

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

**NOTICE: PURSUANT TO TEXAS TAX CODE SECTION 32.06, THE FORECLOSURE SALE REFERRED TO IN THIS DOCUMENT IS A SUPERIOR TRANSFER TAX LIEN SUBJECT TO RIGHT OF REDEMPTION UNDER CERTAIN CONDITIONS, THE FORECLOSURE IS SCHEDULED TO OCCUR ON SEPTEMBER 4, 2018.**

BY

**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.**

**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** pursuant to that certain Tax Lien Contract (the "Security Agreement") dated March 18, 2013 executed by Gary Willis as grantor(s) (whether one or more, hereinafter "Grantors"), Grantors conveyed to Sarah Taylor Kohm Trustee, all of their right, title, and interest in to the one or more parcels of real property described in the Security Agreement, together with all improvements thereon and including all other property set forth in the Security Agreement, to secure the payment of that certain Property Tax Payment Agreement (the "Obligation") dated March 18, 2013 in the original principal amount of \$5,930.96 executed by Grantors and payable to the Propel Financial Services, LLC aba Property Tax and any and all other indebtedness secured by the Security Agreement; and

**WHEREAS** the Security Agreement was filed in the Official Real Property Records of Dallas County, Texas under Instrument No. 201300090894 and

**WHEREAS** pursuant to the Security Agreement and that one or more certain Sworn Document Authorizing Transfer of Tax Lien, Consent(s) to Transfer of Tax Lien or Tax Lien Transfer Affidavit(s) or Affidavit(s) Under Property Tax Code 32.06 or Authorization For Transfer of Tax Lien or Affidavit Authorizing Transfer of Tax Lien executed by Grantor (whether one or more, the "Tax Lien Transfer Affidavit") and one or more certain Certified Statement of Transfer of Tax Lien, Certification(s) of Transfer of Tax Lien by Tax Assessor/Collector, Assignment of Tax Lien, Transfer Tax Lien, Transfer of Tax Lien Certification, Affidavit(s) Certifying Transfer of Tax Lien, or Certification(s) of Payment of Taxes Paid by Another Person and Transfer of Lien

2018 AUG 13 PM 2:26  
JEANNE WARREN  
COUNTY CLERK  
DALLAS COUNTY  
PROPERTY

FILED

Pursuant to Texas Tax Code Section 32.06 (whether one or more, the “Transfer of Tax Lien Certification”) executed on behalf of Dallas County, City of Irving, Irving ISD, Dallas County Community College, Parkland Hospital, Propel Financial Services, LLC and Property Tax has succeeded to the liens, rights and privileges of Dallas County, City of Irving, Irving ISD, Dallas County Community College, Parkland Hospital in accordance with Sections 32.05 – 32.065 of Texas Tax Code with respect to any property identified in the Tax Lien Transfer Affidavit and Transfer of Tax Lien Certification (such real property, together with property described in the Security Agreement being referred to herein as the “Property”); and

**WHEREAS** the Tax Lien Transfer Affidavit and Transfer of Tax Lien Certification were filed in the Official Real Property Records of Dallas County, Texas under Instrument Nos. 201300100733 and 201300108941; and

**WHEREAS** Propel Funding National 1, LLC (the “Beneficiary”) is the current owner and holder of the Obligation, is the Beneficiary under the Security Agreement and is the assignee of the liens originally transferred under the Tax Lien Transfer Affidavit and Transfer of Tax Lien Certification; and

**WHEREAS** Howard Marc Spector (the “Substitute Trustee”) has succeeded to all rights and interest of Sarah Taylor Kohm under the Security Agreement; and

**WHEREAS** the Beneficiary has directed the Substitute Trustee to enforce the power of sale granted under, *inter alia*, the Security Agreement and for the purpose of collecting the indebtedness secured under it, and to foreclose the tax liens assigned to Beneficiary by Dallas County, City of Irving, Irving ISD, Dallas County Community College, Parkland Hospital in accordance with Sections 32.05 – 32.065 of Texas Tax Code. Notice is given that before the sale, the Beneficiary may appoint another personal substitute trustee to conduct the sale; and

**WHEREAS** the sale is a non-judicial foreclosure of tax liens and security interests being conducted pursuant to the power of sale granted by the Security Agreement and Obligation executed by Gary Willis, and pursuant to the laws of the State of Texas; and

