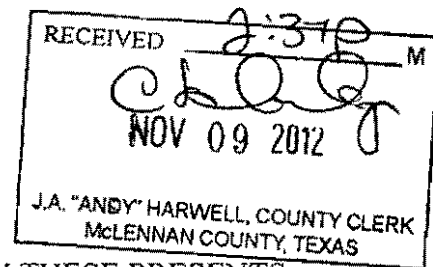


**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**



STATE OF TEXAS           §  
  §  
COUNTY OF McLENNAN §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, WACO LANDMARK APARTMENTS, LTD., a Texas limited partnership ("Borrower"), executed that certain Deed of Trust and Security Agreement (the "Security Instrument"), dated July 1, 2002, recorded as Document No. 2001020620, Real Property Records, McLennan County, Texas (the "Records"), to GREGORY R. GOLDEN, Trustee (the "Original Trustee") for the benefit of COLUMN FINANCIAL, INC. ("Original Lender"), the predecessor-in-interest by one or more assignments to CSFB 2002-CKP1 RICHLAND DRIVE, LLC, a Texas limited liability company ("Lender"), covering certain real property and improvements on the land ("Land") located in McLennan County, Texas, more particularly described in Exhibit A attached hereto and incorporated herein by reference (together with all personal property collateral described in the Security Instrument, the "Property") to secure that certain Promissory Note ("Note") dated of even date with the Security Instrument in the stated principal amount of \$3,050,000.00 (the Note, together with all other indebtedness, liabilities, and obligations described in the Note, Security Instrument and all other documents evidencing, securing, governing or otherwise pertaining to the loan evidenced by the Note hereinafter referred to as the "Indebtedness"); and

WHEREAS, pursuant to and in accordance with the terms and conditions of the Security Instrument, Lender has appointed COURTNEY DAVIS BRISTOW, an individual with an address of 500 Winstead Building, 2728 N. Harwood Street, Dallas, Texas 75201, NICHOLAS M. PYKA, an individual with an address of 401 Congress Avenue, Suite 2100, Austin, Texas 78701-3619, and ELISA WEAVER, an individual with an address of 500 Winstead Building, 2728 N. Harwood Street, Dallas, Texas 75201; each of whom may act alone or together (each a "Substitute Trustee") to succeed to all of the rights, titles, powers, and estates granted and delegated in the Security Instrument to the Original Trustee and any previously appointed substitute trustee; and

WHEREAS, the Indebtedness evidenced by the Note and Security Instrument has matured by its terms and is now wholly due and payable; and

WHEREAS, Lender has made demand upon Borrower to pay to Lender the Indebtedness now due, but such Indebtedness has not been paid; and

WHEREAS, Lender, as the owner of the Note and Indebtedness, has instructed the Substitute Trustee(s), acting singly or together, to post, file and mail appropriate notice and to sell the Property, in parcels or in whole, to satisfy, in whole or in part, the unpaid Indebtedness.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, December 4, 2012, no earlier than 1:00 p.m., or no later than three hours after that time, one of the Substitute Trustees will commence the sale of the Property, in parcels or as a whole, at public auction to the highest bidder for cash; such sale will be held in that area designated for such sales by resolutions of the Commissioners' Court of McLennan County, Texas; SUBJECT, HOWEVER,

to all liens, exceptions to title, easements, restrictions, and encumbrances affecting any of the Property or title thereto which are equal or prior to the lien and security interest created by the Security Instrument.

To the extent that any of the Property has been released from the lien of the Security Instrument, by written instrument signed by Lender or its predecessor and filed for record in the Real Property Records of McLennan County, Texas, this notice is not intended to and does not cover such property, and such property will not be part of the Property conveyed to the purchaser hereunder.

If such sales do not result in full satisfaction of all of the Indebtedness, the lien and security interest of the Security Instrument shall remain in full force and effect in respect of any of the Property not so sold and any and all other types of real and personal property covered by the Security Instrument and not described herein.

This Notice of Substitute Trustee's Sale is being sent by Courtney D. Bristow, an individual with an address of 500 Winstead Building, 2728 N. Harwood Street, Dallas, Texas 75201.

The following language is set forth per requirement under Section 51.002(i) of the Texas Property Code, and applicable if debtor qualifies under such Section:

**ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED 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.**

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Substitute Trustee has signed this notice as of November 9, 2012.

**SUBSTITUTE TRUSTEE:**



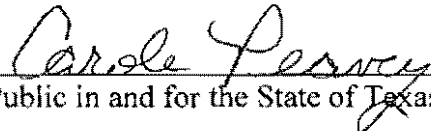
\_\_\_\_\_  
Name: COURTNEY D. BRISTOW

STATE OF TEXAS       §  
                                  §  
COUNTY OF DALLAS   §

This instrument was ACKNOWLEDGED before me on November 9, 2012, by COURTNEY D. BRISTOW, in the capacity therein stated.

[SEAL]

My Commission Expires:  
  
\_\_\_\_\_



\_\_\_\_\_  
Notary Public in and for the State of Texas

\_\_\_\_\_  
Printed Name of Notary Public

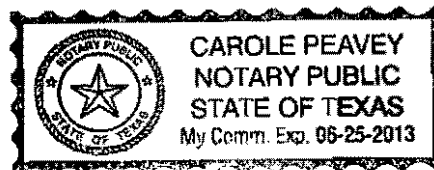


EXHIBIT A

Land

Plat showing all of Lot 2, Block 14 of the Amended Plat of Tennyson Heights Addition, Part 7 to the City of Waco, McLennan County, Texas as recorded in Volume 1132, Page 196 of the Deed Records of McLennan County, Texas.

RECEIVED #349 M  
R. Perry  
NOV 09 2012  
J.A. "ANDY" HARWELL, COUNTY CLERK  
MCLENNAN COUNTY, TEXAS

**NOTICE OF TRUSTEE'S SALE**

Notice is hereby given that on Tuesday, the 4th day of January 2012; the undersigned will conduct a Trustee's Sale under the terms of the Deed of Trust described below. Such interests in the following described property as are secured by the Deed of Trust herein described will be sold at public auction to the highest bidder for cash. The sale will be conducted with the understanding that the trustee is acting in a representative capacity, and not individually, and that the trustee shall have no personal liability by reason of any matter arising out of such sale. The earliest time the sale will begin is 10:00 o'clock, A.M., but the sale may begin not later than three (3) hours after that time. The sale will take place at the county courthouse of McLennan County, Texas, at the area designated by the Commissioner's Court of such county where such sales are to take place. If no such area has been so designated, the area in which the sale will take place are the steps of the building now known as the McLennan County Courthouse, 501 Washington Ave., Waco, Texas 76701.

**Date of Deed of Trust:** November 16, 2009

**Maker:** Margarita Emil Fernandez, Jr. and Erika Miclat Fernandez

**Original Trustee named in Deed of Trust:** Walt Fair

**Successor Trustee:** L. Scott Horne

**Original amount of Secured Indebtedness:** \$127,192.36

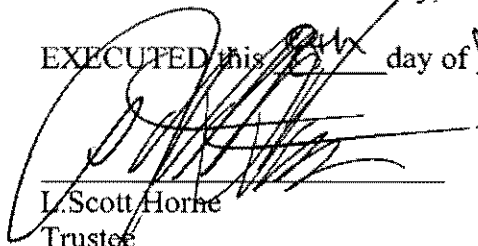
**Original Beneficiary named in Deed of Trust:** The Kalil Group, LLC

**Successor Beneficiary:** JEAP Solutions, LLC

**Property described in Deed of Trust:** Being Lot Four (4) in Block Eight (8) of the Crow's Timber Crest Addition to the City of Waco, McLennan County, Texas, per plat of said addition recorded in Volume 738, Page 300, McLennan County Deed Records. 4500 Idylwood, Waco, TX 76705

Said Deed of Trust is recorded under Document No. 2009035530 in the Deed of Trust Records of McLennan County, Texas.

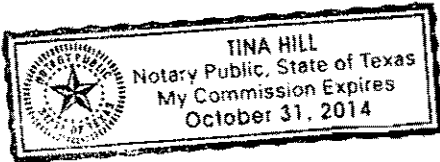
EXECUTED this 4th day of November 2012


  
\_\_\_\_\_  
L. Scott Horne  
Trustee  
972-271-1700

ACKNOWLEDGMENT

THE STATE OF TEXAS §  
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 27th day of October 2012, by L.Scott Horne, known to me personally or by driver's license, in the capacity therein stated.



