

C&S No. 44-18-2002 / Conventional / Yes / FILE NOS Ditech Financial LLC

NOTICE OF TRUSTEE'S SALE



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: Codins & Stawiarski, PC, 400 North Sam Houston Parkway East, Suite 900A, Houston, Texas 77060

Date of Security Instrument: September 26, 2007

Grantor(s): Joseph E Libretto, Kyoko Libretto

Original Trustee: Michael J. Broker

Original Mortgagee: Mortgage Electronic Registration Systems, Inc., as nominee for USAA Federal

Savings Bank, its successors and assigns

Recording Information: Clerk's File No. 573729 and re-recorded under Clerk's File No. 577930, in the

Official Public Records of SAN PATRICIO County, Texas.

Current Mortgagee: Ditech Financial LLC

Mortgage Servicer: Ditech Financial LLC, whose address is C/O 3000 Bayport Drive, Suite 880, Tampa,

FL 33607 Pursuant to a Servicing Agreement between the Mortgage Servicer and Mortgagee, the Mortgage Servicer is authorized to represent the Mortgagee. Pursuant to the Servicing Agreement and Section 51.0025 of the Texas Property Code, the Mortgage Servicer is authorized to collect the debt and to

administer any resulting foreclosure of the referenced property.

Legal Description:

LOT TWENTY (20), BLOCK THIRTEEN (13), BAY RIDGE SUBDIVISION UNIT 5, A SUBDIVISION OF THE CITY OF PORTLAND, SAN PATRICIO COUNTY, TEXAS, AS SHOWN BY THE MAP OR PLAT THEREOF, RECORDED IN ENVELOPE 1238 AND 1239, TUBE 23-3, MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS, TO WHICH REFERENCE IS HERE MADE FOR ALL PERTINENT PURPOSES.

Date of Sale: 02/05/2019 Earliest Time Sale Will Begin: 11:00 AM

APPOINTMENT OF SUBSTITUTE TRUSTEE

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, the undersigned hereby APPOINTS AND DESIGNATES Jim Rector, Denise Rector, Jo Woolsey, W.D. Larew, Frederick Britton, Kristopher Holub, Vicki Hammonds, Evan Press, Amy Bowman, Reid Ruple, Carol Evangelisti, Marcia Chapa, Martha Boeta, Arnold Mendoza, Leslye Evans, Thomas Delaney, Danya Gladney or Lisa Cockrell as Substitute Trustee

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. 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.



4681574

Place of Sale of Property: The foreclosure sale will be conducted in the area designated by the SAN PATRICIO County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where the foreclosure sales are to take place, or if no place is designated by the Commissioners Court, the sale will be conducted at the place where the Notice of Trustee's Sale was posted.

Executed on this the 10th day of January, 2019.

For Information:

"Auction.com 1 Mauchly Irvine, CA 92618 Annarose Harding, Attorney at Law

Codilis & Stawiarski, P.C.

400 N. Sam Houston Pkwy E, Suite 900A

Houston, TX 77060 (281) 925-5200

Posted and filed by:

Printed Name: Arnold Mendoza

C&S No. 44-18-2002 / Conventional / Yes

Ditech Financial LLC

NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

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please send written notice of the active duty military service to the sender of this notice immediately.

RECEIVED

1.	Date, 1	ime, and Place of Sale.	
	Date:	February 05, 2019	JAN 1 4 2019
	Time:	The sale will begin at 1:00PM or not later than three hours after that time.	GRACIE ALANIZ-GONZALES COUNTY CLERK
	Place	THE SOUTH ENTRANCE INSIDE BUILDING ON THE FIRST FLOOR OF THE COUNTY COURTHOUSE or as designated by the county commissioners.	
2.	Terms of	Sale. Cash.	

- 3. Instrument to be Foreclosed. The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated October 05, 1999 and recorded in Document CLERK'S FILE NO. 478344 real property records of SAN PATRICIO County, Texas, with
- 4. Obligations Secured. Deed of Trust or Contract Lien executed by EPIFANIO MORENO PEREZ JR, securing the payment of the indebtednesses in the original principal amount of \$30,900.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. TEXAS VETERANS LAND BOARD is the current mortgagee of the note and Deed of Trust or Contract Lien.
- 5. Property to Be Sold. The property to be sold is described in the attached Exhibit A.

EPIFANIO MORENO PEREZ JR, grantor(s) and NORWEST MORTGAGE, INC., mortgagee.

6. Mortgage Servicer Information. 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 lien securing the Property referenced above. WELLS FARGO BANK, N.A., as Mortgage Servicer, is representing the current mortgagee,

whose address is: c/o WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD FORT MILL, SC 29715 VICKI HAMMONDS, LEŚLYE EVANS, ARNOLD MENDOZA OR WILLIAM D. LAREW Substitute Trustee c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP 4004 Belt Line Road, Suite 100 Addison, Texas 75001 Certificate of Posting My name is , and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001.1 declare under penalty of perjury that on I filed at the office of the SAN PATRICIO County Clerk and caused to be posted at the SAN PATRICIO County courthouse this notice of sale. Declarants Name:



NOS00000006348635

00000006348635 SAN PATRICIO

EXHIBIT "A"

TRACT I:

LOT ONE (1), BLOCK ONE (1), LA PALOMA ADDITION, AN ADDITION OF THE CITY OF SINTON, SAN PATRICIO COUNTY, TEXAS, AS SHOWN BY THE MAP/PLAT THEREOF RECORDED IN VOLUME 3, PAGE 3-B, MAP RECORDS, SAN PATRICIO COUNTY, TEXAS.

TRACT II:

FIELD NOTES OF A 0.129 ACRE TRACT OF LAND, BEING THE SAME 0.129 ACRE TRACT OF LAND CONVEYED FROM PEOPLE'S LUMBER COMPANY TO GILBERTO PEREZ, ET UX, BY RELEASE OF MATERIALMAN'S LIEN DATED OCTOBER I, 1955, AND RECORDED IN CLERK'S FILE NO. 106154 OF THE REAL PROPERTY RECORDS OF SAN PATRICIO COUNTY, TEXAS;

SAID 0.129 ACRE TRACT IS OUT OF THE SOUTHWEST QUARTER OF SECTION 12 OF THE GEORGE H. PAUL SUBDIVISION OF THE COLEMEN FULTON PASTURE COMPANY LANDS AS SHOWN ON MAP RECORDED IN VOLUME 1, PAGE 27 OF THE MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS;

SAID 0.129 ACRE TRACT IS COMPRISED OF A PORTION OF THE W.B. BLANCHARD SURVEY, ABSTRACT 70, IS SITUATED IN SAN PATRICIO COUNTY, TEXAS, JUST SOUTH OF THE TOWN OF SINTON, AND IS DESCRIBED BY METES AN BOUNDS AS FOLLOWS:

BEGINNING AT A POINT IN THE EAST RIGHT-OF-WAY LINE OF F.M. HIGHWAY 2046, AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1 OF THE LA PALOMA ADDITION, AS SHOWN ON MAP RECORDED IN VOLUME 3, PAGE 3B OF THE MAP RECORDS OF SAN PATRICIO COUNTY TEXAS, AT THE SOUTHWEST CORNER OF SAID 0.129 ACRE TRACT, FOR THE SOUTHWEST CORNER OF THIS TRACT:

THENCE NORTH ALONG THE EAST RIGHT-OF-WAY LINE OF SAID F.M. HIGHWAY 2046, THE WEST LINE OF SAID 0.129 ACRE TRACT, AND THE WEST LINE OF THIS TRACT, A DISTANCE OF 75.00 FEET TO AN 1/2 INCH IRON ROD FOUND AT THE NORTHWEST CORNER OF SAID 0.129 ACRE TRACT, FOR THE NORTHWEST CORNER OF THIS TRACT;

THENCE EAST ALONG THE NORTH LINE OF SAID 0.129 ACRE TRACT AND THE NORTH LINE OF THIS TRACT, A DISTANCE OF 75.00 FEET TO AN 1/2 INCH IRON ROD SET FOR THE NORTHEAST CORNER OF SAID 0.129 ACRE TRACT AND THE NORTHEAST CORNER OF THIS TRACT;

THENCE SOUTH ALONG THE EAST LINE OF SAID 0.129 ACRE TRACT AND THE EAST LINE OF THIS TRACT, A DISTANCE OF 75.00 FEET TO AN 1/2 INCH IRON ROD FOUND IN THE NORTH LINE OF SAID LOT 1, BLOCK 1, AT THE SOUTHEAST CORNER OF SAID 0.129 ACRE TRACT, FOR THE SOUTHEAST CORNER OF THIS TRACT;

THENCE WEST ALONG THE NORTH LINE OF SAID LOT 1, BLOCK 1, THE SOUTH LINE OF SAID 0.129 ACRE TRACT, AND THE SOUTH LINE OF THIS TRACT, A DISTANCE OF 75.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.129 ACRES OF LAND, MORE OR LESS.

