

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: June 04, 2019

Time: The sale will begin at 10:00 AM 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 23, 2003 and recorded in Document VOLUME 2003111, PAGE 18909; AS AFFECTED BY LOAN MODIFICATION AGREEMENTS IN CLERK'S FILE NO. 200900155858 AND CLERK'S FILE NO. 201100126241 AND CLERK'S FILE NO. 201200149539 AND CLERK'S FILE NO. 201400212930 AND CLERK'S FILE NO. 201700176275 real property records of DALLAS County, Texas, with FRANZ G RICCIO, grantor(s) and MIDFIRST BANK, mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by FRANZ G RICCIO, securing the payment of the indebtednesses in the original principal amount of \$67,461.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. MIDFIRST BANK 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. MIDLAND MORTGAGE, A DIVISION OF MIDFIRST BANK, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o MIDLAND MORTGAGE, A DIVISION OF MIDFIRST BANK
999 N.W. GRAND BLVD
STE 110
OKLAHOMA CITY, OK 73118-6077

FILED
JOHN E. WARREN
COUNTY CLERK
DALLAS COUNTY
2019 APR 18 PM 3:39

FILED



NTSS00000008299281

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.

The undersigned as attorney for the mortgagee or mortgage servicer does hereby remove the original trustee and all successor substitute trustees and appoints in their stead MICHAEL HARRISON, PAUL BARRETT, ROBERT FORSTER, JEFFREY FLEMING, LAUREN CHRISTOFFEL, BRENT GRAVES, CRAIG MUIRHEAD, AARON PARKER, LOGAN THOMAS, RICK MONTGOMERY, PHILLIP PIERCEALL, CARY CORENBLUM, SHAWN SCHILLER, MATTHEW HANSEN, TERRY WATERS, CLAY GOLDEN, MICHELLE SCHWARTZ, GUY WIGGS, RUSSELL STOCKMAN whose address is c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320 as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original trustee under the said Deed of Trust; and, further does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein.



Shawnika Harris

Certificate of Posting

My name is _____, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320. 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.

Declarants Name: _____

Date: _____

3120 DAMASCUS WAY
FARMERS BRANCH, TX 75234

00000008299281

00000008299281

DALLAS

EXHIBIT "A"

THE FOLLOWING REAL PROPERTY SITUATE IN THE CITY OF FARMERS BRANCH, COUNTY OF DALLAS, STATE OF TEXAS, TO WIT:

BEING LOT 4, IN BLOCK B, OF CHAPEL HILL ADDITION NO. 2, AN ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 31, PAGE 237, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date: 07/30/2008
Grantor(s): SERGIO MARTINEZ AND SPOUSE, MARIA D. FERNANDEZ
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS
NOMINEE FOR SFMC, LP. DBA SOLUTIONS FUNDING MORTGAGE COMPANY., ITS SUCCESSORS AND
ASSIGNS

Original Principal: \$108,300.00
Recording Information: Instrument 20080252850
Property County: Dallas
Property:

BEING LOT 37, IN BLOCK G, OF VALWOOD PARK, SECOND INSTALLMENT, AN
ADDITION TO THE CITY OF FARMERS BRANCH, DALLAS COUNTY, TEXAS,
ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 29, PAGE 189, OF
THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

Reported Address: 2618 VALWOOD PARKWAY, FARMERS BRANCH, TX 75234

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 June, 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): Brent Graves, Craig Muirhead, Aaron Parker, Logan Thomas, Rick Montgomery, Phillip
Pierceall, Cary Corenblum, Shawn Schiller, Matthew Hansen, Terry Waters, Clay Golden,
Michelle Schwartz, Guy Wiggs, Russell Stockman, Michael Burns, 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 Brent Graves, Craig Muirhead, Aaron Parker, Logan Thomas, Rick Montgomery, Phillip Pierceall, Cary Corenblum, Shawn Schiller, Matthew Hansen, Terry Waters, Clay Golden, Michelle Schwartz, Guy Wiggs, Russell Stockman, Michael Burns, 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

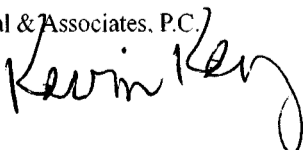
WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

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. Brent Graves, Craig Muirhead, Aaron Parker, Logan Thomas, Rick Montgomery, Phillip Pierceall, Cary Corenblum, Shawn Schiller, Matthew Hansen, Terry Waters, Clay Golden, Michelle Schwartz, Guy Wiggs, Russell Stockman, Michael Burns, 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 APR -9 AM 10:04
JOHN E. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____