  
\_\_\_\_\_  
Notary Public in and for the State of Texas

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

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

**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: December 04, 2012

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place: THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 29, 2005 and recorded in Document CLERK'S FILE NO. 2005016968 real property records of MCLENNAN County, Texas, with JOSEPH TAYLOR AND STEPHANIE L TAYLOR, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE, mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by JOSEPH TAYLOR AND STEPHANIE L TAYLOR, securing the payment of the indebtednesses in the original principal amount of \$144,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR STRUCTURED ASSET INVESTMENT LOAN TRUST, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-7 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 as follows:

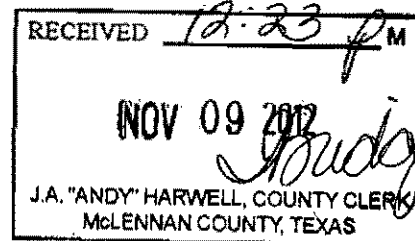
LOT 21, BLOCK 4, CHAPMAN FARM ADDITION, PHASE I, TO THE CITY OF HEWITT, MCLENNAN COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 2004000850, OFFICIAL PUBLIC RECORDS, MCLENNAN COUNTY, TEXAS.

**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. OCWEN LOAN SERVICING, LLC, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o OCWEN LOAN SERVICING, LLC

*Cecil J. Kester*

CECIL KESTER, L PETR R HUMPHRIES OR B. JACKSON  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001



NOS20100187502647

HOME EQUITY POSTING WITH ORDER ATTACHED

2825 SARAH  
WACO, TX 76706

20110022000976

NOTICE OF SUBSTITUTE TRUSTEE SALE

(See TEX. CONST. art. XVI, § 50a(6) Order attached)

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: December 04, 2012

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place: THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 December 18, 1999 and recorded in Document VOLUME 571, PAGE 304 real property records of MCLENNAN County, Texas, with MARY C ROMO, grantor(s) and ASSOCIATES FINANCIAL SERVICES COMPANY OF TEXAS, INC., mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by MARY C ROMO, securing the payment of the indebtednesses in the original principal amount of \$31,955.40, 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 as follows:

LOT EIGHT (8), BLOCK TWO (2) OF THE CORONADO ADDITION TO THE CITY OF WACO, ACCORDING TO THE PLAT OF SAID ADDITION OF RECORD IN VOLUME 715, PAGE 518 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS AND BEING MORE FULLY DESCRIBED BY THAT CERTAIN DEED DATED 10/29/90 AND RECORDED ON 11/6/90 IN DEED BOOK 1704 AT PAGE 813 IN THE REAL PROPERTY RECORDS OF MCLENNAN COUNTY, TEXAS.

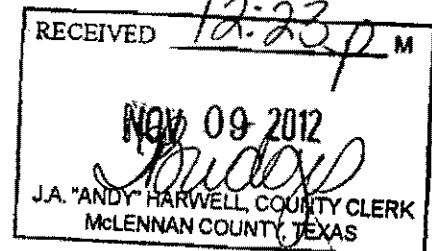
6. Mortgage Servicer Information. The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any 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

*Cecil J. Kester*

CECIL KESTER, L PETR R HUMPHRIES OR B. JACKSON  
Substitute Trustee

c/o  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001



NOS20110022000976



Cause Number 2012-2795-4

In re: Order for Foreclosure  
Concerning

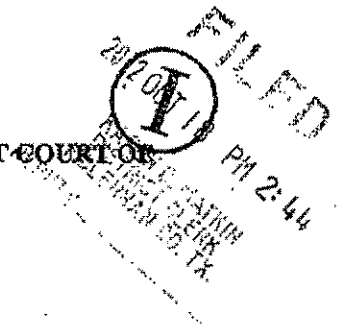
2825 SARAH,  
WACO, TX 76706  
Under Tex. R. Civ. Proc. 736

§  
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§  
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§

IN THE DISTRICT COURT OF

MCLENNAN COUNTY, TEXAS

170th JUDICIAL DISTRICT



**DEFAULT HOME EQUITY FORECLOSURE ORDER**

On this date the court considered Citimortgage, Inc., or their successors or assigns (hereinafter "Petitioner"), Tex. R. Civ. P. 736 home equity foreclosure Application. The court has determined that it has jurisdiction over the subject matter and the parties in this proceeding. After reviewing the Motion for Default Order, the pleadings, the affidavits and the arguments of counsel, the court finds:

- 1. The Respondent(s) and their last known address (Tex. Prop. Code § 51.0001(2)) are as follows:

Mary C. Romo  
2825 Sarah St  
Waco, TX 76706

- 2. The commonly known street address of the property encumbered by the lien sought to be foreclosed is 2825 Sarah, Waco, TX 76706 (the "Property"). The Property legal description is:

**LOT EIGHT (8), BLOCK TWO (2) OF THE CORONADO ADDITION TO THE CITY OF WACO, ACCORDING TO THE PLAT OF SAID ADDITION OF RECORD IN VOLUME 715, PAGE 518 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS AND BEING MORE FULLY DESCRIBED BY THAT CERTAIN DEED DATED 10/29/90 AND RECORDED ON 11/6/90 IN DEED BOOK 1704 AT PAGE 813 IN THE REAL PROPERTY RECORDS OF MCLENNAN COUNTY, TEXAS.**

3. The Debt exists and is secured by a lien created under TEX. CONST. ART. XVI, § 50(a)(6), for a home equity loan.
4. Petitioner is the holder of the Note and Deed of Trust. Mary C. Romo (hereafter "Obligor" whether one or more) executed the promissory note dated December 18, 1999 in the original principal amount of \$31,955.40. Obligor is the party obligated to pay the loan agreement, contract, or lien sought to be foreclosed.
5. Obligors executed a security instrument ("Deed of Trust"), which is recorded in the McLennan County Real Property Records at VOLUME 571, PAGE 304.
6. Respondent failed to make payments in accordance with terms of the loan agreement, contract or deed of trust and is in default under the terms of those agreements.
7. As of the date the application was filed, Obligor failed to remit the installment payment due for May 1, 2011 and the installments that have become due after that date. As of July 16, 2012, there are at least 14 unpaid scheduled payments. The amount required to cure the default before July 11, 2012 is \$14,148.19. The amount required to pay off the loan in full before July 11, 2012 is \$25,075.94. This amount does not include attorneys' fees, late charges, interest, fees, costs, escrow advances or other lawful charges paid after July 11, 2012, all of which will continue to accrue according to the terms of the Note and Deed of Trust.
8. The requisite notices to cure the default and accelerate the maturity of the Debt have been mailed to each person as required under applicable law and the loan agreement, contract, or lien sought to be foreclosed and the opportunity to cure has expired.
9. Before the application was filed, any other action required under applicable law and the loan agreement, contract, or lien sought to be foreclosed was performed.
10. The court further finds that the Application complies with Tex. R. Civ. P. 735 and 736; that in accordance with Tex. R. Civ. P. 736.7(c) a copy of the required Return of Service has been on file with the Clerk of the Court for at least ten (10) days. Petitioner has established the basis for foreclosure; that Petitioner has appointed Cecil Kester, L Petr R Humphries Or B. Jackson or their successor, as the

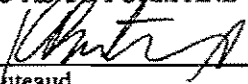
substitute trustee to conduct the foreclosure contemplated by this proceeding; and that Petitioner may proceed with foreclosure of the secured Property according to the terms of the security instrument, Tex. Prop. Code § 51.002 and applicable law in accordance with Tex. R. Civ. P. 736.9.

IT IS THEREFORE ORDERED that the Petitioner may proceed with a foreclosure sale under the terms of the security instrument, Tex. Prop. Code § 51.002 and applicable law with respect to the secured Property made the subject of this proceeding.

SIGNED this 18 day of Oct, 2013

  
\_\_\_\_\_  
JUDGE PRESIDING

APPROVED AS TO FORM AND SUBSTANCE:

  
\_\_\_\_\_  
Kimberly Buteaud  
Texas Bar No. 24038796  
Tom Misteli  
Texas Bar No. 24058774  
Paige E. Bryant  
Texas Bar No. 24051920  
Ryan Bourgeois  
Texas Bar No. 24050314  
15000 Surveyor Blvd., Suite 100  
Addison, Texas 75001  
972-386-5040 (Phone)  
972-386-7673 (Fax)

**ATTORNEYS FOR APPLICANT**

HOME EQUITY POSTING WITH ORDER ATTACHED

217 N LUMPKIN ST  
MART, TX 76664

20110031403975

NOTICE OF SUBSTITUTE TRUSTEE SALE

(See TEX. CONST. art. XVI, § 50a(6) Order attached)

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: December 04, 2012

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place: THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 12, 2010 and recorded in Document CLERK'S FILE NO. 2010006506 real property records of MCLENNAN County, Texas, with JAMES A. RICHEY AND MARLENE RICHEY, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE, mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by JAMES A. RICHEY AND MARLENE RICHEY, securing the payment of the indebtednesses in the original principal amount of \$96,200.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP 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 as follows:

FIELD NOTES FOR 0.328 ACRES OF LAND BEING LOT 10 AND THE NORTH HALF (1/2) OF LOT 11 BLOCK 36 OF THE ORIGINAL TOWN OF MART AS RECORDED IN VOLUME 139 PAGES 222 AND 223 OF THE DEED RECORDS OF MC LENNAN COUNTY TEXAS BEING DESCRIBED BY METES AND BOUNDS AS FOLLOW; BEGINNING AT A SET SPIKE BEING THE NORTHEAST CORNER OF SAID LOT 10 ALSO BEING IN THE SOUTH LINE OF EAST PROSPECT AVE. (50 R.O.W.) AND IN THE WEST LINE OF NORTH LUMPKIN STREET; THENCE S 59 DEG 55 MIN 18 SEC W (CALLED 190 FEET) A DISTANCE OF 191.12 FEET TO A FOUND 1 1/2" METAL POST FOR A CORNER BEING IN THE EAST LINE A 20 FOOT GRAVEL, ALLEY; THENCE N 29 DEG 18 MIN 02 SEC W (CALLED 75 FEET) A DISTANCE OF 74.82 FEET TO A SET SPIKE FOR CORNER BEING THE NORTHWEST CORNER OF SAID LOT 10; THENCE N 59 DEG 51 MIN 52 SEC E (CALLED 190 FEET) A DISTANCE OF 190.21 FEET TO POINT OF BEGINNING CONTAINING 0.328 ACRES OF LAND, MORE OR LESS.

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. BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING,  
PTX-C-32 7105 CORPORATE  
PLANO, TX 75024

RECEIVED 12-23 P M  
NOV 09 2012  
J.A. "ANDY" HARWELL, COUNTY CLERK  
MCLENNAN COUNTY, TEXAS



NOS20110031403975

*Cecil J. Kester*

---

CECIL KESTER, L. PETR R HUMPHRIES OR B. JACKSON

Substitute Trustee

c/o

15000 Surveyor Boulevard, Suite 100

Addison, Texas 75001

FILED  
2012 JUL 27 PM 1:12

CAUSE NO. 2011-4011-3

BANK OF AMERICA, N.A.,  
SUCCESSOR BY MERGER TO BAC  
HOME LOANS SERVICING, LP  
Plaintiff,

IN THE DISTRICT COURT OF  
MCCLENNAN COUNTY, TEXAS

*D. K. ...*  
CLERK  
MCCLENNAN CO. TX.

v.

MARLENE RICHEY, BEN RICHEY  
BOBBIE MIEARS, AND THE  
UNKNOWN HEIRS AT LAW OF  
JAMES A. RICHEY, DECEASED,

MCCLENNAN COUNTY, TEXAS

Defendants.

IN RE: 217 N. LUMPKIN STREET  
MART, TEXAS 76664

74th JUDICIAL DISTRICT

**FINAL JUDGMENT AND STATEMENT OF EVIDENCE  
WITH HOME EQUITY FORECLOSURE ORDER**

On this date, the court heard from Plaintiff, Bank of America, N.A., Successor by Merger to BAC Home Loans Servicing, LP, its successors and assigns, and Douglas R. Bergan, Attorney ad Litem for the Unknown Heirs-At-Law Of James A. Richey. The Court determined it had jurisdiction over the subject matter and the parties to this proceeding.

This suit concerns the real property and improvements ("Property") commonly known as 217 N Lumpkin St., Mart, Texas 76664, and more particularly described as:

FIELD NOTES FOR 0.328 ACRES OF LAND BEING LOT 10 AND THE NORTH HALF (1/2) OF LOT 11 BLOCK 36 OF THE ORIGINAL TOWN OF MART AS RECORDED IN VOLUME 139 PAGES 222 AND 223 OF THE DEED RECORDS OF MC LENNAN COUNTY TEXAS BEING DESCRIBED BY METES AND BOUNDS AS FOLLOW; BEGINNING AT A SET SPIKE BEING THE NORTHEAST CORNER OF SAID LOT 10 ALSO BEING IN THE SOUTH LINE OF EAST PROSPECT AVE. (50 R.O.W.) AND IN THE WEST LINE OF NORTH LUMPKIN STREET; THENCE S 59 DEG 55 MIN 18 SEC W (CALLED 190 FEET) A DISTANCE OF 191.12 FEET TO A FOUND 1 1/2" METAL POST FOR A CORNER BEING IN THE

EAST LINE A 20 FOOT GRAVEL, ALLEY; THENCE N 29 DEG 18 MIN 02 SEC W (CALLED 75 FEET) A DISTANCE OF 74.82 FEET TO A SET SPIKE FOR CORNER BEING THE NORTHWEST CORNER OF SAID LOT 10; THENCE N 59 DEG 51 MIN 52 SEC E (CALLED 190 FEET) A DISTANCE OF 190.21 FEET TO POINT OF BEGINNING CONTAINING 0.328 ACRES OF LAND, MORE OR LESS.

James A. Richey ("Decedent") and Marlene Richey obtained a home equity loan on the Property on or about February 12, 2010.

The loan servicing records for Decedent's loan show that it has been in default since February 2011. The payoff on the loan as of June 28, 2012 was at least \$109,908.73. This sum does not include outstanding fees and costs, which continue to accrue.

On or about September 23, 2011, Plaintiff filed this lawsuit to foreclose its security interest against the real property, due to the material default in payment of the indebtedness secured by such property.

The Clerk of this Court issued citation for the Defendant(s) Marlene Richey, Ben Richey, and Bobbie Mears.

Defendant Marlene Richey was personally served with citation on February 18, 2012. Defendant Marlene Richey has neither filed and Answer for entered an appearance herein and thus is wholly in default. Defendant Ben Richey was personally served with citation on October 20, 2011. Defendant Ben Richey has neither filed and Answer for entered an appearance herein and thus is wholly in default. Defendant Bobbie Mears was personally served with citation on February 7, 2012. Defendant Bobbie Mears has neither filed and Answer for entered an appearance herein and thus is wholly in default.

Plaintiff diligently searched public records, but were unable to determine if all the heirs of James A. Richey had been identified. Consequently, pursuant to Rule 111, TEX.R.CIV.P. and

§17.004 of the Texas Civil Practices and Remedies Code, Plaintiff requested that citation for service by publication be issued upon the Unknown Heirs of Decedent, James A. Richey.

The Clerk of this Court issued citation for the Defendant(s) the Unknown Heirs of Decedent, James A. Richey by publication in accordance with the Texas Rules of Civil Procedure.

The Unknown Heirs of Decedent, James A. Richey were served with citation by publication pursuant to Rule 111, Texas Rules of Civil Procedure and §17.004 of the Texas Civil Practices and Remedies Code.

Pursuant to TEX. R. CIV. PROC. 244, this Court appointed Douglas R. Bergan as Attorney ad Litem, to represent the Unknown Heirs of Decedent, James A. Richey.

After considering the pleadings, the evidence on file, the court has determined that a Final Judgment should be GRANTED, therefore:

**IT IS THEREFORE ORDERED** that all of James A. Richey's ("Decedent") heirs-at-law have been made Defendants to this suit and are vested with all of Decedent's right, title and interest in the real property and improvements ("Property") commonly known as 217 N Lumpkin St., Mart, Texas 76664, and legally described as:

**FIELD NOTES FOR 0.328 ACRES OF LAND BEING LOT 10 AND THE NORTH HALF (1/2) OF LOT 11 BLOCK 36 OF THE ORIGINAL TOWN OF MART AS RECORDED IN VOLUME 139 PAGES 222 AND 223 OF THE DEED RECORDS OF MC LENNAN COUNTY TEXAS BEING DESCRIBED BY METES AND BOUNDS AS FOLLOW; BEGINNING AT A SET SPIKE BEING THE NORTHEAST CORNER OF SAID LOT 10 ALSO BEING IN THE SOUTH LINE OF EAST PROSPECT AVE. (50 R.O.W.) AND IN THE WEST LINE OF NORTH LUMPKIN STREET; THENCE S 59 DEG 55 MIN 18 SEC W (CALLED 190 FEET) A DISTANCE OF 191.12 FEET TO A FOUND 1 1/2" METAL POST FOR A CORNER BEING IN THE EAST LINE A 20 FOOT GRAVEL, ALLEY; THENCE N 29 DEG 18 MIN 02 SEC W (CALLED 75 FEET) A DISTANCE OF 74.82 FEET TO A SET SPIKE FOR CORNER BEING THE NORTHWEST CORNER**



**OF SAID LOT 10; THENCE N 59 DEG 51 MIN 52 SEC E (CALLED 190 FEET) A DISTANCE OF 190.21 FEET TO POINT OF BEGINNING CONTAINING 0.328 ACRES OF LAND, MORE OR LESS.**

**ORDERED, ADJUDGED AND DECREED** that a Final Judgment be rendered against Defendants Marlene Richey, Ben Richey and Bobbie Miears in the above-entitled litigation is incorporated herein by referenced for all pertinent purposes and made final by such specific reference;

**ORDERED, ADJUDGED AND DECREED** that Defendants Marlene Richey, Ben Richey and Bobbie Miears were personally served with citation and have not filed an Answer herein.

