

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: August 23, 2007

Grantor(s): Waylen Allison and Patricia H Allison

Original Trustee: James L. Robertson

Original Mortgagee: JPMorgan Chase Bank, N.A.

Recording Information: Clerk's File No. 20070361383, in the Official Public Records of DALLAS County, Texas.

Current Mortgagee: JPMorgan Chase Bank, National Association

Mortgage Servicer: JPMorgan Chase Bank, National Association, whose address is C/O 3415 Vision Drive Columbus, OH 43219-6009 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.

Date of Sale: 05/07/2019 Earliest Time Sale Will Begin: 1:00 PM

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.


Legal Description:

BEING LOT TEN (10) IN BLOCK G OF FAIRMEADOWS ADDITION NO. 3, AN ADDITION TO THE CITY OF DUNCANVILLE, TEXAS, ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 46, PAGE 25, OF THE MAP RECORDS OF DALLAS COUNTY, TEXAS.

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.

For Information:

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


Shelley Ortolani, Mary Mancuso, Bret Baugh, Kenny Shrey, Rick Montgomery, Craig Muirhead, Clay Golden, Robert Aguilar, Brent Graves, John Beazley, Wendy Lambert, Troy Robinett, Robert Ortolani, Michele Hreha, Aaron Parker, Mark Bulezik, 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

FILED
BY _____
DALLAS COUNTY
COUNTY CLERK
JOHN F. WARREN

2019 APR 16 AM 10:27

FILED



4691074

FILED

NOTICE OF ASSESSMENT LIEN SALE

2019 APR 16 PM 3: 34

STATE OF TEXAS §
COUNTY OF DALLAS §

JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____ DEPUTY

WHEREAS, on or about January 23, 2014, a Notice of Lien was filed in the Deed Records of Dallas County, Texas, covering the real property herein described concerning default in the payment of the indebtedness owing by Matthew Plowman, the present owner of said real property, to Deerchase Condominiums Two (Deerchase Condominium Association, Inc.) (the "Association"); and

WHEREAS, the said Matthew Plowman has continued to default in the payment of her 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 owners to the Association;

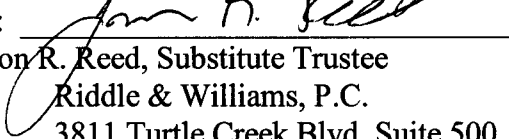
NOW, THEREFORE, notice is hereby given that on Tuesday, May 7, 2019, between 10 o'clock a.m. and 4 o'clock p.m., the Association will sell said real estate Outside on the north side of the George Allen Courts Building facing Commerce Street below the overhang, Dallas County, Texas, Dallas County, Texas, 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 12:00 o'clock noon, and the sale will take place not later than three (3) hours after that time.

Said real estate is described as follows:

Unit 1901, Building 10, Deerchase Condominiums Two, a Condominium Project, in the City of Duncanville in Dallas County, Texas, together with the Limited Common Elements, and an undivided interest in and to the General Common Elements, as same are defined in the Condominium Declaration thereof, in Volume 2005170, Page 153 and Clerk's File No. 200600151368, Official Records, Dallas County, Texas (611 Oriole Boulevard, # 1901)

WITNESS my hand this 8 day of April, 2019

DEERCHASE CONDOMINIUMS TWO
(DEERCHASE CONDOMINIUM ASSOCIATION,
INC.)

By: 
Jason R. Reed, Substitute Trustee
Riddle & Williams, P.C.
3811 Turtle Creek Blvd, Suite 500
Dallas, Texas 75219

The within notice was posted by me on the ___ day of _____, 2019, at the Dallas County Courthouse in Dallas, Texas.



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: **May 7, 2019**
Time: **10:00 a.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 APR 16 PM 3:35
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
EQUITY

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, May the 7th, 2019, between the hours of 10:00am and 1:00pm, 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 10:00 a.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

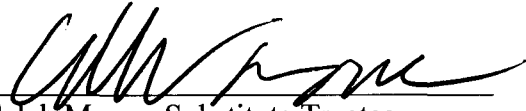
You are hereby notified that Creditor, at its option, may now exercise any or all of the rights and remedies available to it under the Loan Documents or at law, including, but not limited to, (a) foreclosing, liquidating, or otherwise realizing upon all or any portion of the collateral securing the Loan 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 16th day of April, 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.

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.

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

Notice is hereby given that on Tuesday, the 7th day of May 2019, the undersigned will conduct a Substitute Trustee's Sale under the terms of the Deed of Trust described below. Such interests in the following described property as are secured by the Deed of Trust herein described will be sold at public auction to the highest bidder for cash. The sale will be conducted with the understanding that the trustee is acting in a representative capacity, and not individually, and that the trustee shall have no personal liability by reason of any matter arising out of such sale. The earliest time the sale will begin is 10:00 o'clock, A.M., but the sale may begin no later than three (3) hours after that time. The sale will take place at the county courthouse of Dallas County, Texas, at the area designated by the Commissioner's Court of such county where such sales are to take place. If no such area has been so designated, the area in which the sale will take place are the steps of the building now known as the George Allen Courts Building, 600 Commerce St., Dallas, Texas 75202.

