215 SPARROW LANE VICTORIA, TX 77905

FILE No. 8847 County Clerk, Victoria County, Texas

0000005653860

NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

<u>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.</u>

1. Date, Time, and Place of Sale.

Date: February 02, 2016

Time: The sale will begin at 11:00AM or not later than three hours after that time.

<u>Place</u> AREA IN FRONT OF THE EAST DOOR OF THE VICTORIA COUNTY COURTHOUSE BUILDING LOCATED AT 115 N. BRIDGE STREET 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 April 04, 2008 and recorded in Document CLERK'S FILE NO. 200804288 real property records of VICTORIA County, Texas, with GUADALUPE A. GONZALES AND LYDIA GONZALES, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE, mortgagee.

4. **Obligations Secured**. Deed of Trust or Contract Lien executed by GUADALUPE A. GONZALES AND LYDIA GONZALES, securing the payment of the indebtednesses in the original principal amount of \$140,882.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. MATRIX FINANCIAL SERVICES CORPORATION 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. FLAGSTAR BANK, F.S.B., as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o FLAGSTAR BANK, F.S.B. 5151 CORPORATE DRIVE TROY, MI 48098

I declare under penalty of perjury that on

the VICTORIA County courthouse this notice of sale.

My name is

JO WOOLSEY, BOY FRISCH, VICKI HAMMONDS OR JAMIE STEEN Substitute Trustee c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP 15000 Surveyor Boulevard, Suite 100 Addison, Texas 75001 2015 DEC 28 P 2:43

FILED

<u>Certificate of Posting</u> ____, and my address is c/o 15000 Surveyor Boulevard, Suite 100, Addison, Texas 75001. _____I filed at the office of the VICTORIA County Clerk and caused to be posted at

Declarants Name:	 	
Data		



VICTORIA

0000005653860

-54

EXHIBIT "A"

BEING LOT NUMBER EIGHTEEN (18), IN BLOCK NUMBER TWO (2), OF QUAIL CREEK WEST, TRACTS IV AND V, AN ADDITION IN VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF RECORD IN VOLUME 6, PAGE 24, OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS.

FILE No. <u>8848</u> County Clerk, Victoria County, Texas

108 JOYCE LANE VICTORIA, TX 77901

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: February 02, 2016

Time: The sale will begin at 11:00AM or not later than three hours after that time.

<u>Place</u> AREA IN FRONT OF THE EAST DOOR OF THE VICTORIA COUNTY COURTHOUSE BUILDING LOCATED AT 115 N. BRIDGE STREET 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 April 27, 2000 and recorded in Document INSTRUMENT NO. 200005323 real property records of VICTORIA County, Texas, with CHARLIE LARA AND M. SHANNON LARA, grantor(s) and FIRST PREFERENCE MORTGAGE CORP., mortgagee.

4. **Obligations Secured**. Deed of Trust or Contract Lien executed by CHARLIE LARA AND M. SHANNON LARA, securing the payment of the indebtednesses in the original principal amount of \$70,463.00, 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-GITY, OK 73118-6077

JO WOOLSEY, W.D. LAREW, FREDERICK BRITTON, JACK BURNS II, EVAN PRESS, PATRICIA SANDERS, KRISTOPER HOJUB, PATRICK ZWIERS (KELLEY BURNS, TANYA GRAHAM, DANIEL WILLSIE, MIKE HANLEY, ISREAL CURTIS, JASON SPENCE, OR JOHN SISK Substitute Trustee c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP 15000 Surveyor Boulevard, Suite 100

Addison, Texas 75001

Declarants Name: Date:

2015 DEC 28 P 2:45 COUNTY CLERK VICTORIA COUNTY, T TEXAS



00000005683800

00000005683800

VICTORIA

EXHIBIT "A"

TRACT I: BEING LOT NO. FOUR (4), IN BLOCK NO. TEN (10), OF FLEETWOOD SUBDIVISION, SECTION III, A SUBDIVISION IN THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF SAID SUBDIVISION OF RECORD IN VOLUME 6, PAGE 170, OF THE MAP AND PLAT RECORDS, VICTORIA COUNTY, TEXAS.

TRACT II: BEING AN EASEMENT FOR PURPOSES OF YARD AND OUTDOOR LIVING USE IN, ON AND OVER A PORTION OF LOT NO. THREE (3), BLOCK NO. TEN (10), OF FLEETWOOD SUBDIVISION, SECTION III, SAID EASEMENT AREA BEING MORE FULLY DESCRIBED ON EXHIBIT "A" ATTATCHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

EXHIBIT " A"

BEGINNING AT THE MOST SOUTHERLY CORNER OF LOT THREE (3), BLOCK TEN (10), FLEETWOOD SUBDIVISION, SECTION III, ACCORDING TO THE PLAT RECORDED IN VOLUME 6, PAGE 170, OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS.

THENCE, N 44 DEG. 26' 30" E. 107.20 FEET ALONG THE COMMON BOUNDARY LINE BETWEEN LOT THREE (3), AND LOT FOUR (4) TO A CORNER;

THENCE, N 45 DEG. 33' 30" W., 5.00 FEET TO A CORNER;

THENCE, S 44 DEG. 26' 33" W., 107.20 FEET TO A CORNER;

THENCE, S 45 DEG. 33' 30" E., 5.00 FEET TO THE POINT OF BEGINNING.



FCTX_NSTS_Sigs.rpt - (07/27/2015) - Ver-43



NOTICE OF FORECLOSURE SALE

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

BEING LOT NUMBER SEVENTEEN (17), IN BLOCK NUMBER ONE (1), OF EAGLE CREEK PHASE I, AN ADDITION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF RECORD IN VOLUME 7, PAGE 165 A&B, OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS.

2. Instrument to be Foreclosed. The instrument to be foreclosed is the Deed of Trust dated 04/24/2009 and recorded in Document 200904384 real property records of Victoria County, Texas.

3. Date, Time, and Place of Sale.

Date: 02/02/2016

<u>Time</u>: The sale will begin no earlier than 11:00 AM or no later than three hours thereafter.

<u>Place</u>: Victoria County Courthouse, Texas, at the following location: FRONT OF THE EAST DOOR OF THE COURTHOUSE BUILDING LOCATED AT 115 NORTH BRIDGE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or as designated by the County Commissioners Court.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash. Pursuant to the deed of trust, the mortgagee 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.

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.

5. *Obligations Secured.* The Deed of Trust executed by REGAN BELVIN, provides that it secures the payment of the indebtedness in the original principal amount of \$134,767.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. BANK OF AMERICA, N.A. is the current mortgagee of the note and deed of trust and BANK OF AMERICA, N.A. is mortgage servicer. A servicing agreement between the mortgagee, whose address is BANK OF AMERICA, N.A. c/o BANK OF AMERICA, N.A., 4500 PARK GRANADA, CALABASAS, CA 91302 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

6. Default and Request to Act. Default has occurred under the deed of trust, and the mortgagee has requested a Substitute Trustee conduct this sale. Notice is given that before the sale the mortgagee may appoint another person substitute trustee to conduct the sale.

12-001736-570 209 ASHLAND CREEK VICTORIA, TX 77901

JO WOOLSEY, BOB FRISCH, VICKI HAMMONDS OR JAMIE STEEN c/o AVT Title Services, LLC 13770 Noel Road #801529 Dallas, TX 75380-1529

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.

ED av 2015 DEC 29 P 1: 13

•

fici Casle COUNTY CLERK O

LF No. 15-14013



APPOINTMENT OF SUBSTITUTE TRUSTEE and NOTICE OF TRUSTEE SALE

THE STATE OF TEXAS COUNTY OF VICTORIA

Deed of Trust Date: OCTOBER 2, 2012

Grantor(s)/Mortgagor(s): CASEY JOHNSTON, A SINGLE WOMAN **Property address:** 1205 N. VINE ST VICTORIA, TX 77901

COUNTY CLERK COUNTY CLERK MCTOFIA COUNTY, TEXAS

LEGAL DESCRIPTION: BEING A PARCEL OF LAND OUT OF THE NORTHEASTERN PORTION OF BLOCK NUMBER ONE (1), OF THE JOHNSON ADDITION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF RECORD IN VOLUME 63, PAGE 388, OF THE DEED RECORDS OF VICTORIA COUNTY. TEXAS; AND BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Earliest Time Sale Will Begin: 11:00 AM

Original Mortgagee:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS A NOMINEE FOR WALLICK AND VOLK, INC.

Current Mortgagee: PENNYMAC LOAN SERVICES, LLC

Recorded on: SEPTEMBER 19, 2006

Property County: VICTORIA As Clerk's File No.: 200612530 Date of Sale: 03/01/2016

Original Trustee: GENEVA B. TURNER

Substitute Trustee: JO WOOLSEY, BOB FRISCH, VICKI HAMMONDS, JAMIE STEEN, W. D. LAREW. FREDERICK BRITTON, JACK E. BURNS II, EVAN PRESS. PATRICIA SANDERS, KRISTOPHER HOLUB, PATRICK ZWIERS, KELLEY BURNS, TANYA GRAHAM, DANIEL WILLSIE, MIKE HANLEY, ISREAL CURTIS, JASON SPENCE, JOHN SISK

Mortgage Servicer: PENNYMAC LOAN SERVICES, LLC

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 Current Mortgagee under said Deed of Trust, according to the provisions therein set out does hereby remove the original trustee and all successor substitute trustees and appoints in their stead JO WOOLSEY, BOB FRISCH, VICKI HAMMONDS, JAMIE STEEN, W. D. LAREW, FREDERICK BRITTON, JACK E. BURNS II, EVAN PRESS, PATRICIA SANDERS, KRISTOPHER HOLUB, PATRICK ZWIERS, KELLEY BURNS, TANYA GRAHAM, DANIEL WILLSIE, MIKE HANLEY, ISREAL CURTIS, JASON SPENCE, JOHN SISK, 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 Mortgagee therein.

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;

NOW. THEREFORE. NOTICE IS HEREBY GIVEN that on Tuesday MARCH 1, 2016 between ten o'clock AM and four o'clock PM and beginning not earlier than 11:00 AM or not later than three hours thereafter. 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 be conducted in the area of the Courthouse designated by the Commissioners' Court, of said 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 was posted.

FILED 2015 DEC 29 P 1:08 PENNYMAC LOAN SERVICES, LLC, who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. 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 property securing the debt.

ACTIVE MILITARY SERVICE NOTICE

Assert and protect your rights as a member of the armed forces of the Unites States. If you 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.