**WHEREAS** default has occurred under the Obligation and/or the Security Agreement; and

Therefore, Howard Marc Spector, Substitute Trustee, having an address of 12770 Coit Road, Suite 1100, Dallas, Texas 75251, hereby gives notice, that, after due posting, publication, and filing of this Notice, and after having given written notice of at least twenty-one (21) consecutive days by certified mail, return receipt, to (i) each owner of the Property, of which Beneficiary has actual knowledge as of the date hereof, at the last known address of each such owner, (ii) each debtor who, according to the records of the Beneficiary, is obligated to pay the debts owed to the Beneficiary which are secured by the Property, and (iii) the mortgage servicer or the holder of all recorded real property liens encumbering the Property, I will sell the Property at public auction on

**SEPTEMBER 4, 2018**, to the highest bidder or bidders at the area that has been designated pursuant to the order of the Commissioner's Court of Dallas County, Texas, as the general area where foreclosure sales are conducted, which is: on the North Side of the George Allen Courts Building facing Commerce Street below the overhang, 600 Commerce Street, Dallas, Texas or as designated by the County Commissioners.

Pursuant to Section 51.002 of the Texas Property Code, the foreclosure sale will begin no earlier than **10:00 a.m.** and no later than three hours after that time. The sale shall be completed by no later than 1:00 p.m.

The sale will be conducted as a public auction to the highest bidder for cash, subject to the right of the Beneficiary to have its bid credited to the Obligation up to the amount of the unpaid debt secured by the Security Agreement and liens evidenced by the Transfer of Tax Lien Certification. Other than the Beneficiary, those desiring to purchase the Property will need to demonstrate their ability to pay cash on the day the Property is sold.

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 SECURITY AGREEMENT AND AT PURCHASER'S OWN RISK.** 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 51.0075 of the Texas Property Code, the 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 Substitute Trustee. Pursuant to Security Agreement and applicable law, the Beneficiary has the right to direct the Substitute Trustee to sell the Property in one or more parcels and/or to sell all or only part of the Property.

The sale conducted pursuant to this Notice will be made subject to any valid and existing liens and any other title encumbrances affecting title to the Property or any part of the Property that are proved equal or superior to the liens and other rights of Beneficiary under its security instrument(s) or other recorded instruments.

A description of the Property to be sold is described on the attached "Exhibit A" which is incorporated by this reference for all purposes as if fully set forth herein.

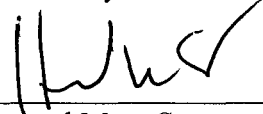
The instruments to be foreclosed are the Security Agreement, the Tax Lien Transfer Affidavit and the liens evidenced by the Transfer of Tax Lien Certification.

The Beneficiary may postpone, withdraw, or reschedule the sale for another day. In that case, the Substitute Trustee may not appear at the date, time, and place of the 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 filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

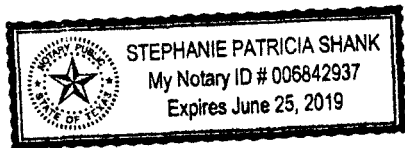
Questions concerning the sale may be directed to counsel for the Beneficiary: Howard Marc Spector, Spector & Johnson, PLLC, 12770 Coit Road, Suite 1100, Dallas, TX 75251; (214) 365-5377.

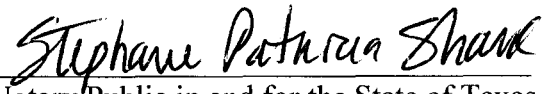
Witness my hand the 25<sup>th</sup> day of July, 2018.

  
\_\_\_\_\_  
Howard Marc Spector  
Substitute Trustee

STATE OF TEXAS           §  
  §  
COUNTY OF DALLAS   §

This instrument was acknowledged before me on the 25<sup>th</sup> day of July, 2018 by Howard Marc Spector, Substitute Trustee.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

My Commission Expires: 6-25-19

EXHIBIT "A"

<b>Property:</b>	BEING LOT 1 OF IDUS ASH SUBDIVISION, AN ADDITION TO THE CITY OF IRVING, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 12, PAGE 159, MAP RECORDS, DALLAS COUNTY, TEXAS.		
<b>Tax Account Number(s):</b>	3200850000010000	<b>Property Address:</b>	401 E 8th St, Irving, TX 75060