**ORDERED, ADJUDGED AND DECREED** that Defendants, the Unknown Heirs of James A. Richey, were served with citation by publication pursuant to Rule 111, Texas Rules of Civil Procedure, and §17.004 of the Texas Civil Practices and Remedies Code.

**IT IS FURTHER ORDERED** that Plaintiff, its successors and assigns, is hereby vested and quieted with all right, title, interest and possession in and of the Property;

**IT IS FURTHER ORDERED** that Plaintiff is entitled to an order to proceed with foreclosure of the secured Property in accordance with TEX. CONST. art. XVI, § 50a(6)(D), and pursuant to TEX. R. Civ. P. 735(3), 736;

**IT IS FURTHER ORDERED** that Plaintiff may proceed with foreclosure of the secured Property according to the terms of the security instrument, TEX. PROP. CODE §51.002, and applicable law in accordance with Rule 736(5); it is further,

**IT IS FURTHER ORDERED** that a copy of this Order shall be sent to Defendants with the notice of the date, time, and place of the foreclosure sale;

**IT IS FURTHER ORDERED** that these proceedings have given the Defendants proper notice of the Plaintiff's demand to cure default, notice of intent to accelerate and acceleration, as well as federal and Texas Fair Debt Collection Practices notices, that in the event of a public sale by Plaintiff in accordance with the provisions of TEX. PROP. CODE §51.002, the only notice to be given the Defendants shall be the notice of public sale posted in accordance with TEX. PROP. CODE §51.002(b)(1) and (2);

**IT IS FURTHER ORDERED** that said Attorney Ad Litem, having fulfilled his duties, is fully released from his duties in connection with the Property and this proceeding and no further action is required from the attorney ad litem in connection with the Property and this proceeding;

**IT IS FURTHER ORDERED** that the attorney ad Litem shall be paid a reasonable fee for his services of \_\_\_\_\_ by Plaintiff, and that such fees shall be paid to the Attorney Ad Litem upon entry of this Final Judgment;

**IT IS FURTHER ORDERED** that Plaintiff file a certified copy of this Order in the real property records of the county where the Property is located within ten (10) business days after the entry of this Order; however, failure to timely record this Order shall not affect the validity of the foreclosure and defeat the presumption of TEX. CONST. art. XVI, § 50(i).

**IT IS FURTHER ORDERED** that Plaintiff is allowed such writs and process as may be necessary in the enforcement and collection of this judgment.

**IT IS FURTHER ORDERED** that this Final Judgment shall also serve as a Statement of the Evidence as required by Rule 244 Texas Rules of Civil Procedure.

**IT IS FURTHER ORDERED** that costs of court be taxed against the party by whom incurred.


All relief not expressly granted is DENIED. This Judgment finally disposes of all parties and all claims and is appealable.

SIGNED this 26 day of July, 2012.

  
JUDGE PRESIDING

ORDER SUBMITTED BY:

BARRETT DAFFIN FRAPPIER  
TURNER & ENGEL, LLP

  
By: Shelley L. Douglass  
State Bar No. 24036497  
15000 Surveyor Blvd., Suite 100  
Addison, Texas 75001  
972-340-7969 (Phone)  
972-341-0734 (Fax)  
ATTORNEY FOR PLAINTIFF

REVERSE MORTGAGE POSTING WITH ORDER ATTACHED

1500 MCCLONEY STREET  
WACO, TX 76704

20110180800006

NOTICE OF SUBSTITUTE TRUSTEE SALE

(See TEX. CONST. art. XVI, § 50a(7) Order attached)

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: December 04, 2012

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place: THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 August 07, 2006 and recorded in Document CLERK'S FILE NO. 2006029860 real property records of MCLENNAN County, Texas, with TEDDY J. MCCLONEY, grantor(s) and FINANCIAL FREEDOM SENIOR FUNDING CORPORATION, A SUBSIDIARY OF INDY MAC BANK, F.S.B., mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by TEDDY J. MCCLONEY, securing the payment of the indebtednesses in the original principal amount of \$135,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. ONEWEST BANK FSB 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 as follows:

LOT SIX (6), IN BLOCK SIX (6) OF THE RIVER OAKS ADDITION, PART SEVEN (7), TO THE CITY OF WACO, MCLENNAN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 1022, PAGE 237 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS.

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. ONEWEST BANK, FSB D/B/A FINANCIAL FREEDOM, A DIVISION OF ONEWEST BANK, FSB, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o ONEWEST BANK, FSB D/B/A FINANCIAL FREEDOM, A DIVISION OF ONEWEST BANK, FSB  
2900 ESPERANZA CROSSING  
AUSTIN, TX 78758

*Cecil J. Kester*

CECIL KESTER, L PETR R HUMPHRIES OR B. JACKSON  
Substitute Trustee  
c/o  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001

RECEIVED 12:23 PM  
NOV 09 2012  
*J. A. Harwell*  
J.A. "ANDY" HARWELL, COUNTY CLERK  
MCLENNAN COUNTY, TEXAS



NOS20110180800006



**ORIGINAL**

CAUSE NO. 2011-2280-3

**FINANCIAL FREEDOM  
ACQUISITION LLC**  
Plaintiff

v.

**TONI NIKITA ANCHER, LEON  
HIMEY MCCLONEY, JR., KRISTLE  
BEATRICE MCCLONEY, AND THE  
UNKNOWN HEIRS AT LAW OF  
TEDDY J. MCCLONEY**  
Defendants

IN RE: 1500 MCCLONEY STREET,  
WACO, TEXAS 76704

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IN THE DISTRICT COURT OF  
MCCLENNAN COUNTY, TEXAS  
MCCLENNAN COUNTY, TEXAS

74<sup>TH</sup> JUDICIAL DISTRICT

**FILED**  
2012 OCT -3 PM 2:06

KAREN C. MATRIN  
DISTRICT CLERK  
MCCLENNAN CO. TX.  
*Judi Spillman*

**REVERSE MORTGAGE FORECLOSURE FINAL JUDGMENT**

On the 2 day of October, 2012, the Court determined it had jurisdiction over the subject matter and the parties to this proceeding. After reviewing the Motion for Default Judgment and Judgment After Publication, the pleadings, the affidavits and the arguments of counsel, the Court finds:

1. Plaintiff is the current "mortgagee", as that term is defined in Tex. Prop. Code § 51.001, of a valid Texas reverse mortgage "loan agreement", as that term is defined in Tex. Bus. & Com. Code § 26.02, ("Loan Agreement") that was created in accordance with TEX. CONST. art. XVI §50a(7) and secured by the real property and improvements ("Property") commonly known as 1500 McCloney Street, Waco, Texas 76704, and more particularly described as:

**LOT SIX (6), IN BLOCK SIX (6) OF THE RIVER OAKS ADDITION,  
PART SEVEN (7), TO THE CITY OF WACO, MCCLENNAN COUNTY,  
TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN  
VOLUME 1022, PAGE 237 OF THE DEED RECORDS OF MCCLENNAN  
COUNTY, TEXAS.**

REVERSE MORTGAGE FINAL JUDGMENT  
BDFTS: 20110130800006



2. Defendants were vested with 100% of Teddy J. McCloney's interest in the Property upon the death of Teddy J. McCloney ("Decedent"). Under Tex.Const. art. XVI § 50(k)(6)(A), the death of Teddy J. McCloney qualified as a default event which required the payment of all principal and interest owed under the Loan Agreement. The necessary conditions precedent for Plaintiff to exercise its rights under the security interest by proceeding with a non-judicial foreclosure against the Property have been accomplished. Plaintiff will enforce its security interest pursuant to the terms of the Loan Agreement and Tex. Prop. Code §51.002. The Trustee or Substitute Trustee, appointed to conduct the sale under Tex. Prop. Code § 51.002 is Cecil Kester, L. Peter, R. Humphries, B. Jackson, or their successor.

3. No personal liability is sought against these Defendants as they are not obligated for the Loan Agreement debt and the Loan Agreement was made pursuant to TEX. CONST. art. XVI, § 50a(7).