WITNESS MY HAND, December 21, 2015 MARINOSCI LAW GROUP, PC 100 KY**L**E HAUSMANN MANAGING PARALEGAL (name & title) THE STATE QF TEXAS COUNTY OF $M \in \mathbb{N}$, the undersigned officer, on this, the Cday of Derember Before me. (insert name of notary) personally appeared KYLE HAUSMANN, I known to me, who identified herself/himself to be the MANAGING PARALEGAL of MARINOSCI LAW GROUP PC, the person and officer whose name is subscribed to the foregoing instrument, and being authorized to do so, acknowledged that (s)he had executed the foregoing instrument as the act of such corporation for the purpose and consideration described and in the capacity stated Witness my hand and official seal (SEAL) Notary Public for the State of TE PAMELA MILLINER -My Commission Expires 82024-1 D# 12 Public, State of Texas 2/07/2019

Printed Name and Notary Public

Grantor: PENNYMAC LOAN SERVICES, LLC 6101 CONDOR DRIVE, SUITE 200 MOORPARK, CA 93021

Return to: MARINOSCI LAW GROUP, P.C. MARINOSCI & BAXTER 14643 DALLAS PARKWAY, SUITE 750 DALLAS, TX 75254

Exhibit A - Legal Description

Loan #: Property Tax ID: Property Address:

۰ . ۱

> 8826055 37900-001-00400 1205 N. Vine St. Victoria, TX 77901

BEING a parcel of land out of the Northeastern portion of Block Number One (1), of the Johnson Addition to the City of Victoria, Victoria County, Texas, according to the established map and plat of record in Volume 63, Page 388, of the Deed Records of Victoria County, Texas; said parcel of land being more particularly described by metes and bounds in Exhibit "A" attached hereto. SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

CQ

Northeastern

BEGINNING at the Northeast corner of sald Block No. One, at the intersection of Nueces Street and Vine Street;

THENCE South 4 deg. 33' East along the West line of Vine Street 151.21

fest to corner at the Northeast corner of said Daniel family residence property;

THENCE North 69 deg. 47' West along the North line of said residence property 74.95 feet to its Northwest corner;

THENCE North 17 deg. 52' East 4.61 feat to corner;

THENCE North 89 deg. 47' West along the North line of said Duplex property, 29.56 feet to corner;

THENCE North 20 deg. 06' East 132.6 feet to corner in the South line of Nueces Street;

THENCE South 70 deg. East 41.71 feet to the place of beginning.

FILED AND RECORDED OFFICIAL PUBLIC RECORDS

Val D Huron

2006 SEP 19 04:31 PM 200612530 CROSE \$19.00 VAL D. HUVAR COUNTY CLERK VICTORIA COUNTY, TEXAS

ي مينيا ا

EXHIBIT_A___

 THIS DOCUMENT WAS FILED BY
 & RETURNED TO: STEWART TITLE
 OF THE COASTAL REND FILED AND RECORDED OFFICIAL PUBLIC RECORDS

Robert S. Cortez, County Clerk Victoria County Texas October 11, 2012 03:42:16 PM JWILLIAMS FEE: \$55.00 9

D/T

201211620

5

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

VICTORIA County Deed of Trust Dated: December 21, 2011 Amount: \$45,000.00 Grantor(s): KATHLEEN M BARRERA

Original Mortgagee: TEXAS DOW EMPLOYEES CREDIT UNION Current Mortgagee: TEXAS DOW EMPLOYEES CREDIT UNION

Mortgagee Address: TEXAS DOW EMPLOYEES CREDIT UNION, 1001 FM 2004, Lake Jackson, TX 77566-4012

Recording Information: Document No. 201112810

Legal Description: BEING LOT NUMBER THIRTY FOUR (34), IN BLOCK NUMBER THREE (3), OF AIRLINE TERRACE SECTION II, AN ADDITION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF SAID ADDITION OF RECORD IN VOLUME 1, PAGE 2 OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS, TO WHICH REFERENCE IS HERE MADE FOR DESCRIPTIVE PURPOSES.

Date of Sale: February 2, 2016 between the hours of 11:00 AM and 2:00 PM.

Earliest Time Sale Will Begin: 11:00 AM

Place of Sale: The foreclosure sale will be conducted at public venue in the area designated by the VICTORIA 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.

JO WOOLSEY OR BOB FRISCH, VICKI HAMMONDS, ARNOLD MENDOZA OR JAMIE STEEN have been appointed as Substitute Trustee(s), ('Substitute Trustee') each empowered to act independently, in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust.

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.

NOTICE IS FURTHER GIVEN that, except to the extent that the Substitute Trustee(s) may bind and obligate the Mortgagors to warrant title to the Property under the terms of the Deed of Trust, conveyance of the Property shall be made 'AS IS' WHERE IS' without any representations and warranties whatsoever, express or implied, and subject to all matters of record affecting the Property.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.), and state law, including Section 51.015 Texas Property Code. 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.

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 AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICES

1

SARAH ROBBINS, ATTORNEY AT LAW HUGHES, WATTERS & ASKANASE, L.L.P. 1201 Louisiana, Suite 2800 Houston, Texas 77002 Reference: 2015-009371 JO WOOLSEY OR BOD FRISCH, VICKI HAMMONDS, ARNOLD MENDOZA OR JAMIE STEEN c/o Teias Trustee Services

4100 Midway Rd Ste 1040 Carrollton, TX 75007

2015 DEC 30 P 1:08

COUNTY CLERK O

8852 FILE NO. County Clerk, Victoria County, Texas

2015 DEC 30 P 1:09 DG COUNTY CLERK VICTORIA COUNTY, TEXAS

FLED

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

VICTORIA County Deed of Trust Dated: August 17, 2012 Amount: \$190,984.00 Grantor(s): BRITTANY MORRISON and KRISTOPHER MORRISON

Original Mortgagee: TEXAS DOW EMPLOYEES CREDIT UNION Current Mortgagee: TEXAS DOW EMPLOYEES CREDIT UNION

Mortgagee Address: TEXAS DOW EMPLOYEES CREDIT UNION, 1001 FM 2004, Lake Jackson, TX 77566-4012

Recording Information: Document No. 201209283

Legal Description: BEING LOT NUMBER TWENTY-FOUR (24), IN BLOCK NUMBER TWO (2), OF TUSCANY SECTION 1A, AN ADDITION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF SAID ADDITION OF RECORD IN VOLUME 8, PAGE 198A-B OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS, TO WHICH DEFENSIVE IN LERE MADE FOR DESCRIPTIVE DURDONES. REFERENCE IS HERE MADE FOR DESCRIPTIVE PURPOSES.

Date of Sale: February 2, 2016 between the hours of 11:00 AM and 2:00 PM.

Earliest Time Sale Will Begin: 11:00 AM

The foreclosure sale will be conducted at public venue in the area designated by the VICTORIA 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

JO WOOLSEY OR BOB FRISCH, VICKI HAMMONDS, ARNOLD MENDOZA OR JAMIE STEEN have been appointed as Substitute Trustee(s), ('Substitute Trustee') each empowered to act independently, in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust.

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.

NOTICE IS FURTHER GIVEN that, except to the extent that the Substitute Trustee(s) may bind and obligate the Mortgagors to warrant title to the Property under the terms of the Deed of Trust, conveyance of the Property shall be made 'AS IS' 'WHERE IS' without any representations and warranties whatsoever, express or implied, and subject to all matters of record affecting the Property.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the <u>Servicemembers Civil Relief Act (50 U.S.C. app. Section 501 et seq.)</u>, and state law, including <u>Section 51.015 Texas Property Code</u>. <u>Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving</u> on active military duty as a member of the Texas National Guard or the National Guard of on active military duty, including active military duty as a member of the armed forces of the United States, please send written notice 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.

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 AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER

R

SARAH ROBBINS, ATTORNEY AT LAW HUGHES, WATTERS & ASKANASE, L.L.P. 1201 Louisiana, Suite 2800 Houston, Texas 77002 Reference: 2015-009363

JO WOOLSEY OR BOB FRISCH, WICKI HAMMONDS, ARNOLD MENDOZA OR JAMIE STEEN c/o Tejas Trustee Services 4100 Midway Rd Ste 1040 Carrollton, TX 75007

. .

