

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date: 09/22/2006
Grantor(s): ROBERT M. TUBB & BROOKY SANDERS, HUSBAND AND WIFE
Original Mortgagee: ASPIRE FINANCIAL, INC., DBA TEXASLENDING.COM
Original Principal: \$1,040,000.00
Recording Information: Instrument 200600363625
Property County: Dallas
Property: LOT 11 AND THE EAST 5 FEET OF LOT 12, BLOCK 44, OF FOURTH INSTALLMENT OF HIGHLAND PARK, AN ADDITION TO THE CITY OF HIGHLAND PARK, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1, PAGE 398, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.
Reported Address: 3400 DREXEL DRIVE, HIGHLAND PARK, TX 75205

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, National Association as Trustee for Option One Mortgage Loan Trust 2007-1, Asset-Backed Certificates, Series 2007-1
Mortgage Servicer: Ocwen Loan Servicing, LLC
Current Beneficiary: Wells Fargo Bank, National Association as Trustee for Option One Mortgage Loan Trust 2007-1, Asset-Backed Certificates, Series 2007-1

Mortgage Servicer Address: 1661 Worthington Rd, Suite 100, West Palm Beach, FL 33409

SALE INFORMATION:

Date of Sale: Tuesday, the 3rd day of October, 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): Shelley Ortolani, Michele Hreha, Robert Ortolani, Mary Mancuso, 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 Shelley Ortolani, Michele Hreha, Robert Ortolani, Mary Mancuso, 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:

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. Shelley Ortolani, Michele Hreha, Robert Ortolani, Mary Mancuso, 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.

DALLAS COUNTY CLERK
JENNIFER WARREN
AUG 14 PM 2:54
FILED

3. The property that is the subject of this foreclosure proceeding is commonly known as 3400 Drexel Drive, Dallas, TX 75205 with the following legal description:

LOT 11 AND THE EAST 5 FEET OF LOT 12, BLOCK 44, OF FOURTH INSTALLMENT OF HIGHLAND PARK, AN ADDITION TO THE CITY OF HIGHLAND PARK, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 1, PAGE 398, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

4. The lien to be foreclosed is indexed or recorded at Instrument Number: 200600363625 and recorded in the real property records of Dallas County, Texas.
5. The material facts establishing Respondent's default are alleged in Petitioner's application and the supporting affidavit. Those facts are adopted by the court and incorporated by reference in this order.
6. Based on the affidavit of Petitioner, no Respondent subject to this order is protected from foreclosure by the Servicemembers Civil Relief Act, 50 U.S.C. App. § 501 et seq.
7. Therefore, the Court grants Petitioner's motion for a default order under Texas Rules of Civil Procedure 736.7 and 736.8. Petitioner may proceed with foreclosure of the property described above in accordance with applicable law and the loan agreement, contract, or lien sought to be foreclosed.
8. This order is not subject to a motion for rehearing, a new trial, a bill of review, or an appeal. Any challenge to this order must be made in a separate, original proceeding filed in accordance with Texas Rule of Civil Procedure 736.11.

SIGNED this 24 day of July, 2017.


JUDGE PRESIDING