**IT IS THEREFORE ORDERED** that the Loan Agreement between Mortgagee and Decedents is valid and under the terms of the Loan Agreement and Texas Law is in default;

**IT IS FURTHER ORDERED** that Defendants Toni Nikita Ancher, Leon Himey McCloney, Jr., Krystle Beatrice McCloney, and the Unknown Heirs at Law of Teddy J. McCloney were immediately vested with all of Decedent's right, title and interest in the Property;

**IT IS FURTHER ORDERED** that Plaintiff, or its successors or assigns in interest, in accordance with TEX. CONST. art. XVI, § 50(k)(11), is entitled to enforce the Loan Agreement default by foreclosing the security interest encumbering the Property pursuant to the Loan Agreement and Tex. Prop. Code § 51.002;

---

**IT IS FURTHER ORDERED** that upon non-judicial foreclosure sale all Defendants will be divested of all right, title, interest, and possession in and of the Property;

**IT IS FURTHER ORDERED** that upon the non-judicial foreclosure sale ordered above is held, the purchaser of the property at the non-judicial foreclosure sale shall be vested and quieted with all right, title, interest and possession in and of the Property;

**IT IS FURTHER ORDERED** that as part of the costs of court, payable by Plaintiff, the Attorney Ad Litem is hereby granted the sum of 500<sup>00</sup>.

All relief requested by any party not expressly granted herein is hereby DENIED. This is a final, appealable Judgment.

SIGNED this 2 day of OCTO, 2012.

  
\_\_\_\_\_  
JUDGE PRESIDING

**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:** December 04, 2012

**Time:** The sale will begin at 10:00AM or not later than three hours after that time.

**Place** THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 July 15, 2002 and recorded in Document CLERK'S FILE NO. 2002024374 real property records of MCLENNAN County, Texas, with LARRY JOE PARKER AND STEPHANIE L. PARKER, grantor(s) and CORNERSTONE MORTGAGE COMPANY, mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by LARRY JOE PARKER AND STEPHANIE L. PARKER, securing the payment of the indebtednesses in the original principal amount of \$90,000.00, 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 as follows:

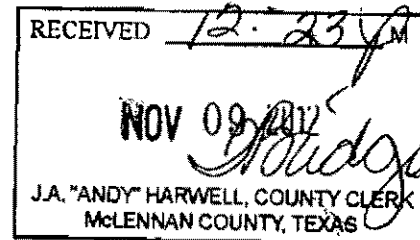
BEING LOT NINE(9) IN BLOCK G, OF THE DAYTON ADDITION TO THE CITY OF ROBINSON, MCLENNAN COUNTY, TEXAS ACCORDING TO THE REVISED PLAT OF SAID ADDITION RECORDED IN VOLUME 1359, PAGE 705 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS.

**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.  
3950 REGENT BLVD  
IRVING, TX 75063

*Cecil J. Kester*

CECIL KESTER, L PETR R HUMPHRIES OR B. JACKSON  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001



NOS20120018800512



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: December 04, 2012

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place: THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 11, 2007 and recorded in Document CLERK'S FILE NO. 2007017299 real property records of MCLENNAN County, Texas, with JAMES C DOWDEN AND MARY KAY DOWDEN, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE, mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by JAMES C DOWDEN AND MARY KAY DOWDEN, securing the payment of the indebtednesses in the original principal amount of \$111,500.00, 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 as follows:

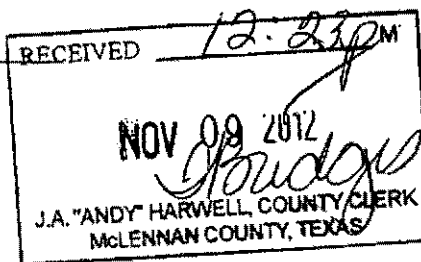
SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN FOR ALL PURPOSES.

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.  
3950 REGENT BLVD  
IRVING, TX 75063

*Cecil J. Kester*

CECIL KESTER, L PETR R HUMPHRIES OR B. JACKSON  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001



NOS20120018801620

**EXHIBIT "A"**

BEING ALL OF THAT TRACT OF LAND IN MCLENNAN COUNTY, TEXAS, OUT OF THE LEWIS MOORE SURVEY, AND BEING ALL OF THAT CALLED 0.344 ACRES DESCRIBED IN A DEED TO RANDY D. MARUS AS RECORDED IN VOLUME 1862, PAGE 3 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS, AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A 1/2 INCH STEEL ROD FOUND AT THE INTERSECTION OF THE EAST LINE OF NOLAN HARRIS LANE (50') WITH THE SOUTH LINE OF IDLEWOOD DRIVE (50' ) AT THE NORTHWEST CORNER OF SAID 0.344 ACRES;

THENCE SOUTH 76 DEGREES 04 MINUTES 46 SECONDS EAST WITH THE SOUTH LINE OF IDLEWOOD DRIVE, 150.20 FEET TO A 1/2 INCH STEEL ROD FOUND AT THE NORTHEAST CORNER OF SAID 0.344 ACRES AND THE NORTHWEST CORNER OF THAT CALLED 0.459 ACRES DESCRIBED IN A DEED TO LARRY W. SMITH AND CARMEN H. SALINAS AS RECORDED IN VOLUME 1846, PAGE 410 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS;

THENCE SOUTH 14 DEGREES 04 MINUTES 23 SECONDS WEST, 99.98 FEET TO A 1/2 INCH STEEL ROD FOUND AT THE SOUTHEAST CORNER OF SAID 0.344 ACRES AND THE NORTHEAST CORNER OF THAT CALLED 0.310 ACRES DESCRIBED IN A DEED TO KENNETH LYNN MASSEY AS RECORDED IN VOLUME 1815, PAGE 558 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS;

THENCE NORTH 76 DEGREES 04 MINUTES 51 SECONDS WEST, 150.09 FEET TO A POINT IN THE EAST LINE OF NOLAN HARRIS LANE AT THE SOUTHWEST CORNER OF SAID 0.344 ACRES AND THE NORTHWEST CORNER OF SAID 0.310 ACRES, A 1/2 INCH STEEL ROD FOUND SOUTH 76 DEGREES 04 MINUTES 51 SECONDS EAST, 0.24 FEET;

THENCE NORTH 13 DEGREES 57 MINUTES 46 SECONDS EAST (BEARING BASIS) WITH SAID LINE OF NOLAN HARRIS LANE, 99.98 FEET TO THE POINT OF BEGINNING, CONTAINING 0.345 ACRES OF LAND, MORE OR LESS.



NOS20120018801620

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: December 04, 2012

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 15, 2002 and recorded in Document CLERK'S FILE NO. 2002005889 real property records of MCLENNAN County, Texas, with JACQUELINE R. NEAL, grantor(s) and WELLS FARGO HOME MORTGAGE, INC., mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by JACQUELINE R. NEAL, securing the payment of the indebtednesses in the original principal amount of \$60,291.00, 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 as follows:

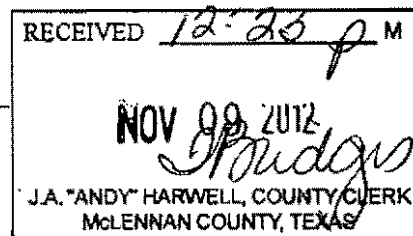
BEING LOT ELEVEN (11) IN BLOCK "A" OF THE APPLGROVE ADDITION, PART II, TO THE CITY OF WACO, MCLENNAN COUNTY, TEXAS, AS PER PLAT RECORDED IN VOLUME 1228, PAGE 121, OF THE MCLENNAN COUNTY DEED RECORDS.

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.  
ONE HOME CAMPUS  
DES MOINES, IA 50328

*Cecil J. Kester*

CECIL KESTER, L PETR R HUMPHRIES OR B. JACKSON  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001



NOS20120058300428

**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: December 04, 2012

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place: THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 March 21, 2009 and recorded in Document CLERK'S FILE NO. 2009010513 real property records of MCLENNAN County, Texas, with CHARLOTTE CAMPBELL STANFORD, grantor(s) and BANK OF AMERICA, N.A., mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by CHARLOTTE CAMPBELL STANFORD, securing the payment of the indebtednesses in the original principal amount of \$214,500.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. REVERSE MORTGAGE SOLUTIONS, 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 as follows:

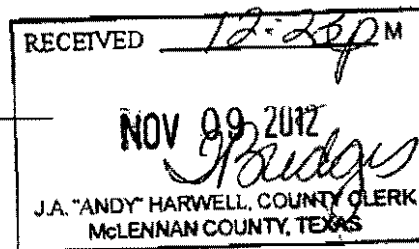
LOT 3, BLOCK B, COUNTRY CLUB ESTATES ADDITION, PART 4, CITY OF WACO, MCLENNAN COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN VOLUME 854, PAGE(S) 593, OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS.