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORM	
	ATION:
	09/20/2013
Grantor(s): Original Mortgagee:	MARA COOPER, A SINGLE PERSON WELLS FARGO BANK, NATIONAL ASSOCIATION
	\$134,411.00
Recording Information:	Instrument 201312242
Property County:	Victoria
Property:	LOT NO. THREE (3), IN BLOCK ONE (1), OF CARRIAGE POINTE, A SUBDIVISION
	I VINC WITHIN THE CORPORATE LIMITS OF THE CITY OF VICTORIA, VICTORIA
	COUNTY TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN
	VOLUME 8, PAGES 2-A AND 2-B, PLAT RECORDS, VICTORIA COUNTY, TEAAS
Reported Address:	908 PENNSYLVANIA AVE, VICTORIA, TX 77904
MORTGAGE SERVICING	INFORMATION:
The Mortgage Service	er, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage
Servicing Agreement.	
Current Mortgagee: Mortgage Servicer:	Wells Fargo Bank, NA Wells Fargo Bank, N. A.
Current Beneficiary:	Wells Fargo Bank, NA
Mortgage Servicer Address:	3476 Stateview Boulevard, Fort Mill, SC 29715
<u>SALE INFORMATION:</u> Date of Sale:	Tuesday, the 1st day of March, 2016
Time of Sale:	11.00 AM or within three hours thereafter.
Place of Sale:	AT THE AREA IN FRONT OF THE EAST DOOR OF THE COURTHOUSE BUILDING,
	LOCATED AT 115 NORTH BRIDGE STREET in Victoria County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the
	Victoria County Commissioner's Court.
Substitute Trustee(s):	In Woolsey W.D. Larew Frederick Britton, Jack Burns II, Evan Press, Patricia Sanders,
	Kristoner Holub Patrick Zwiers Kelley Burns, Tanya Graham, Daniel Willsie, Mike Hanley,
	Isreal Curtis, Jason Spence, John Sisk, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, any to act
Substitute Trustee Address.	14841 Dallas Parkway, Suite 425, Dallas, TX 75254
WHEREAS, the above	ve-named Grantor previously conveyed the above described property in trust to secure payment
of the Note set forth in the abo	bye-described Deed of Trust; and t under the Note and Deed of Trust was declared; such default was reported to not have been
4 4 11	where the panel of Trust were declared to be immediately file and pavable, and
WITEDEAS the orig	ingl Trustee and any previously appointed Substitute Trustee has been removed and so
TTT 1 TTT D. Lamoury Erodo	rick Britton Lack Burns II Evan Press, Patricia Sanders, Mistoper Holub, Laules Zwiers,
Kelley Burns, Tanya Graham,	Daniel Willsie, Mike Hanley, Isreal Curtis, Jason Spence, John Sisk, Cristina Camarata, s, Alexander Wolfe, Suzanne Suarez or Adam Womack, any to act, have been appointed as
and realized Transfood and realized	sted to sell the Property to satisfy the indebiedness, and
WHEREAS, the und	ersigned law firm has been requested to provide these notices on behalf of the Current
Mortgagee Mortgage Service	r and Substitute Trustees;
NOW, THEREFOR	E, NOTICE IS HEREBY GIVEN of the foregoing matters and that: has been accelerated and all sums secured by the Deed of Trust have been declared to be
	hla
O T. W Lever W. D. Lorow	Frederick Britton Jack Burns II. Evan Press, Patricia Sanders, Kristoper Holuo, Failler Zwiels,
TT 11 D Town Cash	am, Daniel Willsie, Mike Hanley, Isreal Curtis, Jason Spence, John Sisk, Cristina Camarata, Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, any to act, as Substitute Trustee
Sammy Hooda, Michael H	Burns, Alexander wolle, Suzallie Sualez of Adam wollder, any to det, as busilities and a bu
will sell the Property to th	e highest bidder for cash on the date, at the place, and no earner than the time set form above m
will sell the Property to the the Sale Information section	e highest bidder for cash on the date, at the place, and no earner than the time set to the dot's m on of this notice. The sale will begin within three hours after that time.
will sell the Property to the the Sale Information sectionThis sale shall be subject of Trust or appearing of runch of the section of the s	e highest bidder for cash on the date, at the place, and no earner than the time set form above in on of this notice. The sale will begin within three hours after that time. to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed ecord to the extent the same are still in effect and shall not cover any property that has been her Deed of Trust
 will sell the Property to the the Sale Information section This sale shall be subject of Trust or appearing of more released from the lien of the section of the section	e highest bidder for cash on the date, at the place, and no earlier than the time set form doore in on of this notice. The sale will begin within three hours after that time. to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed ecord to the extent the same are still in effect and shall not cover any property that has been he Deed of Trust.
 will sell the Property to the the Sale Information section This sale shall be subject of Trust or appearing of released from the lien of the lie	e highest bidder for cash on the date, at the place, and no earlier than the time set form doore in on of this notice. The sale will begin within three hours after that time. to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed ecord to the extent the same are still in effect and shall not cover any property that has been he Deed of Trust. implied, including but not limited to the implied warranties of merchantability and fitness for a implied, and extend argent the Grantor's warranties specifically authorized by the
 will sell the Property to the the Sale Information section This sale shall be subject of Trust or appearing of released from the lien of the lien of the lien of the lien of the section of the lien of the	e highest bidder for cash on the date, at the place, and no earlier than the time set form doore in on of this notice. The sale will begin within three hours after that time. to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed ecord to the extent the same are still in effect and shall not cover any property that has been he Deed of Trust. implied, including but not limited to the implied warranties of merchantability and fitness for a e conveyed at the sale, save and except the Grantor's warranties specifically authorized by the were The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's
 will sell the Property to the the Sale Information section This sale shall be subject of Trust or appearing of released from the lien of the lie	e highest bidder for cash on the date, at the place, and no earlier than the time set form doo're in on of this notice. The sale will begin within three hours after that time. to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed ecord to the extent the same are still in effect and shall not cover any property that has been he Deed of Trust. implied, including but not limited to the implied warranties of merchantability and fitness for a e conveyed at the sale, save and except the Grantor's warranties specifically authorized by the ust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's l", and no representation is made concerning the quality or nature of title to be acquired.
 will sell the Property to the the Sale Information section This sale shall be subject of Trust or appearing of released from the lien of the lie	e highest bidder for cash on the date, at the place, and no earlier than the time set form doore in on of this notice. The sale will begin within three hours after that time. to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed ecord to the extent the same are still in effect and shall not cover any property that has been he Deed of Trust. implied, including but not limited to the implied warranties of merchantability and fitness for a e conveyed at the sale, save and except the Grantor's warranties specifically authorized by the ust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's I", and no representation is made concerning the quality or nature of title to be acquired. hatever interest Grantor and Grantor's assigns have in the property, subject to any liens or may survive the sale. Interested persons are encouraged to consult counsel of their choice prior
 will sell the Property to the the Sale Information section This sale shall be subject of Trust or appearing of released from the lien of the lie	e highest bidder for cash on the date, at the place, and no earlier than the time set form doore in on of this notice. The sale will begin within three hours after that time. to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed ecord to the extent the same are still in effect and shall not cover any property that has been he Deed of Trust. implied, including but not limited to the implied warranties of merchantability and fitness for a e conveyed at the sale, save and except the Grantor's warranties specifically authorized by the ust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's l", and no representation is made concerning the quality or nature of title to be acquired. hatever interest Grantor and Grantor's assigns have in the property, subject to any liens or may survive the sale. Interested persons are encouraged to consult counsel of their choice prior
 will sell the Property to the the Sale Information section This sale shall be subject of Trust or appearing of released from the lien of the lie	e highest bidder for cash on the date, at the place, and no earlier than the time set form doore in on of this notice. The sale will begin within three hours after that time. to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed ecord to the extent the same are still in effect and shall not cover any property that has been he Deed of Trust. implied, including but not limited to the implied warranties of merchantability and fitness for a e conveyed at the sale, save and except the Grantor's warranties specifically authorized by the ust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's I", and no representation is made concerning the quality or nature of title to be acquired. hatever interest Grantor and Grantor's assigns have in the property, subject to any liens or may survive the sale. Interested persons are encouraged to consult counsel of their choice prior
 will sell the Property to the the Sale Information section This sale shall be subject of Trust or appearing of released from the lien of the lie	e highest bidder for cash on the date, at the place, and no earlier than the time set form above in on of this notice. The sale will begin within three hours after that time. to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed ecord to the extent the same are still in effect and shall not cover any property that has been he Deed of Trust. implied, including but not limited to the implied warranties of merchantability and fitness for a e conveyed at the sale, save and except the Grantor's warranties specifically authorized by the ust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's l", and no representation is made concerning the quality or nature of title to be acquired. hatever interest Grantor and Grantor's assigns have in the property, subject to any liens or may survive the sale. Interested persons are encouraged to consult counsel of their choice prior of the property.
 will sell the Property to the the Sale Information section This sale shall be subject of Trust or appearing of released from the lien of the lie	e highest bidder for cash on the date, at the place, and no earlier than the time set form doore in on of this notice. The sale will begin within three hours after that time. to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed ecord to the extent the same are still in effect and shall not cover any property that has been he Deed of Trust. implied, including but not limited to the implied warranties of merchantability and fitness for a e conveyed at the sale, save and except the Grantor's warranties specifically authorized by the ust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's l", and no representation is made concerning the quality or nature of title to be acquired. hatever interest Grantor and Grantor's assigns have in the property, subject to any liens or may survive the sale. Interested persons are encouraged to consult counsel of their choice prior
 will sell the Property to the the Sale Information section This sale shall be subject of Trust or appearing of the released from the lien of the	e highest bidder for cash on the date, at the place, and no earlier than the time set form above in on of this notice. The sale will begin within three hours after that time. to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed ecord to the extent the same are still in effect and shall not cover any property that has been he Deed of Trust. implied, including but not limited to the implied warranties of merchantability and fitness for a e conveyed at the sale, save and except the Grantor's warranties specifically authorized by the ust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's l", and no representation is made concerning the quality or nature of title to be acquired. hatever interest Grantor and Grantor's assigns have in the property, subject to any liens or may survive the sale. Interested persons are encouraged to consult counsel of their choice prior of the property.
 will sell the Property to the the Sale Information section This sale shall be subject of Trust or appearing of the released from the lien of the	e highest bidder for cash on the date, at the place, and no earlier than the time set form above in on of this notice. The sale will begin within three hours after that time. to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed ecord to the extent the same are still in effect and shall not cover any property that has been he Deed of Trust. implied, including but not limited to the implied warranties of merchantability and fitness for a e conveyed at the sale, save and except the Grantor's warranties specifically authorized by the ust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's l", and no representation is made concerning the quality or nature of title to be acquired. hatever interest Grantor and Grantor's assigns have in the property, subject to any liens or may survive the sale. Interested persons are encouraged to consult counsel of their choice prior of the property.
 will sell the Property to the the Sale Information section This sale shall be subject of Trust or appearing of the released from the lien of the	e highest bidder for cash on the date, at the place, and no earlier than the time set form above in on of this notice. The sale will begin within three hours after that time. to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed ecord to the extent the same are still in effect and shall not cover any property that has been he Deed of Trust. implied, including but not limited to the implied warranties of merchantability and fitness for a e conveyed at the sale, save and except the Grantor's warranties specifically authorized by the ust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's l", and no representation is made concerning the quality or nature of title to be acquired. hatever interest Grantor and Grantor's assigns have in the property, subject to any liens or may survive the sale. Interested persons are encouraged to consult counsel of their choice prior of the property.
 will sell the Property to the the Sale Information section This sale shall be subject of Trust or appearing of the released from the lien of the	e highest bidder for cash on the date, at the place, and no earlier than the time set form above in on of this notice. The sale will begin within three hours after that time. to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed ecord to the extent the same are still in effect and shall not cover any property that has been he Deed of Trust. implied, including but not limited to the implied warranties of merchantability and fitness for a e conveyed at the sale, save and except the Grantor's warranties specifically authorized by the ust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's I", and no representation is made concerning the quality or nature of title to be acquired. hatever interest Grantor and Grantor's assigns have in the property, subject to any liens or may survive the sale. Interested persons are encouraged to consult counsel of their choice prior of the property.
 will sell the Property to the the Sale Information section This sale shall be subject of Trust or appearing of the released from the lien of the	e highest bidder for cash on the date, at the place, and no earlier than the time set form above in on of this notice. The sale will begin within three hours after that time. to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed ecord to the extent the same are still in effect and shall not cover any property that has been he Deed of Trust. implied, including but not limited to the implied warranties of merchantability and fitness for a e conveyed at the sale, save and except the Grantor's warranties specifically authorized by the ust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's [", and no representation is made concerning the quality or nature of title to be acquired. hatever interest Grantor and Grantor's assigns have in the property, subject to any liens or may survive the sale. Interested persons are encouraged to consult counsel of their choice prior of the property. 2015 DEC 30 P 1: 10
 will sell the Property to the the Sale Information section This sale shall be subject of Trust or appearing of the released from the lien of the	e highest bidder for cash on the date, at the place, and no earlier than the time set form above in on of this notice. The sale will begin within three hours after that time. to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed ecord to the extent the same are still in effect and shall not cover any property that has been he Deed of Trust. implied, including but not limited to the implied warranties of merchantability and fitness for a e conveyed at the sale, save and except the Grantor's warranties specifically authorized by the ust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's I", and no representation is made concerning the quality or nature of title to be acquired. hatever interest Grantor and Grantor's assigns have in the property, subject to any liens or may survive the sale. Interested persons are encouraged to consult counsel of their choice prior of the property.



FILE No. 885 9 County Clerk, Victoria County, Texas

Notice of Trustee's Sale

Date: January 7, 2016

Trustee: Stephen A. Beal

Street Address for Trustee: 104 S. Pecos Midland, Midland County, Texas 79701

Current Owner and Holder of the Note and Deed of Trust: BP-Residential, L.L.C.

Obligation: Real Estate Lien Note dated March 7, 2015, from Maker, Plechette R. Threadgill to Payee, BP-Residential, L.L.C., in the original principal amount of \$33,239.55

Deed of Trust

Date: March 7, 2015

Recording Information: Filed on April 9, 2015, and recorded under document number 201503749 Official Public Records of VICTORIA County, Texas

Grantor: Plechette R. Threadgill

Trustee: Stephen A. Beal

Beneficiary: BP-Residential, L.L.C.

Property: BEING 0.156 acre portion more or less of Lot 1 Block 236, Original Townsite of Victoria, Victoria County, Texas, said 0.156 acre portion of Lot 1, being conveyed to Selestino Candeleria by deed recorded in Volume 939, Page 1, of the Deed Records of Victoria County, Texas said 0.156 acre tract being more fully described by metes and bounds in Deed dated June 23, 1998, and recorded in Volume 342, Page 557, Official Records, Victoria County, Texas.

Date of Sale (first Tuesday of month): February 2, 2016

Time of Sale: The sale will begin no earlier than 10:00 AM, and no later than three hours thereafter.

Place of Sale: Victoria County Courthouse

Default has occurred under the Deed of Trust. The current owner and holder of the Real Estate Lien Note and the Deed of Trust has instructed the Trustee to offer the Property for sale toward the satisfaction of the Real Estate Lien Note, by a nonjudicial foreclosure sale in accordance with the power of sale granted by the Deed of Trust.

