

CERTIFICATE OF POSTING  
9:35 o'clock A.M  
APR 16, 2024

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

Vickie Quinn  
County Clerk, Goliad County, Texas  
By: Vickie Quinn

**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 September 05, 2007 and recorded under Vol. 00296, Page 00456, or Clerk's File No. 00120040, in the real property records of GOLIAD County Texas, with Michael J Baumgartner and Keri A Baumgartner, husband and wife as Grantor(s) and Bank of America, N.A. as Original Mortgagee.

Deed of Trust executed by Michael J Baumgartner and Keri A Baumgartner, husband and wife securing payment of the indebtedness in the original principal amount of \$64,710.00 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 Michael J Baumgartner, Keri A. Baumgartner. NewRez LLC d/b/a Shellpoint Mortgage Servicing 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. Shellpoint Mortgage Servicing is acting as the Mortgage Servicer for the Mortgagee. Shellpoint Mortgage Servicing, is representing the Mortgagee, whose address is: 75 Beattie Place, Suite 300, Greenville, SC 29601.

**Legal Description:**

**BEING PART OF LOT NO. THREE (3), BLOCK NO. III, RANGE "E" IN THE CITY OF GOLIAD, GOLIAD COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP OD SAID CITY OF RECORD IN THE OFFICE OF COUNTY CLERK OF SAID COUNTY, AND BEING MORE PARTICULARLY DESCRIBED BY EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES:**

**SALE INFORMATION**

**Date of Sale: 06/04/2024**

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

**Location of Sale:** The place of the sale shall be: GOLIAD County Courthouse, Texas at the following location: On the courthouse steps at the north entrance to the Goliad County Courthouse, 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** Arnold Mendoza, Sandra Mendoza, Alexis Mendoza, Jennyfer Sakiewicz, Adolfo Rodriguez, Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Jodi Steen, Janice Stoner, John Sisk, Aleena Litton, Daniel McQuade, Vanna Ho, Amy Ortiz, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or Auction.com, 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 04/12/2024.

/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:

**Sandra Mendoza**

Printed Name:

C&M No. 44-24-01099

## Exhibit "A"

Being part of Lot No. Three (3), Block No. III, Range "E" in the City of Goliad, Goliad County, Texas, according to the established map of said City of record in the Office of County Clerk of said county, and the part herein conveyed being described by metes and bounds as follows:

**BEGINNING** at the Southwest corner of said Lot 3, Block III, Range "E", the southwest corner of this tract;

**THENCE** North a distance of 96.67 ft. with the common line of Lots 2 & 3, to a 5/8" steel stake, the Northwest corner of this tract;

**THENCE** East a distance of 96.67 ft. to a 5/8" steel stake, the Northeast corner of this tract;

**THENCE** South a distance of 56.67 ft. to a 5/8" steel stake;

**THENCE** West a distance of 2.00 ft. to a stake, an interior corner of this tract;

**THENCE** South a distance of 40 ft. to a stake in the South boundary of said Lot 3;

**THENCE** West with the south boundary of said Lot 3 a distance of 94.67 ft. to the PLACE OF BEGINNING.