NOS00000006348635

NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

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1. D	ate, Tir	ne, and	l Place	of	Sale.
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Date: February 05, 2019

c/o PENNYMAC LOAN SERVICES, LLC

The sale will begin at 11:00AM or not later than three hours after that time.

JAN 1 4 2019

L. 38 P_M

RACIE ALANIZ-GONZALES

COUNTY CLERK

Place

Time:

THE SOUTH ENTRANCE INSIDE BUILDING ON THE FIRST FLOOR OF THE SAN PATRICIO

COUNTY COURTHOUSE or as designated by the county commissioners.

- 2. Terms of Sale. Cash.
- 3. Instrument to be Foreclosed. The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated July 05, 2013 and recorded in Document CLERK'S FILE NO. 629590; AS AFFECTED BY CLERK'S FILE NO. 668307 real property records of SAN PATRICIO County, Texas, with MICHAEL R LAWSON AND JESSICA LAWSON, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE, mortgagee.
- 4. Obligations Secured. Deed of Trust or Contract Lien executed by MICHAEL R LAWSON AND JESSICA LAWSON, securing the payment of the indebtednesses in the original principal amount of \$121,579.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. PENNYMAC LOAN SERVICES, LLC is the current mortgagee of the note and Deed of Trust or Contract Lien.
- 5. Property to Be Sold. The property to be sold is described in the attached Exhibit A.
- 6. Mortgage Servicer Information. 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 lien securing the Property referenced above. PENNYMAC LOAN SERVICES, LLC, as Mortgage Servicer, is representing the current mortgagee, whose address is:

NOS00000008030686

Declarants Name:

Date:

EXHIBIT "A"

LOTS EIGHT (8) AND NINE (9), BLOCK TWO (2), COMPTON AND COOPER ADDITION, AN ADDITION TO THE CITY OF ODEM, SAN PATRICIO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT RECORDED IN VOLUME 3, PAGE 14B, OF THE MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS.

NOS00000008030686

84403 NOTTS Total Pages: 12

NOTICE OF TRUSTEE FORECLOSURE SALE

Date:

January 11, 2019

Trustee:

Louis W. Williams

1414 - 4 0040

RECEIVED

Trustee's Address:

800 N. Shoreline Blvd., Suite 800 S

Corpus Christi, Texas 78401

JAN 1 1 2019

10'.15 A M GRACIE ALANIZ-GONZALES COUNTY CLERK

Deed of Trust:

Dated:

June 29, 2018

Grantor:

Gary D. Weide, Jr., spouse of Kelly Weide, dealing with separate property

Trustee:

Louis W. Williams, Attorney at Law

Beneficiary:

Linda Pearson

Recorded in:

Clerk File No. 680844 of the real property records of San Patricio County,

Texas

Secures:

Real Estate Lien Note ("Note") in the original principal amount of \$22,500.00, executed by Gary D. Weide, Jr. ("Borrower") and payable to the order of Linda Pearson ("Beneficiary" or "Lender") and all other

indebtedness of Borrowers to Lender.

Property:

2296 Fourth Street, Ingleside, Texas 78362, more particularly described as Lot 9, Block 11, Ingleside-College Heights Addition to the City of

Ingleside, San Patricio County, Texas

The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, including the real property described in

the attached Exhibit A, and all rights and appurtenances thereto

Foreclosure Sale:

Date:

February 5, 2019

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:

The sale will take place at the San Patricio County Courthouse, 400 W. Sinton Street, Sinton, Texas 78387, in the area designated by the commissioners' court of such county as the place where public sales of real property under a power of sale conferred by a valid lien are to take

place.



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 Linda Pearson'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 and Beneficiary, the owner and holder of the Note, has requested Louis W. Williams, Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Linda Pearson's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Linda Pearson'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, Louis W. Williams, Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Linda Pearson 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 and Beneficiary. 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, 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 Trustee.

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LOUIS W. WILLIAMS, Trustee

SUBSCRIBED AND SWORN TO BEFORE ME on this 11th day of January, 2019.

VICKIE SCHUETTE

ID# 381928-3 Notary Public STATE OF TEXAS My Comm. Exp. 03-11-2020 NOTARY PUBLIC IN AND FOR

THE STATE OF TEXAS

MY COMMISSION EXPIRES: 3-11-2020



680844 DT Total Pages: 9

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Deed of Trust

Basic Information

Date:

June 29, 2018

Grantor:

Gary Weide, Jr., spouse of Kelly Weide, dealing with separate property

Grantor's Mailing Address:

2296 Fourth Street Ingleside, Texas 78362

Trustee:

Louis W. Williams

Trustee's Mailing Address:

800 N. Shoreline Blvd., Suite 800 S Corpus Christi, TX 78401

Lender:

Linda Pearson

Lender's Mailing Address:

9916 Hillview Drive Pensacola, Florida 32514

Obligation

Note:

Date: June 19, 2018

Original principal amount: \$22,500.00

Borrower:

Gary Weide, Jr.

Lender:

Linda Pearson

Maturity date: April 1, 2022

Exhibti A



THE STATE OF TEXAS, COUNTY OF SAN PATRICIO I HEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE INSTRUMENT WHICH IS FILED FOR RECORD AT FILE NO. 884403, OF THE OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS. WITNESS MY HAND AND SEAL OF OFFICE THIS THE 11th DAY OF January 2019

CLERK, SAN PATRICIO COUNTY, TEXAS

Terms of Payment: Gary Weide, Jr. will pay Linda Pearson \$22,500.00 payable

at \$500.00 per month for 45 months.

Other Debt:

None.

Property (including any improvements):

A ½ undivided interest in 2296 Fourth Street, Ingleside, Texas 78362, more particular described as Lot 9, Block 11, Ingleside-College Heights Addition to the City of Ingleside, San Patricio County, Texas.

Prior Lien:

None.

Other Exceptions to Conveyance and Warranty:

None.

A. Granting Clause

For value received and to secure payment of the Obligation, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Obligation and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

B. Grantor's Obligations

B.1. Grantor agrees to maintain all property and liability insurance coverages with respect to the Property, revenues generated by the Property, and operations on the Property that Lender reasonably requires ("Required Insurance Coverages"), issued by insurers and written on policy forms acceptable to Lender, and as to property loss, that are payable to Lender under policies containing standard mortgage clauses, and deliver evidence of the Required Insurance Coverages in a form acceptable to Lender before execution of this deed of trust and again at least ten days before the expiration of the Required Insurance Coverages.

B.2 Grantor agrees to-

- keep the Property in good repair and condition;
- b. pay all taxes and assessments on the Property before delinquency, not authorize a taxing entity to transfer its tax lien on the Property to anyone

Exhibti A

THE STATE OF TEXAS, COUNTY OF SAN PATRICIO

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FOR RECORD AT FILE NO. 684403, OF THE OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS.
WITNESS MY HAND AND SEAL OF OFFICE THIS THE 11th DAY OF January 2019

GRACIE ALANIZ-GONZALES, COUNTY CLERK, SAN PATRICIO COUNTY, TEXAS

- other than Lender, and not request a deferral of the collection of taxes pursuant to section 33.06 of the Texas Tax Code;
- defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
- d. obey all laws, ordinances, and restrictive covenants applicable to the Property;
- e. keep any buildings occupied as required by the Required Insurance Coverages;
- f. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments; and
- notify Lender of any change of address.

