Notice of Foreclosure Sale

June 10, 2019

Deed Of Trust ("Deed of Trust"):

Dated:	September 1, 2013
Grantor:	Justin S. Machost and Codie S. Weber
Trustee:	New Wave Properties
Original Lender:	Private Investors Family Limited Partnership
Recorded in:	Document No. 655132 of the real property records of San Patricio County, Texas
Assignment:	The Note and the security interests of the Deed of Trust were transferred and assigned to Laney Sloan d/b/a LRS homes and Construction by an instrument dated August 1, 2018, recorded in Document No. 681696 of the real property records of San Patricio County Texas
Legal Description:	Lot Twenty Five (25), Block One (1) Oak Ridge Estates, Unit 6, as recorded in Volume 13, Pages 24 and 25 of the Map Records of San Patricio County, Texas
Secures:	Real Estate Lien Note ("Note") in the original principal amount of $129,900.00, executed by Justin S. Machost and Codie S. Weber ("Borrower") and payable to the order of Lender

Foreclosure Sale:

Date:	Tuesday, July 2, 2019
Time:	The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 10am and not later than three hours thereafter.
Place:	At the County Courthouse in San Patricio County, Texas, on the first floor of the courthouse, at the South entrance facing Main St., between the glass doors in the vestibule unless the location of the sale has been otherwise designated to a specific location by the Commission's Court of San Patricio Court.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Laney Sloan d/b/a LRS Homes and Construction's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Laney Sloan d/b/a LRS Homes and Construction, the owner and holder of the Note, has requested Substitute Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Laney Sloan d/b/a LRS Homes and Construction's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Laney Sloan d/b/a LRS Homes and Construction's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Substitute Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Laney Sloan d/b/a LRS Homes and Construction passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Laney Sloan d/b/a LRS Homes and Construction. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Substitute Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute 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 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.

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.

Gray P. Scoggins
Attorney for Mortgagee

Gray P. Scoggins
71 N. Wright St.
Alice, Texas 78332
Telephone (361) 668-3536
Telecopier (361) 668-3576

STATE OF TEXAS *
*
COUNTY OF JIM WELLS *

SUBSCRIBED AND SWORN TO BEFORE ME on June 10, 2019, and by Gray P. Scoggins to certify which witness my hand and seal of office.

TANYA MARIE MARTENS
Notary Public
STATE OF TEXAS
ID#12947380-0
My Comm. Exp. June 28, 2021

Notary Public, State of Texas

RECEIVED

JUN 10 2019
2:20p M
GRACIE ALANIZ-GONZALES
COUNTY CLERK

C&M No. 44-19-0458 / Home Equity / No / FILE NOS
Cenlar FSB

NOTICE OF TRUSTEE'S SALE

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately. Sender is: Codilis & Moody, P.C., 400 North Sam Houston Parkway East, Suite 900A, Houston, Texas 77060

Date of Security Instrument: January 04, 2016

Grantor(s): Joshua L. Culberth and Elizabeth Culberth, husband and wife

Original Trustee: Ruth W. Garner

Original Mortgagee: Security Service Federal Credit Union

Recording Information: Clerk's File No. 653733, in the Official Public Records of SAN PATRICIO County, Texas.

Current Mortgagee: Security Service Federal Credit Union

Mortgage Servicer: Cenlar FSB, whose address is C/O Attn: BK Department, 425 Phillips Blvd, Ewing, NJ 08618 Pursuant to a Servicing Agreement between the Mortgage Servicer and Mortgagee, the Mortgage Servicer is authorized to represent the Mortgagee. Pursuant to the Servicing Agreement and Section 51.0025 of the Texas Property Code, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the referenced property.

Legal Description:
LOT SIX (6), BLOCK TWO (2), HILLCREST SUBDIVISION, AN ADDITION IN THE CITY OF INGLESIDE, SAN PATRICIO COUNTY, TEXAS AS SHOWN BY MAP OR PLAT THEREOF RECORDED IN ENVELOPE A-341, TUBE 28-1, MAP RECORDS, OF SAN PATRICIO COUNTY, TEXAS, TO WHICH REFERENCE IS HERE MADE FOR ALL PERTINENT PURPOSES

Date of Sale: 07/02/2019 **Earliest Time Sale Will Begin:** 11:00 AM

APPOINTMENT OF SUBSTITUTE TRUSTEE

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.

WHEREAS, the undersigned hereby APPOINTS AND DESIGNATES Jim Rector, Denise Rector, Jo Woolsey, W.D. Larew, Vicki Hammonds, Arnold Mendoza, Leslye Evans, Thomas Delaney, Danya Gladney or Lisa Cockrell as Substitute Trustee

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.

