

FILED
AT 10 O'CLOCK A M

JAN 13 2020

Barbara Simpson
COUNTY CLERK, CORYELL CO., TEXAS

20130177900238



113 NORTH DRIVE
COPPERAS COVE, TX 76522

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: February 04, 2020

Time: The sale will begin at 10:00 AM or not later than three hours after that time

Place THE NORTH DOOR OF THE CORYELL COUNTY COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS 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 November 10, 2003 and recorded in Document CLERK'S FILE NO. 166504 real property records of CORYELL County, Texas, with BARBARA JEAN GABLE AND CLAUDA FRANKLIN GABLE, grantor(s) and WELLS FARGO FINANCIAL TEXAS, INC., mortgagee.

4 Obligations Secured Deed of Trust or Contract Lien executed by BARBARA JEAN GABLE AND CLAUDA FRANKLIN GABLE, securing the payment of the indebtednesses in the original principal amount of \$52,482.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. WELLS FARGO USA HOLDINGS, INC. 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. WELLS FARGO BANK, N.A., as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD
FORT MILL, SC 29715



NTSS20130177900238

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 MARYNA DANIELIAN, PAMELA THOMAS, JACK BURNS II, KRISTOPHER HOLUB, AARTI PATEL, AMY ORTIZ, GARRETT SANDERS, DYLAN RUIZ, KATHY ARRINGTON CECIL KESTER, TIM LEWIS, BRENDA WIGGS, DENISE BOERNER, DONNA STOCKMAN, GUY WIGGS, DAVID STOCKMAN, OR MICHELLE SCHWARTZ 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 CORYELL County Clerk and caused to be posted at the CORYELL County courthouse this notice of sale.

Declarants Name _____

Date. _____

113 NORTH DRIVE
COPPERAS COVE, TX 76522

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CORYELL

EXHIBIT "A"

BEING LOT ELEVEN (11) IN BLOCK ONE (1) OF THE ROLLING HEIGHTS ADDITION, FIRST UNIT, TO THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS, SHOWN BY PLAT OF SAID ADDITION RECORDED IN VOLUME 1, PAGE 59, PLAT RECORDS OF CORYELL COUNTY, TEXAS BEING THE SAME PROPERTY AS DESCRIBED IN WARRANTY DEED EXECUTED BY GERALD D CARSON AND WIFE, TO HAL E WALTON AND WIFE, MARY L WALTON, FILED FOR RECORD AUGUST 4, 1972, DEED RECORDS, CORYELL COUNTY, TEXAS

Cause No. DC-16-44950

WELLS FARGO FINANCIAL
TEXAS, INC.,
Plaintiff,

v.

ERNEST GABLE, DANIEL GABLE,
THE UNKNOWN HEIRS AT LAW
OF BARBARA GABLE, DECEASED
AND THE UNKNOWN HEIRS AT
LAW OF CLAUDA GABLE,
DECEASED
Defendants.

In Re: 113 NORTH DRIVE,
COPPERAS COVE, TEXAS 76522

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IN THE DISTRICT COURT

OF CORYELL COUNTY, TEXAS

52ND JUDICIAL DISTRICT

DEFAULT AND SUMMARY JUDGMENT

After considering plaintiff, WELLS FARGO USA HOLDINGS, INC.'s, its successors or assigns, Motion for Default and Summary Judgment, pleadings, and evidence on file the Court GRANTS the motion and finds:

1. Citation was properly served on defendants according to law and remained on file with the Clerk of this Court for the time prescribed by law.
2. None of the defendants who were personally served are in active military service.
3. Taylor Floyd was appointed as attorney ad litem according to TEX. R. CIV. P. 244 for defendants, the unknown heirs-at-law of Barbara Gable, deceased and the unknown heirs-at-law of Clauda Gable, deceased served citation by publication.
4. Kirby Stermer was appointed as attorney ad litem pursuant to 50 U.S.C. § 3931(b)(2) for defendant Joshua Emmanuel Belser.

Filed
CORYELL COUNTY
3:30 o'clock P.M.