C. Lender's Rights

- C.1. Lender or Lender's mortgage servicer may appoint in writing one or more substitute trustees, succeeding to all rights and responsibilities of Trustee.
- C.2. If the proceeds of the Obligation are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.
- C.3. Lender may apply any proceeds received under the property insurance policies covering the Property either to reduce the Obligation or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible. Lender will make the property insurance proceeds available to Grantor for repairs.
- C.4. Notwithstanding the terms of the Note to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor with respect to the Obligation or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender with respect to the Obligation, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.
- C.5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid, including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.
 - C.6. COLLATERAL PROTECTION INSURANCE NOTICE

Exhibti A



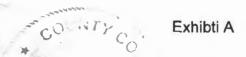
GRACIE ALANIZ SONZALES, COUNTY CLERK, SAN PATRICIO COUNTY, TEXAS

In accordance with the provisions of Section 307.052(a) of the Texas Finance Code, the Beneficiary hereby notifies the Grantor as follows:

- (A) the Grantor is required to:
 - keep the collateral insured against damage in the amount the Lender specifies;
 - (ii) purchase the insurance from an insurer that is authorized to do business in the state of Texas or an eligible surplus lines insurer; and
 - (iii) name the Lender as the persons to be paid under the policy in the event of a loss;
- (B) the Grantor must, if required by the Lender, deliver to the Lender a copy of the policy and proof of the payment of premiums; and
- (C) if the Grantor fails to meet any requirement listed in Paragraph (A) or (B), the Lender may obtain collateral protection insurance on behalf of the Grantor at the Grantor's expense.
- C.7. If a default exists in payment of the Obligation or performance of Grantor obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may-
 - declare the unpaid principal balance and earned interest on the Obligation immediately due;
 - b. exercise Lender's rights with respect to rent under the Texas Property Code as then in effect;
 - direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and
 - d. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Obligation.
- C.8. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

D. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will-



GRACIE ALANIZ-GONZALES, COUNTY CLERK, SAN PATRICIO COUNTY, TEXAS

- D.1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;
- D.2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;
 - D.3. from the proceeds of the sale, pay, in this order
 - a. expenses of foreclosure, including a reasonable commission to Trustee;
 - to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
 - c. any amounts required by law to be paid before payment to Grantor; and
 - d. to Grantor, any balance; and
- D.4. be indemnified, held harmless, and defended by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

E. General Provisions

- E.1. Grantor agrees to execute, acknowledge, and deliver to Lender any document requested by Lender, at Lender's request from time to time, to (a) correct any defect, error, omission, or ambiguity in this deed of trust or in any other document executed in connection with the Note or this deed of trust; (b) comply with Grantor's obligations under this deed of trust and other documents; (c) subject to and perfect the liens and security interests of this deed of trust and other documents any property intended to be covered thereby; and (d) protect, perfect, or preserve the liens and the security interests of this deed of trust and other documents against third persons or make any recordings, file any notices, or obtain any consents requested by Lender in connection therewith. Grantor agrees to pay all costs of the foregoing.
- E.2. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor does not, Grantor will be a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
 - E.3. Recitals in any trustee's deed conveying the Property will be presumed to be true.
- E.4. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

Exhibti A

THE STATE OF TEXAS, COUNTY OF SAN PATRICIO

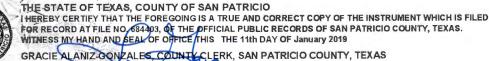
THE EBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRE CT COPY OF THE INSTRUMENT WHICH IS FILED
FOR RECORD AT FILE NO. 584403, OF THE OFFICIAL PUBLIC RECCARDS OF SAN PATRICIO COUNTY, TEXAS.

WITNESS MY HAND AND SEAL OF OFFICE THIS THE 11th DAY OF January 2019

GRACIE ALANIZ-GONZALES, COUNTY CLERK, SAN PATRICIO COUNTY, TEXAS

- E.5. This lien will remain superior to liens later created even if the time of payment of all or part of the Obligation is extended or part of the Property is released.
- E.6. If any portion of the Obligation cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.
- E.7. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Obligation. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.
- E.8. Grantor collaterally assigns to Lender all present and future rent from the Property and its proceeds. Grantor warrants the validity and enforceability of the assignment. Grantor will apply all rent to payment of the Obligation and performance of this deed of trust, but if the rent exceeds the amount due with respect to the Obligation and the deed of trust, Grantor may retain the excess. If a default exists in payment of the Obligation or performance of this deed of trust, Lender may exercise Lender's rights with respect to rent under the Texas Property Code as then in effect. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent collected under this paragraph as required by the Texas Property Code as then in effect. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies.
- E.9. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.
- E.10. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.
 - E.11. When the context requires, singular nouns and pronouns include the plural.
- *E.12.* The term *Note* includes all extensions, modifications, and renewals of the Note and all amounts secured by this deed of trust.

Exhibti A



BY DEPUTY:

- E.13. Grantor will deposit with Lender or other holder of the Note, in addition to the principal and interest installments, a pro rata part of the estimated annual ad valorem taxes on the Property and a pro rata part of the estimated annual insurance premiums for the improvements on the Property. These tax and insurance deposits are only estimates and may be insufficient to pay total taxes and insurance premiums. Grantor must pay any deficiency within thirty days after notice from Lender or other holder of the Note. Grantor's failure to pay the deficiency will constitute a default under the Deed Trust. If any superior lienholder on the Property is collecting escrow payments for taxes and insurance, this paragraph will be inoperative as long as payments are being made to the superior lienholder.
- E.14. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.
- E.15. GRANTOR MAY FURNISH ANY INSURANCE REQUIRED BY THIS DEED OF TRUST EITHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTOR OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS.
- E.16. If Grantor transfers any part of the Property without Lender's prior written consent, Lender may declare the Obligation immediately payable and invoke any remedies provided in this deed of trust for default. If the Property is residential real property containing fewer than five dwelling units or a residential manufactured home, this provision does not apply to (a) a subordinate lien or encumbrance that does not transfer rights of occupancy of the Property; (b) creation of a purchase-money security interest for household appliances; (c) transfer by devise, descent, or operation of law on the death of a co-Grantor; (d) grant of a leasehold interest of three years or less without an option to purchase; (e) transfer to a spouse or children of Grantor or between co-Grantors; (f) transfer to a relative of Grantor on Grantor's death; (g) a transfer resulting from a decree of a dissolution of marriage, a legal separation agreement, or an incidental property settlement agreement by which the spouse of Grantor becomes an owner of the Property; or (h) transfer to an inter vivos trust in which Grantor is and remains a beneficiary and occupant of the Property.
- E.17. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.
- E.18. If Grantor and Borrower are not the same person, the term Grantor includes Borrower.
- E.19. Grantor and each surety, endorser, and guarantor of the Obligation waive, to the extent permitted by law, all (a) demand for payment, (b) presentation for payment, (c) notice of intention to accelerate maturity, (d) notice of acceleration of maturity, (e) protest, (f) notice of protest and (g) rights under sections 51.003, 51.004, and 51.005 of the Texas Property Code.
- E.20. Grantor will have full recourse liability for repayment of the principal and interest of the Note and the performance of all covenants and agreements of Grantor in this Deed of Trust.

Exhibti A



- E.21. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if an attorney is retained for its enforcement.
- E.22. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or enforceability of any other provision will not be affected.
 - E.23. The term Lender includes any mortgage servicer for Lender.
- E.24. Grantor hereby grants Lender a right of first refusal with respect to Grantor's power to authorize any third party (other than Lender pursuant to its rights as set forth in this instrument) to pay ad valorem taxes on the Property and authorize a taxing entity to transfer its tax lien on the Property to that third party. Grantor's authorization to any third party (other than Lender) to pay the ad valorem taxes and receive transfer of a taxing entity's lien for ad valorem taxes shall be null and void and of no force and effect unless Lender, within ten days after receiving written notice from Grantor, fails to pay the ad valorem taxes pursuant to Lender's rights as set forth in this instrument.
- E.25. Grantor represents that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is in payment of the purchase price of the Property; the debt is secured both by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed of even date given by Linda Pearson to Gary Weide, Jr. This deed of trust does not waive the vendor's lien, and the two liens and the rights created by this deed of trust are cumulative. Lender may elect to foreclose either of the liens without waiving the other or may foreclose both.

