 08054

SALE INFORMATION:

Date of Sale	08/02/2022
Time of Sale	11:00 AM or no later than 3 hours thereafter
Place of Sale	The area inside the front door of the Courthouse, this being the East entrance facing Panna Maria County Courthouse in Karnes County, Texas, or if the preceding area is no longer the designated area, at the area most recently designated by the Karnes County Commissioner's Court.
Substitute Trustees	Garron Dean, Jo Woolsey, Bob Frisch, Jodi Steen, Janice Stoner, Aarti Patel, Amy Ortiz, Auction.com, Garron Dean, Deanna Ray, Jo Woolsey, Bob Frisch, Jodi Steen, Janice Stoner, Chris LaFond, Elizabeth Anderson, Selim Taherzadeh, Mo Taherzadeh, or Michael Linke, any to act
Substitute Trustees' Address	15851 N. Dallas Parkway, Suite 410, Addison, TX 75001

PROPERTY INFORMATION:

Legal Description as per the Deed of Trust:
ALL THAT CERTAIN 14.69 ACRES OF LAND IN KARNES COUNTY, TEXAS, OUT OF THE V. ZEPEDA GRANT, AND BEING A PART OF SUBDIVISION NO. 35 MADE FOR H. RUNGE & CO. BY W. J. SEALE, COUNTY SURVEYOR, OF KARNES COUNTY, TEXAS, AND DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT A POINT IN THE WEST LINE OF THE RUNGE TOWN PROPERTY, SAID POINT BEING N. 15 W. 217.4 VRS. FROM WHERE THE WEST LINE OF THE SAID RUNGE TOWN PROPERTY INTERSECTS THE NORTH LINE OF THE RIGHT-OF-WAY OF THE S.A. & A.P. RY. (NOW SOUTHERN PACIFIC LINES), SAID BEGINNING POINT BEING THE N.E. CORNER OF A 14.69 MORE TRACT OF LAND CONVEYED TO L.S. WILSON AND C.C. OUTLER BY A. R. WILBERN BY DEED DATED SEPTEMBER 22, 1892, RECORDED IN THE DEED RECORDS OF KARNES COUNTY, TEXAS, IN VOLUME T, PAGE 200; THENCE N. 15 W. ALONG THE WEST LINE OF THE RUNGE TOWN PROPERTY 279.6 VRS. TO THE N.E. CORNER OF A 29.38 ACRE TRACT COMPOSING SAID SUBDIVISION NO. 35 FOR CORNER OF THIS TRACT; THENCE ALONG THE NORTH LINE OF SAID 29.38 ACRE TRACT S .38 W. 473 VRS. TO THE N.W. CORNER OF SAID 29.38 ACRE TRACT FOR CORNER OF THIS TRACT; THENCE ALONG THE WEST LINE OF THE SAID 29.38 ACRE TRACT S. 15 E. 164.4 VRS. TO THE N.W. CORNER OF SAID 14.69 ACRE TRACT OF LAND CONVEYED TO L.S. WILSON, ET AL, BY A.R. WILBERN AS ABOVE SET FORTH FOR CORNER OF THIS TRACT; THENCE N. 51 E. ALONG THE NORTH LINE OF THE 14.69 ACRE TRACT OF LAND CONVEYED TO L.S. WILSON, ET AL, BY A.R. WILBERN AS ABOVE NET FORTH 417.5 VRS. TO THE PLACE OF BEGINNING, CONTAINING 14.69 ACRES OF LAND, AND BEING THE SAME TRACT OF LAND CONVEYED TO CARL PULLIN BY E. LEDESMA, ET UX, BY DEED DATED MARCH 11, 1935, RECORDED IN THE DEED RECORDS OF KARNES COUNTY, TEXAS, IN VOLUME 104, PAGES 596-

NOTICE OF TRUSTEE'S SALE

597.

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Default has occurred under the Deed of Trust and all sums secured by the Deed of Trust were declared immediately due and payable. The Beneficiary has, or caused another to, removed the Original Trustee and appointed Substitute Trustees. On behalf of the Mortgagee, Mortgage Servicer, and Substitute Trustees, the undersigned is providing this Notice of Trustee's Sale.