Notice is given that on the Date of Sale, the Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "AS IS", without any express or implied warranties, except warranties of title.

Terms of Sale. The sale will be conducted as a public auction to the highest bidder. If the highest bidder is someone other than the Lender, the purchase price will be payable in cash or its equivalent, at the discretion of the Trustee, and will be payable immediately on acceptance of the bid by the Trustee. If the Lender is the highest bidder, payment will be by a credit on the Obligation, as permitted by the Deed of Trust.

Those persons and entities desiring to purchase the Property at the public auction, other than the Lender, will need to demonstrate their ability to pay cash on acceptance of the bid by the Trustee.

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 from the lien of the Deed of Trust, as shown in the public records of the county where the Property is located. Prospective bidders are strongly urged to examine the applicable public records to determine the nature and extent of such matters, if any.

The Trustee may sell the Property in one or more parcels and/or 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.

"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 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."

STEPHEN A. BEAL, TRUSTEE

2016 JAN -8 A 9:37

Notice of Trustee's Sale

Date: January 7, 2016

FILE No. 8855 County Clerk, Victoria County, Texas

Trustee: Stephen A. Beal

Street Address for Trustee: 104 S. Pecos Midland, Midland County, Texas 79701

Current Owner and Holder of the Note and Deed of Trust: BP-Residential, L.L.C.

Obligation: Real Estate Lien Note dated July 1, 2009, from Maker, Ms. Tammy Brown and Mr. Lenard Brown to Payee, BP-Residential, L.L.C., in the original principal amount of \$46,700.00

Deed of Trust

Date: July 1, 2009

Recording Information: Filed on July 27, 2009, and recorded under document number 200908097 Official Public Records of VICTORIA County, Texas

Grantor: Ms. Tammy Brown and Mr. Lenard Brown

Trustee: Stephen A. Beal

Beneficiary: BP-Residential, L.L.C.

Property: BEING a 0.225 of an acre of land, more or less, being situated in Farm Lot No. One (1), in Block No. Two (2), Range Seven (7), East Above Town in the Original Four League Grant, to the Town of Victoria, Victoria County, Texas, more particularly described by metes and bounds on Exhibit "A", attached hereto and made a part hereof, a/k/a 1202 Julius, Victoria, Texas

Date of Sale (first Tuesday of month): February 2, 2016

Time of Sale: The sale will begin no earlier than 10:00 AM, and no later than three hours thereafter.

Place of Sale: Victoria County Courthouse

Default has occurred under the Deed of Trust. The current owner and holder of the Real Estate Lien Note and the Deed of Trust has instructed the Trustee to offer the Property for sale toward the satisfaction of the Real Estate Lien Note, by a nonjudicial foreclosure sale in accordance with the power of sale granted by the Deed of Trust.

Notice is given that on the Date of Sale, the Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "AS IS", without any express or implied warranties, except warranties of title.

Terms of Sale. The sale will be conducted as a public auction to the highest bidder. If the highest bidder is someone other than the Lender, the purchase price will be payable in cash or its

equivalent, at the discretion of the Trustee, and will be payable immediately on acceptance of the bid by the Trustee. If the Lender is the highest bidder, payment will be by a credit on the Obligation, as permitted by the Deed of Trust.

Those persons and entities desiring to purchase the Property at the public auction, other than the Lender, will need to demonstrate their ability to pay cash on acceptance of the bid by the Trustee.

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 from the lien of the Deed of Trust, as shown in the public records of the county where the Property is located. Prospective bidders are strongly urged to examine the applicable public records to determine the nature and extent of such matters, if any.

The Trustee may sell the Property in one or more parcels and/or 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.

<u>"Assert and protect your rights as a member of the armed forces of the United States. If</u> you are or your spouse is serving on active military duty, including active 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."

A. BEAL, TRUSTER

2016 JAN -8 A 9:38

Y. TEXAS

EXHIBIT A

0.225 of an acre of land, more or less, being situated in Farm Lot No. One (1), Block Two (2), Range Seven (7), East above Town in the Original Four League Grant to the Town of Victoria, Victoria County, Texas, and being a portion of that 3.35 acre tract of land conveyed to C. R. Callis by deed from Sim Mike, et ux dated June 27, 1955 and duly recorded in Volume 402, page 15, of the Deed Records of Victoria County, texas; the same being more particularly described by metes and bounds as follows:

BEGINNING at an iron stake in the East line of said Callis 3.35 acre tract of land, the same being North 06° 17' West a distance of 597.0 feet from an iron stake at the Southeast corner of said Callis 3.35 acre tract of land being the Southeast corner of said Callis 3.35 acre tract being North 85° 01' East a distance of 498.4 feet from the Southwest corner of said Farm Lot No. 1;

THENCE South 85° 01' West a distance of 90.0 feet parallel to the East line of said Callis 3.35 acre tract of land to an iron stake for corner;

THENCE North 0.6° 17' West a distance of 90.0 feet parallel to the East line of said Callis 3.35 acre tract of land to an iron stake for corner;

THENCE North 85° 01' East a distance of 109.0 feet parallel to the South line of said Callis 3.35 acre tract of land to an iron stake for corner;

THENCE South 06° 17' East a distance of 90.0 feet along the East line of said Callis 3.35 acre tract of land to the PLACE OF BEGINNING, containing 0.225 acres of land, more or less. Known as Lots 28 and 29.

> FILED AND RECORDED OFFICIAL PUBLIC RECORDS

1.6.1.6.000

2009 JUL 27 01:49 PM 200908097 PAVEICEK \$23.00 VAL D. HUVAR ,COUNTY CLERK VICTORIA COUNTY, TEXAS

FILE No. 885 (c) County Clerk, Victoria County, Texas

Notice of Trustee's Sale

Date: January <u>7</u>, 2016

Trustee: Stephen A. Beal

Street Address for Trustee: 104 S. Pecos Midland, Midland County, Texas 79701

Current Owner and Holder of the Note and Deed of Trust: BP-Residential, L.L.C.

Obligation: Real Estate Lien Note dated December 23, 2013, from Maker, Mr. Victor Manuel Gonzalez and Ms. Lucina Salgado, as husband and wife to Payee, BP-Residential, L.L.C., in the original principal amount of \$99,000.00

Deed of Trust

Date: December 23, 2013

Recording Information: Filed on January 8, 2014, and recorded under document number 201400214 Official Public Records of VICTORIA County, Texas

Grantor: Mr. Victor Manuel Gonzalez and Ms. Lucina Salgado, as husband and wife

Trustee: Stephen A. Beal

Beneficiary: BP-Residential, L.L.C.

Property: Lot No. Sixteen (16), in Block No. Five (5), of RED RIVER HEIGHTS, SECTION III, an addition lying within the corporate limits of THE CITY OF VICTORIA, Victoria County, Texas, according to the establised map and plat of record in Volume 3, Page 9, of the Plat Records, Victoria County, Texas.

Date of Sale (first Tuesday of month): February 2, 2016

Time of Sale: The sale will begin no earlier than 10:00 AM, and no later than three hours thereafter.

Place of Sale: Victoria County Courthouse

Default has occurred under the Deed of Trust. The current owner and holder of the Real Estate Lien Note and the Deed of Trust has instructed the Trustee to offer the Property for sale toward the satisfaction of the Real Estate Lien Note, by a nonjudicial foreclosure sale in accordance with the power of sale granted by the Deed of Trust.

Notice is given that on the Date of Sale, the Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "AS IS", without any express or implied warranties, except warranties of title.

Terms of Sale. The sale will be conducted as a public auction to the highest bidder. If the highest bidder is someone other than the Lender, the purchase price will be payable in cash or its

equivalent, at the discretion of the Trustee, and will be payable immediately on acceptance of the bid by the Trustee. If the Lender is the highest bidder, payment will be by a credit on the Obligation, as permitted by the Deed of Trust.

Those persons and entities desiring to purchase the Property at the public auction, other than the Lender, will need to demonstrate their ability to pay cash on acceptance of the bid by the Trustee.

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 from the lien of the Deed of Trust, as shown in the public records of the county where the Property is located. Prospective bidders are strongly urged to examine the applicable public records to determine the nature and extent of such matters, if any.

The Trustee may sell the Property in one or more parcels and/or 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.

"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 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."

STEPHEN A. BEAL, TRUSTEE FILED

2016 JAN -8 A 9:39

COUNTY CLERK

FILE No. County Clerk, Victoria County, Texas

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

The State of Texas

County of Victoria

\$

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Deed of Trust dated March 7, 2014, DM Custom Homes, LLC conveyed to Janis L. Scott, as Trustee, the following property situated in the County of Victoria, Texas, to-wit:

Lot 31, Block 1, Highland Hills Section IV, an addition to the City of Victoria, Victoria County, Texas, according to the map and plat of said addition of record in Volume 9, Page 73A&B, Plat Records, Victoria County, Texas

(herein the "Property") to secure that one certain Promissory Note therein described in the original principal amount of \$157,000.00 executed by DM Custom Homes, LLC, and made payable to the order of R.L. Denison, Jr. (herein the "Note"), which such Deed of Trust is recorded under Instrument or Document Number 201407968 of the Official Records of Victoria County, Texas (herein "Deed of Trust"); and

WHEREAS, the undersigned has been appointed as Substitute Trustee in the place and stead of Janis L. Scott, Trustee, in the aforesaid Deed of Trust, said appointment being in the manner authorized by the Deed of Trust; and

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust; the indebtedness evidenced therein is now wholly due and 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, February 2, 2016, I will sell for cash, the property in the area designated by the Commissioner's Court of Victoria County as the area where foreclosure sales are to take place, being in the area in front of the east door, facing Bridge Street, of the Victoria County Courthouse, 115 N. Bridge, Victoria, Texas, to the highest bidder. The time at which the sale will begin will be 10 AM, or within three (3) hours after said time.

In offering this property for sale at foreclosure pursuant to its deed of trust, neither the lien holder nor the duly appointed trustee or substitute trustee, as the case may be, make any warranties or representations, express or implied, regarding the compliance or non-compliance of this property with the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), the Resource Conservation and Recovery Act, ("RCRA"), the Texas Solid Waste and Disposal Act, the Regulations of the United States Environmental Protection Agency, the Texas Water Commission, or any other Federal, State or local environmental law or regulation, which include, but are not limited to representations that the property has not been used (i) for the storage, transportation, processing or disposal of hazardous waste, industrial solid or municipal solid waste as those terms are defined in the Texas Solid Waste and Disposal Act, Tex. Rev. Civ. Stat. Ann. Art. 4477-7, or any toxic or hazardous wastes, substances or materials as identified under the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), as amended, and the regulations of the United States Environmental Protection Agency, or (ii) in such a way as to create any environmental condition that is actionable under any Federal, State or local environmental law or regulation. Any such representations or warranties are expressly disclaimed hereby.

The Purchaser of the property at the foreclosure sale shall accept and take the property in its present condition and subject to any loss, claims, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expense, action, or cause of action, pursuant to any Federal, State or local law or regulation.

WITNESS my hand this the YU day of January, 2016 Milton Chapman, Substitute Trustee Goodwin, Suite 700, Victoria, TX 77901 W 2016 JAN - 8 A 10: 47

COUNTY CLERK VICTORIA COUNTY.

TEXAS

ASNS firm file no. 49816/Marshall/R.L. Denison, Jr.