4696175

Place of Sale of Property: The foreclosure sale will be conducted in the area designated by the SAN PATRICIO County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where the foreclosure sales are to take place, or if no place is designated by the Commissioners Court, the sale will be conducted at the place where the Notice of Trustee's Sale was posted.

Executed on this the 6th day of June, 2019.

For Information:

"Servicelink Default Abstract Solutions
1320 Greenway Drive, Suite 300
Irving, TX 75038

Nicole M. Bartee, Attorney at Law
Codilis & Moody, P.C.
400 N. Sam Houston Pkwy E, Suite 900A
Houston, TX 77060
(281) 925-5200

Posted and filed by:_____

Printed Name: _____

C&M No. 44-19-0458 / Home Equity / No
Cenlar FSB

RECEIVED

JUN 10 2019

2:21 pM

GRACIE ALANIZ-GONZALES
COUNTY CLERK

1023 SOUTHCLIFF DRIVE
PORTLAND, TX 78374

00000008389421

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: July 02, 2019

   Time: The sale will begin at 1:00 PM or not later than three hours after that time.

   Place: THE SOUTH ENTRANCE INSIDE BUILDING ON THE FIRST FLOOR OF THE SAN PATRICIO COUNTY COURTHOUSE 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 January 28, 2010 and recorded in Document CLERK'S FILE NO. 597369; AS AFFECTED BY CLERK'S FILE NO. 688578 real property records of SAN PATRICIO County, Texas, with RYAN K GONZALES AND HEATHER A GONZALES, grantor(s) and WELLS FARGO BANK, NATIONAL ASSOCIATION, mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by RYAN K GONZALES AND HEATHER A GONZALES, securing the payment of the indebtednesses in the original principal amount of $102,999.00, 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, SC 29715

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

The undersigned as attorney for the mortgagee or mortgage servicer does herby remove the original trustee and all successor substitute trustees and appoints in their steed JO WOOLSEY, BOB FRISCH, ARNOLD MENDOZA, SANDRA MENDOZA, JODI STEEN, JAMIE STEEN, SUSAN SANDOVAL, LESLYE EVANS, VICKI HAMMONDS, ALEXIS MENDOZA, BARBARA SANDOVAL, MARTHA BOETA, RAYMOND PEREZ, GARRETT SANDERS, MEGAN YASSI, JOHN SISK OR LANNA LAREW, WILLIAM D. LAREW whose address is c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320 as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original trustee under the said Deed of Trust; and, further does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein.

Shawnika Harris

Certificate of Posting

My name is _____, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320. I declare under penalty of perjury that on _____ I filed at the office of the SAN PATRICIO County Clerk and caused to be posted at the SAN PATRICIO County courthouse this notice of sale.

_____

Declarants Name:_____

Date:_____

EXHIBIT "A"

LOT TWELVE (12), BLOCK FOUR (4), WESTCLIFF #3, AN ADDITION TO THE CITY OF PORTLAND IN SAN PATRICIO COUNTY, TEXAS, AS SHOWN BY MAP OR PLAT OF SAME OF RECORD IN VOLUME 8, PAGE 35 OF THE MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS.

NOTICE OF FORECLOSURE SALE

June 7, 2019

Deed of Trust and Security Agreement ("Deed of Trust"):

Dated:	February 7, 2019
Grantor:	Joseph Maximus Jeremiah
Trustee:	Michael Meier
Lender:	Munir Munawar
Recorded in:	Document Number 684772 of the Official Public Records of San Patricio County, Texas
Legal Description:	BEING Lot Number One (1), Two (2), Three (3), Four (4), Five (5), Six (6), and Seven (7), in Block Number Four (4), of FRICK'S FIRST ADDITION, City of Aransas Pass, San Patricio County, Texas, according to the established map and plat of said addition of record in Volume 1, Page 6A of the Map Records of San Patricio County, Texa, to which reference is here made for descriptive purposes.
Secures:	Promissory Note ("Note") in the original principal amount of $450,000.00, executed by Joseph Maximus Jeremiah ("Borrower") and payable to the order of Lender and all other indebtedness of Borrower to Lender
Trustee:	Michael Meier
Trustee's Address:	111 S. Main, P.O. Box 550, Victoria, Texas, 77901

Foreclosure Sale:

Date:	Tuesday, July 2, 2019
Time:	The sale of the Property will be held between the hours of 1:00 P.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 1:00 p.m. and not later than three hours thereafter.
Place:	On the first floor of the courthouse at the south entrance between

the glass doors in the vestibule of the San Patricio County Courthouse building, located at 400 W. Sinton St., Sinton, Texas, or if such area is no longer the designated area then at the area most recently designated by the San Patricio County Commissioner's Court.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Munir Munawar's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Munir Munawar, the owner and holder of the Note, has elected to declare all sums secured by the Deed of Trust to be immediately due and payable, and has requested Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Munir Munawar's election to accelerate the maturity of the Note and to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Munir Munawar's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Munir Munawar passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Munir Munawar. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further

conditions shall be announced before bidding is opened for the first sale of the day held by 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 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.

