

FILED
2019 JAN 14 PM 12:49
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
PROPERTY

C&S No. 44-18-3659 / Conventional / Yes / FILE NOS
PHH Mortgage Corporation

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: June 06, 2001

Grantor(s): Earle N Kneale, a married person and Nancy J Kneale, a married person
Original Trustee: Burke, Wilson, Castle, Daffin & Frappier
Original Mortgagee: Century 21 Mortgage
Recording Information: Clerk's File No. 1412808, in the Official Public Records of DALLAS County, Texas.
Current Mortgagee: PHH Mortgage Corporation
Mortgage Servicer: PHH Mortgage Corporation, whose address is C/O One Mortgage Way, Mt. Laurel, NJ 08054 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.

Legal Description:

LOT 4, BLOCK 1 OF LAKERIDGE ESTATES NO. 3, AN ADDITION TO THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 97147, PAGE 3507, MAP RECORDS, DALLAS COUNTY, TEXAS.

Date of Sale: 02/05/2019 **Earliest Time Sale Will Begin:** 1:00 PM

APPOINTMENT OF SUBSTITUTE TRUSTEE

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, the undersigned hereby APPOINTS AND DESIGNATES Shelley Ortolani, Mary Mancuso, Brett Baugh, Kenny Shirey, Rick Montgomery, Craig Muirhead, Clay Golden, Robert Aguilar, Brent Graves, John Beazley, Wendy Lambert, Troy Robinett, Robert Ortolani, Michele Hreha, Aaron Parker, Mark Buleziuk, Matt Hansen, David Stockman, Brenda Wiggs, Denise Boerner, Guy Wiggs, Donna Stockman, Tim Lewis, Frederick Britton, Terry Waters, Michelle Schwartz, Francesca Ortolani, Kathy Arrington, Thomas Delaney, Danya Gladney or Lisa Cockrell as Substitute Trustee

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.



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.

Executed on this the 10th day of January, 2019.

For Information:

"Auction.com
1 Mauchly
Irvine, CA 92618



Nicole M. Bartee, Attorney at Law
Codilis & Stawiarski, P.C.
400 N. Sam Houston Pkwy E, Suite 900A
Houston, TX 77060
(281) 925-5200

Posted and filed by: _____

Printed Name: _____

C&S No. 44-18-3659 / Conventional / Yes
PHH Mortgage Corporation

FILED

NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE

2019 JAN 10 AM 10:01

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.

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
DEPUTY

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

LOT 9, BLOCK B, RIDGECOVE, AN ADDITION TO THE CITY OF ROWLETT, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 98137, PAGE 110, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

Commonly known as: 2506 Brittany Dr., Rowlett, TX 75088

2. Instrument to be Foreclosed. The instrument to be foreclosed is the deed of trust to Texans Credit Union, recorded on 12/03/2015 as Instrument No. 201500320454 in the real property records of Dallas County, Texas. The holder or servicer of the instrument is: Texans Credit Union.

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

Date: 02/05/2019

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: On the north side of the George Allen Courts Building facing Commerce Street below the overhang, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court, 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 filing requirements of the Texas Property Code. The reposting or refiled may be after the date originally scheduled for this sale.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.



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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 James Fred Wilburn, Jr., a single man.

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 \$199,900.00, executed by James Fred Wilburn, Jr., and payable to the order of Texan Credit Union; (b) all renewals and extensions of the note; (c) any and all present and future indebtednesses of James Fred Wilburn, Jr., a single man to Texan Credit Union. Texan Credit Union 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, Michele Hreha, Francesca Ortolani, Robert Ortolani, Michelle Schwartz, Guy Wiggs, David Stockman, Brenda Wiggs, Denise Boerner, Donna Stockman, Tim Lewis,

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Kathy Arrington, 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.

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.

 4 JAN 2019
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.

SEE ATTACHED FOR ADDITIONAL IMPORTANT DISCLOSURES

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

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, Texans Credit Union 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. within 30 days of your receipt of this notice that you dispute the validity of the amount owed to Texans Credit Union or any portion thereof, the debt will be assumed to be valid. The sum owing as of 01/11/2019 is \$179,887.06 which consists of: Unpaid Principal Balance: \$172,497.88, Interest: \$2,729.22, Late Charges: \$345.10, Escrow Advance \$4,193.26, Other Fees: \$26.00, NSF Fees: \$95.60. TOTAL REQUIRED TO PAYOFF: \$179,887.06. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, and adjustment may be necessary after we receive your payment.

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.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date: 12/29/2004
Grantor(s): LARRY G ROBERTSON AKA LARRY ROBERTSON AND YOUNGIE M ROBERTSON
AKA YOUNGIE ROBERTSON
Original Mortgagee: ARGENT MORTGAGE COMPANY, LLC
Original Principal: \$150,400.00
Recording Information: Book 2005004 Page 05924 Instrument 3196694
Property County: Dallas
Property: LOT 12, BLOCK 1, OF SPRINGFIELD ADDITION, SECTION 4, AN ADDITION TO THE
CITY OF ROWLETT, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP
THEREOF RECORDED IN VOLUME 87040, PAGE 2438, OF THE MAP RECORDS OF
DALLAS COUNTY, TEXAS.
Reported Address: 7005 TREMONT LANE, ROWLETT, TX 75089

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc.,
Quest Trust 2005-X2, Asset Backed Certificates, Series 2005-X2
Mortgage Servicer: Ocwen Loan Servicing, LLC
Current Beneficiary: Deutsche Bank National Trust Company, as Trustee for Ameriquest Mortgage Securities Inc.,
Quest Trust 2005-X2, Asset Backed Certificates, Series 2005-X2
Mortgage Servicer Address: 1661 Worthington Rd, Suite 100, West Palm Beach, FL 33409

SALE INFORMATION:

Date of Sale: Tuesday, the 5th day of February, 2019
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, Sammy Hooda, 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, Sammy Hooda, 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, Sammy Hooda, 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.

FILED
2019 JAN 10 AM 10:03
JOHN E. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ COUNTY