CART WELDE, JR. (n

STATE OF TEXAS

00000

COUNTY OF SAN PATRICIO

This instrument was acknowledged before me on Quy. 9 , 2018, Gary Weide, Jr..

KATHLEEN ELLEN HENDERSON Notary Public, State of Texas Comm. Expires 11-07-2021 Notary ID 131343223 Exhibti A



THE STATE OF TEXAS, COUNTY OF SAN PATRICIO
THEREBY CERTIFY THAT THE FOREGOING IS A TRUE AND CORRECT COPY OF THE INSTRUMENT WHICH IS FILED
FOR RECORD AT FILE NO. 684403, OF THE OFFICIAL PUBLIC RECORDS OF SAN PATRICIO COUNTY, TEXAS.
WITNESS MY HAND AND SEAL OF OFFICE THIS THE 11th DAY OF January 2019

GRACIE ALANIZ GONZALES, COUNTY CLERK, SAN PATRICIO COUNTY, TEXAS

PREPARED IN THE OFFICE OF:

PORTER ROGERS DAHLMAN & GORDON 800 N. Shoreline Blvd., Suite 800 S Corpus Christi, Texas 78401 Tel: (361) 880-5808 Fax: (361) 880-5844

AFTER RECORDING RETURN TO:

Louis W. Williams PORTER ROGERS DAHLMAN & GORDON 800 N. Shoreline Blvd., Suite 800 S Corpus Christi, Texas 78401 Tel: (361) 880-5808 Fax: (361) 880-5844

> FILED AND RECORDED OFFICIAL PUBLIC RECORDS

Gracie Alaniz-Gonzales
County Clerk
San Patricio County, Texas
08/30/2018 10:23 AM
Fee: \$58.00 680844

FILED AND RECORDED OFFICIAL PUBLIC RECORDS

Gracie Alaniz-Gonzales County Clerk
In Patricio County, Texas
01/11/2019 10:23 AM
Fee: \$70.00
403 NOTTS

684403

Exhibti A





NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

JAN 1 0 2019 12:39PM GRACIE ALANIZ-GONZALES COUNTY CLERK

DEED OF TRUST INFORMATION:

Date: 05/30/2017

DANIEL D. VILLARREAL AND JUANITA VILLARREAL, HUSBAND AND WIFE Grantor(s): Original Mortgagee:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR EVERETT FINANCIAL, INC. D/B/A SUPREME LENDING, ITS SUCCESSORS

AND ASSIGNS

Original Principal:

\$58,913.00

Recording Information:

Instrument 667278

Property County:

San Patricio

Property:

LOT TWO (2), BLOCK SIX (6), MIMOSA VILLAGE, AN ADDITION TO THE CITY OF MATHIS IN SAN PATRICIO COUNTY, TEXAS, AS SHOWN BY MAP OR PLAT OF SAME OF RECORD IN VOLUME 4, PAGE 71 OF THE MAP RECORDS OF SAN

PATRICIO COUNTY, TEXAS. 417 REDWOOD DR, MATHIS, TX 78368 **Reported Address:**

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: Mortgage Servicer:

Freedom Mortgage Corporation Freedom Mortgage Corporation Freedom Mortgage Corporation

Current Beneficiary: Mortgage Servicer Address: 907 Mt. Pleasant Valley, Mt. Laurel, NJ 08054

SALE INFORMATION:

Date of Sale:

Tuesday, the 5th day of March, 2019

Time of Sale: Place of Sale:

1:00PM or within three hours thereafter. ON THE FIRST FLOOR OF THE COURTHOUSE AT THE SOUTH ENTRANCE

BETWEEN THE GLASS DOORS IN THE VESTIBULE in San Patricio County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the

San Patricio County Commissioner's Court.

Substitute Trustee(s):

Jim Rector, Denise Rector, Jo Woolsey, W.D. Larew, Vicki Hammonds, Leslye Evans, Arnold

Mendoza, Michael Burns, Elizabeth Hayes, Sammy Hooda, or Suzanne Suarez, any to act

Substitute Trustee Address: 14841 Dallas Parkway, Suite 425, Dallas, TX 75254

WHEREAS, the above-named Grantor previously conveyed the above described property in trust to secure payment

of the Note set forth in the above-described Deed of Trust; and WHEREAS, a default under the Note and Deed of Trust was declared; such default was reported to not have been

cured; and all sums secured by such Deed of Trust were declared to be immediately due and payable; and WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Jim Rector,

Denise Rector, Jo Woolsey, W.D. Larew, Vicki Hammonds, Leslye Evans, Arnold Mendoza, Michael Burns, Elizabeth Hayes, Sammy Hooda, or Suzanne Suarez, any to act, have been appointed as Substitute Trustees and requested to sell the Property to satisfy the indebtedness; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

fall Half

- 1. The maturity of the Note has been accelerated and all sums secured by the Deed of Trust have been declared to be immediately due and payable.
- 2. Jim Rector, Denise Rector, Jo Woolsey, W.D. Larew, Vicki Hammonds, Leslye Evans, Arnold Mendoza, Michael Burns, Elizabeth Hayes, Sammy Hooda, or Suzanne Suarez, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
- 3. This sale shall be subject to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien of the Deed of Trust.
- 4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's own risk" and "at his peril", and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interests of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.

Very truly yours,

Bonial & Associates, P.C.

9652-0115 PG₁ **POSTPKG** 2147022648



JAN 1 0 2019

12:39 PM GRACIE ALANIZ-GONZALES COUNTY CLERK

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date: 09/07/2016

ESIOUIO G. HERNANDEZ AND DIANA C. HERNANDEZ HUSBAND AND WIFE Grantor(s):

Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE

FOR ENVOY MORTGAGE, LTD, ITS SUCCESSORS AND ASSIGNS

Original Principal: \$255,000.00 Recording Information: Instrument 660032

Property County: San Patricio

Property:

LOT TWENTY-EIGHT (28), BLOCK FIVE (5), BAY LANDING SUBDIVISION UNIT 1, A SUBDIVISION IN THE CITY OF PORTLAND, SAN PATRICIO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN ENVELOPE 1615-1616, TUBE

34-1, OF THE MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS.

Reported Address: 2014 CHESAPEAKE BAY DRIVE, PORTLAND, TX 78374

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: Wells Fargo Bank, N.A. Mortgage Servicer: Current Beneficiary: Wells Fargo Bank, N. A. Wells Fargo Bank, N.A.

Mortgage Servicer Address: 3476 Stateview Boulevard, Fort Mill, SC 29715

SALE INFORMATION:

Tuesday, the 5th day of February, 2019 Time of Sale: 1:00PM or within three hours thereafter.

ON THE FIRST FLOOR OF THE COURTHOUSE AT THE SOUTH ENTRANCE Place of Sale:

BETWEEN THE GLASS DOORS IN THE VESTIBULE in San Patricio County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the San Patricio County Commissioner's Court.

Substitute Trustee(s):

Jim Rector, Denise Rector, Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Jodi Steen, Jamie Steen, Susan Sandoval, Leslye Evans, Vicki Hammonds, Alexis Mendoza, Michael Burns, Elizabeth Hayes, Sammy Hooda, or Suzanne Suarez, any to act

Substitute Trustee Address: 14841 Dallas Parkway, Suite 425, Dallas, TX 75254

WHEREAS, the above-named Grantor previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared; such default was reported to not have been cured; and all sums secured by such Deed of Trust were declared to be immediately due and payable; and

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Jim Rector, Denise Rector, Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Jodi Steen, Jamie Steen, Susan Sandoval, Leslye Evans, Vicki Hammonds, Alexis Mendoza, Michael Burns, Elizabeth Hayes, Sammy Hooda, or Suzanne Suarez, any to act,

have been appointed as Substitute Trustees and requested to sell the Property to satisfy the indebtedness; and WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current

Mortgagee, Mortgage Servicer and Substitute Trustees;
NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note has been accelerated and all sums secured by the Deed of Trust have been declared to be immediately due and payable.

- Jim Rector, Denise Rector, Jo Woolsey, Bob Frisch, Arnold Mendoza, Sandra Mendoza, Jodi Steen, Jamie Steen, Susan Sandoval, Leslye Evans, Vicki Hammonds, Alexis Mendoza, Michael Burns, Elizabeth Hayes, Sammy Hooda, or Suzanne Suarez, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
- 3. This sale shall be subject to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien of the Deed of Trust.
- 4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's own risk" and "at his peril", and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interests of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.