Date of Deed of Trust: July 19, 2013

Executed by: Eduardo Garcia

Original Trustee named in Deed of Trust: Teresa A. Myers

Original amount of Secured Indebtedness: \$128,500.00

Original Beneficiary named in Deed of Trust: Frederico B. Montes and Sarah Montes

Property described in Deed of Trust:

Lot 18, Block B, of Fairwoods Addition No. 1, an Addition to the City of Duncanville, Dallas County, Texas, according to the Plat thereof recorded in Volume 80050, Page 2091, Map Records, Dallas County, Texas. **More commonly known as 711 Sun Valley Drive, Duncanville, Texas.**

Said Deed of Trust is recorded under Instrument No. 201800053750 in the Deed of Trust Records of Dallas County, Texas.

2019 APR 15 PM 12:25
JOHN F. WARREN
COUNTY CLERK
DALLAS COUNTY
BY _____

FILED

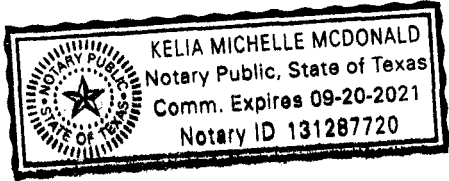
EXECUTED this 9th day of April 2019

Tina Hill
Tina Hill
1795 Northwest Highway
Garland, TX 75041
972-271-1700
Substitute Trustee

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 9th day of April 2019,
by Tina Hill, known to me personally or by driver's license.



Kelia Michelle McDonald
Notary Public in and for the State of Texas

AFTER RECORDING RETURN TO:
Horne & Associates, PC
1795 Northwest Highway
Garland, Texas 75041

PREPARED IN THE LAW OFFICE OF:
Horne & Associates, PC
1795 Northwest Highway
Garland, Texas 75041

FILED

2019 APR 15 AM 11:54

Notice of Foreclosure Sale

1. *Property to Be Sold.* The property to be sold is described as follows: Being Lot 4 in Block F of Winona Gardens Addition, Unit No. One Addition to the City of Duncanville, Dallas County, Texas, according to the Map or Plat thereof recorded in Volume 19, Page 15, Dallas County, Texas.

JOHN F. WARREN
COUNTY CLERK
DALLAS, TEXAS

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust recorded as Clerk's Instrument No. 201600015519 of the Real Property Records of Dallas County, Texas. The Deed of Trust secures that certain note executed by Francisco Vasquez Espinosa in the principal amount of \$135,000.00 made payable to Helen O'Rourke Dobbs. The current holder of the note and beneficiary under the Deed of Trust is Helen O'Rourke Dobbs.

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

Date: May 7, 2019

Time: The sale will be between the hours of 10:00 a.m. and 4:00 p.m. The sale will begin no earlier than 1:00 P.M. or no later than three hours thereafter.

Place: Dallas County Courthouse in Dallas, Texas, at the following location: North Side of the George Allen Courts Building Facing Commerce Street below the overhang, 600 Commerce Street, Dallas, TX 75202 or as designated by the County Commissioners.

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.

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. 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.

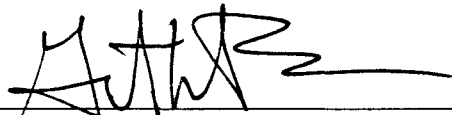
5. *Type of Sale.* The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Francisco Vazquez Espinoza.

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.

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 note in the original principal amount of \$135,000.00, executed by Francisco Vazquez Espinoza, and originally payable to the order of Helen O'Rourke Dobbs; and (b) Helen O'Rourke Dobbs is the current owner and holder of the Obligations and is the beneficiary under the Deed of Trust. The current amount due under the note as of the date of this Notice of Foreclosure is \$134,656.63.

7. *Default and Request to Act.* Default has occurred under the deed of trust, and the beneficiary has requested me, Grant A. Bannen, as appointed substitute trustee, appointed pursuant to the terms of the Deed of Trust, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

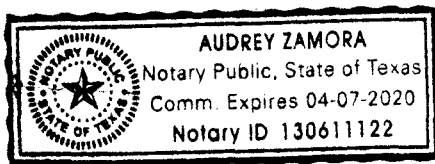
Dated April 15, 2019

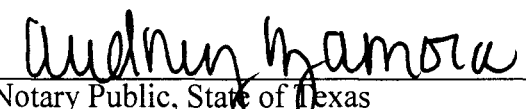


Grant A. Bannen, Substitute Trustee

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me on this 15th day of April 2019 by Grant A. Bannen, as substitute trustee under the Deed of Trust.





Notary Public, State of Texas
My commission expires: 4/7/2020