

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

FILED FOR RECORDS
SHELBY COUNTY TEXAS
2020 JUL -9
JENNIFER L. ...
COUNTY CLERK

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.

Date of Security Instrument: November 23, 2015

Grantor(s): Cheyenne Marie Lampley and Larry Paul Lampley, a married couple

Original Mortgagee: First Advantage Bank

Recording Information: Instrument #2015004060, Official Public Real Property (Deed) Records of **Shelby County, Texas**, on December 2, 2015.

Current Mortgagee: Reliant Bank (a/k/a Reliant Bancorp, Inc.), successor by merger to and/or by acquisition of First Advantage Bank

Mortgage Servicer: Pursuant to any Servicing Agreement between the Mortgage Servicer and Mortgagee, the Mortgage Servicer is authorized to represent the Mortgagee. Pursuant to any 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.

Date of Sale: August 4, 2020

Time of Sale: 1:00 p.m. or not later than three hours after that time.

Place of Sale: ON THE STEPS IN THE AREA WITHIN 100 FEET OF THE SOUTHEASTERN FRONT DOOR OF THE SHELBY COUNTY COURTHOUSE PROVIDED FOR THE HOLDING OF DISTRICT COURT, OR IF THE PRECEDING AREA IS NO LONGER THE DESIGNATED AREA, AT THE AREA MOST RECENTLY DESIGNATED BY THE SHELBY COUNTY COMMISSIONERS COURT

Legal Description of property to be sold:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND CONSISTING OF TWO (2) ACRES, MORE OR LESS, AND BEING A PORTION OF A CALLED 39.9 ACRE TRACT OF LAND IN THE J. RISINGER SURVEY A-60, SHELBY COUNTY, TEXAS, CONVEYED BY F.A. McCANN, ET UX, TO M.L. ANDERSON BY DEED DATED FEBRUARY 16, 1967, RECORDED IN VOLUME 448, PAGE 610, DEED RECORDS OF SHELBY COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "A," together with, and attached as part of the real property, a Kabco Builders Model "AS02SP" 32' x



76' manufactured home with Serial Nos. KB0210317A16 and KB0210317B16, and HUD Label/Seal Nos. NTA1689170 and NTA1689171, together with all equipment and accessories, and certain appliances and furnishings specifically listed in the Contract.

Terms of sale: Cash



Bennett M. Wyse

Substitute Trustee
PRATT AYCOCK, LTD.
5050 Quorum Dr., Suite 625
Dallas, Texas 75254

Return to:

PRATT AYCOCK, LTD.
ATTN: BENNETT M. WYSE
5050 QUORUM DR., SUITE 625
DALLAS, TEXAS 75254



Posted by Sheryl LaMout

7-09-2020

CAUSE NO. 20-CV-35192

FIRST ADVANTAGE BANK,	§	IN THE DISTRICT COURT
	§	
<i>Plaintiff,</i>	§	
	§	
v.	§	
	§	
LARRY PAUL LAMPLEY, and	§	OF SHELBY COUNTY, TEXAS
CHEYENNE MARIE LAMPLEY,	§	
	§	
<i>Defendants.</i>	§	
	§	
IN RE: 297 CR 4624 TENAHA, TEXAS	§	
75974	§	123RD/237TH JUDICIAL DISTRICT

FINAL DEFAULT JUDGMENT
AGAINST LARRY PAUL LAMPLEY,
DISMISSAL OF CHEYENNE MARIE LAMPLEY, AND
ORDER AUTHORIZING NON-JUDICIAL FORECLOSURE

CAME ON to be heard, on the date entered below, Plaintiff's Motion for Entry of Final Default Judgment against Larry Paul Lampley, Dismissal of Cheyenne Marie Lampley, and Order Authorizing Non-Judicial Foreclosure, in the above-entitled and numbered cause wherein First Advantage Bank is Plaintiff, and Larry Paul Lampley, is the Defendant against whom judgment shall be rendered. Plaintiff, First Advantage Bank, through its attorney of record, has announced ready for trial.

Defendant, Larry Paul Lampley, although having been duly and legally cited to appear and answer, failed to appear and answer and wholly made default. Citation was served on Defendant, Larry Paul Lampley, according to law and returned to the Clerk where it remained on file for the time required by law.

Defendant, Cheyenne Marie Lampley could not be found for service with Citation, and Defendant, Larry Paul Lampley would not, or could not, provide a valid alternate address for

service of process upon Cheyenne Marie Lampley, and she has made no appearance, and First Advantage no longer desires to litigate any claims against Defendant, Cheyenne Marie Lampley, and requests dismissal without prejudice as to Defendant, Cheyenne Marie Lampley.

The case was presented to the Court. The Court, having reviewed the sworn pleadings and the documentary evidence on file, has determined that the Court has jurisdiction over the subject matter and of the parties to this proceeding and is of the opinion that the allegations of Plaintiff have been admitted against Defendant, Larry Paul Lampley.

The Court finds that Defendants, Larry Paul Lampley and Cheyenne Marie Lampley, executed a Promissory Note (“Note”), Disclosure Statement, and Consumer Security Agreement (“Contract”); and a Deed of Trust (“Lien”) (collectively, the “Loan Agreement”), for the benefit of First Advantage Bank (the “Lender”) on or about November 23, 2015, as shown by Plaintiff’s pleadings and the evidence on file with the Court.

