

NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Grantor(s)	Ole Gilbertson Synoground and Janice Gay Synoground	Deed of Trust Date	March 25, 2008
Original Mortgagee	Countrywide Bank, FSB	Original Principal	\$126,000.00
Recording Information	Instrument #: 00013790 Book #: 1567 Page #: 563 in Cooke County, Texas	Original Trustee	G. Tommy Bastian
Property Address	715 South Morris Street, Gainesville, TX 76240	Property County	Cooke

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	10:00 AM or no later than 3 hours thereafter
Place of Sale	The East steps of the historic Courthouse located at 101 South Dixon Street, Gainesville, TX 76240 County Courthouse in Cooke County, Texas, or if the preceding area is no longer the designated area, at the area most recently designated by the Cooke County Commissioner's Court.
Substitute Trustees	Ramiro Cuevas, Aurora Campos, Jonathan Harrison, Shawn Schiller, Patrick Zwiers, Darla Boettcher, Dana Kamin, Lisa Bruno, Angie Uselton, Tonya Washington, Monica Henderson, Meryl Olsen, Misty McMillan, Tiffiney Bruton, Terry Waters, Auction.com, Mary Mancuso, Francesca Ortolani, Shelley Ortolani, Michele Hreha, Carol Dunmon, Jane Kline, Payton Hreha, Chasity Lewallen, 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:
BEING ALL THAT CERTAIN, TRACT OR PARCEL OF LAND SITUATED IN THE CITY OF GAINESVILLE, COOKE COUNTY, TEXAS, AND BEING A PORTION OF LOT 4, BLOCK 122, GAINESVILLE ADDITION, AN ADDITION TO THE CITY OF GAINESVILLE, COOKE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A FOUND 3/8" IRON ROD AT THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF LANIUS STREET AND THE WEST RIGHT-OF-WAY LINE OF SOUTH MORRIS STREET; THENCE NORTH, DEPARTING THE NORTH LINE OF LANIUS STREET, A DISTANCE OF 88.00 FEET TO A FOUND 5/8" IRON ROD; THENCE EAST, A DISTANCE OF 119.00 FEET TO A FOUND 3/8" IRON ROD IN THE WEST LINE OF SOUTH MORRIS STREET; THENCE SOUTH, ALONG THE WEST LINE OF SOUTH MORRIS STREET, A DISTANCE OF 88.00 FEET TO A 3/8" IRON ROD FOUND FOR CORNER. THENCE WEST, A DISTANCE OF 119.00 FEET TO THE POINT OF BEGINNINGS, AND CONTAINING 0.240 ACRE OF LAND. THE COMPANY DOES NOT REPRESENT OR INSURE THE AREA, SQUARE FOOTAGE, OR ACREAGE OF LAND.

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.

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

Dated July 8, 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

GAINESVILLE ADDITION, AN ADDITION TO THE CITY OF GAINESVILLE, COOKE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A FOUND 3/8" IRON ROD AT A DISTANCE OF 119 FEET WEST ALONG THE NORTH LINE OF LANIUS STREET FROM THE INTERSECTION OF THE NORTH RIGHT-OF-WAY OF LANIUS STREET AND THE WEST RIGHT-OF-WAY LINE OF SOUTH MORRIS STREET;

THENCE NORTH, DEPARTING THE NORTH LINE OF LANIUS STREET, A DISTANCE OF 88.00 FEET TO A FOUND 5/8" IRON ROD;

THENCE EAST, A DISTANCE OF 119.00 FEET TO A FOUND 3/8 " IRON ROD IN THE WEST LINE OF SOUTH MORRIS STREET;

THENCE SOUTH, ALONG THE WEST LINE OF SOUTH MORRIS STREET, A DISTANCE OF 88.00 FEET TO A 3/8" IRON ROD FOUND FOR CORNER;

THENCE WEST, A DISTANCE OF 119.00 FEET TO THE POINT OF BEGINNING, AND CONTAINING 0.240 ACRE OF LAND.

2. Under Tex.Const. art. XVI § 50(k)(6)(A), the deaths of all of the borrowers 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 interest by proceeding with a non-judicial foreclosure against the Property have been accomplished. Plaintiff will enforce its security interest pursuant to the terms of the Loan Agreement and Tex. Prop. Code §51.002.

IT IS THEREFORE ORDERED that Plaintiff, or its successors or assigns in interest, in accordance with 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 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; and

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

IT IS FURTHER ORDERED Plaintiff is entitled to all writs necessary to enforce this Judgment.

All relief not granted herein is denied.

SIGNED this _____ day of _____, 2022. 4/28/2022 8:38:35 pm



JUDGE PRESIDING