Very truly yours,

Bonial & Associates, P.C.

Ault Maje

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

RECEIVED

JAN - 3 2019

12:400 M

Matter No.: 076642-TX

Date: December 28, 2018

County where Real Property is Located: San Patricio

ORIGINAL MORTGAGOR: JOSEPH CAMPOS GARCIA AND BRENDA GARCIA, HUSBAND AND

WIFE

ORIGINAL MORTGAGEE: Veterans Land Board of the State of Texas

CURRENT MORTGAGEE: NexBank, SSB

MORTGAGE SERVICER: NexBank, SSB

DEED OF TRUST DATED 7/28/2014, RECORDING INFORMATION: Recorded on 7/29/2014, as Instrument No. 639391

SUBJECT REAL PROPERTY (LEGAL DESCRIPTION): 10.60 ACRES OF LAND BEING LOT THIRTY (30), EAST LAKE RANCH TRACTS, SAN PATRICIO COUNTY TEXAS, ACCORDING TO MAP OR PLAT RECORDED IN ENVELOPE A-219, TUBE 30-4 OF THE MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on 2/5/2019, the foreclosure sale will be conducted in San Patricio County in the area designated by the Commissioners Court, pursuant to Section 51.002 of the Texas Property Code as the place where the foreclosure sales are to take place. If no place is designated by the Commissioners Court, sale will be conducted at the place where the Notice of Trustee's Sale was posted. The trustee's sale will be conducted no earlier than 1:00 PM, or not later than three (3) hours after that time, by one of the Substitute Trustees who will sell, to the highest bidder for cash, subject to the unpaid balance due and owing on any lien indebtedness superior to the Deed of Trust.

NexBank, SSB is acting as the Mortgage Servicer for NexBank, SSB who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. NexBank, SSB, as Mortgage Servicer, is representing the Mortgagee, whose address is:

NexBank, SSB 1 Corporate Drive Suite 360, Lake Zurich IL 60047

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.

Page 1 of 2



AP VOS: 12072016

Matter No.: 076642-TX

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.

By: Substitute Trustee
ARNOLD MENDOZA, SANDRA MENDOZA, ALEXIS
MENDOZA, SUSANA SANDOVAL, PAUL A. HOEFKER,
ROBERT L. NEGRIN

Return to:

ALDRIDGE PITE, LLP 4375 JUTLAND DR., SUITE 200 P.O. BOX 17935 SAN DIEGO, CA 92177-0935 FAX #: 619-590-1385 866-931-0036

Notice of Trustee's Sale

Date: December 21, 2018

Lee J. Schmitt

Mortgagee: Nextlots Now LLC, a Texas Limited Liability Company

Note: September 20, 2018, Principal Amount \$ 18,400.00

Deed of Trust

Trustee:

Date: September 20, 2018

Grantor: Jody Acosta

Mortgagee: Nextlots Now LLC, a Texas Limited Liability Company

Recording information: Deed of Trust and Promissory Note

Property: 0.177 Acre, More Or Less, Out Of Lot 4, Block E, Geo. H. Paul Subdivision, San Patricio County, Texas, As Described In Deed Dated February 8, 1954, From Guillerma Castillo To Felipe T. Castillo, In Volume 187, Page 89, Deed Records Of San Patricio County, Texas. (Acct. No. 1314-0500-0004-007) (Address: 106 W. Fifth St Sinton, San Patricio County, Texas 78387)

County: San Patricio County

Trustee's/Substitute Trustee's Name: Lee J. Schmitt

Trustee's/Substitute Trustee's Address: P.O. Box 865, Lancaster, Texas 75146

Date of Sale (first Tuesday of month): February 4, 2019

Time of Sale: 10:00 am

Place of Sale: San Patricio County Courthouse

Lee J. Schmitt is Trustee under the Deed of Trust/ Nextlots Now LLC, a Texas Limited Liability Company has appointed Lee J. Schmitt as Trustee under the Deed of Trust. Mortgagee has instructed Trustee to offer the Property for sale toward the satisfaction of the Note.

Notice is given that on the February 4, 2019, Trustee will offer the Property for sale at public auction at the San Patricio County Courthouse, Sinton, Texas, to the highest bidder for cash, "AS IS." THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE FOR THE PERSONAL PROPERTY IN THIS DISPOSITION. The earliest time the sale will occur is the 10:00 AM, and sale will be

conducted no later than three hours thereafter.

Lee J. Schmitt, Trustee

December 21, 2018

RECEIVED

DEC 28 2018

COUNTY CLERK

NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

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.

1.	Date,	Time,	and	Place	of	Sale.

Date:

February 05, 2019

Time:

The sale will begin at 1:00PM or not later than three hours after that time.

Place

THE SOUTH ENTRANCE INSIDE BUILDING ON THE FIRST FLOOR OF THE SAN PATRICIO

COUNTY COURTHOUSE or as designated by the county commissioners.

Terms of Sale. Cash.

c/o LOANCARE, LLC

Declarants Name:

Date:

- 3. Instrument to be Foreclosed. The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated October 28, 2013 and recorded in Document CLERK'S FILE NO. 632500 real property records of SAN PATRICIO County, Texas, with LAURENCE ALLAN JENSEN AND GLENDA GREEN, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE FOR, mortgagee.
- 4. Obligations Secured. Deed of Trust or Contract Lien executed by LAURENCE ALLAN JENSEN AND GLENDA GREEN, securing the payment of the indebtednesses in the original principal amount of \$416,350.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. LAKEVIEW LOAN SERVICING LLC is the current mortgagee of the note and Deed of Trust or Contract Lien.
- 5. Property to Be Sold. The property to be sold is described in the attached Exhibit A.
- 6. Mortgage Servicer Information. 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 lien securing the Property referenced above. LOANCARE, LLC, as Mortgage Servicer, is representing the current mortgagee, whose address

RECEIVED 3637 SENTARA WAY **VIRGINIA BEACH, VA 23452 GRACIE ALANIZ-GONZALES** VICKI HAMMONDS, LESLYE EVANS, ARNOLD MENDOZA OR WILLIAM D. LAREW COUNTY CLERK c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP 4004 Belt Line Road, Suite 100 Addison, Texas 75001 Certificate of Posting , and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001. I My name is I filed at the office of the SAN PATRICIO County Clerk and caused to be posted declare under penalty of perjury that on at the SAN PATRICIO County courthouse this notice of sale.

EXHIBIT "A"

LOTS ONE (1) AND TWO (2), WINDWARD ESTATES, CITY OF ARANSAS PASS, SAN PATRICIO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN ENVELOPE A195-A196, TUBE 29-5, MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS



CITIMORTGAGE, INC. (CMI) WILLIAMSON, WILLIAM HOWARD 1603 CHEYENNE STREET, PORTLAND, TX 78374 FHA 514-0149378-703 Firm File Number: 18-031711

DEC 27 2018

GRACIE ALANIZ-GONZALES COUNTY CLERK

NOTICE OF TRUSTEE'S SALE

WHEREAS, on November 15, 2013, WILLIAM HOWARD WILLIAMSON, A SINGLE MAN, as Grantor(s), executed a Deed of Trust conveying to VERDUGO TRUSTEE SERVICE CORPORATION, as Trustee, the Real Estate hereinafter described, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE FOR CITIBANK, N.A. in payment of a debt therein described. The Deed of Trust was filed in the real property records of SAN PATRICIO COUNTY, TX and is recorded under Clerk's File/Instrument Number 633086, to which reference is herein made for all purposes.

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness;

WHEREAS, the undersigned has been appointed Substitute Trustee in the place of said original Trustee, upon contingency and in the manner authorized by said Deed of Trust; and

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, February 5, 2019 between ten o'clock AM and four o'clock PM and beginning not earlier than 1:00 PM or not later than three hours thereafter, I will sell said Real Estate in the area designated by the Commissioners Court, of San Patricio county, pursuant to Section §51.002 of the Texas Property Code as amended; if no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this Notice of Trustee's Sale was posted.

