

FILED

Notice of Foreclosure Sale

2018 APR 30 AM 11:23

PURSUANT TO TEXAS TAX CODE SECTION 32.06, THE FORECLOSURE SALE REFERRED TO IN THIS DOCUMENT IS A SUPERIOR TRANSFER SUBJECT TO THE RIGHT OF REDEMPTION UNDER CERTAIN CONDITIONS. THE FORECLOSURE IS SCHEDULED TO OCCUR ON JULY 3, 2018. BY _____ DEPUTY

**JOHN E. WARREN
COUNTY CLERK
DALLAS COUNTY**

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. *Property to Be Sold.* The property to be sold is described as follows:

BEING LOT 7, BLOCK 7, OF DALROCK ESTATES, AN ADDITION TO THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 79092, PAGE 440, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS; more commonly known as 8502 Chesham Drive, Rowlett, Texas 75088-4333.

2. *Instrument to be Foreclosed.* The instruments to be foreclosed are the Property Tax Lien Deed of Trust and Renewal, Modification and Extension Agreement (together: "Deed of Trust") recorded in Document Nos. 201000137296 and 201100184552 of the real property records of Dallas County, Texas and the Transferred Tax Lien recorded in Document Nos. 201000154843, 201000154746, 201100197572, and 201100191473 of the real property records of Dallas County, Texas.

3. *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Date: July 3, 2018.

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: North side of Dallas County courthouse facing Commerce Street below the overhang or as otherwise designated by County Commissioner.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The 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 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. The sale shall not cover any part of the property that has been released of public record from the lien of

the Deed of Trust. 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 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

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

5. *Type of Sale.* The sale is an expedited foreclosure sale of a Transferred Tax Lien created pursuant to Sections 32.06 and 32.065, Texas Tax Code, Section 51.002, Texas Property Code and the power of sale granted by the Deed of Trust executed by Felix Marquez and Ofelia Marquez.

6. *Obligations Secured.* The Deed of Trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the Note in the original principal amount of \$4,047.66, modified in the principal amount of \$7,868.39, executed by Felix Marquez and Ofelia Marquez, originally payable to the order of Moncor Tax Advisors, Inc., currently payable to the order of Hunter-Kelsey II, LLC; (b) all renewals and extensions of the Note; and (c) any and all present and future indebtednesses of Felix Marquez and Ofelia Marquez to Hunter-Kelsey II, LLC. Hunter-Kelsey II, LLC is the current owner and holder of the Obligations and is the beneficiary under the Deed of Trust.

Questions concerning the sale may be directed to Nikolaos P. Stavros, Lindsey Kelly, or Dylan Schultz at 3624 N. Hills Drive, Suite B-100, Austin, Texas 78731.

7. *Default and Request to Act.* Default has occurred under the Deed of Trust, and the beneficiary has requested me, as substitute trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

Dated: 30 day of April, 2018



Paul Figueroa, Nikolaos P. Stavros,
Lindsey Kelly, Dylan Schultz, or Carolina Rawls
3624 North Hills Dr., Suite B-100
Austin, TX 78731
Telephone: (512) 346-6011
Fax: (512) 346-6005

AFTER POSTING RETURN TO:
Stavros & Kelly, PLLC
3624 North Hills Dr., Suite B-100
Austin, TX 78731
Tel: (512) 346-6011
Fax: (512) 346-6005

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date: 05/06/2003
Grantor(s): ERNESTO SANDOVAL AND MARIA SANDOVAL, HUSBAND AND WIFE
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR BSM FINANCIAL, L.P. DBA BANKSOURCE MORTGAGE, ITS SUCCESSORS AND ASSIGNS

Original Principal: \$154,409.00
Recording Information: Book 2003098 Page 11810 Instrument 2342065
Property County: Dallas
Property: BEING LOT 24, BLOCK 10, OF FLOWER HILL NO. 6, AN ADDITION TO THE CITY OF ROWLETT, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 85101, PAGE 2480, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.
Reported Address: 3421 TULIP LANE, ROWLETT, TX 75089

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, NA
Mortgage Servicer: Wells Fargo Bank, N. A.
Current Beneficiary: Wells Fargo Bank, NA
Mortgage Servicer Address: 3476 Stateview Boulevard, Fort Mill, SC 29715

SALE INFORMATION:

Date of Sale: Tuesday, the 3rd day of July, 2018
Time of Sale: 10:00 AM or within three hours thereafter.
Place of Sale: AT THE AREA OUTSIDE ON THE NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG in Dallas County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Dallas County Commissioner's Court.
Substitute Trustee(s): Brett Baugh, John Beazley, Kenny Shirey, Rick Montgomery, Craig Muirhead, Aaron Parker, Clay Golden, Robert Aguilar, Brent Graves, Wendy Lambert, Troy Robinett, Terry Waters, Matt Hansen, Frederick Britton, Shawn Schiller, Logan Thomas, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, 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 Brett Baugh, John Beazley, Kenny Shirey, Rick Montgomery, Craig Muirhead, Aaron Parker, Clay Golden, Robert Aguilar, Brent Graves, Wendy Lambert, Troy Robinett, Terry Waters, Matt Hansen, Frederick Britton, Shawn Schiller, Logan Thomas, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, 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.
2. Brett Baugh, John Beazley, Kenny Shirey, Rick Montgomery, Craig Muirhead, Aaron Parker, Clay Golden, Robert Aguilar, Brent Graves, Wendy Lambert, Troy Robinett, Terry Waters, Matt Hansen, Frederick Britton, Shawn Schiller, Logan Thomas, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, 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.

DALLAS COUNTY
COUNTY CLERK
JOHN F. WARREN

2018 APR 19 PM 3:19

FILED

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date: 05/29/2003
Grantor(s): CRAIG VITOSH AND JACQUELYN VITOSH, HUSBAND AND WIFE
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR UNITED LENDING PARTNERS, L.P., ITS SUCCESSORS AND ASSIGNS
Original Principal: \$161,721.00
Recording Information: Book 2003115 Page 09718 Instrument 2386099
Property County: Dallas
Property: BEING ALL OF LOT 22, BLOCK 10, OF FLOWER HILL NO. 6, AN ADDITION TO THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 85101, PAGE 2480, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.
Reported Address: 3503 TULIP LANE, ROWLETT, TX 75089

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Substitute Trustee(s): Brett Baugh, John Beazley, Kenny Shirey, Rick Montgomery, Craig Muirhead, Aaron Parker, Clay Golden, Robert Aguilar, Brent Graves, Wendy Lambert, Troy Robinett, Mark Buleziuk, Terry Waters, Matt Hansen, Frederick Britton, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, or Suzanne Suarez, any to act
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WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Brett Baugh, John Beazley, Kenny Shirey, Rick Montgomery, Craig Muirhead, Aaron Parker, Clay Golden, Robert Aguilar, Brent Graves, Wendy Lambert, Troy Robinett, Mark Buleziuk, Terry Waters, Matt Hansen, Frederick Britton, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, or Suzanne Suarez, any to act, have been appointed as Substitute Trustees and requested to sell the Property to satisfy the indebtedness; and

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Very truly yours,

Bonial & Associates, P.C.

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2010 APR 26 PM 3:57
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY