

NOTICE OF FORECLOSURE 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 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: BEING LOT 33, IN BLOCK 55, OF TRAILWOOD ADDITION, TWELFTH INCREMENT, AN ADDITION TO THE CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 79098, PAGE 0975, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

2. Instrument to be Foreclosed. The instrument to be foreclosed is the Deed of Trust dated 03/15/2007 and recorded in Document 20070099655 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: 03/06/2018

Time: 01:00 PM

Place: Dallas County Courthouse, Texas at the following location: NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONERS 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 CHARITA DANGERFIELD, provides that it secures the payment of the indebtedness in the original principal amount of \$106,823.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust is the current mortgagee of the note and deed of trust and RUSHMORE LOAN MANAGEMENT SERVICES, LLC is mortgage servicer. A servicing agreement between the mortgagee, whose address is Wilmington Savings Fund Society, FSB, d/b/a Christiana Trust, not individually but as trustee for Pretium Mortgage Acquisition Trust c/o RUSHMORE LOAN MANAGEMENT SERVICES, LLC, 15480 Laguna Cyn Road, Suite 100, IRVINE, CA 92618 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 CARL NIENDORFF, L. KELLER MACKIE, MICHAEL W. ZIENTZ, MICHAEL D. VESTAL, WES WEBB, TRACEY MIDKIFF, KRISTEN WALL, Donna Stockman or David Stockman, 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.

[Handwritten signature]

Mackie Wolf Zientz & Mann, P.C.
Brandon Wolf, Attorney at Law
L. Keller Mackie, Attorney at Law
Lori Liane Long, Attorney at Law
Tracey Midkiff, Attorney at Law
Marissa Sibal, Attorney at Law
Parkway Office Center, Suite 900
14160 North Dallas Parkway
Dallas, TX 75254

[Handwritten signature]

CARL NIENDORFF, L. KELLER MACKIE, MICHAEL W. ZIENTZ, MICHAEL D. VESTAL, WES WEBB, TRACEY MIDKIFF, KRISTEN WALL, Donna Stockman or David Stockman
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 Dallas County Clerk and caused it to be posted at the location directed by the Dallas County Commissioners Court.

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY, TEXAS

2018 FEB 12 PM 4: 15

FILED

FILED

STATE OF TEXAS §

COUNTY OF DALLAS §

2018 FEB -8 PM 2: 24

NOTICE OF FORECLOSURE SALE

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

(See TEX. PROP. CODE § 51.002 and TEX. R.CIV. PROC. 736 Order Attached)

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.

Notice is hereby given of a public non-judicial foreclosure sale.

1. ***Property to be Sold.*** The property to be sold (“Property”) is located at 68 E. Mountain Creek Drive, Grand Prairie, Texas 75052, and legally described as follows:

Lot 97, Site 18, Mountain Creek Townhouses No. 2, an Addition to the City of Grand Prairie, Dallas County, Texas, according to the Plat thereof, recorded in Volume 97103, Page 4959, of the Property Records, Dallas County, Texas, and/or in Volume 71170, Page 2105 of the Property Records, Dallas County, Texas, and any and all improvements and personal property located on the real property that is also encumbered by the Assessment Lien

2. ***Applicable HOA Declaration Granting Assessment Lien:*** The document granting the lien on the Property to secure assessments and other permitted charges (“Assessment Lien”) and the power of sale for delinquent assessments is the Second Amended Declaration of Covenants, Conditions and Restrictions for Mountain Creek Townhouses dated April 10, 2014 (the “Declaration”), executed by Grand Prairie Mountain Creek Homeowner’s Association, Inc., a Texas non-profit corporation (the “Association”), and recorded as Document No. 201400094743 in the Property Records of Dallas County, Texas.

3. ***Expedited Order.*** The sale is made pursuant to the Order for Foreclosure dated December 21, 2017, issued by the Court in Cause No. DC-17-10825, styled *In Re: Order for Foreclosure Concerning 68 E. Mountain Creek Drive, Grand Prairie, Texas 75052, Under Tex. R. Civ. P. 736, and the Estate of Gary Ferguson* (“Expedited Order”).

