

610 HARVEY AVE
BURNET, TX 78611

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NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

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.

1. Date, Time, and Place of Sale.

Date: May 04, 2021

Time: The sale will begin at 1:00 PM or not later than three hours after that time.

Place: AREA OUTSIDE COUNTY CLERK'S OFFICE ON EAST SIDE OF THE BURNET COUNTY COURTHOUSE UNLESS BAD WEATHER THAN INSIDE IN EAST HALLWAY OUTSIDE DOORWAY TO COUNTY CLERK OFFICE or as designated by the county commissioners.

2. Terms of Sale. Cash.

3. Instrument to be Foreclosed. The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated March 26, 2009 and recorded in Document CLERK'S FILE NO. 200902855 real property records of BURNET County, Texas, with BILLY JOE EVERETT AND SHIRON L EVERETT, grantor(s) and WELLS FARGO BANK, N.A., mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by BILLY JOE EVERETT AND SHIRON L EVERETT, securing the payment of the indebtednesses in the original principal amount of \$210,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. NATIONSTAR MORTGAGE LLC D/B/A CHAMPION MORTGAGE COMPANY is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. Property to Be Sold. The property to be sold is described in the attached Exhibit A.

6. Mortgage Servicer Information. 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 lien securing the Property referenced above. CHAMPION MORTGAGE COMPANY, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o CHAMPION MORTGAGE COMPANY
8950 CYPRESS WATERS BLVD.
COPPELL, TX 75019



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.

The undersigned as attorney for the mortgagee or mortgage servicer does hereby remove the original trustee and all successor substitute trustees and appoints in their stead JOHN LATHAM, JOHN W. LATHAM, BRETT ADAMS, TOBEY LATHAM, OR MICHAEL LATHAM whose address is c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320 as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original trustee under the said Deed of Trust; and, further does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein.



Israel Saucedo

Certificate of Posting

My name is _____, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320. I declare under penalty of perjury that on _____ I filed at the office of the BURNET County Clerk and caused to be posted at the BURNET County courthouse this notice of sale.

Declarants Name: _____

Date: _____

610 HARVEY AVE
BURNET, TX 78611

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BURNET

EXHIBIT "A"

LOTS SIXTY-TWO (62) AND SIXTY-THREE (63) IN GREEN GROVE ADDITION SECTION TWO (2), A SUBDIVISION IN BURNET COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN PLAT CABINET 1, SLIDE 151-B, BURNET COUNTY PLAT RECORDS.

CAUSE NO. 51296

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

Plaintiff,

v.

**BILLY JOE EVERETT, KENNETH
DALE EVERETT, MICHAEL
DEWAIN EVERETT, SHERI
EVERETT WAGGONER, and
DARREN WAYLAN EVERETT**

Defendants.

**In Re: 610 HARVEY AVE,
BURNET, TEXAS 78611**

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IN THE DISTRICT COURT

OF BURNET COUNTY, TEXAS

33rd JUDICIAL DISTRICT

FINAL JUDGMENT

On this the 25th day of February, 2021, after considering Plaintiff Nationstar Mortgage Company, LLC d/b/a Champion Mortgage Company's, its successors and assigns, Motion for Default and Motion for Summary Judgment, the pleadings, and the evidence on file, the Court GRANTS the motion and finds:

1. Plaintiff is the current “mortgagee,” as that term is defined in Tex. Prop. Code § 51.0001(4), of a valid Texas reverse mortgage “loan agreement,” as that term is defined in Tex. Bus. & Com. Code § 26.02, (the “Loan Agreement”) that was created in accordance with TEX. CONST. art. XVI § 50a(7) and secured by the real property and improvements commonly known as 610 Harvey Avenue, Burnet, Texas 78611 (hereinafter "Property"), and more particularly described as follows:

**LOTS SIXTY-TWO (62) AND SIXTY-THREE (63) IN GREEN GROVE
ADDITION SECTION TWO (2), A SUBDIVISION IN BURNET COUNTY,
TEXAS, ACCORDING TO PLAT RECORDED IN PLAT CABINET 1,
SLIDE 151-B, BURNET COUNTY PLAT RECORDS.**

2. Shiron L. Everett ("Decedent") and Defendant Billy Joe Everett are the obligors and mortgagors of a reverse mortgage created under Tex. Const. art. § 50(a)(7) and 50(k) that is in default. Defendants are the heirs of Shiron L. Everett. Plaintiff is the mortgagee entitled to enforce the material breach of the Loan Agreement.

3. 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.

4. No personal liability is sought against the defendants as they are not obligated for the Loan Agreement debt and the Loan Agreement was made pursuant to TEX. CONST. art. XVI, § 50a(7).