The Court also finds that the account with First Advantage Bank (as described in the affidavit of a representative of Plaintiff, First Advantage Bank, on file with the Court), went into default and the default was not cured and the account has been accelerated.

The Court further finds that Plaintiff, First Advantage Bank, is entitled to declaratory judgment that Plaintiff, First Advantage Bank, has a valid and subsisting lien against the subject real property and improvements commonly known as **297 CR 4624 Tenaha, SHELBY County, Texas 75974**, (the “Property”), and more particularly described as follows:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND CONSISTING OF TWO (2) ACRES, MORE OR LESS, AND BEING A PORTION OF A CALLED 39.9 ACRE TRACT OF LAND IN THE J. RISINGER SURVEY A-60, SHELBY COUNTY, TEXAS, CONVEYED BY F.A. McCANN, ET UX, TO M.L. ANDERSON BY DEED DATED FEBRUARY 16 , 1967, RECORDED IN VOLUME 448, PAGE 610, DEED RECORDS OF SHELBY COUNTY, TEXAS, SAID TRACT BEING MORE

PARTICULARLY DESCRIBED BY METES AND BOUNDS IN THE ATTACHED EXHIBIT "A," together with and attached as part of the real property, a Kabco Builders Model "AS02SP" 32' x 76' manufactured home with Serial Nos. KB0210317A16 and KB0210317B16, and HUD Label/Seal Nos. NTA1689170 and NTA1689171, together with all equipment and accessories, and certain appliances and furnishings specifically listed in the Contract,

and that Plaintiff, First Advantage Bank, is entitled to enforce its lien and is authorized by this Judgment and Court Order to foreclose against the Property, by a non-judicial foreclosure to be held in accordance with the terms and conditions of the Deed of Trust, TEX. CONST. art. V § 8 and art. XVI, § 50(a)(6), and with TEX. PROP. CODE §51.002.

The Court also finds that all conditions precedent have been performed or have occurred, as required by TEX. R. CIV. P. 54, for Plaintiff to enforce its security interest against the Property.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Plaintiff, First Advantage Bank, has a valid and subsisting lien against the Property, and that Plaintiff, First Advantage Bank, is hereby entitled and authorized to enforce its lien against the Property by conducting a non-judicial foreclosure sale of the Property which shall be held in accordance with the terms and conditions of the Deed of Trust and TEX. PROP. CODE §51.002; and, it is further,

ORDERED, ADJUDGED AND DECREED that the claims of Plaintiff, First Advantage Bank, against Defendant, Cheyenne Marie Lampley, are dismissed without prejudice; and, it is further

ORDERED, ADJUDGED AND DECREED that this final judgment and order shall serve as an Order of Foreclosure of the Lien in accordance with TEX. CONST. ART. XVI §50(a)(6); and, it is further

ORDERED, ADJUDGED AND DECREED that the non-judicial foreclosure shall divest Defendants of all of their interests in the Property, and that the purchaser of the Property at

the non-judicial sale shall thereby be vested with all right, title, and interest to and in the Property;
and, it is further

ORDERED, ADJUDGED AND DECREED that no personal liability or deficiency for the debt under the Loan Agreement shall be asserted against any of the Defendants in this action;
and, it is further,

ORDERED, ADJUDGED AND DECREED that Plaintiff, First Advantage Bank, recover of and from Defendants, all costs in this behalf expended; and it is further

ORDERED, ADJUDGED AND DECREED that after the non-judicial foreclosure sale is held, if the Property remains occupied after this judgment becomes final, then the purchaser of the Property at the foreclosure sale shall be entitled to the issuance of a writ of possession from the clerk of this court against any occupant of the Property in accordance with TEX. R. CIV. P. 310, without further order of this Court; and, it is finally

ORDERED, ADJUDGED AND DECREED that, Plaintiff, First Advantage Bank, shall be allowed such other writs and processes that may be necessary in the enforcement of Plaintiff's lien against the Property and this Final Judgment.

SIGNED on this the 18th day of June, 2020.



JUDGE PRESIDING

Respectfully submitted,

/s/ *Bennett M. Wyse*

Bennett M. Wyse

Texas State Bar No. 24008315

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ATTORNEYS FOR PLAINTIFF,
FIRST ADVANTAGE BANK

EXHIBIT "A"

All that certain lot, tract or parcel of land consisting of two (2) acres, more or less, and being a portion of a called 39.9 acre tract of land in the J. Risinger Survey A-60, Shelby County, Texas, conveyed by F. A. McCann, et ux to M. L. Anderson by deed dated February 16, 1967, recorded in Volume 448, page 610, Deed Records of Shelby County, Texas, said tract herein conveyed being described by metes and bounds as follows:

BEGINNING at an iron pipe which is the Northeast corner of that certain tract of land conveyed by M. L. Anderson and wife, Joan Anderson, to James H. David and wife, Gracie David, recorded in Volume 485, page 509, of the Deed Records of Shelby County, Texas, said iron pipe being the Southeast corner of this tract herein conveyed;

THENCE, N 18 deg. E a distance of 132 feet to an iron pipe in the center of the West Road ditch;

THENCE, N 19 deg. E a distance of 106.92 feet to an iron stake in the center of the West Road Ditch;

THENCE N 72 deg. W a distance of 382.14 feet to a fence where an iron pipe indicated the corner;

THENCE, S 10 deg W with the fence line a distance of 271.59 feet;

THENCE, S 75 deg. E a distance of 335.28 feet to the point of Beginning, containing Two (2) acres of land, more or less.