4. ***Trustee.*** The name and address of the person appointed by the Association as Trustee to conduct the foreclosure sale is David K. Menefee, Lacy Malone Steppick Ryder & Menefee, PLLC, 303 Main Street, Suite 200, Fort Worth, Texas 76102.

5. ***Date, Time and Place of Sale.*** The sale of the Property (“Foreclosure Sale”) is scheduled to be held at the following date, time, and place:

Date: March 6, 2018

Time: The sale will begin no earlier than 10:00 a.m., but no later than 1:00 p.m., and will conclude no later than 4:00 p.m.

Place: The North side of the George Allen Courts Building facing Commerce Street below the overhang in Dallas, Dallas County, Texas, in the area designated by the Commissioners Court.

6. **Default and Request to Act.** Default has occurred in the payment of the assessments and other permitted charges secured by the Assessment Lien, and all legal requirements to proceed to foreclose the Assessment Lien have been complied with, including obtaining the Expedited Order. Because of that default, the Association, acting through its Board of Directors, has requested Trustee to sell the Property. Therefore, notice is given that on and at the Date, Time and Place of Sale described above, Trustee will sell the Property by public sale to the highest bidder for cash in accordance with the Declaration and applicable law.

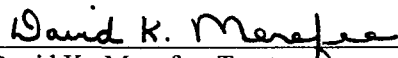
7. **Terms of Sale.** The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that the Association's bid may be credit against the indebtedness secured by the Assessment Lien. Those desiring to purchase the Property will need to demonstrate their ability to pay cash on the day the Property is sold. The Foreclosure Sale will be made expressly subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect as of the Foreclosure Sale (e.g., a senior mortgage lien). Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any. The sale and conveyance of the Property will be made subject to any redemption rights specified by applicable Texas law.

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. 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, 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.

Notice is given that before the Foreclosure Sale the Association may appoint another person as Trustee to conduct the Foreclosure Sale.

Dated: February 5, 2018.


David K. Menefee, Trustee

Lacy Malone Steppick Ryder & Menefee, PLLC
303 Main Street, Suite 200
Fort Worth, Texas 76102

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me by David K. Menefee, Trustee, on February 5, 2018.




Notary Public, State of Texas

IN RE: ORDER FOR FORECLOSURE
CONCERNING

68 E. MOUNTAIN CREEK DRIVE
GRAND PRAIRIE, TEXAS 75052

UNDER TEX. R. CIV. P. 736

AND THE ESTATE OF GARY
FERGUSON

§
§
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§

IN THE DISTRICT COURT OF

DALLAS COUNTY, TEXAS

160TH JUDICIAL DISTRICT

ORDER FOR FORECLOSURE

On Dec. 21, 2017, the Application for Foreclosure under TEX. R. CIV. P. 736 in the above-entitled cause of action was presented to the Court. Grand Prairie Mountain Creek Homeowners' Association, Inc. (the "Association"), Petitioner herein, seeks an Order pursuant to Rule 736 of the Texas Rules of Civil Procedure to foreclose the Association's assessment lien against 68 E. Mountain Creek Drive, Grand Prairie, Texas 75052 (the "Property"), with such Property further described as follows:

Lot 97, Site 18, Mountain Creek Townhouses No. 2, an Addition to the City of Grand Prairie, Dallas County, Texas, according to the Plat thereof, recorded in Volume 97103, Page 4959, of the Property Records, Dallas County, Texas, and/or in Volume 71170, Page 2105 of the Property Records, Dallas County, Texas.

The Court finds that the Association's Application for Foreclosure complies with Rule 736, and was properly served on Respondent in accordance with Rule 736. The Court further finds that Respondent has not filed a response, and has, in fact, through its Independent Administrator, disclaimed any interest in the Property and requested that the Property be foreclosed upon. The Court further finds that Respondent waived service of process in this matter.