5. On or about August 14, 2020, Plaintiff filed its Original Petition to obtain a foreclosure judgment. The Clerk of this Court issued citation for Defendants Billy Joe Everett, Kenneth Dale Everett, Michael Dewain Everett, Sheri Everett Waggoner, and Darren Waylan Everett.

6. Darren Waylan Everett was duly served with citation on September 4, 2020. The citation with officer's affidavit of service was filed with the Court on September 4, 2020 and Darren Waylan Everett is wholly in default for failure to appear herein. The Court finds that

Darren Waylan Everett is not in the armed forces and Darren Waylan Everett's last known address is 101 N. Main Street, Marble Falls, Texas 78654.

7. Billy Joe Everett was duly served with citation on September 24, 2020. The citation with officer's affidavit of service was filed with the Court on September 28, 2020 and Billy Joe Everett is wholly in default for failure to appear herein. The Court finds that Billy Joe Everett is not in the armed forces and Billy Joe Everett's last known address is 136 E. Washington Street, Burnet, Texas 78611.

8. Sheri Everett Waggoner was duly served with citation on September 3, 2020. The citation with officer's affidavit of service was filed with the Court on October 20, 2020 and Sheri Everett Waggoner is wholly in default for failure to appear herein. The Court finds that Sheri Everett Waggoner is not in the armed forces and Sheri Everett Waggoner's last known address is 8000 FM 2147, Horseshoe Bay, Texas 78657.

9. Defendants Kenneth Dale Everett and Michael Dewain Everett filed answers with the Court; however, in these answers Defendants Kenneth Dale Everett and Michael Dewain Everett made the judicial admission that they "*relinquish all rights of heirship to property at 610 Harvey Ave, Burnet, TX 78611.*" Consequently, each Defendant who defaults or makes judicial admissions admits all allegations of facts in the Plaintiff's petition except for unliquidated damages. However, in this cause, Plaintiff does not seek unliquidated damages but only an order of foreclosure under TEX. CONST. art XVI § 50(k)(6), which is relief proved by the written note and deed of trust made the subject to this cause.

IT IS THEREFORE ORDERED that Plaintiff's Motion for Default Judgment as to Darren Waylan Everett, Billy Joe Everett, and Sheri Everett Waggoner is **GRANTED**.

IT IS FURTHER ORDERED that Plaintiff's Motion for Summary Judgment as to Kenneth Dale Everett and Michael Dewain Everett is **GRANTED**.

IT IS FURTHER ORDERED that the Loan Agreement is a valid reverse mortgage and is in default under the terms of the Loan Agreement and Texas Law;

IT IS FURTHER ORDERED that Defendants Darren Waylan Everett, Billy Joe Everett, Sheri Everett Waggoner, Kenneth Dale Everett, and Michael Dewain Everett were immediately vested with all of Decedent's right, title and interest in the Property;

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 and Tex. Prop. Code § 51.002;

IT IS FURTHER ORDERED that one of the effects of this non-judicial foreclosure sale shall be that all defendants will be divested of all right, title, interest, and possession in and of the Property;

IT IS FURTHER ORDERED just as Decedent's putative estate is divested of all right, title and interest in the secured Property upon foreclosure, each Defendant will be divested all equitable right, title, and interest in the secured Property.

IT IS FURTHER ORDERED that after the non-judicial foreclosure sale ordered above is held, the purchaser of the property at the non-judicial foreclosure sale is vested and quieted with all right, title, interest and possession in and of the Property;

IT IS FURTHER ORDERED that no personal liability or deficiency for the loan agreement debt will be asserted against the Defendants or the putative estate of Decedent.

IT IS FURTHER ORDERED that Plaintiff be allowed such writs and processes as may be necessary in the enforcement and collection of this judgment to include a Writ of Possession issue under Tex. R. Civ. P. 109 against any Defendant or occupant of the Property.


IT IS FURTHER ORDERED that all costs of court are to be paid by the party incurring same.

All relief not expressly granted is denied.

This judgment finally disposes of all parties and all claims and is appealable.

3/2/2021 3:54:33 PM

SIGNED this the _____ day of _____ 2021.



PRESIDING JUDGE

SUBMITTED BY:

By: /s/ Shelley L. Hopkins
Shelley L. Hopkins
State Bar No. 24036497
BARRETT DAFFIN FRAPPIER
TURNER & ENGEL, LLP - *Of Counsel*
3 Lakeway Centre Ct., Suite 110
Austin, Texas 78734
(512) 600-4320
ShelleyH@bdfgroup.com

ATTORNEYS FOR PLAINTIFF