Dated: June 7, 2019

Michael Meier
Trustee
111 S. Main, P.O. Box 550
Victoria, Texas 77901
Telephone (361) 573-4344
Telecopier (361) 573-1040

RECEIVED
JUN - 6 2019
1:08 P M
GRACIE ALANIZ-GONZALES
COUNTY CLERK

NOTICE OF FORECLOSURE 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 OR 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. ***Property to Be Sold.*** The property to be sold is described as follows: LOT TWO R (2R), BLOCK TWELVE (12), PELICAN COVE ADDITION, PHASE II, AN ADITION TO THE CITY OF ARANSAS PASS, SAN PATRICIO COUNTY, TEXAS ACCORDING TO MAP OR PLAT RECORDED IN ENVELOPE A-157, TUBE 25-2 OF THE MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS.

2. ***Instrument to be Foreclosed.*** The instrument to be foreclosed is the Deed of Trust dated 06/14/2007 and recorded in Document 570180 real property records of San Patricio County, Texas.

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

Date:	07/02/2019
Time:	01:00 PM
Place:	San Patricio County, Texas at the following location: FIRST FLOOR OF THE COURTHOUSE AT THE SOUTH ENTRANCE BETWEEN THE GLASS DOORS IN THE VESTIBULE 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.

5. ***Obligations Secured.*** The Deed of Trust executed by CAROLYN CASTERLINE, provides that it secures the payment of the indebtedness in the original principal amount of $520,000.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. CIT Bank, N.A. is the current mortgagee of the note and deed of trust and LOANCARE is mortgage servicer. A servicing agreement between the mortgagee, whose address is CIT Bank, N.A. c/o LOANCARE, 3637 Sentara Way, Virginia Beach, VA 23452-4262 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

6. ***Order to Foreclose.*** CIT Bank, N.A. obtained a Order from the 36th District Court of San Patricio County on 02/02/2017 under Cause No. S-14-5169CV-A. The mortgagee has requested a Substitute Trustee conduct this sale pursuant to the Court's Order.

7. ***Substitute Trustee(s) Appointed to Conduct Sale.*** In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint SANDRA MENDOZA, ARNOLD MENDOZA, ALEXIS MENDOZA, SUSANA SANDOVAL, LESLYE EVANS OR W.D. LAREW , Substitute Trustee to act under and by virtue of said Deed of Trust.

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.

Mackie Wolf Zientz & Mann, P.C.
Brandon Wolf, Attorney at Law
L. Keller Mackie, Attorney at Law
Lori Liane Long, Attorney at Law
Chelsea Schneider, Attorney at Law
Ester Gonzales, Attorney at Law
Parkway Office Center, Suite 900
14160 North Dallas Parkway

SANDRA MENDOZA, ARNOLD MENDOZA, ALEXIS MENDOZA, SUSANA SANDOVAL, LESLYE EVANS OR W.D. LAREW

c/o AVT Title Services, LLC
5177 Richmond Avenue Suite 1230
Houston, TX 77056

RECEIVED

JUN 03 2019

3:31 pM

GRACIE ALANIZ-GONZALES
COUNTY CLERK

Notice of Foreclosure Sale

June 3, 2019

Deed of Trust, Security Agreement & Financing Statement ("Deed of Trust"):

Dated:	April 10, 2017
Grantor:	Maria Abelina Garcia, a/k/a Abelina Garcia
Trustee:	Kevin M. Maraist
Lender:	First Community Bank
Recorded in:	Document No. 665595 of the official public records of San Patricio County, Texas.
Secures:	Promissory Note ("Note") in the original principal amount of $321,039.00, executed by Maria Abelina Garcia ("Borrower") and payable to the order of Lender.
Modification:	Modification and Extension of Promissory Note dated September 19, 2018 (as used herein, the terms "Note" and "Deed of Trust" mean the Note and Deed of Trust as so modified, renewed, and/or extended).
Property:	The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, including the real property described as follows, and all rights and appurtenances thereto: Lot Eight (8), Block Two (2), ANGELITA ESTATES, a Subdivision in San Patricio County, Texas, as shown by the map or plat thereof recorded in Envelope No. 1513-1515, Tube 33-3, Map Records of San Patricio County, Texas (the "Property").
Trustee's Address:	Anderson, Lehrman, Barre & Maraist, LLP Gaslight Square 1001 Third Street, Ste. 1 Corpus Christi, TX 78404

Foreclosure Sale:

Date:	Tuesday, July 2, 2019

Time: The sale of the Property will be held between the hours of 10:00 a.m. and 4:00 p.m. local time; **the earliest time at which the Foreclosure Sale will begin is 1:00 p.m.**

Place: San Patricio County Courthouse in Sinton, Texas, at the following location: at the first floor of the courthouse, at the south entrance, between the glass doors in the vestibule, or such other location as may be designated by the County Commissioners Court of San Patricio County, Texas.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, has requested the Trustee to sell the Property.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, the Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure 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 Foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lender. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold **"AS IS," without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, the Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure 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 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.