Said Real Estate is described as follows: In the County of San Patricio, State of Texas:

LOT FOURTEEN (14), BLOCK SIX (6), CENTURY TERRACE UNIT-4, AN ADDITION TO THE CITY OF PORTLAND, SAN PATRICIO COUNTY, TEXAS, ACCORDING TO MAP OR PLAT RECORDED IN VOLUME 12, PAGES 11-13, OF THE MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS.

Property Address:

1603 CHEYENNE STREET

PORTLAND, TX 78374

Mortgage Servicer:

Noteholder:

CITIMORTGAGE, INC.

CITIMORTGAGE, INC.

1000 TECHNOLOGY DRIVE

O'FALLON, MISSOURI 63368-2240

The Mortgage Servicer is authorized to represent the Noteholder by virtue of a servicing agreement with the Noteholder. 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 form.

SUBSTITUTE TRUSTE

Evan Press, Amy Bowman, Reid Ruple Carol Evangelisti, Marcia Chapa, Martha Boeta, Frederick Britton, Kristopher Holub, Jim Rector, Denise Rector, Jo Woolsey, W.D. Larew, Leslye Evans, Arnold Mendoza, Bob Frisch, Sandra Mendoza, Jamie Steen, Jodi Steen, Susan Sandoval or Alexis Mendoza

c/o Shapiro Schwartz, LLP 13105 Northwest Freeway, Suite 1200

Houston, TX 77040

(713)462-2565

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 military service to the sender of this notice immediately.



DEC 20 2018

GRACIE ALAMZ-GONZALES
COUNTY CLERK

18-021272

3013 Westlake Drive, Ingleside, TX 78362

NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

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.

1. Date, Time, and Place of Sale.

Date:

02/05/2019

Time:

Between 11am-2pm and beginning not earlier than 11am-2pm or not later than three

hours thereafter.

Place:

The area designated by the Commissioners Court of San Patricio County, pursuant to

§51.002 of the Texas Property Code as amended: if no area is designated by the

Commissioners' Court, the sale will be conducted in the area immediately adjacent (next)

to the location where this Notice of Trustee's Sale was posted.

2. Terms of Sale. Highest bidder for cash.

- 3. Instrument to be Foreclosed. The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated 05/18/2012 and recorded in the real property records of San Patricio County, TX and is recorded under Clerk's File/Instrument Number 617934, with Joseph Wayne Poore and Melissa Anne Poore (grantor(s)) and Mortgage Electronic Registration Systems, Inc., as nominee for PrimeLending, a Plainscapital Company mortgagee to which reference is herein made for all purposes.
- 4. Obligations Secured. Deed of Trust or Contract Lien executed by Joseph Wayne Poore and Melissa Anne Poore, securing the payment of the indebtedness in the original amount of \$95,445.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. Wells Fargo Bank, NA is the current mortgagee of the note and Deed of Trust or Contract Lien.
- 5. **Property to be Sold.** LOT FOURTEEN A (14A), BLOCK ONE (1), WESTLAKE SUBDIVISION UNIT IV, A SUBDIVISION TO THE CITY OF INGLESIDE IN SAN PATRICIO COUNTY, TEXAS, AS SHOWN BY MAP OR PLAT OF SAME OF RECORD IN ENVELOPE A-182, TUBE 23-1, MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS.

4679441

6. Mortgage Servicer Information. 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 §51.002, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. Wells Fargo Bank, NA, as Mortgage Servicer, is representing the current Mortgagee whose address is:

Wells Fargo Home Mortgage 3476 Stateview Blvd. Fort Mill, SC 29715

SUBSTITUTE TRUSTEE
Jim Rector, Denise Rector, Jo Woolsey, W.D. Larew,
Vicki Hammonds, Leslye Evans, Arnold Mendoza
whose address is 1320 Greenway Drive, Suite 300,
Irving, TX 75038 OR Jim Rector, Denise Rector, Jo.
Woolsey, Bob Frisch, Leslye Evans, Arnold
Mendoza, Sandra Mendoza, Marcia Chapa, Martha
Boeta, Jim Rector, Barbara Sandoval, Stacey,
Benjamin Griesinger whose address is 1 Mauchly,
Irvine, CA 92618

STATE OF TEXAS
COUNTY OF NUECES

CERTIFICATE OF POSTING

My name is	_, and my address is 1320 Greenway Drive, Suite 300, Irving, TX
75038. I declare under penalty of perjury that	on I filed at the office of
the San Patricio County Clerk and caused to be	e posted at the San Patricio County courthouse this notice of sale.
	-
Declarants Name:	



DEC 20 2018

NOTICE OF FORECLOSURE SALE

GRACIE ALANIZ-GONZALES
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 OR 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.

- 1. Property to Be Sold. The property to be sold is described as follows: ALL OF THE LOT NO. TWO (2), BLOCK NO. SIX (6), CENTURY TERRACE, UNIT NO. 4, A SUBDIVISION OF THE CITY OF PORTLAND, SAN PATRICIO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 12, PAGES 11-13, OF THE OFFICIAL MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS.
- 2. Instrument to be Foreclosed. The instrument to be foreclosed is the Deed of Trust dated 08/22/2006 and recorded in Document 560495 real property records of San Patricio County, Texas.
- 3. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date:

02/05/2019

Time:

01:00 PM

Place:

San Patricio County Courthouse, Texas at the following location: FIRST FLOOR OF THE COURTHOUSE AT THE SOUTH ENTRANCE BETWEEN THE GLASS DOORS IN THE VESTIBULE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or as

designated by the County Commissioners Court.

- 4. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash. 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.
- 5. Obligations Secured. The Deed of Trust executed by BELINDA H. GUTIERREZ AND SALVADOR V. GUTIERREZ, provides that it secures the payment of the indebtedness in the original principal amount of \$87,200.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR OPTION ONE MORTGAGE LOAN TRUST 2007-CP1, ASSET-BACKED CERTIFICATES, SERIES 2007-CP1 is the current mortgagee of the note and deed of trust and OCWEN LOAN SERVICING, LLC is mortgage servicer. A servicing agreement between the mortgagee, whose address is WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR OPTION ONE MORTGAGE LOAN TRUST 2007-CP1, ASSET-BACKED CERTIFICATES, SERIES 2007-CP1 c/o OCWEN LOAN SERVICING, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.
- 6. Order to Foreclose. WELLS FARGO BANK, NATIONAL ASSOCIATION AS TRUSTEE FOR OPTION ONE MORTGAGE LOAN TRUST 2007-CP1, ASSET-BACKED CERTIFICATES, SERIES 2007-CP1 obtained a Order from the 156th District Court of San Patricio County on 10/16/2018 under Cause No. S-18-5641CV-B. The mortgagee has requested a Substitute Trustee conduct this sale pursuant to the Court's Order.
- 7. Substitute Trustee(s) Appointed to Conduct Sale. In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint VICKI HAMMONDS, LESLYE EVANS, ARNOLD MENDOZA OR W.D. LAREW, Substitute Trustee to act under and by virtue of said Deed of Trust.

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.

Mackie Wolf Zientz & Mann, P.C.
Brandon Wolf, Attorney at Law
L. Keller Mackie, Attorney at Law
Lori Liane Long, Attorney at Law
Chelsea Schneider, Attorney at Law
Ester Gonzales, Attorney at Law
Parkway Office Center, Suite 900
14160 North Dallas Parkway
Dallas, TX 75254

VICKI HAMMONDS, LESLYZ EVANS, ARNOLD MENDOZA OR W.D. LAREW

c/o AVT Title Services, LLC 1101 Ridge Rd. Suite 222 Rockwall, TX 75087

Certificate of Posting

I am _____ whose address is c/o AVT Title Services, LLC, 1101 Ridge Rd., Suite 222, Rockwall, TX 75087. I declare under penalty of perjury that on _____ I filed this Notice of Foreclosure Sale at the office of the San Patricio County Clerk and caused it to be posted at the location directed by the San Patricio County Commissioners Court.



DEC 20 2018

NOTICE OF FORECLOSURE SALE

GRACIE ALANIZ-GONZALES

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 OR 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.

