



LAW FIRM of CALEB MOORE, PLLC

Mailing & Physical Address:
2205 Martin Drive, Ste 200
Bedford, TX 76021

Telephone: (817) 953-2420
Facsimile: (817) 581-2540
cmoore@thedfwlawfirm.com

NOTICE OF TRUSTEE'S SALE / NOTICE OF DEFAULT AND ACCELERATION

Deed of Trust Information

Second Deed of Trust

Date: 12/7/17; 12/7/17

Grantor: Bapa Brooklyn 2004, LLC

Mortgagee/Lender: Kristina Mabey and Equity Trust Company Custodian fbo Kristina Mabey DCD Mark Mabey IRA Equity Trust Company

Deed of Trust-Real Property Records of Dallas County, Texas, Document #201700349505 in the amount of \$185,100.00; and

Second Deed of Trust-Real Property Records of Dallas County, Texas, Document # 201700349506 in the amount of \$98,900.00.

Property:

Being all of Lot 11A, Block 3, a Replat of Lots 11 and 12, of Woodhaven Addition, an Addition to the City of Duncanville, Dallas County, Texas, According to the Plat Recorded in Clerk's File No. 20070133331, Map Records, Dallas County, Texas. Aka: 202 E. Red Bird Lane, Duncanville, Texas 75116.

Address: 202 E. Red Bird Lane, Duncanville, Texas 75116.

The outstanding balance owed under the loan documents is \$331,535.00

Sale Information

Date: June 4, 2019

Time: 1:00 p.m. or within 3 hours thereafter

Place of Sale: North Side of the George Allen Courts Building facing 600 Commerce Street Dallas, TX 75202 below the overhang, or as designated by the County Commissioners.

FILED
2019 MAY 13 PM 4:00
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

Substitute Trustee: Caleb Moore 2205 Martin Drive, Ste. 200, Bedford, TX 76021.

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 re-filed in accordance with the posting and filing requirements of the Texas Property Code. The reposting or re-filing may be after the date originally scheduled for this sale.

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust, and the indebtedness evidenced therein is now wholly due, the owner and holder of said indebtedness has requested the undersigned to sell the Property to satisfy same.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, June the 4th, 2019, between the hours of 1:00pm and 4:00pm, I will sell said real estate at the area designated by the Dallas County Commissioners for such sales, to the highest bidder for cash. Said sale will begin at 1:00 p.m. or not later than three (3) hours thereafter.

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.

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 non-judicial deed-of-trust foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust.

The real property and personal property encumbered by the deed of trust will be sold at the sale in accordance with the provisions of the deed of trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

Default and Request to Act. Default has occurred under the deed of trust, and the beneficiary has requested me, as substitute trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

You have failed to cure the defaults under the Loan Documents described above. As a result, **Creditor hereby accelerates all sums due and owing under the Loan Documents.** In accordance with the terms of the Loan Documents, demand is hereby made for payment of all outstanding principal, accrued interest, fees, and expenses due under the Loan Documents.

The outstanding balance owed under the loan documents is \$331,535.00

You are hereby notified that Creditor, at its option, may now exercise any or all of the rights and remedies available to it under the Loan Documents or at law, including, but not limited to, (a) foreclosing, liquidating, or otherwise realizing upon all or any portion of the collateral securing the Loan Documents, (b) offsetting sums due to you or any Guarantor from Creditor against sums due by you or any Guarantor to Creditor, (c) notifying all tenants or lessees of the mortgaged property to make payments directly to Creditor, and (d) initiating legal proceedings against you and any or all Guarantors.

You are advised that, if any collateral securing the Loan Documents is foreclosed upon, liquidated, or otherwise realized upon, and the amount bid is not sufficient to satisfy all sums due and owing under the Loan Documents, including, but limited to, principal, interest, trustee fees, attorney fees, and other expenses incurred in connection therewith, you are liable for the deficiency.

Your failure to pay the amount set forth above in the form of a Cashier's Check on or before **the sale date and time stated above**, shall result in the note holder selling the property to the highest bidder for cash at the Dallas County courthouse where foreclosure sales are normally held, said foreclosure to take place between the hours of 10am and 1pm. No partial payments shall be accepted.

PLEASE BE ADVISED THAT THIS FIRM IS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT, AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

WITNESS MY HAND this 13th day of May, 2019.



Caleb Moore, Substitute Trustee
2205 Martin Drive, Suite 200
Bedford, Texas 76021
817-953-2420

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.

SELECT PORTFOLIO SERVICING, INC. (SPS)
WILLIAMS, SHONDRA
108 BUSHEL LANE, DALLAS, TX 75241

CONVENTIONAL
Firm File Number: 19-032725

FILED
019MAY 13 AM 11:08
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY

NOTICE OF TRUSTEE'S SALE

WHEREAS, on May 31, 2006, SHONDRA NADINE WILLIAMS, A SINGLE WOMAN, as Grantor(s), executed a Deed of Trust conveying to ALLAN B. POLUNSKY, as Trustee, the Real Estate hereinafter described, to LONG BEACH MORTGAGE COMPANY in payment of a debt therein described. The Deed of Trust was filed in the real property records of **DALLAS COUNTY, TX** and is recorded under Clerk's File/Instrument Number 200600202852, to which reference is herein made for all purposes.

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

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **Tuesday, June 4, 2019** between ten o'clock AM and four o'clock PM and beginning not earlier than 10:00 AM or not later than three hours thereafter, I will sell said Real Estate in the area designated by the Commissioners Court, of **Dallas** 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 of Trustee's Sale was posted.

Said Real Estate is described as follows: In the County of Dallas, State of Texas:

BEING LOT 16, IN BLOCK H, OF WHEATLAND MEADOWS PHASE 2, AN ADDITION TO THE CITY OF DUNCANVILLE, DALLAS COUNTY, TEXAS ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 2005179, PAGE 151 OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

Property Address: 108 BUSHEL LANE
DALLAS, TX 75241
Mortgage Servicer: SELECT PORTFOLIO SERVICING, INC.
Noteholder: DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE, IN TRUST FOR REGISTERED HOLDERS OF LONG BEACH MORTGAGE LOAN TRUST 2006-6, ASSET-BACKED CERTIFICATES, SERIES 2006-6
3217 S. DECKER LAKE DR.
SALT LAKE CITY, UTAH 84119

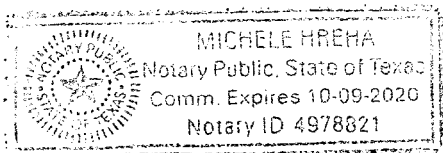
The Mortgage Servicer is authorized to represent the Noteholder by virtue of a servicing agreement with the Noteholder. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

Shelley Ortolani
SUBSTITUTE TRUSTEE
Shelley Ortolani, Michole Hreha, Mary Mancuso or Francesca Ortolani
c/o Shapiro Schwartz, LLP
13105 Northwest Freeway, Suite 1200
Houston, TX 77040
(713)462-2565

THE STATE OF Texas
COUNTY OF Dallas

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Shelley Ortolani, Substitute Trustee, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed, in the capacity therein stated.

20 19 GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of May



Michele Hreha
NOTARY PUBLIC in and for Dallas COUNTY,
My commission expires: 10-9-2020
Type or Print Name of Notary
Michele Hreha

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 military service to the sender of this notice immediately.