603 ELAINE DRIVE, IRVING, TX, 75060  
10610.0007

FILED  
2018 AUG 13 PM 2:10  
JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
BY \_\_\_\_\_ DEPUTY

**APPOINTMENT OF SUBSTITUTE TRUSTEE AND  
NOTICE OF SUBSTITUTE TRUSTEE SALE**

**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 AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

**APPOINTMENT OF  
SUBSTITUTE TRUSTEE:**

WHEREAS, in my capacity as the attorney for the Mortgagee and/or its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I hereby name, appoint and designate David Garvin, Jack Beckman, Michelle Schwartz, Kelly Goddard, Shelley Ortolani, Mary Mancuso, Robert Ortolani, Michele Hreha, Guy Wiggs, David Stockman, Brenda Wiggs, Denise Boerner, Donna Stockman, Tim Lewis, 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, Kathy Arrington, Travis Gray, Chris Ferguson, or Jack O'Boyle, each as Substitute Trustee, to act under and by virtue of said Deed of Trust, including posting and filing the public notice required under Section 51.002 Texas Property Code as amended, and to proceed with a foreclosure of the Deed of Trust lien securing the payment of the Note.

**SUBSTITUTE TRUSTEE'S  
ADDRESS:**

c/o JACK O'BOYLE & ASSOCIATES, Mailing Address: P.O. Box 815369, Dallas, Texas 75381;  
Physical Address: 12300 Ford Road, Suite 212, Dallas, TX 75234.

**NOTICE OF SUBSTITUTE  
TRUSTEE SALE:**

WHEREAS, default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on September 04, 2018 between the hours of 10am - 1pm the Substitute Trustee will sell said real property at the place hereinafter set out and pursuant to the terms herein described. The sale will begin at the earliest time stated above or within three (3) hours after that time.

**LOCATION OF SALE:**

The place of the sale shall be: THE OUTSIDE AREA ON THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG. in DALLAS County, Texas or as designated by the County Commissioners.

**INSTRUMENT TO BE  
FORECLOSED:**

Deed of Trust or Contract Lien dated 01/28/2003 and recorded under Volume, Page or Clerk's File No. INSTRUMENT # 2184329 BOOK: 2003024 PAGE: 9364 in the real property records of Dallas County Texas, with FELIX WELDON REYNOLDS AND ANNA LOUISE REYNOLDS, HUSBAND AND WIFE as Grantor(s) and RELIANCE MORTGAGE COMPANY as Original Mortgagee.

**OBLIGATIONS SECURED:**

Deed of Trust or Contract Lien executed by FELIX WELDON REYNOLDS AND ANNA LOUISE REYNOLDS, HUSBAND AND WIFE securing the payment of the indebtedness in the original principal amount of \$154,500.00 and obligations therein described including but not limited to the promissory note and all the modifications, renewals and extensions of the promissory note (the "Note") executed by FELIX WELDON REYNOLDS, ANNA LOUISE REYNOLDS. CAM XIX Trust is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

**MORTGAGE SERVICING  
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 property securing the above referenced loan. Planet Home Lending, LLC is acting as the Mortgage Servicer for CAM XIX Trust who is the Mortgagee of the Note and Deed of Trust associated with the above referenced

loan. Planet Home Lending, LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

CAM XIX Trust  
c/o Planet Home Lending, LLC  
321 Research Parkway, Suite 303, Meriden, CT 06450

**LEGAL DESCRIPTION OF  
PROPERTY TO BE SOLD:**

BEING THE NORTH 46.44 FEET OF LOT 3 AND THE SOUTH 24.56 FEET OF LOT 2 IN BLOCK A OF WESTBROOK ADDITION, AN ADDITION TO THE CITY OF IRVING, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP RECORDED IN VOLUME 19, PAGE 287 OF MAP RECORDS OF DALLAS COUNTY, TEXAS. PARCEL NO: 32-57150-001-003-0100 (the "Property")

**REPORTED PROPERTY**

**ADDRESS:** 603 ELAINE DRIVE, IRVING, TX 75060

**TERMS OF SALE:** The Substitute Trustee will sell the Property by public auction at the place and date specified herein.

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 and the priority of the lien being foreclosed.