Pursuant to Rule 736.7 of the Texas Rules of Civil Procedure, all facts alleged in the Application for Foreclosure and supported by the Affidavit of Material Facts attached

thereto, constitute *prima facie* evidence of the truth of the matters alleged. The Court further finds as follows:

1. This proceeding is brought in the Court in which all or part of the real property encumbered by the lien sought to be foreclosed is located.

2. The Association is governed by the Second Amended Declaration of Covenants, Conditions and Restrictions for Mountain Creek Townhouses (the "Declaration").

3. The Property is subject to and governed by the Declaration.

4. By virtue of Respondent's acquisition of the Property, Respondent agreed to, and became obligated by, the Declaration to pay to the Association all assessments for the expense of the administration, maintenance, upkeep and repair of the Community as assessed in accordance with the Declaration, and as more particularly shown in Article VI of the Declaration.

5. Article VI, Sections 6.2, 6.3 and 6.6 of the Declaration create an assessment lien against the Property to secure payment of assessments and other charges pursuant to Rule 735.1(c) of the Texas Rules of Civil Procedure and Section 209.0092 of the Texas Property Code.

6. Article VI, Sections 6.6 and 6.7 of the Declaration further provide that the Association may foreclose its assessment lien by appropriate judicial or non-judicial proceedings, including through expedited foreclosure proceedings.

7. During the period of Respondent's ownership of the Property, Respondent has been assessed maintenance and assessment fees in a non-discriminatory manner based on Respondent's ownership of the Property.

8. Article VI, Section 6.2 of the Declaration and Texas Property Code 5.006 provide for recovery of attorney's fees and expenses incurred in the collection of delinquent assessments.

9. As of July 12, 2017, Respondent was 36 months in default of assessment dues and obligations to the Association for a total amount owed of Seven Thousand Fifty-Two and No/100 Dollars (\$7,052.00).

10. Respondent was notified of the amounts due and unpaid assessments owed due to Respondent's failure to pay the assessments and other charges by notice letters dated July 23, 2015 and March 21, 2016.

11. In response, the Independent Administrator of the Estate of Gary Ferguson advised that the Estate does not want anything to do with the Property, suggests that the Association take over the home, and stated that the Estate has no claim or interest in the home.

12. The mortgage lienholder on the Property, Viewpoint Bank, N.A., has disclaimed any interest in the Property and has waived its lien.

13. A Notice of Lien was filed on or about January 16, 2015, in the office of the County Clerk of Dallas County, Texas, and an updated Notice of Lien was filed on February 3, 2017, and another updated Notice of Lien was filed on July 19, 2017 in the Office of the County Clerk of Dallas County, Texas.

14. The Association afforded Respondent more than thirty (30) days to cure the default, and such opportunity to cure the default has expired.

15. Prior to filing this Application, the Association performed all actions required under applicable law, and the terms of the Declaration required prior to foreclosing the Association's assessment lien against the property.

The Court therefore grants the Association's Application for Foreclosure under Rule 736 of the Texas Rules of Civil Procedure.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that the Association may proceed with a foreclosure of its assessment lien on the property under the terms of the Association's Declaration and Texas Property Code Section 51.002; and

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Association shall send Respondent a copy of this Order with the Notice of Foreclosure Sale sent to Respondents;

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Association may communicate with Respondent and all third parties as may be reasonably necessary to conduct the foreclosure sale of the property.

Signed on this 21 day of December, 2017.


JUDGE PRESIDING

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

BEING Lot TWO (2) in Block 16/385 of Inglewood Park Addition No. 2, an Addition to the City of Grand Prairie, Texas according to the Map thereof recorded in Volume 30, Page 217, of the Map Records of Dallas County, Texas. Commonly known as 1917 Balla Way, Grand Prairie, Texas 75051.