The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Beneficiary thereunder to have the bid credited to the Note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all other matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. The sale shall not cover any part of the property that has been released from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the Deed of Trust, the Beneficiary 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 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. Purchasers will buy the property "at the purchaser's own risk" and "at his/her peril", and no representation is made concerning the quality of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property.

Pursuant to the Texas Property Code, the Trustee reserves the right to set further reasonable conditions for conducting the Sale. Any such further conditions shall be announced before bidding is opened for the first Sale of the day held by the Trustee or any Substitute Trustee.

The Deed of Trust permits the Beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee, or any subsequently appointed Trustee, need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

Interested parties are encouraged to consult counsel of their choice prior to participating in the sale of the property.

Assert and protect your rights as a member of the armed forces of the United States. If you or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE

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THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

Dated June 24, 2022.

/s/ Selim H. Taherzadeh

Selim H. Taherzadeh
15851 N. Dallas Parkway, Suite 410
Addison, TX 75001
(469) 729-6800

Return to: TAHERZADEH, PLLC
15851 N. Dallas Parkway, Suite 410, Addison, TX 75001

FILED

At 11:44 o'clock 11 M

JUN 30 2022

CAROL SWIZE, COUNTY CLERK
KARNES COUNTY, TEXAS
Elie Han Deputy

**NATIONSTAR MORTGAGE LLC
D/B/A CHAMPION MORTGAGE
COMPANY**

Plaintiff,

v.

CLEMENTINA C. SAENZ

Defendants.

**In Re: 301 YOAKUM STREET,
RUNGE, TEXAS 78151**

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IN THE DISTRICT COURT

OF KARNES COUNTY, TEXAS

218th JUDICIAL DISTRICT

AGREED JUDGMENT

On this day, the Court considered the parties' Agreed Judgment, and found that it had jurisdiction over the subject matter and the parties to this proceeding. After considering this judgment, the pleadings, the evidence on file and the agreement of the parties, the Court grants the following Judgment and finds:

1. Plaintiff is the current "mortgagee", as that term is defined in TEX. PROP. CODE § 51.001, of a valid Texas reverse mortgage "loan agreement", as that term is defined in TEX. BUS. & COM. CODE § 26.02, ("Loan Agreement") that was created in accordance with TEX. CONST. art. XVI § 50a(7) and recorded in the Karnes County Real Property Records filed under Volume 894, Page 374, Document # 00082517 and secured by the real property and improvements commonly known as 301 Yoakum Street, Runge, Texas 78151, ("Property") and legally described as:

ALL THAT CERTAIN 14.69 ACRES OF LAND IN KARNES COUNTY, TEXAS, OUT OF THE V. ZEPEDA GRANT, AND BEING A PART OF SUBDIVISION NO. 35 MADE FOR H. RUNGE & CO. BY W.J. SEALE, COUNTY SURVEYOR, OF KARNES COUNTY, TEXAS, AND DESCRIBED AS FOLLOWS, TOWIT: BEGINNING AT A POINT IN THE WEST LINE OF THE RUNGE TOWN PROPERTY, SAID POINT BEING N. 15 W. 217.4 VRS. FROM WHERE THE WEST LINE OF THE SAID RUNGE TOWN PROPERTY INTERSECTS THE NORTH LINE OF THE RIGHT-OF-WAY OF THE S.A. & A.P. RY. (NOW SOUTHERN PACIFIC LINES), SAID BEGINNING POINT BEING THE N.E.