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 Mortgagee and/or Mortgage Servicer 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 priority, nature and extent of such matters, if any.

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagee and/or Mortgage Servicer, or its attorney(s).


The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein 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 refilled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this 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.**

Signed on the 9 day of August, 20 18

Respectfully,

JACK O'BOYLE & ASSOCIATES

  
\_\_\_\_\_  
Jack O'Boyle | SBN: 15165300  
[jack@jackoboyle.com](mailto:jack@jackoboyle.com)

Travis H. Gray | SBN: 24044965  
[travis@jackoboyle.com](mailto:travis@jackoboyle.com)

Chris S. Ferguson | SBN: 24069714  
[chris@jackoboyle.com](mailto:chris@jackoboyle.com)

P.O. Box 815369

Dallas, Texas 75381

P: 972.247.0653 | F: 972.247.0642

ATTORNEYS FOR MORTGAGEE AND/OR ITS MORTGAGE  
SERVICER



**FILED**

1123 MITCHELL ROAD, IRVING, TX, 75060  
10610.0011

**2018 AUG -7 PM 1:33**

**JOHN F. WARREN**  
**COUNTY CLERK**  
**DALLAS COUNTY**  
**DEPUTY**

**APPOINTMENT OF SUBSTITUTE TRUSTEE AND**  
**NOTICE OF SUBSTITUTE TRUSTEE SALE**

**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 AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

**APPOINTMENT OF  
SUBSTITUTE TRUSTEE:**

WHEREAS, in my capacity as the attorney for the Mortgagee and/or its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I hereby name, appoint and designate David Garvin, Jack Beckman, Michelle Schwartz, Kelly Goddard, Shelley Ortolani, Mary Mancuso, Robert Ortolani, Michele Hreha, Guy Wiggs, David Stockman, Brenda Wiggs, Denise Boerner, Donna Stockman, Tim Lewis, 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, Kathy Arrington, Travis Gray, Chris Ferguson, or Jack O'Boyle, each as Substitute Trustee, to act under and by virtue of said Deed of Trust, including posting and filing the public notice required under Section 51.002 Texas Property Code as amended, and to proceed with a foreclosure of the Deed of Trust lien securing the payment of the Note.

**SUBSTITUTE TRUSTEE'S  
ADDRESS:**

c/o JACK O'BOYLE & ASSOCIATES, Mailing Address: P.O. Box 815369, Dallas, Texas 75381;  
Physical Address: 12300 Ford Road, Suite 212, Dallas, TX 75234.

**NOTICE OF SUBSTITUTE  
TRUSTEE SALE:**

WHEREAS, default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on September 04, 2018 between the hours of 10am - 1pm the Substitute Trustee will sell said real property at the place hereinafter set out and pursuant to the terms herein described. The sale will begin at the earliest time stated above or within three (3) hours after that time.

**LOCATION OF SALE:**

The place of the sale shall be: THE OUTSIDE AREA ON THE NORTHSIDE OF THE GEORGE ALLEN COURTS BUILDING FACING COMMERCE STREET BELOW THE OVERHANG. in DALLAS County, Texas or as designated by the County Commissioners.

**INSTRUMENT TO BE  
FORECLOSED:**

Deed of Trust or Contract Lien dated 06/09/2005 and recorded under Volume, Page or Clerk's File No. BOOK: 2005132 PAGE: 8626 INSTRUMENT # 3422550 in the real property records of Dallas County Texas, with CHARLES R. SHEPHERD, JR. AND LEONA RUTH SHEPHERD, HUSBAND AND WIFE as Grantor(s) and Wells Fargo Bank, N.A. as Original Mortgagee.