FILE No. 8858

County Clerk, Victoria County, Texas

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

The State of Texas

County of Victoria

00000

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Deed of Trust dated May 2, 2014, DM Custom Homes, LLC conveyed to Janis L. Scott, as Trustee, the following property situated in the County of Victoria, Texas, to-wit:

Lot 32, Block 1, Highland Hills Section IV, an addition to the City of Victoria, Victoria County, Texas, according to the map and plat of said addition of record in Volume 9, Page 73A&B, Plat Records, Victoria County, Texas

(herein the "Property") to secure that one certain Promissory Note therein described in the original principal amount of \$157,000.00 executed by DM Custom Homes, LLC, and made payable to the order of R.L. Denison, Jr. (herein the "Note"), which such Deed of Trust is recorded under Instrument or Document Number 201406545 of the Official Records of Victoria County, Texas (herein "Deed of Trust"); and

WHEREAS, the undersigned has been appointed as Substitute Trustee in the place and stead of Janis L. Scott, Trustee, in the aforesaid Deed of Trust, said appointment being in the manner authorized by the Deed of Trust; and

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust; the indebtedness evidenced therein is now wholly due and 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, February 2, 2016, I will sell for cash, the property in the area designated by the Commissioner's Court of Victoria County as the area where foreclosure sales are to take place, being in the area in front of the east door, facing Bridge Street, of the Victoria County Courthouse, 115 N. Bridge, Victoria, Texas, to the highest bidder. The time at which the sale will begin will be 10 AM, or within three (3) hours after said time.

In offering this property for sale at foreclosure pursuant to its deed of trust, neither the lien holder nor the duly appointed trustee or substitute trustee, as the case may be, make any warranties or representations, express or implied, regarding the compliance or non-compliance of this property with the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), the Resource Conservation and Recovery Act, ("RCRA"), the Texas Solid Waste and Disposal Act, the Regulations of the United States Environmental Protection Agency, the Texas Water Commission, or any other Federal, State or local environmental law or regulation, which include, but are not limited to representations that the property has not been used (i) for the storage, transportation, processing or disposal of hazardous waste, industrial solid or municipal solid waste as those terms are defined in the Texas Solid Waste and Disposal Act, Tex. Rev. Civ. Stat. Ann. Art. 4477-7, or any toxic or hazardous wastes, substances or materials as identified under the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), as amended, and the regulations of the United States Environmental Protection Agency, or (ii) in such a way as to create any environmental condition that is actionable under any Federal, State or local environmental law or regulation. Any such representations or warranties are expressly disclaimed hereby.

The Purchaser of the property at the foreclosure sale shall accept and take the property in its present condition and subject to any loss, claims, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expense, action, or cause of action, pursuant to any Federal, State or local law or regulation.

day of January, 2016 WITNESS my hand this the J. Milton Chapman, Substitute Trustee 101 W. Goodwin, Suite 700, Victoria, TX 77901 FILED 2016 JAN -8 A 10:49

COUNTY CLERK VICTORIA COUNT

Y. TEXAS

ASNS firm file no. 49816/Marshall/R.L. Denison, Jr.

FILE No. 8859

County Clerk, Victoria County, Texas

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

The State of Texas County of Victoria

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Deed of Trust dated June 9, 2014, DM Custom Homes, LLC conveyed to Janis L. Scott, as Trustee, the following property situated in the County of Victoria, Texas, to-wit:

Lot 1, Block 1, Highland Hills Section IV, an addition to the City of Victoria, Victoria County, Texas, according to the map and plat of said addition of record in Volume 9, Page 73A&B, Plat Records, Victoria County, Texas

(herein the "Property") to secure that one certain Promissory Note therein described in the original principal amount of \$157,000.00 executed by DM Custom Homes, LLC, and made payable to the order of R.L. Denison, Jr. (herein the "Note"), which such Deed of Trust is recorded under Instrument or Document Number 201406542 of the Official Records of Victoria County, Texas (herein "Deed of Trust"); and

WHEREAS, the undersigned has been appointed as Substitute Trustee in the place and stead of Janis L. Scott, Trustee, in the aforesaid Deed of Trust, said appointment being in the manner authorized by the Deed of Trust; and

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust; the indebtedness evidenced therein is now wholly due and 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, February 2, 2016, I will sell for cash, the property in the area designated by the Commissioner's Court of Victoria County as the area where foreclosure sales are to take place, being in the area in front of the east door, facing Bridge Street, of the Victoria County Courthouse, 115 N. Bridge, Victoria, Texas, to the highest bidder. The time at which the sale will begin will be 10 AM, or within three (3) hours after said time.

In offering this property for sale at foreclosure pursuant to its deed of trust, neither the lien holder nor the duly appointed trustee or substitute trustee, as the case may be, make any warranties or representations, express or implied, regarding the compliance or non-compliance of this property with the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), the Resource Conservation and Recovery Act, ("RCRA"), the Texas Solid Waste and Disposal Act, the Regulations of the United States Environmental Protection Agency, the Texas Water Commission, or any other Federal, State or local environmental law or regulation, which include, but are not limited to representations that the property has not been used (i) for the storage, transportation, processing or disposal of hazardous waste, industrial solid or municipal solid waste as those terms are defined in the Texas Solid Waste and Disposal Act, Tex. Rev. Civ. Stat. Ann. Art. 4477-7, or any toxic or hazardous wastes, substances or materials as identified under the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), as amended, and the regulations of the United States Environmental Protection Agency, or (ii) in such a way as to create any environmental condition that is actionable under any Federal, State or local environmental law or regulation. Any such representations or warranties are expressly disclaimed hereby.

The Purchaser of the property at the foreclosure sale shall accept and take the property in its present condition and subject to any loss, claims, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expense, action, or cause of action, pursuant to any Federal, State or local law or regulation.

WITNESS my hand this the day of January, 2016. J. Milton Chapman Substitute Trustee 101 W. Goodwin, Suite 700, Victoria, TX 77901 HI EU ASNS firm file no. 49816/Marshall/R.L. Denison, Jr. 51 ZOIB JAN

COUNTY CLERK V VICTORIA COUNTY, TEXAS

FILE No. County Clerk, Victoria County, Texas

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

The State of Texas

County of Victoria

8888

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Deed of Trust dated June 9, 2014, DM Custom Homes, LLC conveyed to Janis L. Scott, as Trustee, the following property situated in the County of Victoria, Texas, to-wit:

Lot 2, Block 1, Highland Hills Section IV, an addition to the City of Victoria, Victoria County, Texas, according to the map and plat of said addition of record in Volume 9, Page 73A&B, Plat Records, Victoria County, Texas

(herein the "Property") to secure that one certain Promissory Note therein described in the original principal amount of \$157,000.00 executed by DM Custom Homes, LLC, and made payable to the order of R.L. Denison, Jr. (herein the "Note"), which such Deed of Trust is recorded under Instrument or Document Number 201406543 of the Official Records of Victoria County, Texas (herein "Deed of Trust"); and

WHEREAS, the undersigned has been appointed as Substitute Trustee in the place and stead of Janis L. Scott, Trustee, in the aforesaid Deed of Trust, said appointment being in the manner authorized by the Deed of Trust; and

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust; the indebtedness evidenced therein is now wholly due and 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, February 2, 2016, I will sell for cash, the property in the area designated by the Commissioner's Court of Victoria County as the area where foreclosure sales are to take place, being in the area in front of the east door, facing Bridge Street, of the Victoria County Courthouse, 115 N. Bridge, Victoria, Texas, to the highest bidder. The time at which the sale will begin will be 10 AM, or within three (3) hours after said time.

In offering this property for sale at foreclosure pursuant to its deed of trust, neither the lien holder nor the duly appointed trustee or substitute trustee, as the case may be, make any warranties or representations, express or implied, regarding the compliance or non-compliance of this property with the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), the Resource Conservation and Recovery Act, ("RCRA"), the Texas Solid Waste and Disposal Act, the Regulations of the United States Environmental Protection Agency, the Texas Water Commission, or any other Federal, State or local environmental law or regulation, which include, but are not limited to representations that the property has not been used (i) for the storage, transportation, processing or disposal of hazardous waste, industrial solid or municipal solid waste as those terms are defined in the Texas Solid Waste and Disposal Act, Tex. Rev. Civ. Stat. Ann. Art. 4477-7, or any toxic or hazardous wastes, substances or materials as identified under the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), as amended, and the regulations of the United States Environmental Protection Agency, or (ii) in such a way as to create any environmental condition that is actionable under any Federal, State or local environmental law or regulation. Any such representations or warranties are expressly disclaimed hereby.

The Purchaser of the property at the foreclosure sale shall accept and take the property in its present condition and subject to any loss, claims, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expense, action, or cause of action, pursuant to any Federal, State or local law or regulation.

WITNESS my hand this the day of January, 2016. Milton Chapman, Substitute Trustee 101 W. Goody in, Suite 700, Victoria, TX 77901 FILED 2016 JAN A 10: 53 - 8

ASNS firm file no. 49816/Marshall/R.L. Denison, Jr.

COUNTY CLERK VICTORIA COUNT TEXAS

County Clerk, Victoria County, Texas NOTICE OF SUBSTITUTE TRUSTEE'S SALE

FILE NO.

The State of Texas

County of Victoria

8888

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by Deed of Trust dated October 10, 2014, DM Custom Homes, LLC conveyed to Janis L. Scott, as Trustee, the following property situated in the County of Victoria, Texas, to-wit:

Lot 16, Block 1, Highland Hills Section IV, an addition to the City of Victoria, Victoria County, Texas, according to the map and plat of said addition of record in Volume 9, Page 73A&B, Plat Records, Victoria County, Texas

(herein the "Property") to secure that one certain Promissory Note therein described in the original principal amount of \$193,060.00 executed by DM Custom Homes, LLC, and made payable to the order of R.L. Denison, Jr. (herein the "Note"), which such Deed of Trust is recorded under Instrument or Document Number 201411922 of the Official Records of Victoria County, Texas (herein "Deed of Trust"); and

WHEREAS, the undersigned has been appointed as Substitute Trustee in the place and stead of Janis L. Scott, Trustee, in the aforesaid Deed of Trust, said appointment being in the manner authorized by the Deed of Trust; and

WHEREAS, default has occurred under the terms of the Note secured by the Deed of Trust; the indebtedness evidenced therein is now wholly due and 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, February 2, 2016, I will sell for cash, the property in the area designated by the Commissioner's Court of Victoria County as the area where foreclosure sales are to take place, being in the area in front of the east door, facing Bridge Street, of the Victoria County Courthouse, 115 N. Bridge, Victoria, Texas, to the highest bidder. The time at which the sale will begin will be 10 AM, or within three (3) hours after said time.

In offering this property for sale at foreclosure pursuant to its deed of trust, neither the lien holder nor the duly appointed trustee or substitute trustee, as the case may be, make any warranties or representations, express or implied, regarding the compliance or non-compliance of this property with the Comprehensive Environmental Response, Compensation and Liability Act, ("CERCLA"), the Resource Conservation and Recovery Act, ("RCRA"), the Texas Solid Waste and Disposal Act, the Regulations of the United States Environmental Protection Agency, the Texas Water Commission, or any other Federal, State or local environmental law or regulation, which include, but are not limited to representations that the property has not been used (i) for the storage, transportation, processing or disposal of hazardous waste, industrial solid or municipal solid waste as those terms are defined in the Texas Solid Waste and Disposal Act, Tex. Rev. Civ. Stat. Ann. Art. 4477-7, or any toxic or hazardous wastes, substances or materials as identified under the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6901 et seq.), as amended, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.), as amended, and the regulations of the United States Environmental Protection Agency, or (ii) in such a way as to create any environmental condition that is actionable under any Federal, State or local environmental law or regulation. Any such representations or warranties are expressly disclaimed hereby.

