

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

2017 MAR 27 PM 2:29

DEED OF TRUST INFORMATION:

Date: 04/13/2006
Grantor(s): DAVID EUGENE ELLIS AND WIFE, VERONICA ROSE ELLIS
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS
NOMINEE FOR PRIMEWEST MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS

M. Womack
EMPT

Original Principal: \$41,670.00
Recording Information: Book 1032 Page 1821 Instrument 20061821
Property County: Hale
Property:

Reported Address: ALL OF LOT 5, BLOCK 91, ALEXANDER AND WESTMORELAND ADDITION TO THE TOWN OF PLAINVIEW, HALE COUNTY, TEXAS
707 HOUSTON STREET, PLAINVIEW, TX 79072

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, NA
Mortgage Servicer: Wells Fargo Bank, N. A.
Current Beneficiary: Wells Fargo Bank, NA
Mortgage Servicer Address: 3476 Stateview Boulevard, Fort Mill, SC 29715

SALE INFORMATION:

Date of Sale: Tuesday, the 6th day of June, 2017
Time of Sale: 1:00PM or within three hours thereafter.
Place of Sale: AT THE AREA OF THE BULLETIN BOARD OF THE COURTHOUSE, WEST ENTRANCE in Hale County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Hale County Commissioner's Court.

Substitute Trustee(s): Jose A. Bazaldua, Antonio Bazaldua, Jonathan Schendel, Ramiro Cuevas, Frederick Britton, Doug Woodard, Kristie Alvarez, Braden Barnes, Michael Burns, Thuy Frazier, 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 Jose A. Bazaldua, Antonio Bazaldua, Jonathan Schendel, Ramiro Cuevas, Frederick Britton, Doug Woodard, Kristie Alvarez, Braden Barnes, Michael Burns, Thuy Frazier, 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. Jose A. Bazaldua, Antonio Bazaldua, Jonathan Schendel, Ramiro Cuevas, Frederick Britton, Doug Woodard, Kristie Alvarez, Braden Barnes, Michael Burns, Thuy Frazier, 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.

Jose A. Bazaldua

Notice of [Substitute] Trustee 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: 06/06/2017

Time: The sale will begin at 01:00 PM or not later than three hours after that time

Place: Hale County Courthouse, 500 Broadway, Plainview, TX 79072 - THE AREA OF THE BULLETIN BOARD OF THE COURTHOUSE, WEST ENTRANCE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS

Property Address: 305 West Cleveland Street, Hale Center, TX 79041

Handwritten signature
MAR 27 PM 2:28

- 2. **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. Any conveyance of the property is subject to all matters of record affecting the property
- 3. **Instrument to be Foreclosed:** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated 07/31/2000 and recorded 08/10/2000 in Document ---, Book 0961 Page 790, real property records of Hale County, Texas, with Juana M. Hernandez, a single person and Valentine L. Hernandez, a Married Person grantor(s) and Security Mortgage & Trust.
- 4. **Appointment of Substitute Trustee:** The undersigned has been appointed Substitute Trustee in the place of said original Trustee, upon the contingency and in the manner authorized by the above referenced Deed of Trust.
- 5. **Obligation Secured:** Deed of Trust or Contract Lien executed by Juana M. Hernandez, a single person and Valentine L. Hernandez, a Married Person securing the payment of the indebtedness in the original principal amount of \$ 64,966.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. Ocwen Loan Servicing, LLC is the current mortgagee of the note and the deed of trust or contract lien.
- 6. **Default:** A default has occurred in the payment of indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness.
- 7. **Property to be sold:** The property to be sold is described as follows:

LOTS 11 THROUGH 13, BLOCK 91, ORIGINAL TOWN OF HALE CENTER, HALE COUNTY, TEXAS (ACCORDING TO THE MAP OR PLAT OF SAID SUBDIVISION OF RECORD IN VOLUME 5, PAGE 640 OF HALE COUNTY DEED RECORDS).

Notice of [Substitute] Trustee Sale

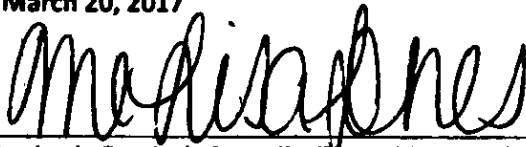
8. **Mortgage Servicer Information:** The Mortgage Service is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the property referenced above. **Ocwen Loan Servicing, LLC**, as Mortgage Servicer, is representing the current mortgagee, whose address is:

C/O Ocwen Loan Servicing, LLC
1661 Worthington Rd., Suite 100
West Palm Beach, FL 33409
Phone: 1-800-746-2936

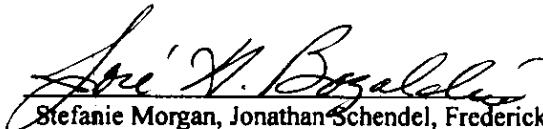
9. **Limitation of Damages:** If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagee, the Mortgagee's attorney,

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

Date: March 20, 2017



Stephanie Spurlock, Laterrika Thompkins, Camisha Scott, Keisha Lyons, Melisa Jones, Iman Walcott, Tanesha Humphrey, Claire Buxton – Attorney or Authorized Agent of The Mortgagee or Mortgage Servicer



Stefanie Morgan, Jonathan Schendel, Frederick Britton, Doug Woodard, Kristie Alvarez, Antonio Bazaldua, Jose A. Bazaldua, Aurora Campos, Ramiro Cuevas, Matthew Wolfson, Clay Golden, Markcos Pineda, Chris Demarest, Kelley Burns, Tanya Graham, Daniel Willsie, Phillip Pierceall, Rick Montgomery, Terry Waters, Logan Thomas, Chance Oliver, Max Murphy or Bret Allen – Substitute Trustee(s)

C/O Power Default Services, Inc.
Northpark Town Center
1000 Abernathy Rd NE; Bldg 400, Suite 200
Atlanta, GA 30328
Telephone: 855-427-2204
Fax: 866-960-8298

POWER DEFAULT SERVICES, INC. MAY BE ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT. ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.