**OBLIGATIONS SECURED:**

Deed of Trust or Contract Lien executed by CHARLES R. SHEPHERD, JR. AND LEONA RUTH SHEPHERD, HUSBAND AND WIFE securing the payment of the indebtedness in the original principal amount of \$157,000.00 and obligations therein described including but not limited to the promissory note and all the modifications, renewals and extensions of the promissory note (the "Note") executed by CHARLES R. SHEPHERD JR, LEONA RUTH SHEPHERD. CAM XIX Trust is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

**MORTGAGE SERVICING  
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 property securing the above referenced loan. Planet Home Lending, LLC is acting as the Mortgage Servicer for CAM XIX Trust who is the Mortgagee of the Note and Deed of Trust associated with the above referenced

loan. Planet Home Lending, LLC, as Mortgage Servicer, is representing the Mortgagee, whose address is:

CAM XIX Trust  
c/o Planet Home Lending, LLC  
321 Research Parkway, Suite 303, Meriden, CT 06450

**LEGAL DESCRIPTION OF  
PROPERTY TO BE SOLD:**

LOT 11, BLOCK G, SHADY GROVE PARK, AN ADDITION IN IRVING, TEXAS, ACCORDING TO THE REVISED PLAT RECORDED IN VOLUME 25, PAGE 177, MAP RECORDS, DALLAS COUNTY, TEXAS (the "Property")

**REPORTED PROPERTY  
ADDRESS:**

1123 MITCHELL ROAD, IRVING, TX 75060

**TERMS OF SALE:** The Substitute Trustee will sell the Property by public auction at the place and date specified herein.

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 and the priority of the lien being foreclosed.

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 Mortgagee and/or Mortgage Servicer 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 priority, nature and extent of such matters, if any.

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagee and/or Mortgage Servicer, or its attorney(s).


The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein 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 filing requirements of the Texas Property Code. The reposting or refiled may be after the date originally scheduled for this 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.**


Signed on the 6 day of August, 2018

Respectfully,

JACK O'BOYLE & ASSOCIATES

  
\_\_\_\_\_  
Jack O'Boyle | SBN: 15165300

[jack@jackoboyle.com](mailto:jack@jackoboyle.com)

 Travis H. Gray | SBN: 24044965

[travis@jackoboyle.com](mailto:travis@jackoboyle.com)

\_\_\_\_\_  
Chris S. Ferguson | SBN: 24069714

[chris@jackoboyle.com](mailto:chris@jackoboyle.com)

P.O. Box 815369

Dallas, Texas 75381

P: 972.247.0653 | F: 972.247.0642

ATTORNEYS FOR MORTGAGEE AND/OR ITS MORTGAGE  
SERVICER

**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:** September 04, 2018

**Time:** 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 May 29, 2003 and recorded in Document VOLUME 2003111 PAGE 21534 real property records of DALLAS County, Texas, with TRACE ROWLAND, grantor(s) and WASHINGTON MUTUAL BANK, FA, mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by TRACE ROWLAND, securing the payment of the indebtednesses in the original principal amount of \$94,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION 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. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o JPMORGAN CHASE BANK, NATIONAL ASSOCIATION  
3415 VISION DRIVE  
COLUMBUS, OH 43219

MICHAEL HARRISON, ROBERT FORSTER, JEFFREY FLEMING, LAUREN CHRISTOFFEL, JOHN BEAZLEY, KENNY SHIREY, RICK MONTGOMERY, CRAIG MUIRHEAD, AARON PARKER, CLAY GOLDEN, BRENT GRAVES, WENDY LAMBERT, TERRY WATERS, SHAWN SCHILLER, MATTHEW HANSEN, LOGAN THOMAS, GUY WIGGS, RUSSELL STOCKMAN, DAVID STOCKMAN, TIM LEWIS  
Substitute Trustee

c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
4004 Belt Line Road, Suite 100  
Addison, Texas 75001

Active Duty Notifications: Special Loans Unit /CHASE Home Lending Attn: SCRA/2210 Enterprise Drive /Florence, SC 29501 /Fax: 843 413 5433/scra.military.orders@chase.com

**Certificate of Posting**

My name is \_\_\_\_\_, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001. I declare under penalty of perjury that on \_\_\_\_\_ I filed at the office of the DALLAS County Clerk and caused to be posted at the DALLAS County courthouse this notice of sale.