The Purchaser of the property at the foreclosure sale shall accept and take the property in its present condition and subject to any loss, claims, liability, damages, injunctive relief, injuries to person, property or natural resources, cost, expense, action, or cause of action, pursuant to any Federal, State or local law or regulation.

WITNESS my hand this the day of January, 2016. J. Milton Chapman, Substitute Trustee 101 W. Goodwin, Suite 700, Victoria, TX 77901

2016 JAN -8 A 10: 54 VICTORIA COUNTY, TEXAS

ASNS firm file no. 49816/Marshall/R.L. Denison, Jr.

FILE No. 8869 County Clerk, Victoria County, Texas

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: February 02, 2016
 - Time: The sale will begin at 11:00AM or not later than three hours after that time.
 - <u>Place</u> AREA IN FRONT OF THE EAST DOOR OF THE VICTORIA COUNTY COURTHOUSE BUILDING LOCATED AT 115 N. BRIDGE STREET 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 16, 2008 and recorded in Document CLERK'S FILE NO. 200805793 real property records of VICTORIA County, Texas, with JUAN ROSALEZ JR, grantor(s) and WELLS FARGO BANK, N.A., mortgagee.

4. **Obligations Secured**. Deed of Trust or Contract Lien executed by JUAN ROSALEZ JR, securing the payment of the indebtednesses in the original principal amount of \$102,294.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. WELLS FARGO BANK, N.A. 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. WELLS FARGO BANK, N.A., as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o WELLS FARGO BANK, N.A. 3476 STATEVIEW BLVD FORT MILL S 29715

Addison, Texas 75001

JO WOOLSEY, Y.D. LAREW, FREDERCK BRITTON, JACK BURNS II, EVAN PRESS, PATRICIA SANDERS, KRISTOPER HOLUB, PATRICK ZWIERS, KELLEY BURNS, TANYA GRAHAM, DANIEL WILLSIE, MIKE HANLEY, ISREAL CURTIS, JASON SPENCE, OR JOHN SISK Substitute Trustee c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP 15000 Surveyor Boulevard, Suite 100

Certificate of Posting

My name is ______, and my address is c/o 15000 Surveyor Boulevard, Suite 100, Addison, Texas 75001. I declare under penalty of perjury that on ______ I filed at the office of the VICTORIA County Clerk and caused to be posted at the VICTORIA County courthouse this notice of sale.

	· · · · · · · · · · · · · · · ·
Declarants Name:	
Date:	

FILED

2016 JAN 11 P 2:02



EXHIBIT "A"

BEING LOT NUMBER THREE (3), IN BLOCK NUMBER NINE (9), OF BON-AIRE ADDITION, AN ADDITION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF RECORD IN VOLUME 245, PAGE 581, OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS.



FILE No. 88 (63) County Clerk, Victoria County, Texas

1507 WARREN AVENUE VICTORIA, TX 77901

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: February 02, 2016

- Time: The sale will begin at 11:00AM or not later than three hours after that time.
- <u>Place</u> AREA IN FRONT OF THE EAST DOOR OF THE VICTORIA COUNTY COURTHOUSE BUILDING LOCATED AT 115 N. BRIDGE STREET 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 June 14, 1996 and recorded in Document VOLUME 0225, PAGE 268, AS AFFECTED BY CLERK'S FILE NO. 200605848, RECASTING AGREEMENT & CLERK'S FILE NO. 200713836 & 201009216, LOAN MOD'S. real property records of VICTORIA County, Texas, with SIMON HYSQUIERDO AND MICHELLE HYSQUIERDO, grantor(s) and CUSTOM MORTGAGE CORP., mortgagee.

4. **Obligations Secured**. Deed of Trust or Contract Lien executed by SIMON HYSQUIERDO AND MICHELLE HYSQUIERDO, securing the payment of the indebtednesses in the original principal amount of \$48,180.00, 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

JO WOOLSEY, W.D. LAREW, FREDERICK BRITTON, JACK BURNS II, EVAN PRESS, PATRICIA SANDERS, KRISTOPER HOLUB, PATRICK ZWIERS, KELLEY BURNS, TANYA GRAHAM, DANIEL WILLSIE, MIKE HANLEY, ISREAL CURFIS, JASON SPENCE, OR JOHN SISK Substitute Trustee c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP 15000 Surveyor Boulevard, Suite 100 Addison, Texas 75001

Declarants Name:	 	 	
Date:			

FILED

2016 JAN 11 P 2:03

COUNTY CLERK V

NOS0000005725429

0000005725429

.

EXHIBIT "A"

BEING LOT NUMBER TEN (10), IN BLOCK NUMBER NINE (9), OF MORNINGSIDE ADDITION, AN ADDITION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF SAID ADDITION OF RECORD IN VOLUME 3, PAGE 32, PLAT RECORDS, VICTORIA COUNTY, TEXAS.



111 YUCCA DRIVE VICTORIA, TX 77904

FILE Na_______ County Clerk, Victoria County, Texas

20100022000012

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.

L. Date, Time, and Place of Sale.

Date: February 02, 2016

<u>Time</u>: The sale will begin at 11:00AM or not later than three hours after that time.

<u>Place</u> AREA IN FRONT OF THE EAST DOOR OF THE VICTORIA COUNTY COURTHOUSE BUILDING LOCATED AT 115 N. BRIDGE STREET 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 February 25, 2000 and recorded in Document CLERK'S FILE NO. 200002439 real property records of VICTORIA County, Texas, with BONNIE R WILKINSON AND WILLIAM C WILKINSON, grantor(s) and ASSOCIATES FINANCIAL SERVICES COMPANY OF TEXAS, INC., mortgagee.

4. **Obligations Secured**. Deed of Trust or Contract Lien executed by BONNIE R WILKINSON AND WILLIAM C WILKINSON, securing the payment of the indebtednesses in the original principal amount of \$22,973.77, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. CITIMORTGAGE, INC. 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. CITIMORTGAGE, INC., as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o CITIMORTGAGE, INC. 1000 TECHNOLOGY DRIVE O'FALLON, MO 63368

JO WOOLSEY, BOB FRISCH, VICKI HAMMONDS OR JAMIE STEEN Substitute Trustee c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP 15000 Surveyor Boulevard, Suite 100 Addison, Texas 75001

Certificate of Posting

My name is ______, and my address is c/o 15000 Surveyor Boulevard, Suite 100, Addison, Texas 75001. I declare under penalty of perjury that on ______ I filed at the office of the VICTORIA County Clerk and caused to be posted at the VICTORIA County courthouse this notice of sale.

Declarants Name:	 	 _
Date:		

FILED

2016 JAN 1 1 P 2: 04

TEXAS



٠

EXHIBIT "A"

BEING LOT SIX (6), BLOCK THREE (3), TROPICAL ACRES SUBDIVISION, AN ADDITION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF SAID SUBDIVISION OF RECORD IN VOLUME 3, PAGE 57, MAP AND PLAT RECORDS OF VICTORIA COUNTY, TEXAS.



FILE No. 8865 County Clerk, Victoria County, Texas

NOTICE OF FORECLOSURE SALE

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

BEING ALL OF LOT NO. THIRTY THREE (33), IN BLOCK NO FIVE (5), OF WOODWAY UNIT A, A SUBDIVISION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF SAID SUBDIVISION OF RECORD IN VOLUME 6, PAGE 45, OF THE MAP AND PLAT RECORDS OF VICTORIA COUNTY, TEXAS.

2. Instrument to be Foreclosed. The instrument to be foreclosed is the Deed of Trust dated 05/24/2006 and recorded in Document 200607754 real property records of Victoria County, Texas.

3. Date, Time, and Place of Sale.

Date: 02/02/2016

Time: The sale will begin no earlier than 11:00 AM or no later than three hours thereafter.

<u>Place</u>: Victoria County Courthouse, Texas, at the following location: FRONT OF THE EAST DOOR OF THE COURTHOUSE BUILDING LOCATED AT 115 NORTH BRIDGE STREET OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or as designated by the County Commissioners Court.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash. Pursuant to the deed of trust, the mortgagee 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.

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.

5. *Obligations Secured.* The Deed of Trust executed by JAMES MICHAEL LUSTER AND ANALIZ LUSTER AND NOEMY ISABEL OLSON, provides that it secures the payment of the indebtedness in the original principal amount of \$100,000.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. Ocwen Loan Servicing, LLC is the current mortgagee of the note and deed of trust and OCWEN LOAN SERVICING, LLC is mortgage servicer. A servicing agreement between the mortgagee, whose address is Ocwen Loan Servicing, LLC c/o OCWEN LOAN SERVICING, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

6. Default and Request to Act. Default has occurred under the deed of trust, and the mortgagee has requested a Substitute Trustee conduct this sale. Notice is given that before the sale the mortgagee may appoint another person substitute trustee to conduct the sale.

15-004230-670 110 Woodglenn Drive Victoria, TX 77904

JO WOOLSEY, BOB¹FRISCH, VICKI HAMMONDS OR JAMIE STEEN c/o AVT Title Services, LLC 13770 Noel Road #801529 Dallas, TX 75380-1529

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.



FILE No. <u>8866</u> County Clerk, Victoria County, Texas

ATTENTION SERVICE MEMBERS: ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING IN ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR 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.

۰.

FILED

2016 JAN 11 P 2: 12

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, ANTHONY F. RODRIGUEZ, A SINGLE PERSON delivered that one certain Deed of Trust dated FEBRUARY 2, 2007, which is recorded in INSTRUMENT NO. 2007-0011880 of the real property records of GOLIAD County, Texas, conveying to the Trustee(s) therein named the real property therein described, to secure the payment of a Promissory Note in the principal amount of \$118,639.00 payable to the order of AMERICARE INVESTMENT GROUP, INC. DBA PREMIER CAPITAL LENDING, to which reference is hereby made for a description of the Promissory Note, the terms and covenants of the Deed of Trust, and the property therein conveyed; and

WHEREAS, default, as same is defined in the Promissory Note and/or the Deed of Trust, has occurred and the outstanding indebtedness on same is now wholly due; and

WHEREAS, the undersigned has been appointed Substitute Trustee in place of the original Trustee, upon the contingency and the manner authorized by the Deed of Trust; and

WHEREAS, NATIONWIDE ADVANTAGE MORTGAGE COMPANY, the Mortgagee, or the Mortgage Servicer, has instructed a Substitute Trustee(s) to sell real property described in the Deed of Trust in order to satisfy the indebtedness secured thereby.

NOTICE IS HEREBY GIVEN that on Tuesday, MARCH 1, 2016, beginning at 1:00 PM, or not later than three (3) hours after that time, a Substitute Trustee(s) will sell, to the highest bidder submitting cashier's check, certified check or money order, the following described real property:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF BY THIS REFERENCE

The sale will occur at that area designated by the Commissioners Court of GOLIAD County, Texas, for such sales (OR AT IN THE HALLWAY AT THE NORTH ENTRANCE TO THE COURTHOUSE).

