

FILED

NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE SALE

9 JAN 10 AM 10:01

JOHN F. WARR
COUNTY CLERK
DALLAS COUNTY

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 UNIT E, OF 4152 EMERSON CONDOMINIUMS TO THE CITY OF UNIVERSITY PARK, DALLAS COUNTY, TEXAS, ACCORDING TO THE REVISED MAP THEREOF RECORDED IN VOLUME 2005030, PAGE 9, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

Commonly known as: 4152 Emerson Avenue #E, University Park, TX 75205

2. Instrument to be Foreclosed. The instrument to be foreclosed is the deed of trust to Mortgage Electronic Registration Systems, Inc. as nominee for Cornerstone Mortgage Company, recorded on 07/19/2007 as Instrument No. 20070259557 in the real property records of Dallas County, Texas. Assignment of Deed of Trust to Texas Credit Union recorded on 08/17/2007 as Instrument No. 20070297515 of 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 1:00pm 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

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posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

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.

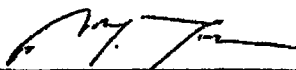
5. **Type of Sale.** The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Roger MacDonell and Sharon L. MacDonell husband and wife.

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 \$513,600.00, executed by Roger MacDonell, and payable to the order of Cornerstone Mortgage Company; (b) all renewals and extensions of the note; (c) any and all present and future indebtednesses of Roger MacDonell and Sharon L. MacDonell husband and wife to Cornerstone Mortgage Company. Texans Credit Union is the current holder of the Obligations and is the beneficiary under the deed of trust.

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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, 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 \$524,079.01 which consists of: Unpaid Principal Balance: \$501,536.47 , Interest: \$18,185.02 , Late Charges: \$1,181.28 , Escrow Balance: \$3,090.24 , Other Fees: \$86.00 . TOTAL REQUIRED TO PAYOFF: \$524,079.01 . 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.

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NOTICE OF SUBSTITUTE TRUSTEE'S SALE

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

WHEREAS, by that certain Deed of Trust (the "Deed of Trust") dated as of September 24, 2010, executed by Jonathan C. Scott and Michelle L. Scott, (collectively, the "Grantor"), to Dale R. Duboskas, Trustee ("Trustee") originally for the benefit of Origin Bank f/k/a Community Trust Bank (the "Beneficiary"), filed for record as Document No. 201000251152, in the Real Property Records of Dallas County, Texas (the "Records"), in which Grantor conveyed to Trustee certain property (the "Property") situated in Dallas County, Texas, which Property includes the real property and the improvements thereon, all as described in the Deed of Trust, said real property being more particularly described by lot, block and plat description on **Exhibit "A"** attached hereto and fully incorporated herein by reference for all purposes, to secure the repayment of that certain Promissory Note (the "Note") dated on or about September 24, 2010 in the original principal amount of \$3,220,000.00, executed by Grantor, as Maker, and payable to the order of the Beneficiary, and any and all other indebtedness secured by and described in the Deed of Trust; and

WHEREAS, the Note, the Deed of Trust, and all other documents and instruments executed in connection with or as security for the Note are owned and held by Beneficiary; and

WHEREAS, the Note is in default and the entire unpaid balance thereof is due and payable, and Beneficiary has demanded payment of each party entitled to demand, and intends to have the power of sale set forth in the Deed of Trust enforced; and

BY _____
DALLAS COUNTY
COUNTY CLERK
JOHN E. WARREN
2019 JAN 15 PM 2:26

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WHEREAS, the Deed of Trust grants Beneficiary the right, from time to time, with or without cause, to appoint a substitute or successor trustee to act instead of the trustee named therein, by an instrument in writing; and

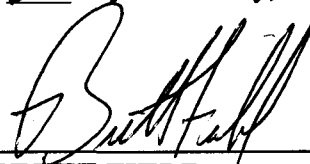
WHEREAS, the Beneficiary has determined to appoint **BRETT FIELD** at 8750 North Central Expressway, Suite 625, Dallas, Texas 75231, as Substitute Trustee under the Deed of Trust, and to direct the Substitute Trustee or their duly appointed nominee to enforce the power of sale in accordance with the Deed of Trust for the purpose of collecting the indebtedness described therein, after giving notice of the time, place and terms of said sale, and a description of the property to be sold, pursuant to the Deed of Trust and the laws of the State of Texas.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

THAT I, BRETT FIELD, Substitute Trustee, hereby give notice that I, as duly-appointed Substitute Trustee, or my duly appointed nominee, will accordingly, after due publication of this Notice, after the filing of a copy of this Notice with the Office of the County Clerk of Dallas County, Texas, and after having given written notice of such sale by certified mail to each debtor obligated to pay the Note and indebtedness secured by the Deed of Trust according to the records of Beneficiary as required by the Deed of Trust and the laws of the State of Texas, all of which have been completed at least twenty-one (21) days next before the date of such sale, sell the Property (including, without limitation, all improvements and fixtures) at public auction to the highest bidder or bidders for cash on the front steps of the Dallas County Courthouse (or at any other such area of the Dallas County Courthouse designated by the Commissioners Court of Dallas County pursuant to Section 51.002 of the Texas Property Code) in Dallas County, Texas, in the City of Dallas, Dallas County, Texas between the hours of 1:00 p.m. and 4:00 p.m., Central Time, on the first Tuesday in February, 2019, the same being the 5th day of February, 2019. The earliest

time at which the sale shall begin is 1:00 p.m. Central Time.

EXECUTED in multiple originals on this the 15th day of January, 2019.



BRETT FIELD
8750 N. Central Expressway, #625
Dallas, Texas 75231
Substitute Trustee
(972) 458-5353

**AFTER RECORDING
RETURN TO:**

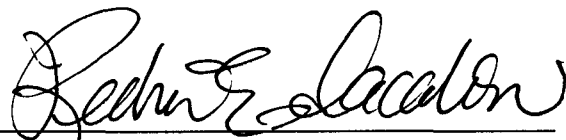
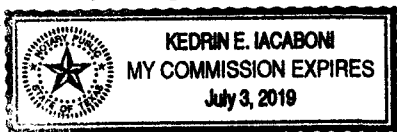
Brett Field
Stromberg Stock, PLLC
8750 N. Central Expressway, #625
Dallas, Texas 75231

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 15th day of January, 2019, by **Brett Field**, an individual, in his capacity as Substitute Trustee.

[Notary Seal]



Notary Public in and for the State of Texas

EXHIBIT "A"

Legal Description

Lot 4A, Block 3, Second Section of Francis Daniel Park, an addition to the City of University Park, Dallas County, Texas, according to the Amended Plat thereof recorded under Clerk's File No. 20070433909, Real Property Records, Dallas County, Texas.