**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. REVERSE MORTGAGE SOLUTIONS, INC, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o REVERSE MORTGAGE SOLUTIONS, INC  
2727 SPRING CREEK DR  
SPRING, TX 77373

*Cecil J. Kester*

CECIL KESTER, L PETR R HUMPHRIES OR B. JACKSON  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001



NOS20120091200019

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: December 04, 2012

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place: THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 18, 2005 and recorded in Document CLERK'S FILE NO. 2005015010 real property records of MCLENNAN County, Texas, with JULIE D. SPIVEY AND DAVID S. SPIVEY, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE, mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by JULIE D. SPIVEY AND DAVID S. SPIVEY, securing the payment of the indebtednesses in the original principal amount of \$153,265.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. US BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR SASCO MORTGAGE LOAN TRUST 2007-RF1 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 as follows:

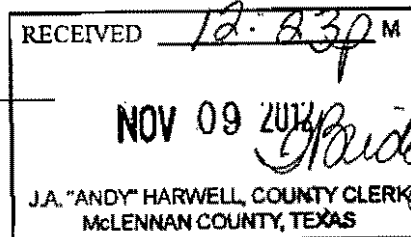
LOT 30, BLOCK 2, THE COUGAR RIDGE ADDITION PART II, TO THE CITY OF WACO, MCLENNAN COUNTY, TEXAS ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 583, PAGE 480, OF THE OFFICIAL PUBLIC RECORDS, MCLENNAN COUNTY, TEXAS.

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

*Cecil J. Kester*

CECIL KESTER, L PETR R HUMPHRIES OR B. JACKSON  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001



NOS20120169805606

**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: December 04, 2012

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place: THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 November 28, 2007 and recorded in Document CLERK'S FILE NO. 2007043277 real property records of MCLENNAN County, Texas, with BRENDA HITE AND WILLIAM JOSEPH HITE JR, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE, mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by BRENDA HITE AND WILLIAM JOSEPH HITE JR, securing the payment of the indebtednesses in the original principal amount of \$120,537.00, 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 as follows:

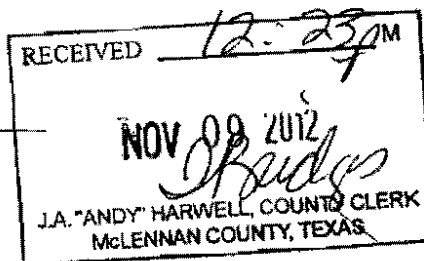
LOT 12, BLOCK 3, WORTHAM BEND ESTATES ADDITION, PHASE TWO, CITY OF WACO, MCLENNAN COUNTY, TEXAS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN COUNTY CLERK'S FILE NO. 2006004306, OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS.

**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

*Cecil J. Kester*

CECIL KESTER, L PETR R HUMPHRIES OR B. JACKSON  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001



NOS20120169805616

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: December 04, 2012

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 March 29, 2007 and recorded in Document CLERK'S FILE NO. 2007011529 real property records of MCLENNAN County, Texas, with BRENDA MATHIS AND GARY MATHIS AND MARY HOLLOWAY, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE, mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by BRENDA MATHIS AND GARY MATHIS AND MARY HOLLOWAY, securing the payment of the indebtednesses in the original principal amount of \$65,200.00, 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 as follows:

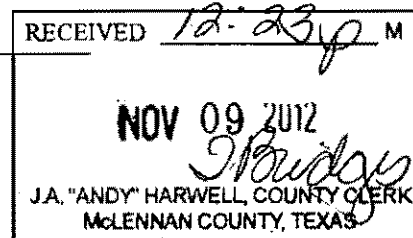
LOT EIGHT (8) IN BLOCK SEVEN (7) OF THE CROW'S TIMBER CREST ADDITION TO THE CITY OF WACO, MCLENNAN COUNTY, TEXAS, ACCORDING TO THE PLAT OF SAID ADDITION RECORDED IN VOLUME 738, PAGE 300 OF THE DEED RECORDS OF MCLENNAN COUNTY, TEXAS.

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

*Cecil J. Kester*

CECIL KESTER, L. PETR R. HUMPHRIES OR B. JACKSON  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001



NOS20120169805628

**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: December 04, 2012

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place: THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 29, 2008 and recorded in Document CLERK'S FILE NO. 2008013758 real property records of MCLENNAN County, Texas, with CHRISTY PARSON, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE, mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by CHRISTY PARSON, securing the payment of the indebtednesses in the original principal amount of \$103,377.00, 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 as follows:

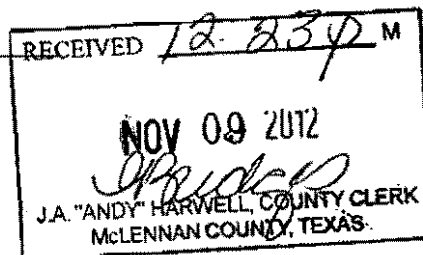
LOT NINE (9) IN BLOCK THIRTEEN (13) OF THE FAIN ESTATES ADDITION, PART THIRTEEN, TO THE CITY OF ROBINSON, MCLENNAN COUNTY, TEXAS, AS PER PLAT RECORDED IN VOLUME 907, PAGE 104, OF THE MCLENNAN COUNTY DEED RECORDS.

**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

*Cecil J. Kester*

CECIL KESTER, L PETR R HUMPHRIES OR B. JACKSON  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001



NOS20120169805919



**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: December 04, 2012

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place: THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 November 13, 2009 and recorded in Document CLERK'S FILE NO. 2009035262 real property records of MCLENNAN County, Texas, with PETER BETROS, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE, mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by PETER BETROS, securing the payment of the indebtednesses in the original principal amount of \$122,702.00, 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 mortgage of the note and Deed of Trust or Contract Lien.

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

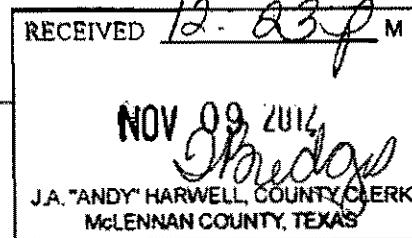
LOT 19 IN BLOCK 4 OF THE DEHAY ESTATES ADDITION, PART V, TO THE CITY OF HEWITT, MCLENNAN COUNTY, TEXAS, AS PER PLAT RECORDED IN VOLUME 1441, PAGE 523, DEED RECORDS, MCLENNAN COUNTY, TEXAS.

**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

*Cecil J. Kester*

CECIL KESTER, L PETR R HUMPHRIES OR B. JACKSON  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001



**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: December 04, 2012

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place: THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 July 18, 2006 and recorded in Document CLERK'S FILE NO. 2006026278 real property records of MCLENNAN County, Texas, with DOROTHY PASSINO, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE, mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by DOROTHY PASSINO, securing the payment of the indebtednesses in the original principal amount of \$80,364.00, 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 as follows:

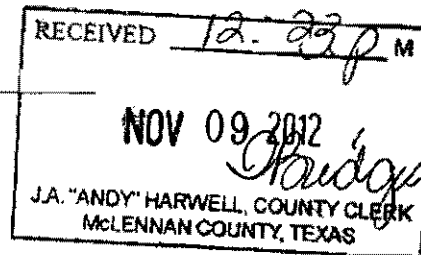
LOT 1, BLOCK 3, MCNAMARA ADDITION, TO THE CITY OF WACO, MCLENNAN COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 650, PAGE 122, DEED RECORDS, MCLENNAN COUNTY, TEXAS.

**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

*Cecil J. Kester*

CECIL KESTER, L PETR R HUMPHRIES OR B. JACKSON  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001



NOS20120169806157

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:** December 04, 2012

**Time:** The sale will begin at 10:00AM or not later than three hours after that time.

**Place** THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 August 27, 2004 and recorded in Document CLERK'S FILE NO. 2004035152 real property records of MCLENNAN County, Texas, with DAVID JACKSON AND KELLY JACKSON, grantor(s) and CORNERSTONE MORTGAGE COMPANY, mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by DAVID JACKSON AND KELLY JACKSON, securing the payment of the indebtednesses in the original principal amount of \$97,186.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. JPMORGAN CHASE 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 as follows:

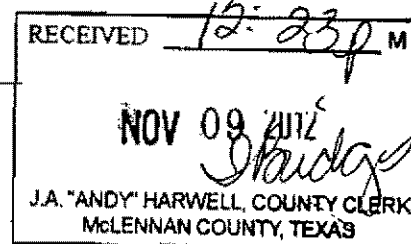
LOT 18, IN BLOCK 8 OF THE FINAL PLAT HERITAGE HEIGHTS ADDITION PART THREE, TO THE CITY OF HEWITT, MCLENNAN COUNTY, TEXAS, AS PER PLAT RECORDED IN VOLUME 1255, PAGE 821, MCLENNAN COUNTY DEED RECORDS.

