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: November 07, 2017

<u>Time</u>: The sale will begin at 10:00AM or not later than three hours after that time.

Place THE AREA OUTSIDE ON THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING

FACING COMMERCE STREET BELOW THE OVERHANG OR AS DESIGNATED BY THE COUNTY

COMMISSIONERS 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 January 31, 2008 and recorded in Document CLERK'S FILE NO. 20080060292, AS AFFECTED BY CLERK'S FILE NO. 201300380558 real property records of DALLAS County, Texas, with RHONDA HARRIS AND JAMES HARRIS, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE, mortgagee.
- 4. **Obligations** Secured. Deed of Trust or Contract Lien executed by RHONDA HARRIS AND JAMES HARRIS, securing the payment of the indebtednesses in the original principal amount of \$145,819.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. BANK OF AMERICA, N.A. 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:

c/o PENNYMAC LOAN SERVICES, LLC 3043 TOWNSGATE ROAD SUITE 200 WESTLAKE VILLAGE, CA 91361

MICHAEL D. VESTAL, ROBERT FORSTER, JEFFREY FLEMING, LAUREN CHRISTOFFEL, 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 Substitute Trustee

c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP 4004 Belt Line Road, Suite 100

Addison, Texas 75001

COUNTY CLERK COUNTY CLERK DALLAS COUNTY

18:21 Hd 11 d35 118

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EXHIBIT "A"

BEING LOT 11, IN BLOCK D OF PLEASANT RUN ESTATES PHASE IIB, AN ADDITION TO THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 2005169, PAGE 91 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

NOS00000006039481

Our File Number: 17-05679

Name: SHAWN MATTHEWS, AN UNMARRIED MAN

NOTICE OF TRUSTEE'S SALE

WHEREAS, on May 12, 2016, SHAWN MATTHEWS, AN UNMARRIED MAN, executed a Deed of Trust/Security Instrument conveying to ALLAN B. POLUNSKY, as Trustee, the Real Estate hereinafter described, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ACTING SOLELY AS A NOMINEE FOR HOMEBRIDGE FINANCIAL SERVICES, INC., in the payment of a debt therein described, said Deed of Trust/Security Instrument being recorded under County Clerk Number 201600129108, in the DEED OF TRUST OR REAL PROPERTY records of **DALLAS** COUNTY, TEXAS; and

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 the contingency and in the manner authorized by said Deed of Trust/Security Instrument; and

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **TUESDAY, NOVEMBER 7, 2017**, 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 at the County Courthouse in **DALLAS** COUNTY, TEXAS to the highest bidder for cash. The sale will be conducted in the area of the Courthouse designated by the Commissioners' Court, of said 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 was posted.

Said Real Estate is described as follows:

BEING LOT 70 IN BLOCK 4 OF WELLINGTON PARK - PHASE 2B, AN ADDITION TO THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 99211, PAGE 1989 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

Property Address: 1531 CARDIGAN LANE

LANCASTER, TX 75134

Mortgage Servicer: HOMEBRIDGE FINANCIAL SERVICES

Noteholder: HOMEBRIDGE FINANCIAL SERVICES, INC.

112 TOWNPARK DRIVE, SUITE 300

KENNESAW, GA 30144

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 loan.

ACTIVE MILITARY SERVICE NOTICE

Assert and protect your rights as a member of the armed forces of the United States. If you 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.

WITNESS MY HAND this _____ day of September, 2017.

Guy Wiggs David Sockman, Brenda Wiggs, Donna Stockman, Denise Boerner, Tim Lewis, Russell Stockman, Michelle Schwartz, Substitute

Trustees

c/o Marinosci Law Group, P.C. 14643 Dallas Parkway, Suite 750 Dallas, Texas 75254

(972) 331-2300

COUNTY CLERK
THUOS COUNTY
TABLES

04:51 MA 11 4ES 119

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date: 08/21/2003

Grantor(s): VENETRIA L. HANCHETT, A SINGLE WOMAN

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

FOR PRIME LENDING, INC., ITS SUCCESSORS AND ASSIGNS

Original Principal: \$148,220.00

Recording Information: Book 2003172 Page 11661 Instrument 2515086

Property County: Dallas

Property:

BEING LOT 3, BLOCK A OF GLENDOVER ESTATES, AN ADDITION TO THE CITY OF LANCASTER, DALLAS COUNTY, TEXAS ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 2002059, PAGE-13, MAP RECORDS, DALLAS COUNTY,

TEXAS.

Reported Address: 1421 GLENDOVER COURT, LANCASTER, TX 75146

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation

Mortgage Loan Trust 2005-RF6

Mortgage Servicer: Wells Fargo Bank, N. A.

Current Beneficiary: U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation

Mortgage Loan Trust 2005-RF6

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

SALE INFORMATION:

Date of Sale: Tuesday, the 7th day of November, 2017 **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, Mark Buleziuk, Terry Waters, Matt Hansen, Frederick Britton, Braden Barnes, Michael Burns, Thuy Frazier,

Alexander Wolfe, Suzanne Suarez or Adam Womack, 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, Mark Buleziuk, Terry Waters, Matt Hansen, Frederick Britton, Braden Barnes, Michael Burns, Thuy Frazier, Alexander Wolfe, Suzanne Suarez or Adam Womack, 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:

- 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, Mark Buleziuk, Terry Waters, Matt Hansen, Frederick Britton, Braden Barnes, Michael Burns, Thuy Frazier, Alexander Wolfe, Suzanne Suarez or Adam Womack, 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,

Buckley Madole, P.C.

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