2. *Instrument to be foreclosed:* The instrument to be foreclosed is the Deed of Trust dated October 17, 2016 and recorded in Document 201600293209 which was transferred to HBS Funding, LLC on December 1, 2017 and recorded in instrument # 201700009291 real property records of Dallas County, Texas.

3. *Date, Time, and Place of Sale.*

Date: 03/06/2018

Time: The sale will begin no earlier than 10:00 AM or no later than three hours thereafter.

Place: Dallas County Courthouse, Texas at the following location: NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONERS 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.

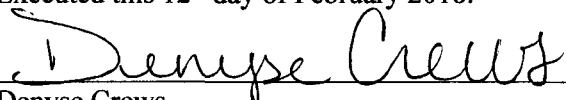
Pursuant to section 51.009 of the Texas Property Code, the property will be sold in AS IS, WHERE IS condition, without any express or implied warranties, except as to the warranties of title, if any, provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

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. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

5. *Obligations Secured.* The Deed of Trust executed by Roberto Guerrero and wife, Silvina Alvarado-Zuniga as Grantor and HBS Funding LLC as Grantee, provides that it secures the payment of the indebtedness in the original principal amount of \$98,900.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals, assignments and extensions of the note. HBS Funding LLC is the current mortgagee of the note and deed of trust

Default and Request to Act. Default has occurred under the deed of trust, and the mortgagee has requested a Substitute Trustee conduct this sale. Notice is given that before the sale the mortgagee may appoint another person substitute trustee to conduct the sale.

Executed this 12th day of February 2018.



Denyse Crews

Substitute Trustee

c/o HBS Funding LLC, 9129 Belshire Drive, Suite 100 North Richland Hills, TX 76182

FILED
2018 FEB 12 PM 1:45
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

TX180002

NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE 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. Property to Be Sold. The property to be sold is described as follows:

LOT 8, BLOCK 1, OF LAKEWOOD, PHASE FIVE, AN ADDITION TO THE CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2005182, PAGE 24, MAP/PLAT RECORDS, DALLAS COUNTY, TEXAS.

Commonly known as: 5303 Castlewood Circle, Grand Prairie, TX 75052

2. Instrument to be Foreclosed. The instrument to be foreclosed is the deed of trust to Mortgage Electronic Registration Systems, Inc. as nominee for Centurion Mortgage, Inc, recorded on 06/24/2009 as Document No. 200900180258 in the real property records of Dallas County, Texas. Assignment of Deed of Trust to Freedom Mortgage Corporation recorded on 01/12/2018 as Document No. 201800011774 of the real property records of Dallas County, Texas. The holder or servicer of the instrument is: Freedom Mortgage Corporation.

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

Date: 03/06/2018

Time: The sale will begin no earlier than 1:00 PM or no later than three hours thereafter. The sale will be completed by no later than 4:00 P.M.

Place: THE OUTSIDE AREA ON THE NORTH SIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG., or any other area designated by the 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.

The deed of trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and re-posting requirements of the Texas Property Code. The reposting or re-filing may be after the date originally scheduled for this sale.

2018 FEB 12 PM 2:45

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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.

If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the deposit paid. The purchaser shall have no further recourse against the mortgagor, the mortgagee, or the mortgagee's attorney.

Pursuant to the deed of trust, the beneficiary 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. 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 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 a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Harrison Y. Begay and Leann R. Begay, husband and wife.

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 promissory note in the original principal amount of \$156,382.00, executed by Harrison Y. Begay and Leann R. Begay, and payable to the order of Centurion Mortgage, Inc; (b) all renewals and extensions of the note; (c) any and all present and future indebtednesses of Harrison Y. Begay and Leann R. Begay, husband and wife to Centurion Mortgage, Inc. Freedom Mortgage Corporation is the current holder of the Obligations and is the beneficiary under the deed of trust.