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. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC  
3415 VISION DRIVE  
COLUMBUS, OH 43219

*Cecil J. Kester*

CECIL KESTER, L PETR R HUMPHRIES OR B. JACKSON  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001



Active Duty Notifications: Special Loans Unit /CHASE Home Lending Attn: SCRA/2210 Enterprise Drive  
/Florence, SC 29501 /Fax: 843 413 5433/scra.military.orders@chase.com



NOS20120187405267

**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:** December 04, 2012

**Time:** The sale will begin at 10:00AM or not later than three hours after that time.

**Place:** THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 19, 2006 and recorded in Document CLERK'S FILE NO. 2006022199 real property records of MCLENNAN County, Texas, with JOE ZARRAGA AND KRISTIN ZARRAGA, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS"), AS NOMINEE, mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by JOE ZARRAGA AND KRISTIN ZARRAGA, securing the payment of the indebtednesses in the original principal amount of \$68,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE FOR J.P. MORGAN MORTGAGE ACQUISITION TRUST 2006-HE3, ASSET BACKED PASS-THROUGH CERTIFICATES, SERIES 2006-HE3 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 as follows:

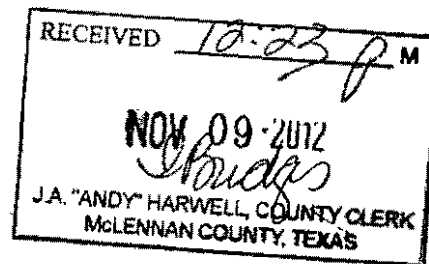
BEING LOT SEVEN (7) IN BLOCK TWENTY-FIVE (25) OF THE HIGHLAND PLACE ADDITION TO THE CITY OF WACO, MCLENNAN COUNTY, TEXAS, AS PER PLAT RECORDED IN VOLUME 228, PAGE 41, OF THE MCLENNAN COUNTY DEED RECORDS.

**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. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, SUCCESSOR BY MERGER TO CHASE HOME FINANCE LLC  
3415 VISION DRIVE  
COLUMBUS, OH 43219

*Cecil J. Kester*

CECIL KESTER, L PETR R HUMPHRIES OR B. JACKSON  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001



Active Duty Notifications: Special Loans Unit /CHASE Home Lending Attn: SCRA/2210 Enterprise Drive /Florence, SC 29501 /Fax: 843 413 5433/scra.military.orders@chase.com



NOS20120187500966

**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:** January 01, 2013

**Time:** The sale will begin at 10:00AM or not later than three hours after that time.

**Place** THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 30, 2002 and recorded in Document CLERK'S FILE NO. 2002014838 real property records of MCLENNAN County, Texas, with LEE ANN MCKAMEY AND WARREN L MCKAMEY, SR, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE, mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by LEE ANN MCKAMEY AND WARREN L MCKAMEY, SR, securing the payment of the indebtednesses in the original principal amount of \$98,838.00, 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 as follows:

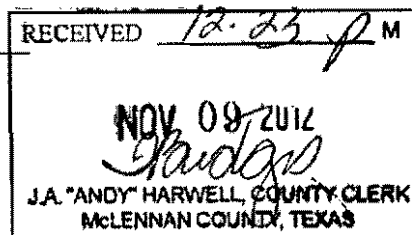
BEING LOT THREE (3), IN BLOCK FOUR (4) OF THE CORRECTED FINAL PLAT OF COMANCHE CREEK PHASE II, A SUBDIVISION IN LACY LAKEVIEW, MCLENNAN COUNTY, TEXAS, AS PER PLAT RECORDED UNDER 2002013796 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS.

**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.  
PORT MILL, SC 29715

*Cecil J. Kester*

CECIL KESTER, L PETR R HUMPHRIES OR B. JACKSON  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001



NOS20120010101319

**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: January 01, 2013

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place: THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE MCLENNAN COUNTY COURTHOUSE 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 July 15, 2002 and recorded in Document CLERK'S FILE NO. 2002024902 real property records of MCLENNAN County, Texas, with GLORIA PALOMO, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS NOMINEE, mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by GLORIA PALOMO, securing the payment of the indebtednesses in the original principal amount of \$45,103.00, 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 as follows:

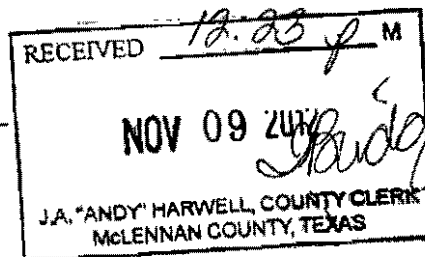
BEING LOT NINE (9) IN BLOCK NINE (9) OF THE MONMOUTH HEIGHTS ADDITION TO THE CITY OF WACO, MCLENNAN COUNTY, TEXAS, AS PER PLAT OF SAID ADDITION DULY RECORDED IN VOLUME 189, PAGE 254 DEED RECORDS, MCLENNAN COUNTY, TEXAS.

**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:

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

*Cecil J. Kester*

CECIL KESTER, L PETR R HUMPHRIES OR B. JACKSON  
Substitute Trustee  
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP  
15000 Surveyor Boulevard, Suite 100  
Addison, Texas 75001



NOS20120010601308

**ShowBarcode = YES**  
**Posting Date = 11/9/2012**  
**County = 00161**

CITIMORTGAGE, INC. (CMI)  
CRISMAN, DONNA R.  
716 CHEYENNE TRAIL, HEWITT, TX 76643

FHA 492-6710108-703  
Our File Number: 11-004822

**NOTICE OF TRUSTEE'S SALE**

WHEREAS, on March 26, 2003, DONNA R. CRISMAN, A SINGLE WOMAN, as Grantor(s), executed a Deed of Trust conveying to R. J. DANIEL, as Trustee, the Real Estate hereinafter described, to CORNERSTONE MORTGAGE COMPANY in payment of a debt therein described. The Deed of Trust was filed in the real property records of MCLENNAN COUNTY, TX and is recorded under Clerk's File/Instrument Number 2003012473, 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, December 4, 2012 between ten o'clock AM and four o'clock PM and beginning not earlier than 1:00 P.M. or not later than three hours thereafter, I will sell said Real Estate at the County Courthouse in MCLENNAN COUNTY, TX to the highest bidder for cash. 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 of Trustee's Sale was posted.

Said Real Estate is described as follows: In the County of McLennan, State of Texas:

BEING LOT FIVE (5), IN BLOCK TEN (10) OF THE INDIAN CREEK ESTATES ADDITION, PART TWO, TO THE CITY OF HEWITT, MCLENNAN COUNTY, TEXAS, AS PER PLAT RECORDED IN VOLUME 1244, PAGE 595 OF THE MCLENNAN COUNTY DEED RECORDS

Property Address: 716 CHEYENNE TRAIL  
HEWITT, TX 76643  
Mortgage Servicer: CITIMORTGAGE, INC.  
Notcholder: CITIMORTGAGE, INC.  
1000 TECHNOLOGY DRIVE  
O'FALLON, MISSOURI 63368-2240

The Mortgage Servicer is authorized to represent the Notcholder by virtue of a servicing agreement with the Notcholder. 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.

WITNESS MY HAND this day November 13, 2012.

*Cecil Kester*

SUBSTITUTE TRUSTEE  
CECIL KESTER OR BRIAN JACKSON OR DARLA RIEPER  
c/o Shapiro Schwartz, LLP  
5450 NW Central Drive, Suite 307  
Houston, TX 77092  
(713)462-2565

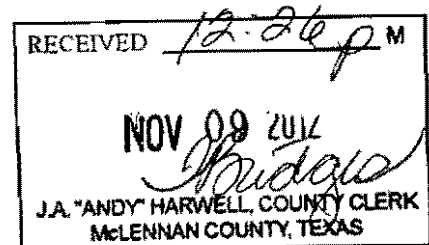
THE STATE OF Texas  
COUNTY OF McLennan

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared CECIL KESTER, 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 9th day of November 20 12.