Declarant's Name: \_\_\_\_\_  
Date: \_\_\_\_\_

BY \_\_\_\_\_  
DALLAS COUNTY  
COUNTY CLERK  
JOHN E. WARREN

2018 AUG 13 PM 2:32

FILED



NOS0000007735863

**EXHIBIT "A"**

SITUATED IN DALLAS COUNTY, TEXAS, AND BEING UNIT 1 IN BUILDING AS, PLUS AN UNDIVIDED INTEREST IN THE COMMON ELEMENTS AS MORE FULLY DESCRIBED IN THE CONDOMINIUM DECLARATION OF LAS BRISAS HILLS CONDOMINIUMS, A CONDOMINIUM REGIME IN THE CITY OF IRVING, TEXAS, ACCORDING TO THE DECLARATION THEREOF RECORDED IN VOLUME 81179, PAGE 902 OF THE CONDOMINIUM RECORDS OF DALLAS COUNTY, TEXAS, WITH ANY AND ALL AMENDMENTS OR SUPPLEMENTS THERETO; AND FIRST AMENDMENT RECORDED IN VOLUME 81194, PAGE 392, DEED RECORDS, DALLAS COUNTY, TEXAS; AND SUPPLEMENTAL DECLARATIONS RECORDED IN VOLUME 83169, PAGE 4299, DEED RECORDS, DALLAS COUNTY, TEXAS AND RECORDED IN VOLUME 83169, PAGE 4320, DEED RECORDS, DALLAS COUNTY, TEXAS; AND SECOND AMENDMENT TO DECLARATION AND MASTER DEED RECORDED IN VOLUME 85180, PAGE 4373, DEED RECORDS, DALLAS COUNTY, TEXAS, AND THIRD AMENDMENT TO DECLARATION AND MASTER DEED RECORDED IN VOLUME 86101, PAGE 5355, DEED RECORDS, DALLAS COUNTY, TEXAS.



NOS0000007735863

**NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE**

**DEED OF TRUST INFORMATION:**

**Date:** 11/21/2008  
**Grantor(s):** JAMES ROLLINS, III AND WIFE, SHAMEKA TAYLOR-ROLLINS  
**Original Mortgagee:** MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR ASCENT HOME LOANS, INC., ITS SUCCESSORS AND ASSIGNS  
**Original Principal:** \$108,073.00  
**Recording Information:** Instrument 20080379293  
**Property County:** Dallas  
**Property:** LOT 39, BLOCK 3 OF FIRST INSTALLMENT OF NORTHWEST PARK, AN ADDITION TO THE CITY OF IRVING, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 176, PAGE 2424, MAP RECORDS, DALLAS COUNTY, TEXAS.  
**Reported Address:** 3917 RAINIER STREET, IRVING, TX 75062

**MORTGAGE SERVICING INFORMATION:**

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

**Current Mortgagee:** JPMorgan Chase Bank, National Association  
**Mortgage Servicer:** JPMorgan Chase Bank, N.A.  
**Current Beneficiary:** JPMorgan Chase Bank, National Association  
**Mortgage Servicer Address:** PO Box 1015238, Columbus, OH 43219

**SALE INFORMATION:**

**Date of Sale:** Tuesday, the 4th day of September, 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, 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, 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, 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.

BY \_\_\_\_\_  
DEPUTY  
JOHN E. WARREN  
COUNTY CLERK  
DALLAS COUNTY

2018 AUG 13 PM 2:09

FILED

**NOTICE OF ASSESSMENT LIEN 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.**

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

NOW ALL MEN BY THESE PRESENTS:

WHEREAS, on the 19<sup>th</sup> day of June, 2018, a Notice of Lien was filed of record at Document No. 201800161190, in the Official Public Records of Dallas County, Texas, covering the real property herein described, concerning default in payment of the indebtedness owing by **CYNTHIA HERNANDEZ**, the present owner of said real property, to the Association of Owners of Regency Park Condominium a/k/a Regency Park Home Owners Association (the "Association"); and

WHEREAS, the said **CYNTHIA HERNANDEZ** has continued to default in the payment of the indebtedness to the Association and the same is now wholly due, and the Association, acting by and through its duly authorized agent, intends to sell the herein described property to satisfy the present indebtedness of said owner to the Association.

NOW, THEREFORE, notice is hereby given that on Tuesday, the 4<sup>th</sup> day of September, 2018, between 10:00 o'clock a.m. and 4:00 o'clock p.m., the Association will sell said real estate in the area outside on the North side of the George Allen Courts Building facing Commerce Street below the overhang, 600 Commerce Street, Dallas, Dallas County, Texas, to the highest bidder for cash, subject to all superior liens and encumbrances of record. The earliest time at which said sale will begin will be 10:00 o'clock a.m., and the sale will take place not later than three (3) hours after that time.