7. Default and Request to Act. Default has occurred under the deed of trust, and the beneficiary has requested Names: Texas Foreclosure Management Corporation d/b/a Foreclosure Network of Texas Shelley Ortolani, Mary Mancuso, Robert Ortolani, Michele Hreha, David Stockman, Brenda Wiggs, Denise Boerner, Guy Wiggs, Donna Stockman, Tim Lewis, Michelle Schwartz, 10406 Rockley Rd., Houston, TX 77099, Brian Sayer, C. Morgan Lasley, Shannon E. Coleman, and Julie Mayer, 925 E. 4th St., Waterloo, IA 50703 as Substitute Trustees, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person as Substitute Trustee to conduct the sale.

TX180002

8. Acceleration. Default has occurred in the payment of the Indebtedness secured by the deed of trust. Therefore, the beneficiary accelerates the maturity of the Indebtedness and declares the entire Indebtedness immediately due and payable.


7 FEB 2018

Substitute Trustee, C. Morgan Lasley

Sent to obligors via certified mail by The Sayer Law Group, P.C., 925 E. 4th St., Waterloo, IA 50703, 319-234-2530.

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.

TX180002

The Sayer Law Group, P.C. is, or may be considered, a debt collector attempting to collect a debt, and any information will be used for that purpose. However, if you have had your debt discharged in bankruptcy and you did not reaffirm your loan in your bankruptcy case, Freedom Mortgage Corporation will only exercise its right as against the property and is not attempting to assess or collect the debt from you personally. You are further advised that unless you notify The Sayer Law Group, P.C. in writing within 30 days of your receipt of this notice that you dispute the validity of the amount owed to Freedom Mortgage Corporation or any portion thereof, the debt will be assumed to be valid. As of this writing, Freedom Mortgage Corporation asserts that you owe \$, plus applicable interest, fees, costs, and attorney's fees.

Please note these Fair Debt Collection Practices Act provisions:

(a) If the consumer notifies the debt collector in writing within the 30-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector;

(b) If the consumer requests, upon the consumer's written request, within the 30-day period, the name and address of the original creditor, the debt collector will provide the consumer with the name and address of the original creditor if different from the current creditor; and,

(c) The debt collector shall cease collection of the debt or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor if different from the current creditor.

This notice and all further steps undertaken by The Sayer Law Group, P.C., of 925 E. 4th St., Waterloo, IA 50703, will be in compliance with applicable state and federal laws.

For Texas Loans: 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.

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: March 06, 2007

Grantor(s): Tennile Bass, a single person

Original Trustee: Thomas F. Veters

Original Mortgagee: Planwealth Financial Services

Recording Information: Clerk's File No. 20070107330 and re-recorded under Clerk No. 20070414973 and 20070415956, in the Official Public Records of DALLAS County, Texas.

Current Mortgagee: JPMorgan Chase Bank, National Association

Mortgage Servicer: JPMorgan Chase Bank, National Association, whose address is C/O 3415 Vision Drive Columbus, OH 43219-6009 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.

Date of Sale: 03/06/2018 **Earliest Time Sale Will Begin:** 1:00 PM

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.

Legal Description:

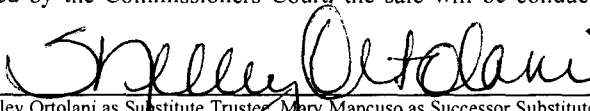
BEING LOT 1, IN BLOCK 9 OF MOUNTAIN LAKEVIEW ADDITION, AN ADDITION TO THE CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 4, PAGE 379 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

Place of Sale of Property: The foreclosure sale will be conducted in the area designated by the DALLAS 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.