- 1. Property to Be Sold. The property to be sold is described as follows: THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF TEXAS, COUNTY OF SAN PATRICIO, DESCRIBED AS FOLLOWS:

 LOTS SIXTY-EIGHT (68), SIXTY-NINE (69) AND SEVENTY (70), DODD SUBDIVISION, AN ADDITION IN THE CITY OF SINTON, SAN PATRICIO COUNTY, TEXAS AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN VOLUME 4, PAGE 62, MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS.
- 2. Instrument to be Foreclosed. The instrument to be foreclosed is the Deed of Trust dated 08/17/2015 and recorded in Document 649948 real property records of San Patricio County, Texas.
- 3. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date:

02/05/2019

Time:

01:00 PM

Place:

San Patricio County Courthouse, Texas at the following location: FIRST FLOOR OF THE COURTHOUSE AT THE SOUTH ENTRANCE BETWEEN THE GLASS DOORS IN THE VESTIBULE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or as

designated by the County Commissioners Court.

- 4. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash. 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.
- 5. Obligations Secured. The Deed of Trust executed by EDUARDO T. MORENO, provides that it secures the payment of the indebtedness in the original principal amount of \$114,000.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. REVERSE MORTGAGE SOLUTIONS, INC. is the current mortgagee of the note and deed of trust and REVERSE MORTGAGE SOLUTIONS, INC. is mortgage servicer. A servicing agreement between the mortgagee, whose address is REVERSE MORTGAGE SOLUTIONS, INC. c/o REVERSE MORTGAGE SOLUTIONS, INC., 14405 Walters Road, Suite 200, Houston, TX 77014 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.
- 6. Substitute Trustee(s) Appointed to Conduct Sale. In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint VICKI HAMMONDS, LESLYE EVANS, ARNOLD MENDOZA OR W.D. LAREW, Substitute Trustee to act under and by virtue of said Deed of Trust.

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.

Mackie Wolf Zientz & Mann, P.C.
Brandon Wolf, Attorney at Law
L. Keller Mackie, Attorney at Law
Lori Liane Long, Attorney at Law
Chelsea Schneider, Attorney at Law
Ester Gonzales, Attorney at Law
Parkway Office Center, Suite 900
14160 North Dallas Parkway
Dallas, TX 75254

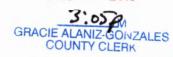
VICKI HAMMONDS, LESLYE EVANS, ARNOLD MENDOZA OR W.D. LAREW

c/o AVT Title Services, LLC 1101 Ridge Rd. Suite 222 Rockwall, TX 75087

	Certificate of Posting
am	whose address is c/o AVT Title Services, LLC, 1101 Ridge Rd., Suite 222, Rockwall, TX
75087. I declare under penalty of perjury that on _	I filed this Notice of Foreclosure Sale at the office of the San
Patricio County Clerk and caused it to be posted at	the location directed by the San Patricio County Commissioners Court.



TS No.: 2018-03123-TX 18-002203-673 DEC 20 2018



Notice of [Substitute] Trustee Sale

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.

1. Date, Time and Place of Sale.

Date:

02/05/2019

Time:

The sale will begin at 01:00 PM or not later than three hours after that time

Place:

FIRST FLOOR OF THE COURTHOUSE AT THE SOUTH ENTRANCE BETWEEN THE GLASS DOORS IN THE VESTIBULE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE AS THE PLACE WHERE FORECLOSURE SALES ARE TO TAKE PLACE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS

Property Address: 151 N 13th St, Aransas Pass, TX 78336-4507

- 2. Terms of Sale: The sale will be conducted as a public auction to the highest bidder for cash. 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. Any conveyance of the property is subject to all matters of record affecting the property.
- 3. Instrument to be Foreclosed: The instrument to be foreclosed is the Deed of Trust or Contract Lien dated 10/05/2006 and recorded 10/13/2006 in Document 561795, real property records of San Patricio County, Texas, with Thomas E. Upton and wife Shirley J. Upton, grantor(s) and OPTION ONE MORTGAGE CORPORATION, A CALIFORNIA CORPORATION as Lender, U.S. Bank National Association, as Trustee for Asset Backed Funding Corporation Asset Backed Certificates, Series 2006 HE1 as Beneficiary.
- 4. Appointment of Substitute Trustee: In accordance with Texas Property Code Sec. 51.0076, the undersigned authorized agent for the mortgage servicer has named and appointed, and by these presents does name and appoint VICKI HAMMONDS, LESLYE EVANS, ARNOLD MENDOZA OR W.D. LAREW, Substitute Trustee to act under and by virtue of said Deed of Trust.
- 5. Obligation Secured: Deed of Trust or Contract Lien executed by Thomas E. Upton and wife Shirley J. Upton, securing the payment of the indebtedness in the original principal amount of \$53,370.00, and obligations therein described including but not limited to the promissory note; and all modifications, renewals and extensions of the promissory note. U.S. Bank National Association, as Trustee for Asset Backed Funding Corporation Asset Backed Certificates, Series 2006 HE1 is the current mortgagee of the note and deed of trust or contract lien.

Version 1.1 TX NOS 0217

TS No.: 2018-03123-TX

18-002203-673

Notice of [Substitute] Trustee Sale

- 6. Default: A default has occurred in the payment of indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness.
- 7. Property to be sold: The property to be sold is described as follows:

LOT TWO (2), BLOCK SEVEN HUNDRED FIFTY-THREE (753), CITY OF ARANSAS PASS IN SAN PATRICIO COUNTY, TEXAS, AS SHOWN BY MAP OR PLAT OF SAME OF RECORD IN VOLUME 3, PAGE 41, MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS.

8. Mortgage Servicer Information: 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 lien securing the property referenced above. Ocwen Loan Servicing, LLC, as Mortgage Servicer, is representing the current mortgagee, whose address is:

C/O Ocwen Loan Servicing, LLC 1661 Worthington Rd., Suite 100 West Palm Beach, FL 33409

Phone: 1-800-746-2936

TS No.: 2018-03123-TX

18-002203-673

Notice of [Substitute] Trustee Sale

9. Limitation of Damages: 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.
Date: December 18, 2018 Stephanie Spurlock, Laterrika Thompkins, Camisha Scott, Iman Walcott, Tanesha Humphrey, Claire Buxton – Attorney or Authorized Agent of The Mortgagee or Mortgage Servicer
C/O Power Default Services, Inc. Northpark Town Center
1000 Abernathy Rd NE; Bldg 400, Suite 200 Atlanta, GA 30328 Telephone: 855-427-2204 Fax: 866-960-8298
VICKI HAMMONDS, LESLYE EVANS, ARNOLD MENDOZA OR W.D. LAREW - Substitute Trustee(s)
C/O AVT Title Services, LLC 1101 Ridge Rd. Suite 222 Rockwall, TX 75087
POWER DEFAULT SERVICES, INC. MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.
Certificate of Posting whose address is c/o AVT Title Services, LLC, 1101 Ridge Rd., Suite 222, Rockwall, TX 75087. I declare under penalty of perjury that on I filed this Notice of Foreclosure Sale at the office of the San Patricio County Clerk and caused it to be posted at the location directed by the San Patricio County Commissioners Court.

Version 1.1 TX NOS 0217 Page 3 of 3

Notice of Foreclosure Sale

December 13, 2018

Deed of Trust ("Deed of Trust"):

Dated: November 15, 2005

Grantor: Christopher J. Adams a/k/a Kit Adams

Trustee: Mark B. Gilbreath

Lender: Navy Army Community Credit Union f/k/a Navy Army Federal Credit Union

Recorded in: Document No. 550933 of the real property records of San Patricio County, Texas.

Secures: Real Estate Lien Note ("Note") in the original principal amount of \$52,000.00,

executed by Christopher J. Adams a/k/a Kit Adams ("Borrower") and payable to

RECEIVED

DEC 14 2018

the order of Lender.

Property: The real property, improvements, and personal property described in and

mortgaged in the Deed of Trust, including the real property described as follows,

and all rights and appurtenances thereto:

Lots One (1) through Sixteen (16), Block One (1), and Lots One (1) through Twenty-Six (26), Block Two (2), of GEORGE WHITNEY SUBDIVISION, a

Subdivision of the City of Ingleside, San Patricio County, Texas, according to the map or plat of record in Volume 4, Page 50, of the Map Records of San Patricio County, Texas, to which reference is here made for all pertinent purposes (the

"property").