Dated: June 3, 2019

Kevin M. Maraist, Trustee
1001 Third St., Ste. 1
Corpus Christi, TX 78404
361-884-4981
361-884-1286 (fax)

Mortgagee:

First Community Bank
416 N. Water Street
Corpus Christi, TX 78401

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

SAN PATRICIO County
Deed of Trust Dated: December 7, 2006
Amount: $47,700.00
Grantor(s): DENISE ELAINE OLMEDA
Original Mortgagee: NATIONAL CITY MORTGAGE A DIVISION OF NATIONAL CITY BANK
Current Mortgagee: PNC BANK, NATIONAL ASSOCIATION
Mortgagee Address: PNC BANK, NATIONAL ASSOCIATION, 3232 Newmark Drive, Miamisburg, OH 45342
Recording Information: Document No. 563777
Legal Description: LOT 8, IN BLOCK 2, OF DEL SOL ESTATES, AN ADDITION TO THE CITY OF SINTON, SAN PATRICIO COUNTY, TEXAS, CCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 13, PAGE 75 OF THE MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS.

Date of Sale: July 2, 2019 between the hours of 1:00 PM and 4:00 PM.
Earliest Time Sale Will Begin: 1:00 PM
Place of Sale: The foreclosure sale will be conducted at public venue in the area designated by the SAN PATRICIO 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.

JIM RECTOR OR DENISE RECTOR, JO WOOLSEY, W.D. LAREW, LESLYE EVANS, ARNOLD MENDOZA, MARTHA BOETA, JIM RECTOR, BARBARA SANDOVAL, GARRETT SANDERS, BOB FRISCH, VICKI HAMMONDS, JANICE STONER, MARY GOLDSTON, SANDRA MENDOZA, JODI STEEN, JAMIE STEEN, SUSAN SANDOVAL, RAYMOND PEREZ, MEGAN YASSI, JOHN SISK, VANESSA MCHANEY OR ALEXIS MENDOZA 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. §§ 3901 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.**

RECEIVED

MAY 30 2019
2:50p M
GRACIE ALANIZ-GONZALES
COUNTY CLERK

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.

KIM ELLEN LEWINSKI, ATTORNEY AT LAW
HUGHES, WATTERS & ASKANASE, L.L.P.
1201 Louisiana, SUITE 2800
Houston, Texas 77002
Reference: 2018-004632

Printed Name: Sandra Mendoza
c/o Auction.com, LLC
1 Mauchly
Irvine, California 92618

RECEIVED

MAY 24 2019

950A M

GRACIE ALANIZ-GONZALES
COUNTY CLERK

Notice of Foreclosure Sale

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

   Legal Description: 50 X 177.5 ABST 135 JOHN GIBBS SUR 0.203 ACRES, AS DESCRIBED IN THE MAP RECORDS OF SAN PATRICIO COUNTY.

2. ***Instrument to be Foreclosed.*** The instrument to be foreclosed is the Deed of Trust, Security Agreement and Financing Statement recorded in San Patricio County Deed Records, Document #650343 of the real property records of San Patricio County, Texas.

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

   Date: July 2, 2019

   Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 1:00 p.m.

   Place: San Patricio County Courthouse in Sinton, Texas, at the area designated by commissioners court at San Patricio County Courthouse, 400 W. Sinton St., Sinton, Texas.

   The property code permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refilled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refilling may be after the date originally scheduled for this sale.

4. ***Terms of Sale.*** The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the property code permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the Contract of Deed at the time of sale.

   Those desiring to purchase the property will need to demonstrate their ability to pay cash on the day the property is sold.

   The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. The sale shall not cover any part of the property that has been

released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the deed of trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and or to sell all or only part of the property.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

5. ***Type of Sale.*** The sale is a non-judicial deed-of-trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Texas Property Code and Deed of Trust, executed by Maria Cecilia Pena and Victor M. Perez.

6. ***Obligations Secured.*** The deed of trust provides that it secures the payment of the indebtednesses and obligations therein (collectively, the Obligations") including but not limited to (a) the promissory note in the original principal amount of $51,000.00 executed by Maria Cecilia Pena and Victor M. Perez and payable to the order of Carlos Garza and Karen Garza, (b) all to renewals and extensions of the note; and (c) any and all present and future indebtednesses to Maria Cecilia Pena and Victor M. Perez as the current owners and holders of the Obligations and are the beneficiaries under the Deed of Trust.