CORNER OF A 14.69 ACRE TRACT OF LAND CONVEYED TO L.S. WILSON AND C.C. OUTLER BY A.R. WILBERN BY DEED DATED SEPTEMBER 22, 1892, RECORDED IN THE DEED RECORDS OF KARNES COUNTY, TEXAS, IN VOLUME T, PAGE 200; THENCE N 15 W ALONG THE WEST LINE OF THE RUNGE TOWN PROPERTY 279.6 VRS. TO THE N.E. CORNER OF A 29.38 ACRE TRACT COMPOSING SAID SUBDIVISION NO. 35 CORNER OF THIS TRACT; THENCE ALONG THE NORTH LINE OF SAID 29.38 ACRE TRACT S. 38 W 473 VRS. TO THE N.W CORNER OF SAID 29.38 ACRE TRACT FOR CORNER OF THIS TRACT; THENCE ALONG THE WEST LINE OF THE SAID 29.38 ACRE TRACT S 15 E 164.4 VRS. TO THE N.W. CORNER OF SAID 14.69 ACRE TRACT OF LAND CONVEYED TO L.S. WILSON, ET AL, BY A.R. WILBERN AS ABOVE SET FORTH FOR CORNER OF THIS TRACT; THENCE N. 51 E. ALONG THE NORTH LINE OF THE 14.69 ACRE TRACT OF LAND CONVEYED TO L.S. WILSON, ET AL, BY A.H. WILBERN AS ABOVE SET FORTH 417.5 VRS, TO THE PLACE OF BEGINNING, CONTAINING 14.69 ACRES OF LAND, AND BEING THE SAME TRACT OF LAND CONVEYED TO CARL PULLIN BY E. LEDESMA, ET UX BY DEED DATED MARCH 11, 1935, RECORDED IN THE DEED RECORDS OF KARNES COUNTY, TEXAS, IN VOLUME 104, PAGES 596-597.

2. Under TEX. CONST. art. XVI, § 50(k)(6)(D), the failure of the obligation specified in the loan documents to pay taxes and assessments on, or insure the homestead property qualified as a default event which required the payment of all principal and interest owed under the Loan Agreement. The necessary conditions precedent for plaintiff to exercise its rights under the security instrument by proceeding with a non-judicial foreclosure against the Property have been accomplished. Plaintiff will enforce its security interest by conducting a non-judicial foreclosure of its lien created under TEX. CONST. art. XVI §§ 50(a)(7) and 50(k) according to TEX. CONST. art. XVI § 50(k)(11), TEX. PROP. CODE § 51.002, and the terms of the Loan Agreement.

IT IS THEREFORE ORDERED plaintiff has a valid lien on the Property by way of a security instrument dated February 25, 2009 and filed under Volume 894, Page 374, Document # 00082517 of the Karnes County Real Property Records.

IT IS FURTHER ORDERED that plaintiff, or its successors or assigns in interest, according to TEX. CONST. art. XVI, § 50(k)(11) shall enforce the Loan Agreement default by foreclosing the

security interest encumbering the Property pursuant to the Loan Agreement or TEX. PROP. CODE § 51.002.

IT IS FURTHER ORDERED that no personal liability or deficiency for the Loan Agreement debt shall be asserted against the Defendant.

IT IS FURTHER ORDERED that this Judgment serves as an Order of Foreclosure of a Reverse Mortgage Loan in accordance with TEX. CONST. ART. XVI §§ 50(a)(7) and (k)(11);

IT IS FURTHER ORDERED if a person occupying the Property fails to surrender the possession of the premises after foreclosure, plaintiff, or its successor in interest, shall be entitled to a Writ of Possession issued in accordance with Tex. R. Civ. P. 310;

IT IS FURTHER ORDERED all other costs of court are taxed against the party incurring same; and

IT IS FURTHER ORDERED All costs of court are to be paid by the party by whom incurred.

All relief not granted herein is denied. This Judgment disposes of all parties and all claims and is appealable.

SIGNED ON 9-30, 2021.



PRESIDING JUDGE

FILED
IN THE OFFICE
OF THE DISTRICT CLERK

SEP 30 2021
AT 5:40pm O'CLOCK
DENISE RODRIGUEZ
KARNES COUNTY DISTRICT CLERK

AGREED AND ENTRY REQUESTED:

/s/ Thomas L. Brackett

Thomas L. Brackett

State Bar No.: 24034337

4004 Belt Line Road, Suite 100

Addison, Texas 75001-4320

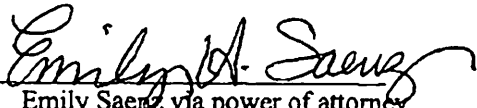
(972) 386-5040

(972) 341-0734 (Facsimile)

thomasbr@bdfgroup.com

ATTORNEY FOR PLAINTIFF

Clementina Saenz

BY: 

Emily Saenz via power of attorney

626 S Walnut Ave Apt C, Brea, CA 92821

310-689-6643