SEP 27 2019

Betsy Moore
DISTRICT CLERK

5. The Loan Agreement between Claudia Franklin Gable, Barbara Gable and the plaintiff is in default and that plaintiff is the beneficiary of that agreement on the property made the basis of this lawsuit.

6. Plaintiff is entitled to the relief sought in plaintiff's original petition. Therefore it is:

ORDERED that:

All of Barbara Gable and Claudia Gable's ("Decedents") heirs-at-law have been made defendants to this suit and were immediately vested with all of Decedent's right, title and interest in the real property and improvements commonly known as 113 North Drive, Copperas Cove, Texas 76522 ("Property") and legally described as:

BEING LOT ELEVEN (11) IN BLOCK ONE (1) OF THE ROLLING HEIGHTS ADDITION, FIRST UNIT, TO THE CITY OF COPPERAS COVE, CORYELL COUNTY, TEXAS, SHOWN BY PLAT OF SAID ADDITION RECORDED IN VOLUME 1, PAGE 59, PLAT RECORDS OF CORYELL COUNTY, TEXAS. BEING THE SAME PROPERTY AS DESCRIBED IN WARRANTY DEED EXECUTED BY GERALD D. CARSON AND WIFE, TO HALE WALTON AND WIFE, MARY L. WALTON, FILED FOR RECORD AUGUST 4, 1972, DEED RECORDS, CORYELL COUNTY, TEXAS.

IT IS FURTHER ORDERED plaintiff has a valid lien on the Property by way of a Texas Home Equity Security Instrument dated November 10, 2003 and filed under Clerk's File No. 166504 of the Official Public Records of Coryell County, Texas.

IT IS FURTHER ORDERED that this Judgment serves as an Order authorizing plaintiff to foreclose its lien created under TEX. CONST. art. XVI, § 50(a)(6) in compliance with the Loan Agreement and TEX. PROP. CODE § 51.002.

IT IS FURTHER ORDERED that a copy of this Judgment shall be sent to defendants with the notice of the date, time, and place of the foreclosure sale.

IT IS FURTHER ORDERED that plaintiff may communicate with the defendants and all third parties reasonably necessary to conduct the foreclosure sale.

IT IS FURTHER ORDERED that if defendants are represented by counsel, the notice of foreclosure sale also be mailed to counsel by certified mail.

IT IS FURTHER ORDERED that one of the effects of the non-judicial foreclosure shall be that defendants are divested and the purchaser of the Property at the non-judicial foreclosure sale is vested with all right, title and interest to the Property.

IT IS FURTHER ORDERED that no personal liability or deficiency for the Loan Agreement debt shall be asserted against the defendants or the putative estate of Decedent.

IT IS FURTHER ORDERED that after the non-judicial foreclosure is held, if the property remains occupied after this judgment becomes final and the plaintiff is the purchaser of the Property at the non-judicial foreclosure sale, a writ of possession shall issue against any occupant of the Property in accordance with TEX. R. CIV. P. 310.

IT IS FURTHER ORDERED that as part of the costs of court, and payable by plaintiff, Taylor Floyd, the Attorney Ad Litem for the unknown heirs is granted the sum of \$ _____ and discharged as Ad Litem in this cause.

IT IS FURTHER ORDERED that as part of the costs of court, and payable by plaintiff, Kirby Stermer, the Attorney Ad Litem for Joshua Emmanuel Belser is granted the sum of \$ _____ and discharged as Ad Litem in this cause.

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

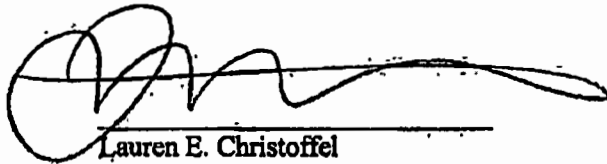
All relief not expressly granted is denied.

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

SIGNED this 27 day of Sept., 2019.


PRESIDING JUDGE

APPROVED AS TO FORM &
SUBSTANCE:



Lauren E. Christoffel
State Bar No.: 24065045
4004 Belt Line Road, Suite 100
Addison, Texas 75001-4320
(972) 341-5343
(972) 341-0734 (Facsimile)
LaurenC@bdfgroup.com

ATTORNEY FOR PLAINTIFF