NOTICE IS FURTHER GIVEN that the address of NATIONWIDE ADVANTAGE MORTGAGE COMPANY, the Mortgagee or Mortgage Servicer, is P.O. BOX 919000, DES MOINES, IOWA 50391. Pursuant to the Texas Property Code, the Mortgage Servicer is authorized to administer a foreclosure sale. The name and address of a substitute trustee is Michael J. Schroeder, 3610 North Josey Lane, Suite 206, Carrollton, Texas 75007. A Substitute Trustee is authorized by the Texas Property Code to set reasonable conditions for the foreclosure sale.

Dated: JANUARY 11, 2016.

SUBSTITUTE TRUSTEE(S) MICHAEL J. SCHROEDER OR JO WOOLSEY OR BOB FRISCH OR VICKI HAMMONDS OR JAMIE STEEN

NOTICE SENT BY: MICHAEL J. SCHROEDER 3610 NORTH JOSEY LANE, SUITE 206 CARROLLTON, TEXAS 75007 Tele: (972) 394-3086 Fax: (972) 394-1263

FILE ND.: AGM-1441 PROPERTY: 636 COLOGNE RD VICTORIA, TEXAS 77905

ANTHONY F. RODRIGUEZ

EXHIBIT "A"

BEING a 4.394 acre tract of land situated in the Juan Rene & Son Survey. Abstract 34, Goliad County, Texas, said 4.394 acre tract of land being out of that 405.8409 acre tract of land described in Exhibit "B" (non homestead property) in that Homestead Designation Deed for Travis Marks, Jr. et ux Joyce Marks, dated June 13, 2002, and recorded in Volume 165, Page 446 of the Official Records of Goliad County, Texas, said 4.394 acre tract of land being more fully described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod set in the Southwest right of way line of Cologne Road (80 feet in width) said iron rod bears S 40 29'40" E (based bearing shown in Marks Deed) a distance of 1265.32 feet from an existing iron rod marking the most Northeastern corner of the said Marks 405.8409 acre tract of land, said iron rod and Place of Beginning also being the most Northeastern corner of the herein described tract;

THENCE S 40 29'40" E ,a distance of 240.00 feet along said Southwest right of way line, same being the most Northeastern line of the said Marks 405,8409 acre tract of land, to a 5/8 inch iron rod set at the most Southestern corner of the herein described tract;

THENCE S 54 06'15" W a distance of 799.55 feet to a 5/8inch iron rod set in a curve in Northeastern right of way line of a proposed 60 foot wide roadway, said iron rod being the most Southwestern corner of the herein described tract;

THENCE with said curve to the right radius of 20.00 feet, a chord bearing and distance (N 47 32'52" W, 4.91 feet) to a 5/8 inch iron rod set at the Point of Tangency of said curve, said iron rod also being a corner of the herein described tract:

THENCE N 40 29'40" W, a distance of 235.17 feet along said Northeastern right of way line to a 5/8 Inch iron rod set for the most Northwestern corner of the herein described tract;

THENCE N 54 06'15" E, a distance of 800.15 feet to the Place of Beginning. Containing within these metes and bounds 4.394 acres of land. The tops of all iron rods set were capped with orange plastic survayors caps stamped Balusek-Frankson & Associates, Inc., Victoria, Texas.

FILE NO.: AGM-1441 ANTHONY F. RODRIGUEZ

. 📣

FILE No. 8867 County Clork, Victoria County, Texas NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFOR	MATION:
Date:	01/24/2002
Grantor(s):	DONALD HERRERA AND SPOUSE, MELIDA HERRERA
Original Mortgagee:	WELLS FARGO HOME MORTGAGE, INC.
Original Principal :	\$54,000.00
Recording Information :	Instrument 200201205
Property County :	Victoria
Property:	
	BEING LOT NUMBER TWO (2), IN BLOCK NUMBER ONE (1), OF HILLSHIRE ADDITION, IN VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF SAID ADDITION OF RECORD IN VOLUME 3, AT PAGE 82 OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS, TO WHICH REFERENCE IS HERE MADE FOR DESCRIPTIVE PURPOSES.
Reported Address :	640 HILL ROAD, VICTORIA, TX 77905

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 2nd day of February, 2016
Time of Sale:	11:00AM or within three hours thereafter.
Place of Sale:	AT THE AREA IN FRONT OF THE EAST DOOR OF THE COURTHOUSE BUILDING,
	LOCATED AT 115 NORTH BRIDGE STREET in Victoria County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the
	Victoria County Commissioner's Court.
Substitute Trustee(s):	Jo Woolsey, W.D. Larew, Frederick Britton, Jack Burns II, Evan Press, Patricia Sanders,
	Kristoper Holub, Patrick Zwiers, Kelley Burns, Tanya Graham, Daniel Willsie, Mike Hanley,
	Isreal Curtis, Jason Spence, John Sisk, Cristina Camarata, Sammy Hooda, Michael Burns,
	Alexander Wolfe, Suzanne Suarez or Adam Womack, 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 Jo Woolsey, W.D. Larew, Frederick Britton, Jack Burns II, Evan Press, Patricia Sanders, Kristoper Holub, Patrick Zwiers, Kelley Burns, Tanya Graham, Daniel Willsie, Mike Hanley, Isreal Curtis, Jason Spence, John Sisk, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, 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. Jo Woolsey, W.D. Larew, Frederick Britton, Jack Burns II, Evan Press, Patricia Sanders, Kristoper Holub, Patrick Zwiers, Kelley Burns, Tanya Graham, Daniel Willsie, Mike Hanley, Isreal Curtis, Jason Spence, John Sisk, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, 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,

Buckley Madole, P.C.

FILED

2016 JAN 11 P 2: 15

TEXAS

FILE No. <u>8868</u> County Clerk, Victoria County, Texas NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date:	12/06/2002
Grantor(s):	ARACELY S. LONGORIA AND SPOUSE, JOSE B. LONGORIA AND ROGELIO
	SALAZAR, A MARRIED PERSON
Original Mortgagee:	WELLS FARGO HOME MORTGAGE, INC
Original Principal :	\$57,950.00
Recording Information :	Instrument 200216155
Property County:	Victoria
Property:	
	BEING LOT NUMBER TWO (2), IN BLOCK NUMBER ONE HUNDRED (100), OF
	NORTH HEIGHTS ADDITION, AN ADDITION TO THE CITY OF VICTORIA,
	VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT
	OF SAID ADDITION OF RECORD IN VOLUME 59, PAGE 293 OF THE DEED
	RECORDS OF VICTORIA COUNTY, TEXAS, TO WHICH REFERENCE IS HEREMADE
	FOR DESCRIPTIVE PURPOSES.
Reported Address :	904 E. GUADALUPE STREET, VICTORIA, TX 77901

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:

Tuesday, the 1st day of March, 2016
11:00AM or within three hours thereafter.
AT THE AREA IN FRONT OF THE EAST DOOR OF THE COURTHOUSE BUILDING,
LOCATED AT 115 NORTH BRIDGE STREET in Victoria County, Texas, or, if the
preceding area is no longer the designated area, at the area most recently designated by the
Victoria County Commissioner's Court.
Jo Woolsey, W.D. Larew, Frederick Britton, Jack Burns II, Evan Press, Patricia Sanders,
Kristoper Holub, Patrick Zwiers, Kelley Burns, Tanya Graham, Daniel Willsie, Mike Hanley,
Isreal Curtis, Jason Spence, John Sisk, Cristina Camarata, Sammy Hooda, Michael Burns,
Alexander Wolfe, Suzanne Suarez or Adam Womack, any to act
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 Jo Woolsey, W.D. Larew, Frederick Britton, Jack Burns II, Evan Press, Patricia Sanders, Kristoper Holub, Patrick Zwiers, Kelley Burns, Tanya Graham, Daniel Willsie, Mike Hanley, Isreal Curtis, Jason Spence, John Sisk, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, 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. Jo Woolsey, W.D. Larew, Frederick Britton, Jack Burns II, Evan Press, Patricia Sanders, Kristoper Holub, Patrick Zwiers, Kelley Burns, Tanya Graham, Daniel Willsie, Mike Hanley, Isreal Curtis, Jason Spence, John Sisk, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, 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,

Buckley Madole, P.C.

THED

2016 JAN 11 P 2: 17

TY CLERK

FILE Na 8869

County Clerk, Victoria County, Texas

NOTICE OF TRUSTEE'S SALE

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.

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.

WHEREAS, on February, 27 2009, ANDY TORRES, AN UNMARRIED MAN, executed a Texas Deed Of Trust conveying to G. TOMMY BASTAIN as Trustee, the Real Estate hereinafter described, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR COUNTRYPLACE MORTGAGE, LTD, in the payment of a debt therein described, said TEXAS DEED OF TRUST being recorded under County Clerk Number 200902645, in the DEED OF TRUST OR REAL PROPERTY records of **VICTORIA** COUNTY, TX; and

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 the contingency and in the manner authorized by said TEXAS DEED OF TRUST;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on TUESDAY, **February 2, 2016** between ten o'clock AM and four o'clock PM and beginning not earlier than 11:00 AM or not later than three hours thereafter, I will sell said Real Estate at the County Courthouse in **VICTORIA** COUNTY, TEXAS to the highest bidder for cash. The sale will be conducted in the area of the Courthouse; specifically, the area in front of the East door of the Courthouse Building, located at 115 North Bridge Street 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, of said county, pursuant to Section §51.002 of the Texas Property Code as amended.

Said Real Estate is described as follows:

BEING TRACT NO NINE (9), OF CRESCENT VALLEY MEADOWS, AN ADDITION IN VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF SAID ADDITION OF RECORD IN VOLUME 8, AT PAGE 18A OF THE PLAT RECORDS OF VICTORIA COUNTY, TEXAS, TO WHICH REFERENCES IS HEREMADE FOR DESCRIPTIVE PURPOSES. INCLUDES THE MANUFACTURED HOUSING UNIT AS PART OF THE REAL PROPERTY DESCRIBED AS: MAKE: PALM HARBOR HOMES MODEL: KEYSTONE YEAR: 1999 SERIAL NUMBER: PH174549A/B LENGTH & WIDTH: 28 x 52

Property Address:	1280 YORK ROAD
1 2	VICTORIA, TX 77905
Mortgage Servicer:	Carrington Mortgage Services, LLC
Noteholder:	Carrington Mortgage Services, LLC
	1600 South Douglass Road, Suite 200-A
	Anaheim, CA 92806

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.

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.

WITNESS MY HAND this day, January 11, 2016.

2016 JAN | | P 2: 21

Jo Woolsey, Bob Frisch, Vicki Hammonds, Jamie Steen, Oscar Cabellero, Donna Cabellero, Jim Rector, Denise Rector, W.D. Larew, Martin Vacca, Antonio Bazaldua, Jose A. Bazaldua, Chance Oliver or Bret Allen, Substitute Trustee c/o Angel Reyes & Associates, P.C. 5950 Berkshire Lane, Suite 410 Dallas. TX 75225 469-425-3140

FILE No. 887D County Clerk, Victoria County, Texas

Date: January 11, 2016

Trustee: Clay E. Morgan

Lender: WC Ranches, LLC

- Note: Real Estate Lien Note dated 8/15/2012, in the original principal amount of \$41,400.00, executed by Borrower and made payable to the order of Lender.
- Deed of Trust: Deed of Trust dated 8/15/2012, executed by Rudolph H Rivera & Olivia Rivera to Clay E. Morgan, Trustee for the benefit of lender, covering the Property and recorded in Document Number 201209504 of the Official Public Records of Victoria County, Texas
- Property: (Tract 42) 5.080 Acres in the Indianola Railroad Company Survey No. 9, A-190, Victoria County, Texas.