   As of May 19, 2017, there was owed $40,484.11 on the Promissory Note, being principal and interest, and late fees, and in addition to $1,500.00 for Attorney fees. The Promissory Note is bearing interest on the matured principal, at the rate of $10.00 per day thereafter.

   Questions concerning the sale may be directed to the undersigned or to the beneficiary, Carlos Garza and Karen Garza.

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

You are notified that the undersigned is attempting to collect this debt and any information obtained from you will be used for such purpose.

Dated: May 21, 2019

Reynaldo Martinez Jr., Substitute Trustee
Martinez Law Firm
915 Kinney Ave., Corpus Christi, Texas 78401
Phone (361) 8987-7111 Fax (361) 887-7222[1]

[1] *Notice of Foreclosure*

NOTICE OF FORECLOSURE SALE

May 23, 2019

RECEIVED

MAY 24 2019

9:10A M

GRACIE ALANIZ-GONZALES
COUNTY CLERK

DEED OF TRUST:

Dated: AUGUST 13, 2014

Grantor: MANUEL BUENTELLO and JULIE A. BUENTELLO

Trustee: ARNOLD GOVELLA

Substitute Trustee: NATHAN A. EAST

Lender: ESTATE OF CHARLES W. MARSHALL, DECEASED

Recorded in: Clerk's File No. 639868 of the Official Public Records of San Patricio County, Texas recorded on August 15, 2014.

Current Lender:

Jane Shipp, Independent Executrix of the Estate of MARTY SUE MARSHALL, Deceased, in Cause No. 5858, County Court at Law of Aransas County, Texas - Fifty Percent (50%); and
Charlie Arnold Marshall, Independent Executor of the Estate of WILLIAM MARSHALL, Deceased, in Cause No. 18-PR-13944 - Fifty percent (50%);

Assignment Recorded in: Clerk's File No. 686912 of the Official Public Records of San Patricio County, Texas recorded on April 1, 2019.

Property: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, including the real property described as follows:

Lots Five (5) and Six (6), Block Four Hundred Eighty One (481), Aransas Pass Townsite, Section Five (5), in the City of Aransas Pass, San Patricio County, Texas, Deed Records of San Patricio County, Texas, together with all improvements thereon, and commonly known and referred to as 141 N. Rife Street, Aransas Pass, Texas 78336.

Foreclosure Sale:

Date: Tuesday, July 2, 2019

Time: The sale of the Property will be held between the hours of 1:00 P.M. and 4:00 P.M. local time; **the earliest time at which the Foreclosure Sale will begin is 1:00 p.m.**

Place: On the front steps of the San Patricio County Courthouse located at 400 W. Sinton Street, Sinton, Texas on the South Side facing W. Sinton Street, as designated by the San Patricio County commissioners court for sales of property under Tex. Prop. Code § 51.002.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender, the owner and holder of the Note, has requested Trustee to sell the Property.

Therefore, notice is given that on and at the Date, Time and Place for the Foreclosure Sale described above, Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure 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 foreclosure 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. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lender. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold **"AS IS," without any expressed or implied warranties, except as to the warranties (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(a) of the Texas Property Code, Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by 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 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.

Substitute Trustee

RECEIVED

MAY 23 2019

11:16A M

GRACIE ALANIZ-GONZALES
COUNTY CLERK

NOTICE OF SUBSTITUTE TRUSTEE'S FORECLOSURE 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. Property to Be Sold. The property to be sold is described as follows:

Lot Eight (8), Block Two (2), TWIN FOUNTAINS UNIT - 1, an additiion situated in the City of Portland, San Patricio County Texas, as shown by the map or plat thereof, recorded in Volume 11, Pages 26-27, Map Records, San Patricio County, Texas; to which map reference is here made for all purposes.

Commonly known as: 2016 Memorial Parkway, Portland, TX 78374

2. Instrument to be Foreclosed. The instrument to be foreclosed is the deed of trust to Fifth Third Mortgage Company, recorded on 07/19/2013 as Instrument No.629695 in the real property records of San Patricio County, Texas. The holder or servicer of the instrument is: Fifth Third Bank, Successor by merger to Fifth Third Mortgage Company.

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

Date: 07/02/2019

Time: The sale will begin no earlier than 1:00 P.M. or no later than three hours thereafter. The sale will be completed by no later than 4:00 P.M.

Place: On the first floor of the Courthouse at the South entrance between the glass doors in the vestibule., 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, 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.

The deed of trust permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiling may be after the date originally scheduled for this sale.

4. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAIN[illegible] AT PURPOSE.

4694397

4. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the deed of trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the deed of trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The sale will be made expressly subject to any title matters set forth in the deed of trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the deed of trust. The sale shall not cover any part of the property that has been released of public record from the lien of the deed of trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

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.