For Information:

Codilis & Stawiarski, P.C.
400 N. Sam Houston Pkwy E, Suite
900A
Houston, TX 77060

2018 FEB 12 PM 3:45
DALLAS COUNTY CLERK
COMM E WARREN


Shelley Ortolani as Substitute Trustee, Mary Mancuso as Successor Substitute Trustee, Robert Ortolani as Successor Substitute Trustee, Michele Hjeha as Successor Substitute Trustee, David Stockman as Successor Substitute Trustee, Brenda Wiggs as Successor Substitute Trustee, Denise Boerner as Successor Substitute Trustee, Guy Wiggs as Successor Substitute Trustee, Donna Stockman as Successor Substitute Trustee, Tim Lewis as Successor Substitute Trustee, Michelle Schwartz as Successor Substitute Trustee, or Thomas Delaney as Successor Substitute Trustee or Lisa Cockrell as Successor Substitute Trustee
c/o Servicelink Default Abstract Solutions
1320 Greenway Drive, Suite 300
Irving, TX 75038



4647023

Notice of Foreclosure Sale

February 8, 2018

Deed of Trust (Security Agreement, Financing Statement) ("Deed of Trust"):

Dated: August 13, 2015

Grantor: Juan Antonio Chavez and Maria Del Socorro Tamayo-Rodriguez

Trustee: Bramlet F. Beard

Lender: TRINITY CAPITAL BANK OF TEXAS, A Branch of Ennis State Bank

Recorded in: Instrument Number 201500219128 Recorded on August 17, 2015 in the real property records of Dallas County, Texas

Legal Description: Being all of Lot 21 and a portion of Lot 22, Block A, Keith Heights Addition, an addition to the City of Grand Prairie, Dallas County, Texas, according to the plat thereof recorded in Volume 19, Page 199, Map Records, Dallas County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a found 5/8-inch iron rod on the east line of N.W. 8th Street (variable width right of way), said iron rod being the common west corner of said Lot 21 and Lot 20, said Block;

THENCE North 59° 36' 14" East, a distance of 160.10 feet along the common line of said Lots 20 and 21 to a fence corner at the common corner of said Lots 20, 21 and Lots 38 and 39, said Block;

THENCE South 05° 00' 00" East, along the common line of said Lots 21, 38 and Lot 37, said Block, passing the common east corner of said Lot 21 and aforesaid Lot 22 at a distance of 120.00 feet and continuing a total distance of 158.00 feet;

THENCE South 85° 00' 00" West, a distance of 150.00 feet to a found 1/2-iron rod on the aforesaid east line of N.W. 8th Street;

THENCE North 05° 00' 00" West, a distance of 10.18 feet along said east line to the beginning of a non-tangent curve to the left having a radius of 83.00 feet;

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DALLAS COUNTY

THENCE along said curve to the left and said east line, passing the common west corner of aforesaid Lots 21 and 22 at a distance of 42.09 feet and continuing a total arc distance of 82.72 feet, a chord bearing and distance of North 01° 07' 05" West, 79.34 feet to the POINT OF BEGINNING and containing 17,613 square feet or 0.404 of one acre of land.

Secures: Promissory Note ("Note") dated August 13, 2015 in the original principal amount of \$121,500.00, executed by Juan Antonio Chavez ("Borrower") and payable to the order of Lender

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

Trustee: Bramlet F. Beard

Trustee's Address: 815 West Ennis Avenue, Ennis, Texas, 75119

Mortgage Servicer: ESB Mortgage Company

Mortgage Servicer's Address: 815 West Ennis Avenue, Ennis, Texas, 75119

Foreclosure Sale:

Date: Tuesday, March 6, 2018

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. and not later than three hours thereafter.

Place: North side of the George Allen Courts Building Facing Commerce Street below the overhang, or as designated by the County Commissioners

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 TRINITY CAPITAL BANK OF TEXAS, A Branch of Ennis State Bank'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, TRINITY CAPITAL BANK OF TEXAS, A Branch of Ennis State Bank, the owner and holder of the Note, has requested Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of TRINITY CAPITAL BANK OF TEXAS, A Branch of Ennis State Bank's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with TRINITY CAPITAL BANK OF TEXAS, A Branch of Ennis State Bank's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Mortgage Servicer is representing TRINITY CAPITAL BANK OF TEXAS, A Branch of Ennis State Bank in connection with the loan evidenced by the Note and secured by the Deed of Trust under a servicing agreement with TRINITY CAPITAL BANK OF TEXAS, A Branch of Ennis State Bank. The address of Mortgage Servicer is set forth above.