Said real estate is described as follows:

**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.**

Witness my hand this 10<sup>th</sup> day of August, 2018.

**ASSOCIATION OF OWNERS OF REGENCY PARK  
CONDOMINIUM a/k/a REGENCY PARK HOME  
OWNERS ASSOCIATION**

By: 

Robert M. Blend  
Duly Authorized Agent  
14131 Midway Road, Suite 1240  
Addison, Texas 75001

This notice was posted by me on the 10<sup>th</sup> day of August, 2018, on the posting board at the George Allen Courts Building, 600 Commerce Street, in Dallas, Texas.

**FILED**  
**2018 AUG 10 AM 9:50**  
**JOHN F. WARREN**  
**COUNTY CLERK**  
**DALLAS COUNTY**  
BY \_\_\_\_\_ DEPUTY

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
Print Name

**EXHIBIT "A"**

Being Unit No. 121, in Building 5, Block A, and its appurtenant undivided interest in and the General and Limited Common Elements of Regency Park Condominiums, a Condominium regime in the City of Irving Dallas County, Texas, according to the Declaration, recorded in Volume 74070, Page 1476, Condominium Records, Dallas County, Texas.



**NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE**

**DEED OF TRUST INFORMATION:**

**Date:** 01/15/2003  
**Grantor(s):** NEMELEE L. JIAO AND WILBERT D. JIAO, WIFE AND HUSBAND  
**Original Mortgagee:** NEW HOME TEAM FINANCIAL, LTD BY TXL MANAGEMENT CORPORATION, ITS GENERAL PARTNER  
**Original Principal:** \$181,000.00  
**Recording Information:** Book 2003022 Page 03470 Instrument 2179231  
**Property County:** Dallas  
**Property:** BEING LOT 21, BLOCK B OF MANDOLIN COLLECTION, PHASE II, AN ADDITION TO THE CITY OF IRVING, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 87018, PAGE 4450, MAP RECORDS, DALLAS COUNTY, TEXAS.  
**Reported Address:** 9440 BLUE JAY WAY, IRVING, TX 75063

**MORTGAGE SERVICING INFORMATION:**

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

**Current Mortgagee:** Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America  
**Mortgage Servicer:** Seterus, Inc.  
**Current Beneficiary:** Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing under the laws of the United States of America  
**Mortgage Servicer Address:** 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

**SALE INFORMATION:**

**Date of Sale:** Tuesday, the 4th day of September, 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, 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, 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, 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.

BY  
JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY  
DEPUTY  
2018 AUG -9 PM 2:24

FILED

**NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE**

**DEED OF TRUST INFORMATION:**

**Date:** 06/27/2003  
**Grantor(s):** LORI A. DAVIS AND JAMES DAVIS, WIFE AND HUSBAND  
**Original Mortgagee:** WORLD SAVINGS BANK, FSB  
**Original Principal:** \$64,500.00  
**Recording Information:** Book 2003 127 Page 06608 Instrument 2409995  
**Property County:** Dallas  
**Property:**

ALL THAT CERTAIN REAL PROPERTY SITUATED IN THE COUNTY OF DALLAS STATE OF TEXAS, DESCRIBED AS FOLLOWS: LOT 10 IN BLOCK E OF MAYFLOWER ADDITION NO. 3, AN ADDITION TO THE CITY OF IRVING, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 18, PAGE 159, MAP RECORDS, DALLAS COUNTY, TEXAS.

**Reported Address:** 123 WANDA DRIVE, IRVING, TX 75061

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

**SALE INFORMATION:**

**Date of Sale:** Tuesday, the 4th day of September, 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):** Shelley Ortolani, Michele Hreha, Robert Ortolani, Mary Mancuso, Francesca Ortolani, Michael Burns, Elizabeth Hayes, 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 Shelley Ortolani, Michele Hreha, Robert Ortolani, Mary Mancuso, Francesca Ortolani, Michael Burns, Elizabeth Hayes, 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. Shelley Ortolani, Michele Hreha, Robert Ortolani, Mary Mancuso, Francesca Ortolani, Michael Burns, Elizabeth Hayes, 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.

BY \_\_\_\_\_  
DEPUTY  
JOHN F. WARREN  
COUNTY CLERK  
DALLAS COUNTY

2018 AUG - 2 AM 10: 33

FILED