Pursuant to the deed of trust, the beneficiary has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

Pursuant to section 51.0075 of the Texas Property Code, the trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the trustee or any substitute trustee.

5. Type of Sale. The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust executed by Kenneth E. Ackerman, A single person.

6. Obligations Secured. The deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the promissory note in the original principal amount of $146,365.00, executed by Kenneth E. Ackerman, and payable to the order of Fifth Third Mortgage Company; (b) all renewals and extensions of the note; (c) any and all present and future indebtednesses of Kenneth E. Ackerman, A single person to Fifth Third Mortgage Company. Fifth Third Bank, Successor by merger to Fifth Third Mortgage Company is the current holder of the Obligations and is the beneficiary under the deed of trust.

7. Default and Request to Act. Default has occurred under the deed of trust, and the beneficiary has requested Names: Texas Foreclosure Management Corporation d/b/a Foreclosure Network of Texas Arnold Mendoza, Sandra Mendoza, Alexis Mendoza, Susana Sandoval, 10406 Rockley Rd., Houston, TX 77099, Brian Sayer, C. Morgan Lasley, Shannon E. Coleman, and Julie Mayer, 925 E. 4th St., Waterloo, IA 50703 as Substitute Trustees, to conduct this sale. Notice is given that before the sale the

beneficiary may appoint another person as Substitute Trustee to conduct the sale.

8. Acceleration. Default has occurred in the payment of the Indebtedness secured by the deed of trust. Therefore, the beneficiary accelerates the maturity of the Indebtedness and declares the entire Indebtedness immediately due and payable.

Substitute Trustee, Julie Mayer

Sent to obligors via certified mail by The Sayer Law Group, P.C., 925 E. 4th St., Waterloo, IA 50703, 319-234-2530.

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.

SEE ATTACHED FOR ADDITIONAL IMPORTANT DISCLOSURES

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

The Sayer Law Group, P.C. is, or may be considered, a debt collector attempting to collect a debt, and any information will be used for that purpose. However, if you have had your debt discharged in bankruptcy and you did not reaffirm your loan in your bankruptcy case, Fifth Third Bank, Successor by merger to Fifth Third Mortgage Company will only exercise its right as against the property and is not attempting to assess or collect the debt from you personally. You are further advised that unless you notify The Sayer Law Group, P.C. within 30 days of your receipt of this notice that you dispute the validity of the amount owed to Fifth Third Bank, Successor by merger to Fifth Third Mortgage Company or any portion thereof, the debt will be assumed to be valid. The sum owing as of 06/08/2019 is $132,123.50 which consists of: Unpaid Principal Balance: $129,574.10, Interest: $2,186.34, Late Charges: $275.06, Escrow Advance $520.60, Escrow Balance: $-520.60, Other Fees: $88.00. TOTAL REQUIRED TO PAYOFF: $132,123.50. Because of interest, late charges, and other charges that may vary from day to day, the amount due on the day you pay may be greater. Hence, if you pay the amount shown above, and adjustment may be necessary after we receive your payment.

Please note these Fair Debt Collection Practices Act provisions:

(a) If the consumer notifies the debt collector in writing within the 30-day period that the debt, or any portion thereof, is disputed, the debt collector will obtain verification of the debt or a copy of a judgment against the consumer and a copy of such verification of the debt or a copy of a judgment against the consumer and a copy of such verification or judgment will be mailed to the consumer by the debt collector;

(b) If the consumer requests, upon the consumer's written request, within the 30-day period, the name and address of the original creditor, the debt collector will provide the consumer with the name and address of the original creditor if different from the current creditor; and,

(c) The debt collector shall cease collection of the debt or any disputed portion thereof, until the debt collector obtains verification of the debt or a copy of a judgment, or the name and address of the original creditor if different from the current creditor.

This notice and all further steps undertaken by The Sayer Law Group, P.C., of 925 E. 4th St., Waterloo, IA 50703, will be in compliance with applicable state and federal laws.

For Texas Loans: 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.

THIS COMMUNICATION IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

[RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:]

Carrington Foreclosure Services, LLC
P.O. Box 3309
Anaheim, California 92803
For Sale Information: (888) 313-1969
For Reinstatement Requests: 1-866-874-5860
Pay Off Requests: 1-800-561-4567

RECEIVED

MAY 16 2019
9:54 AM
GRACIE ALANIZ-GONZALES
COUNTY CLERK

TS#: 17-19046

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on 8/20/2004, JOE DAVIS AND WIFE, SANDRA DAVIS, as Grantor/Borrower, executed and delivered that certain Deed of Trust, in favor of ELDON L. YOUNGBLOOD, as Trustee, NEW CENTURY MORTGAGE CORPORATION, as Beneficiary which deed of trust secures the payment of that certain promissory note of even date therewith in the original amount of $281,000.00, payable to the order of NEW CENTURY MORTGAGE CORPORATION, which Deed of Trust is Recorded on 9/7/2004 as Volume 535698, Book , Page , in San Patricio County, Texas, Deed of Trust covers all of the real property, personal property, and fixtures described therein, including , but not limited to, all the following described property, rights and interests (the "Property"), to-wit;

