

## NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

**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. Sender is: Codilis & Moody, P.C., 20405 State Highway 249, Suite 170, Houston, TX 77070**

### INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION

Deed of Trust dated April 17, 2006 and recorded under Clerk's File No. 2006058032, in the real property records of GALVESTON County Texas, with Gerry Harris, joined herein pro forma by his wife, Paula Harris as Grantor(s) and Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Resmae Mortgage Corporation, its successors and assigns as Original Mortgagee.

Deed of Trust executed by Gerry Harris, joined herein pro forma by his wife, Paula Harris securing payment of the indebtedness in the original principal amount of \$259,571.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by Gerry Harris. U.S. Bank National Association, as Trustee, successor in interest to Bank of America, National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for Merrill Lynch Mortgage Investors Trust, Mortgage Loan Asset-Backed Certificates, Series 2006-RM5 is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

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 property securing the above referenced loan. Mr. Cooper is acting as the Mortgage Servicer for the Mortgagee. Mr. Cooper, is representing the Mortgagee, whose address is: 8950 Cypress Waters Boulevard, Coppell, TX 75019.

#### Legal Description:

**LOT ONE (1), BLOCK TWO (2), AMENDING PLAT FOR VICTORY LAKES, SECTION ONE (1), A SUBDIVISION IN GALVESTON COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 18, PAGE 1099, OF THE MAP RECORDS OF GALVESTON COUNTY, TEXAS.**

### SALE INFORMATION

**Date of Sale: 01/07/2025**

**Earliest Time Sale Will Begin: 1:00 PM**

**Location of Sale:** The place of the sale shall be: GALVESTON County Courthouse, Texas at the following location: Outside of the West entrance to the Galveston County Courthouse, 722 Moody, Galveston, Texas, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court.

### TERMS OF SALE

A default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. Pursuant to the Deed of Trust, the mortgagee 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 Section 51.009 of 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.

The sale will begin at the earliest time stated above, or within three (3) hours after that time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

**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.**

**WHEREAS**, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, **I HEREBY APPOINT AND DESIGNATE Patricia Poston, Nick Poston, David Poston or Chris Poston, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or Xome, as Substitute Trustee.**

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is:  
Codilis & Moody, P.C.  
20405 State Highway 249, Suite 170  
Houston, TX 77070  
(281) 925-5200

Executed on 11/12/2024.

/s/ Will Morphis SBOT No. 24131905, Attorney at Law  
Codilis & Moody, P.C.  
20405 State Highway 249, Suite 170  
Houston, TX 77070  
(281) 925-5200

Posted and filed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

C&M No. 44-24-01871

**FILED**

Instrument Number: *FILED2024001358*

Filing Fee: 2.00

Number Of Pages: 3

Filing Date: 11/14/2024 11:19AM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



*Dwight D. Sullivan*

---

**Dwight D. Sullivan**, County Clerk  
Galveston County, Texas

NOTICE: It is a crime to intentionally or knowingly file a fraudulent court record or instrument with the clerk.

**DO NOT DESTROY** - *Warning, this document is part of the Official Public Record.*