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

If TRINITY CAPITAL BANK OF TEXAS, A Branch of Ennis State Bank 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 TRINITY CAPITAL BANK OF TEXAS, A Branch of Ennis State Bank. 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.

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.



Bramlet F. Beard
815 West Ennis Avenue
Ennis, Texas 75119
Telephone (972) 878-5866
Telecopier (972) 875-8396

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

Matter No.: 059170-TX

Date: February 7, 2018

County where Real Property is Located: Dallas

ORIGINAL MORTGAGOR: MARY ANDERSON, A SINGLE WOMAN

ORIGINAL MORTGAGEE: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., SOLELY AS NOMINEE FOR QUICKEN LOANS INC., ITS SUCCESSORS AND ASSIGNS

CURRENT MORTGAGEE: QUICKEN LOANS INC.

MORTGAGE SERVICER: QUICKEN LOANS INC.

DEED OF TRUST DATED 9/24/2013, RECORDING INFORMATION: Recorded on 9/26/2013, as Instrument No. 201300304787, and later modified by a loan modification agreement recorded as Instrument 201600191428 on 7/14/2016

SUBJECT REAL PROPERTY (LEGAL DESCRIPTION): LOT 5, BLOCK 6 OF PARK VALLEY NO. 3, AN ADDITION TO THE CITY OF GRAND PRAIRIE, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 72193, PAGE 1926, MAP RECORDS, DALLAS COUNTY, TEXAS.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on 3/6/2018, the foreclosure sale will be conducted in **Dallas** 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.

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

QUICKEN LOANS INC.
1050 Woodard Ave
Detroit, MI 48226-1906

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.

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DALLAS COUNTY

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Matter No.: 059170-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
SHELLEY ORTOLANI, MARY MANCUSO, ROBERT
ORTOLANI, MICHELE HREHA, GUY WIGGS, DAVID
STOCKMAN, BRENDA WIGGS, DENISE BOERNER,
DONNA STOCKMAN, TIM LEWIS, MICHELLE
SCHWARTZ, PAUL A. HOEFKER OR 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: January 31, 2018

Trustee: Kim R. Thorne

Trustee's Address: 123 W. Main St, Suite 300, Grand Prairie, Dallas County, Texas 75050

Mortgagee: Sycamore Investments, LLC

Mortgagee's Address: 313 Campo St, Grand Prairie, Dallas County, Texas 75051

Note: \$74,068.00

Deed of Trust

Date: August 29, 2008

Grantor: Rosa Flores

Mortgagee: Sycamore Investments, LLC

Recording information: Vendor's Lien Retained in Deed filed as Document Number 20080290922 in the Official Public Records of Dallas County, Texas; Deed of Trust filed as Document Number 20080290923 in the Official Public Records of Dallas County, Texas.

Property: Lot 24, Block D, of TURNER HEIGHTS ADDITION, an Addition to the City of Grand Prairie, Dallas County, Texas, according to the revised map thereof recorded in Volume 17, Page 189 of the Map Records of Dallas County, Texas. Property address is 933 Tamara Lane, Grand Prairie, Texas.

County: Dallas

Date of Sale (first Tuesday of month): March 6, 2018


Time of Sale: 11:00 a. m.

Place of Sale: 600 Commerce Street, Dallas, Texas, outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang

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.

Kim R. Thorne is 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 Date of Sale, Trustee will offer the Property for sale at public auction at the Place of Sale, 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 sale will begin at the Time of Sale or not later than three hours thereafter. This sale will be conducted subject to the right of rescission contained in section 51.016 of the Texas Property Code.



Kim R. Thorne
Thorne & Skinner
123 W. Main St, Suite 300
Grand Prairie, Texas 75050
972.264.1614

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