See attached exhibit "A" attached hereto and made a part hereof

Commonly known as: **4774 FARM ROAD 2986, GREGORY, TX 78359**

WHEREAS, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed **Arnold Mendoza, Sandra Mendoza, Alexis Mendoza, Susana Sandoval**, or either of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust: and

WHEREAS, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and Carrington Mortgage Services, LLC whose address is 1600 Douglass Road, Suite 200 A, Anaheim, CA 92806 is acting as the mortgage servicer for **Deutsche Bank National Trust Company, as Indenture Trustee for New Century Home Equity Loan Trust 2004-3**
, which is the mortgagee of the Note and Deed of Trust or mortgage and the legal holder of such indebtedness and the liens securing same has requested either one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust. Carrington Mortgage Services, LLC is authorized to represent the mortgagee by virtue of a written servicing agreement with the mortgagee. Pursuant to that agreement and Texas Property Code Section 51.0025, Carrington Mortgage Services, LLC is authorized to administer the foreclosure referenced herein.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN, that on **7/2/2019** at **1:00 PM**, or no later than three (3) hours after such time, in **San Patricio** County, Texas, the Substitute Trustee will sell the

4693995

Property at public venue to the highest bidder for cash. The sale will take place at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a deed of trust or other contract lien as follows: **On the first floor of the Courthouse at the South entrance between the glass doors in the vestibule**

NOTICE IS FURTHER GIVEN that, except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust, conveyance of the Property shall be made without any representations or warranties whatsoever, express or implied.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

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.

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.

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.

WITNESS, my hand this 5/15/2019

_____

By: Substitute Trustee(s)
Arnold Mendoza, Sandra Mendoza, Alexis Mendoza, Susana Sandoval,
C/O Carrington Foreclosure Services, LLC
P.O. Box 3309
Anaheim, California 92803

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

535698

FILE NO.

Exhibit A

Tract 1.

SURFACE ESTATE ONLY:

Field notes of an 6 00 acre tract of land being part of Tract 1 (12 277 acres) of the Wildcat Country Ranch Estates, as shown on map recorded in Clerk's File No 496657 of the Real Property Records of San Patricio County, Texas,

Said 6 00 acre tract is comprised of a portion of the J M Swisher Survey, Abstract 394, is situated in San Patricio County, Texas, approximately 1 mile west of the town of Gregory, and is described by metes and bounds as follows:

Beginning at a 5/8" iron rod found in the east right-of-way line of F M Highway 2986, at the northwest corner of Lot 1, Block 2 of the Wildcat Country Estates, as shown on map recorded in Clerk's File No 454395 of the Real Property Records of San Patricio County, Texas, and the southwest corner of an 1 140 acre Access Easement just surveyed, for the westerly southwest corner of said Tract 1 (12 277 acres), and the westerly southwest corner of this tract;

Thence, N 30° 04' 26" E along the east right-of-way line of said F M Highway 2986 the westerly west line of said 1.140 acre Access Easement, the middle west line of said Tract 1 (12 277 acres), and the middle west line of this tract, a distance of 59394 feet to a 5/8" iron rod found at the southwest corner of Lot 3, Block 1, of said Wildcat Country Estates, for the westerly northwest corner of this tract,

Thence, S 59° 58' 19" E along the south line of said Lot 3, Block 1, the westerly north line of Tract 1 (12.277 acres), the westerly north line of said 1 140 acre Access Easement, and the westerly north line of this tract, a distance of 692 08 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set at the southeast corner of said Lot 3, Block 1, for an interior corner of said Tract 1 (12 277 acres) an interior corner of said 1 140 acre Access easement, and an interior corner of this tract.

Thence, N 30° 04' 23" E along the east line of said Lot 3, Block 1, the northerly west line of said Tract 1 (12.277 acres), the easterly west line of said 1 140 acre Access Easement and the northerly west line of this tract, a distance of 28 79 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set at the southwest corner of a 6.277 acre tract of land just surveyed, for the easterly northwest corner of said 1.140 acre Access Easement and the easterly northwest corner of this tract

Thence, S 59° 55' 17" E across said Tract 1 (12 277 acres), along the south line of said 6 277 acre tract the easterly north line of said 1 140 acre Access Easement, and the easterly north line of this tract, at 196 38 feet pass a 5/8" iron rod with surveyor's rod stamped "RPLS 1907" set at the east corner of said 1.140 acre Access Easement, in all a distance of 617 77 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set in the west line of Tract 2 (8 131 acres) of said Wildcat Country Ranch Estates, the east line of said Tract 1 (12.277 acres), and the southeast corner of said 6 277 acre tract for the northeast corner of this tract;

Thence, S 30° 03' 35" W along the west line of said Tract 2 (8 131 acres), the east line of said Tract 1 (12.277 acres), and the east line of this tract, a distance of 355 57 feet to a 5/8" iron rod found in the north line of Lot 10, Block 2 of said Wildcat Country Estates and at the southwest corner of this tract,

535698 904768

25× 32×

535698

FILE NO.

