

**Notice of Foreclosure Sale**

**FILED** SJ

May 5, 2021

2021 MAY -5 A 11: 23

Texas Home Equity Security Instrument (First Lien) ("Deed of Trust"):

*Dicki Cooley*  
COUNTY CLERK  
VICTORIA COUNTY, TEXAS

Dated: October 9, 2015

Grantor: Christopher R. Dickson and wife, Christy Parker

Trustee: Loretta Williams

Lender: Texas Dow Employees Credit Union

Recorded in: Filed of record under clerk's file number 201511647 of the real property records of Victoria County, Texas

Legal Description: **Being Lot Number Three (3), in Block Number Nineteen (19), of Woodlawn Subdivision, an addition to the City of Victoria, Victoria County, Texas, according to the established map and plat of said addition of record in Volume 1, Page 23 of the Plat Records of Victoria County, Texas.**

Property Address: 1805 E. Crestwood Dr., Victoria, TX 77901

Secures: Texas Home Equity Fixed/Adjustable Rate Note ("Note") in the original principal amount of \$52,000.00, executed by Christopher R. Dickson ("Borrower") and payable to the order of Lender

Property: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, and all rights and appurtenances thereto

Substitute Trustee: Jacquelyn D. McAnelly, M. H. Cersonsky, John Cortland Timm

Substitute Trustee's Address: 1770 St. James Place, Suite 150, Houston, Texas 77056

Foreclosure Sale:

Date: June 1, 2021

Time: The sale of the Property will be held between the hours of 10:00 a.m. and 4:00 p.m. local time; **the earliest time at which the Foreclosure Sale will begin is 10:00 a.m. and not later than three hours thereafter.**

Place: Victoria County Courthouse, 115 N. Bridge St., Victoria TX,

77901, area in front of east door of courthouse facing North Bridge Street.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

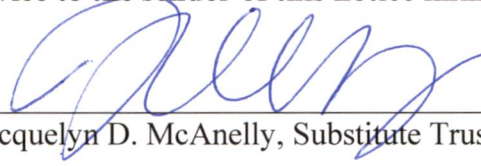
The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lender. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold **"AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust.** Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by 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.**



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Jacquelyn D. McAnelly, Substitute Trustee

Cause No.: 21-03-86930-B

|   |   |                               |
|---|---|-------------------------------|
| In Re: Order for Foreclosure Concerning     | § | IN THE DISTRICT COURT OF      |
| 1805 E. Crestwood Dr., Victoria, TX 77901.  | § |                               |
| Under Tex. R. Civ. P. 736                   | § |                               |
|   | § |                               |
| Petitioner:                                 | § | VICTORIA COUNTY, TEXAS        |
| Texas Dow Employees Credit Union            | § |                               |
|   | § |                               |
| Respondents:                                | § |                               |
| Christopher R. Dickson, Christy Parker, and | § | 135th JUDICIAL DISTRICT COURT |
| Occupant                                    |   |                               |

**DEFAULT JUDGMENT**

ON THIS DAY, CAME ON TO BE CONSIDERED Plaintiff Texas Dow Employees Credit Union's Motion for Default Judgment against Defendants Christopher R. Dickson, Christy Parker, and Occupant. Although Defendants, Christopher R. Dickson, Christy Parker, and Occupant, were cited to appear and answer herein, they have failed to file an answer within the time allowed by law. After considering the Motion for Default Judgment, the Response, if any, and the arguments of counsel, if any, the Court is of the opinion that Plaintiff Texas Dow Employees Credit Union's Motion for Default Judgment should be in all things GRANTED.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that Plaintiff Texas Dow Employees Credit Union has a lien against the Property in an amount equal to the pay-off of the Loan Agreement under Tex. Const, Art. § 50(a)(6).

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that Plaintiff Texas Dow Employees Credit Union is permitted to foreclose its lien created under TEX. CONST, art. §50(a)(6) in compliance with the Loan Agreement and Tex. Prop. Code § 51.002.

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that Plaintiff Texas Dow Employees Credit Union is authorized to enforce the home equity security agreement made the subject of this proceeding against the secured Property pursuant to: Tex. Const, Art. XVI §§

50(a)(6)(D); Tex. Bus. & Comm. Code § 3.301 or Tex. Prop. Code §§ 51.0001; Tex. Prop. Code § 51.002 *et seq.*

IT IS THEREFORE ORDERED, ADJUDGED, and DECREED that Defendants Christopher R. Dickson, Christy Parker, and Occupant will have no personal liability for the home equity debt and shall be divested of all right title in the Property securing the Loan Agreement upon foreclosure in accordance with Tex. Const, Art. XVI §§ 50(a)(6) and Tex. Prop. Code § 51.002 *et seq.*

IT IS FURTHER ORDERED, ADJUDGED, and DECREED that Plaintiff Texas Dow Employees Credit Union shall be entitled to a writ of possession against any Occupant of the Property if they fail or refuse to leave the Property after foreclosure or auction.

This is a Final Judgment that fully and finally disposes of all parties and all claims. All relief not expressly granted is denied.

SIGNED ON \_\_\_\_\_

2021  
Signed: 4/16/2021 10:52 AM

  
\_\_\_\_\_  
PRESIDING JUDGE