Substitute Trustee: Kevin M. Maraist

Substitute Trustee's

Address: Anderson, Lehrman, Barre & Maraist, LLP

Gaslight Square

1001 Third Street, Ste. 1 Corpus Christi, TX 78404

Foreclosure Sale:

Date: Tuesday, February 5, 2019

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 1:00 p.m.

Place:

San Patricio County Courthouse in Sinton, Texas, at the following location: at the first floor of the courthouse, at the south entrance, between the glass doors in the vestibule, or such other location as may be designated by the County Commissioners Court of San Patricio County, Texas.

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/Beneficiary'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.

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.

Dated: December 13, 2018.

Kevin M. Maraist, Substitute Trustee 1001 Third St., Ste. 1

Corpus Christi, TX 78404 361-884-4981

361-884-1286 (fax)

Mortgagee:

Navy Army Community Credit Union P.O. Box 81349 Corpus Christi, TX 78468-1349



DEC 10 2018

3:551

GRACIE ALANIZ-GONZALES
COUNTY CLERK

C&S No. 44-18-3524 / FHA / No / RECORD NOS Ditech Financial LLC

NOTICE OF TRUSTEE'S SALE

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 & Stawiarski, PC, 400 North Sam Houston Parkway East, Suite 900A, Houston, Texas 77060

Date of Security Instrument: February 04, 1994

Grantor(s):

Perry Galbreath and wife, Lyssa L. Galbreath

Original Trustee:

John H. Harris

Original Mortgagee:

Temple-Inland Mortgage Corporation

Recording Information:

Clerk's File No. 420460, in the Official Public Records of SAN PATRICIO County,

Texas.

Current Mortgagee:

Ditech Financial LLC

Mortgage Servicer:

Ditech Financial LLC, whose address is C/O 3000 Bayport Drive, Suite 880, Tampa, FL 33607 Pursuant to a Servicing Agreement between the Mortgage Servicer and Mortgagee, the Mortgage Servicer is authorized to represent the Mortgagee. Pursuant to the Servicing Agreement and Section 51.0025 of the Texas Property Code, the Mortgage Servicer is authorized to collect the debt and to

11:00 AM

administer any resulting foreclosure of the referenced property.

Legal Description:

LOT EIGHTEEN (18), BLOCK SEVEN (7), TWIN FOUNTAINS UNIT-1, AN ADDITION TO THE CITY OF PORTLAND, SAN PATRICIO COUNTY, TEXAS, AS SHOWN BY THE MAP OR PLAT THEREOF RECORDED IN VOLUME 11, PAGES 26-27, MAP RECORDS, SAN PATRICIO COUNTY, TEXAS, TO WHICH MAP REFERENCE IS HERE MADE FOR ALL PERTINENT PURPOSES.

Date of Sale:

02/05/2019 Earliest Time Sale Will Begin:

APPOINTMENT OF SUBSTITUTE TRUSTEE

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, the undersigned hereby APPOINTS AND DESIGNATES Jim Rector as Substitute Trustee, Denise Rector as Successor Substitute Trustee, Jo Woolsey as Successor Substitute Trustee, W.D. Larew as Successor Substitute Trustee, Vicki Hammonds as Successor Substitute Trustee, Arnold Mendoza as Successor Substitute Trustee, Leslye Evans as Successor Substitute Trustee, or Thomas Delaney as Successor Substitute Trustee or Lisa Cockrell as Successor Substitute Trustee

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. 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.



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Place of Sale of Property: The foreclosure sale will be conducted in the area designated by the SAN PATRICIO County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where the foreclosure sales are to take place, or if no place is designated by the Commissioners Court, the sale will be conducted at the place where the Notice of Trustee's Sale was posted.

Executed on this the 6th day of December, 2018.

For Information:

"Servicelink Default Abstract Solutions 1320 Greenway Drive, Suite 300 Irving, TX 75038 Annarose Harding, Attorney at Law

Codilis & Stawiarski, P.C.

400 N. Sam Houston Pkwy E, Suite 900A

Houston, TX 77060 (281) 925-5200

STATE OF TEXAS

COUNTY OF HARRIS

Before me, the undersigned Notary Public, on this day personally appeared Annarose Harding as Attorney for the Mortgagee and/or Mortgage Servicer known to me or proved to me through a valid State driver's license or other official identification described as <u>Personal Knowledge</u>, to be the person whose name is subscribed to the foregoing instrument and acknowledge to me that he/she executed the same for the purposes and consideration therein expressed.

Executed on this the 6th day of December, 2018.

Notary Public

Signature

IRINA JARAMILLO
Notary Public State of Texas
Comm. Expires 0d-21-2021
Notary 10 131252507

C&S No. 44-18-3524 / FHA / No

Ditech Financial LLC

Posted and filed by:

Printed Name:



DEC - 6 2018

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

SAN PATRICIO County Deed of Trust Dated: April 9, 1986 Amount: \$70,500,00

Grantor(s): JOHN A. GRAHAM and KAREN S. KENDRICK

Original Mortgagee: DREW MORTGAGE COMPANY

Current Mortgagee: CITIMORTGAGE, INC.

Mortgagee Address: CITIMORTGAGE, INC., 1000 Technology Drive, MS 100, O'Fallon, MO 63368

Recording Information: Document No. 347991

Legal Description: LOT NINE (9), BLOCK TWO (2), LOMA VISTA ESTATES, AN ADDITION TO THE TOWN OF ODEN IN SAN PATRICIO COUNTY, TEXAS, AS SHOWN BY MAP OR PLAT OF SAME OF RECORD IN VOLUME 13, PAGE 7 OF THE MAP RECORDS OF SAID COUNTY.

SUBJECT, HOWEVER, TO EASEMENTS AND RESTRICTIONS OF RECORD IN THE COUNTY CLERK'S OFFICE OF SAN PATRICIO COUNTY, TEXAS, AFFECTING SAID PROPERTY.

Date of Sale: February 5, 2019 between the hours of 1:00 PM and 4:00 PM.

Earliest Time Sale Will Begin: 1:00 PM

Place of Sale: The foreclosure sale will be conducted at public venue in the area designated by the SAN PATRICIO County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place, or if no place is designated by the Commissioners Court, the sale will be conducted at the place where the Notice of Trustee's Sale was posted.

JIM RECTOR OR DENISE RECTOR, JO WOOLSEY, W.D. LAREW, LESLYE EVANS, ARNOLD MENDOZA, MARCIA CHAPA, MARTHA BOETA, JIM RECTOR, BARBARA SANDOVAL, STACEY BENNETT, AMY ORTIZ, GARRETT SANDERS, KIM HINSHAW, BENJAMIN GRIESINGER, BOB FRISCH, VICKI HAMMONDS, SANDRA MENDOZA, JODI STEEN, JAMIE STEEN, SUSANA SANDOVAL OR ALEXIS MENDOZA have been appointed as Substitute Trustee(s), ('Substitute Trustee') each empowered to act independently, in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust.

The Substitute Trustee will sell the Property by public auction to the highest bidder for cash at the place and date specified. 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.

NOTICE IS FURTHER GIVEN that, except to the extent that the Substitute Trustee(s) may bind and obligate the Mortgagors to warrant title to the Property under the terms of the Deed of Trust, conveyance of the Property shall be made 'AS IS' 'WHERE IS' without any representations and warranties whatsoever, express or implied, and subject to all matters of record affecting the Property.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901 et seq.), and state law, including Section 51.015 Texas Property Code. 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.

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.

BOHELU DONNELLY, ATTORNEY AT LAW

HUGHES, WATTERS & ASKANASE, L.L.P. 1201 Louisiana, SUITE 2800

Houston, Texas 77002 Reference: 2018-007128 HM RECTOR OR DENISE RECTOR, JO WOOLSEY, TO LAREW, LESLYE EVANS, ARNOLD HENDOZA, WARCIA CHAPA, MARTHA BOETA, JIM RECTOR, BARBARA SANDOVAL, STACEY BENNETT, AMY ORTIZ, GARRETT SANDERS, KIM HINSHAW, BENJAMIN GRIESINGER, BOB FRISCH, VICKI HAMMONDS, SANDRA MENDOZA, JODI STEEN, JAMIE STEEN, SUSANA SANDOVAL OR ALEXIS MENDOZA

c/o Auction.com, LLC 1 Mauchly Irvine, California 92618