Thence, N 60° 01' 02" W along the north line of Lots 10, 9, 8, and 7, Block 2, of said Wildcat Country Estates, the easterly south line of said Tract 1 (12.277 acres), and the easterly south line of this tract, a distance of 617 66 feet to a 5/8" iron rod found in the east line of Lot 2, Block 2 of said Wildcat Country Estates, for the easterly southwest corner of said Tract 1 (12.277 acres) and the easterly southwest corner of this tract;

Thence N 30° 01' 43" E along the east line of Lots 2 and 1, Block 2, the southerly west line of said Tract 2 (12.277 acres), and the southerly west line of this tract, a distance of 267 76 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set in the south line of said 1.140 acre Access Easement and as the northeast corner of said Lot 1, for an interior corner of said Tract 1 (12 277 acres) and an interior corner of this tract;

Thence N 59° 57' 47" W along the north line of said Lot 1, Block 2, the westerly south line of said this tract, a distance of 692 07 feet to the place of beginning, containing 6 00 acres of land, more or less, subject to all easements of record

Bearings in this description were determined from a GPS Survey, NAD 27 Texas South Zone

TRACT 2.

EASEMENT ESTATE ONLY

Field notes of an 1 140 acre Access Easement, being in part of Tract 1 (12.277 acres) of the Wildcat Country Ranch Estates, as shown on map recorded in Clerk's File No 498657 of the Real Property Records of San Patricio County, Texas;

Said 1.140 acre Access Easement is comprised of a portion of the J M Swisher Survey, Abstract 394, is situated in San Patricio County, Texas, approximately 1 mile west of town of Gregory, and as described by metes and bounds as follows

Beginning at a 5/8" iron rod found in the east right-of-way line of F M Highway 2986, at the northwest corner of Lot 1, Block 2 of the Wildcat Country Estates, as shown on map recorded in Clerk's File No 454395 of the Real Property Records of San Patricio County, Texas, the westerly southwest corner of said Tract 1 (12.227 acres), and the westerly southwest corner of a 6 00 acre tract of land just surveyed, for the southwest corner of this easement;

Thence N 30° 04' 26" E along the east right-of-way of said F M Highway 2986, the middle west line of said Tract 1 (12.277 acres), the middle west line of said 6 00 acre tract, and the westerly west line of this easement, a distance of 59 94 feet to a 5/8" iron rod found at the southwest corner of Lot 3, Block 1, of said Wildcat Country Estates, for the westerly northwest corner of said Tract 1 (12 277 acres), the westerly northwest corner of said 6 00 acre tract, and the westerly northwest corner of this easement,

Thence S 59° 58' 19" E along the south line of said Lot 3, Block 1, the westerly north line of said Tract 1 (12.277 acres), the westerly north line of said 6 00 acre tract, and the westerly north line of the easement, a distance of 692 08 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set at the southeast corner of said Lot 3, Block 1, for an interior corner of said Tract 1 (12 277 acres), an interior corner of said 6 00 acre tract; and an interior corner of this easement,

Thence N 30° 04' 23" E along the east line of said Lot 3, Block 1, the easterly west line of said Tract 1 (12.277 acres), the easterly west line of said 6 00 acre tract, and the easterly west line of this easement, a distance of 28 78 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set at the southwest corner of a 6.277 acre tract of land just surveyed for the easterly northwest corner of said 6 00 acre tract and the easterly northwest corner of this easement,

Thence S 59° 55' 17" E along the south line of said 6.277 acre tract, the easterly north line of said 6 00

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acre tract, and the easterly north line of this easement, a distance of 166 36 feet to a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set for the east corner of this easement,

Thence S 89° 26' 35" W along the southeast line of this easement, a distance of 174 31 to a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set for an angle corner of this easement,

Thence N 59° 57' 47" W along the south line of this easement, at 16 38 feet pass a 5/8" iron rod with surveyor's cap stamped "RPLS 1907" set at the northeast corner of said Lot 1, Block 2, an interior corner of said Tract 1 (12.277 acres), and an interior corner of said 6 00 acre tract, in all a distance of 708 45 feet to the place of beginning, containing 1 140 acres of land, more or less subject to all easements of record.

Bearings in this description were determined from a GPS Survey, NAD 27 Texas South Zone

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