Date of Sale (first Tuesday of month): March 1, 2016

Time of Sale: 2:00 p.m. to 5:00 p.m., local time

Place of Sale: The location designated by the commissioner's court of Victoria County, Texas for conducting public foreclosure sales is at 115 N. Bridge Street, Victoria, Texas 77901.

Lender has duly appointed Clay E. Morgan as Trustee under the Deed of Trust. Lender has instructed Trustee to offer the Property for sale toward the satisfaction of the Note.

Notice is given that on the Date of Sale, Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash, "AS-IS." The earliest time the sale will occur is the Time of Sale, and the sale will be conducted no later than three hours thereafter.

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.

Clay E. lorgan



2016 JAN 11 P 2:28 TY. TEXAS

Clerk, Victoria County, Texas

NATIONSTAR MORTGAGE LLC (CXE) **County Clerk,** GOLD, JOEY P. AND CHERYLL A. 102 WATER OAK COURT, VICTORIA, TX 77901

Our File Number: 15-021660

NOTICE OF TRUSTEE'S SALE

WHEREAS, on March 23, 2007, JOEY P. GOLD AND CHERYLL A. GOLD, HUSBAND AND WIFE, as Grantor(s), executed a Deed of Trust conveying to G. TOMMY BASTIAN, as Trustee, the Real Estate hereinafter described, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR COUNTRYWIDE HOME LOANS, INC. in payment of a debt therein described. The Deed of Trust was filed in the real property records of **VICTORIA** COUNTY, TX and is recorded under Clerk's File/Instrument Number 200703865, 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, February 2, 2016 between ten o'clock AM and four o'clock PM and beginning not earlier than 11:00AM or not later than three hours thereafter, I will sell said Real Estate in the area designated by the Commissioners Court, of Victoria 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 Victoria, State of Texas:

FILE No.

BEING LOT NO. TWENTY-TWO (22), IN BLOCK NO. TWO (2), OF OAK HAVEN ESTATES, AN ADDITION IN THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF SAID SUBDIVISION OF RECORD IN VOLUME 8, PAGES 114 A&B OF THE MAP AND PLAT RECORDS OF VICTORIA COUNTY, TEXAS, REFERENCE TO WHICH IS HEREMADE FOR ALL PURPOSES.

Property Address:

Mortgage Servicer: Noteholder: 102 WATER OAK COURT VICTORIA, TX 77901 NATIONSTAR MORTGAGE LLC NATIONSTAR MORTGAGE LLC 8950 CYPRESS WATERS BLVD COPPELL, TEXAS 75019

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.

FILED 2016 JAN 12 P 1: 24 Didi Cioley VICTORIA COUNTY, TEXAS SUBSTITUTE TRUSTEE JO WOOLSEY OR BOB FRISCH OR VICKI HAMMONDS OR ARNOLD MENDOZA OR SANDRA MENDOZA OR JAMIE STEEN OR W.D. LAREW OR FREDERICK BRITTON OR JACK BURNS II OR EVAN PRESS OR PATRICIA SANDERS OR KRISTOPER HOLUB OR PATRICK ZWIERS OR KELLEY BURNS OR TANYA GRAHAM OR DANIEL WILLSIE OR MIKE HANLEY OR ISREAL CURTIS OR JASON SPENCE OR JOHN SISK OR OSCAR CABALLERO OR DONNA CABALLERO c/o Shapiro Schwartz, LLP 13105 Northwest Freeway, Suite 1200 Houston, TX 77040 (713)462-2565

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.

FILE NO. County, Texas **County Clerk**

FHA 495-5688979-703 Our File Number: 15-019865

NATIONSTAR MORTGAGE LLC (CXE) GARCIA, VELMA AND JOE 3106 GAYLE DRIVE, VICTORIA, TX 77901

NOTICE OF TRUSTEE'S SALE

WHEREAS, on October 12, 2000, JOE DAVID GARCIA AND VELMA GARCIA HUSBAND AND WIFE, as Grantor(s), executed a Deed of Trust conveying to TOMMY ADAMS, as Trustee, the Real Estate hereinafter described, to LEGEND FINANCIAL GROUP, INC., DBA EXPRESS EQUITIES CORP., A TEXAS CORPORATION in payment of a debt therein described. The Deed of Trust was filed in the real property records of VICTORIA COUNTY, TX and is recorded under Clerk's File/Instrument Number 200012758, 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, February 2, 2016 between ten o'clock AM and four o'clock PM and beginning not earlier than 11:00AM or not later than three hours thereafter, I will sell said Real Estate in the area designated by the Commissioners Court, of Victoria 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 Victoria, State of Texas:

BEING ALL OF LOT NO. TWENTY-SIX (26), IN BLOCK NO. SIX (6). OF MAYFAIR TERRACE SECTION I, A SUBDIVISION TO THE CITY OF VICTORIA, VICTORIA COUNTY, TEXAS, ACCORDING TO THE ESTABLISHED MAP AND PLAT OF RECORD IN VOLUME 3, PAGE 23, OF THE MAP AND PLAT RECORDS OF VICTORIA COUNTY, TEXAS.

Property Address:

Mortgage Servicer: Noteholder:

3106 GAYLE DRIVE VICTORIA, TX 77901 NATIONSTAR MORTGAGE LLC U.S. BANK NATIONAL ASSOCIATION AS TRUSTEE FOR STRUCTURED ASSET SECURITIES CORPORATION MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2005-RF6 8950 CYPRESS WATERS BLVD COPPELL, TEXAS 75019

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.

2016 JAN 12 P 1:26

VICTORIA COUNTY, TEXAS

SUBSTITUTEIRUSTEE JO WOOLSEY OR BOB FRISCH OR VIOKI HAMMONDS OR ARNOLD MENDOZA OR SANDRA MENDOZA OR JAMIE STEEN OR W.D. LAREW OR FREDERICK BRITTON OR JACK BURNS II OR EVAN PRESS OR PATRICIA SANDERS OR KRISTOPER HOLUB OR PATRICK ZWIERS OR KELLEY BURNS OR TANYA GRAHAM OR DANIEL WILLSIE OR MIKE HANLEY OR ISREAL CURTIS OR JASON SPENCE OR JOHN SISK OR OSCAR CABALLERO OR DONNA CABALLERO c/o Shapiro Schwartz, LLP 13105 Northwest Freeway, Suite 1200 Houston, TX 77040 (713)462-2565

لام THE STATE OF HIPPOPS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared 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.

GIVEN UNDER MY HAND AND SEAL	OF OFFICE this 12th day of Jonuary,
20_16.	Kay J. Posert
KAY L. POSEY MY COMMISSION EXPIRES March 17, 2017	NOTART FORDER in a COUNTY, My commission expires: $3-17-17$ Type or Print Name of Notary KAYL-POSEY

Li.

<u>م</u>

*

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.

FILE No. 8873 County Clerk, Victoria County, Texas

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

Pursuant to authority conferred upon me by that certain Deed of Trust executed by TY TRAHAN and JAMIE TRAHAN of Victoria County, Texas, dated September 12, 2014, and duly recorded as Instrument No. 201410701 of the Official Records of Victoria County, Texas, I will, as Substitute Trustee under said Deed of Trust, in order to satisfy the indebtedness secured thereby and at the request of the holder of said indebtedness, default having been made in the payment thereof, sell on Tuesday, February 2, 2016, (that being the first Tuesday of said month), at public auction to the highest bidder for cash at the area of the Victoria County Courthouse designated by the Victoria County Commissioners Court for foreclosure sales (the Commissioners Court designation is recorded in the Real Property Records of Victoria County, Texas), said Courthouse being located in Victoria, Texas, between the hours of 10:00 o'clock a.m. and 1:00 o'clock p.m. of that day (the earliest time at which the sale will occur is 10:00 o'clock a.m., and the latest time at which it may occur is 1:00 o'clock p.m.), the following-described property, to-wit:

BEING a 6.00 acre tract of land being in the PEDRO GALLARDO LEAGUE, A-32 in Victoria County, Texas and being out of the MARY MARGARET MEYER 32.87 acre tract and being more fully described by metes and bounds description on Exhibit "A" attached hereto and incorporated herein by reference for all purposes;

Subject, however, to any title exceptions and other matters set forth in the Deed of Trust described above or as may appear of record in the Office of the County Clerk of Victoria County, Texas, any ad valorem taxes that may be owing against the above-described property, and to any rights of parties in possession of the above-described property.

NOTICE

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.

Executed this 11th day of January, 2016.

FILED 2016 JAN 12 P 3:57 COUNTY GL VICTORIA COUNT Y. TEXAS

HOWARD R. MAREK,

Substitute Trustee 203 N. Liberty Victoria, Texas 77901 361-573-5500 Telephone 361-570-2184 Facsimile

cathy\newefirst\trahan, ty\notice of sale

EXHIBIT A

STATE OF TEXAS]

COUNTY OF VICTORIAJ

FIELDNOTE DESCRIPTION of a 6.00 are tract of land being in the Pedro Gallardo League; ' A-32 in Victoria County, Texas and being out of the Mary Margaret Meyer 32.87 sere tract (675-

5

с.

τ'

421) and being more fully described by metes and bounds as follows:

BEGINNING at a 5/8" steel rebar set with %" yellow and black polynopylene barricade flagging attached for the west corner of said Meyer tract at the intersection of the nonheast line of Givens Road (40" R.O.W.) with the southeast right-of-way line of F. M. 446 (80" R.O.W.);

THENCE, along said right-of-way line, N54°51'08°E, 169.65 feet to a 5/8" steel reber set with %" yellow and black polypropyiene harricade flagging statched for the beginning of a curve to the left;

THENCE, along said curve to the left, Delta = 04°11', Radius = 2905.34', Arc = 212.13', and whose chord bears N52°43'35"E, 212.08 fact to a 5/8" steel rebar set with %" yellow and black polypropylene barricade flagging attached for end of this curve;

THENCE, continuing along said right-of-way line, NS0°40°11″E, 43.15 feet to a 5/8″ steel rebut set with ½″ yellow and black polypropylane barriesde flagging stinched for the beginning of a curve to the right;

THENCE, continuing along said right-of-way line along said curve to the right, Delta = $01^{\circ}56'15''$, Radius = 2824.89', Arc = 95.58', and whose shord beaus N51°38'01"E, 95.57 feet to a 5/8'' strel rebar set with %* yellow and black polypropylene barricade flagging attached for north course of this description;

THENCE, S34°59°34"E, S15.22 fact to a 5/8" steel rehar set with %" yellow and black polypropylene harricade flagging attached for east comer of this tract;

THENCE, SS5°00'26"W, 520.00 feet to a 5/8" steel rebar set with ½" yellow and black polymopylene barriesde flagging attached for south corner of this description in the northeast right-of-way line of Givens Road;

THENCE, along the northeast right-of-way line, N34°59'34W, 497.56 fact to the PLACE OF BEGINNING; CONTAINING within these metes and bounds 6.00 acres of land (D.C. = N35°W);

3

P.I.S. No. 4012

The foregoing metes and bounds description is prepared from an on-the-ground survey on 28 September 20098 without the aid of a title report and is accompanied by a plat of even survey date. Final conners set on 30 September 2009.

-1

Davis/Moyor6.00Ac