*[Signature]*  
NOTARY PUBLIC in and for McLennan COUNTY,  
My commission expires: \_\_\_\_\_  
Type or Print Name of Notary \_\_\_\_\_





ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU OR YOUR SPOUSE IS SERVING IN ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD, THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

NOTICE OF SALE BY SUBSTITUTE TRUSTEE

STATE OF TEXAS

§  
§  
§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MCLENNAN

WHEREAS, Lafayette Charles Williams and Ferlandra Shevon Williams ("Borrower" whether one or more) became indebted to Walter Mortgage Company, LLC ("Creditor"), as evidenced by that certain Sales Contract (the "Note") dated December 30, 2010, for a total amount of \$155,748.00 including interest, executed and delivered by Borrower to Creditor and being due and payable as therein provided; and

WHEREAS, the indebtedness evidenced by the Note (the "Indebtedness") is secured by, among other items, that certain Purchase Money Deed of Trust dated December 30, 2010, executed by Borrower and Creditor to Joseph H. Kelly, as Trustee for the benefit of Creditor, said Purchase Money Deed of Trust being recorded on January 18, 2011, as Document Number 2011001828, in the Official Public Records of McLennan County, Texas (the "Security Instrument"), covering the real property described in Exhibit A attached hereto, along with the improvements on such real property and any after acquired permanent improvements or title to such improvements and/or real property (all of which is hereinafter referred to as the "Premises"); and

WHEREAS, the Note and the Security Instrument and all other documents securing the Note are now held by U.S. Bank, N.A., as trustee on behalf of Mid-State Trust X by Green Tree Servicing LLC, as servicer with delegated authority ("Beneficiary"); and

WHEREAS, to the extent the Security Instrument or any other security agreement held by Beneficiary covers both real and personal property, including without limitation, the improvements or any after acquired permanent improvements on such real property described on Exhibit A hereto, which includes but is not limited to the improvements and any after acquired permanent improvements or title to such house, any of said personal property which is part of the Premises or which is otherwise covered by a lien or security interest in favor of Beneficiary will be hereinafter included in the definition of Premises as used herein and sold at public sale, hereinafter described, pursuant to Section 9.604 of the Texas Uniform Commercial Code; and

WHEREAS, default has been made in payment of the Note and the Indebtedness, and the Note is now unpaid, delinquent and in default; and

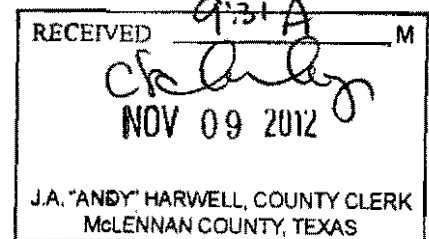
WHEREAS, Beneficiary has given all required notices to Borrower and any and all other necessary parties with regard to the defaulted indebtedness; and

WHEREAS, Beneficiary has requested the undersigned and the other appointed substitute trustees to enforce the liens of the Security Instrument by sale of the Premises in the manner set forth under the terms of the Security Instrument and pursuant to the laws of the State of Texas; and

WHEREAS, the undersigned, acting upon the request of Beneficiary, by these presents is hereby posting, filing and giving notice of the foreclosure of the Security Instrument and the lien thereof in accordance with applicable Texas law and the terms and provisions of the Security Instrument; and

NOW, THEREFORE, I, the undersigned Substitute Trustee, do hereby give notice that after due publication of this notice as required by law and the Security Instrument, that any of the following duly appointed substitute trustees (individually and separate) are authorized to act alone without the joinder of the other Substitute Trustees:

APPOINTED SUBSTITUTE TRUSTEES



1. T. J. RINEY,
2. K.M.J. SIMS,
3. S.G. YOUNG-HARVEY,
4. JIM MILLS,
5. SUSAN MILLS,
6. EMILY NORTHERN,
7. ALEXANDRA ZOGRAFOS,
8. KORY MORGAN,
9. DENISE MORGAN

The Substitute Trustees are authorized to sell the Premises at public venue to the highest bidder or bidders, for cash.

**NOTICE IS HEREBY GIVEN** that the date, time and place of the foreclosure sale is as follows:

**Date of Sale:** Tuesday, December 4, 2012

**Time of Sale:** The sale will begin no earlier than 1:00PM and no later than three (3) hours thereafter

**Location of Sale:** At the County Courthouse in McLennan County, Texas, on the front steps of the courthouse, unless the location of the sale has been otherwise designated to a specific location by the Commissioner's Court of McLennan County. If such a designation by the Commissioner's Court has been made and recorded after the date hereof and prior to the time of the sale, then the Substitute Trustee will sell the Premises at the area designated by the Commissioner's Court of McLennan County, Texas.

Dated: November 9, 2012.

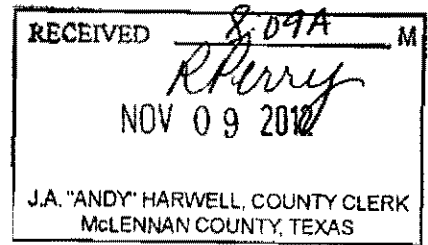
  
T.J. Riney, Substitute Trustee

**AFTER RECORDING, PLEASE RETURN TO:**  
Riney Palter, PLLC  
Attn: T.J. Riney  
5949 Sherry Lane, Suite 1616  
Dallas, Texas 75225-8009

**EXHIBIT "A"**

Being Lot 49, Block 4, Coronado Addition to the city of Waco, Texas, a subdivision of McLennan County, Texas, according to the map or plat of record in volume 715, Page 51B of the Deed Records of McLennan County, Texas.

<b>PROPERTY ADDRESS:</b> 3105 Mildred St. Waco, TX 76706	<b>COUNTY:</b> McLennan	<b>BORROWER:</b> Williams, Lafayette C. & Ferland S.
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## Notice of Trustee's Sale

**Date:** November 8<sup>th</sup>, 2012

**Trustee:** Shepherd S. Neville

**Trustee's Address:** 6011 Bosque Blvd., Waco, Texas 76710

**Current Mortgagee:** Douglas D. Waters and Mary A. Waters

**Note:** EIGHTY THOUSAND DOLLARS AND NO/100 (\$80,000.00) payable to Douglas D. Waters and Mary A. Waters by Karl Mounce

### Deed of Trust

Date: August 20, 1999

Grantor: Karl Mounce

Original Mortgagee: Douglas D. Waters and Mary A. Waters

Recording information: Instrument #9942153 in the Official Public Records of McLennan County, Texas

Property: Described in the attached Exhibit "A".

**County:** McLennan

**Date of Sale:** December 4, 2012

**Time of Sale:** 10:00 a.m.

**Place of Sale:** Front steps of McLennan County Courthouse

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.

Mortgagee has appointed Shepherd S. Neville as Trustee under the Deed of Trust. Mortgagee 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 sale will begin at the Time of Sale or not later than three hours thereafter.

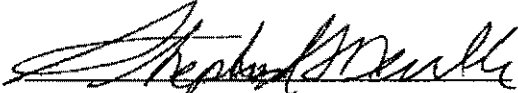
  
Shepherd S. Neville

Exhibit A

FIELDNOTES: 2.00 ACRE TRACT

BEING a 2.00 ac tract of land in the Phillip Hart Survey, A-421, of McLennan County, Texas and being out of and a part of those two tracts, called PART 1 (2.00 ac) and PART 2 (5.72 ac) in a Warranty Deed from Orvel Earle et ux Lois Earle to Douglas Waters et ux Anita Waters, dated December 31, 1968 and recorded in Volume 1042, Page 588, McLennan County Deed Records and being further described by metes and bounds as follows:

BEGINNING at an iron stake set at the most easterly corner of said PART 1 (2.00 ac) tract for the most easterly corner of this;

THENCE S 47°21' W 414.95 ft with S.E. line of said PART 1, (2.00 ac) tract to an iron stake set at fence corner in the N. line of State Highway No. 6 for the most southerly corner of this;

THENCE N 67°31'02'' W 105.75 ft with N. line of said highway to a chain link fence corner post for the most westerly corner of this;

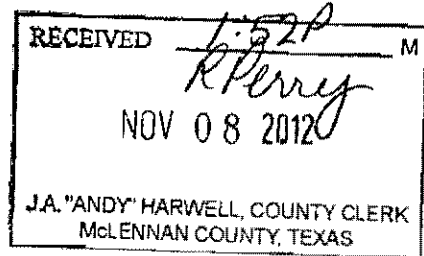
THENCE N 28°34'09'' E 199.86 ft with chain link fence to metal corner post for a point in the westerly boundary of this;

THENCE N 26°44'03'' E 353.70 ft to an iron stake set in the N.E. line of said PART 2 (5.72 ac) tract for the most northerly corner of this;

THENCE S 30°35'27'' E 291.25 ft with N.E. lines of said PART 2 (5.72 ac) tract and PART 1 (2.00 ac) tract to the place of beginning and containing 2.00 acres of land more or less.

The above bearings are based on the S.E. line of said PART 1 (2.00 ac) tract as bearing S 47°21'W as described in the above referenced deed for that tract.

NOTICE OF TRUSTEE'S SALE



Date: November 8, 2012

Trustee: John Malone

Trustee's Street Address: 1838 N. Valley Mills Drive, Waco, Texas 76710

Lender: Tommy Smith and Vicky Smith

Note

Date: January 24, 2012

Borrower: Armando Castillo and Rosa Castillo

Payee: Tommy Smith and Vicky Smith

Principal Amount: \$51,465.00

Deed of Trust

Date: January 24, 2012

Grantor: Armando Castillo and Rosa Castillo

Trustee: John Malone

Original Beneficiary: Tommy Smith and Vicky Smith

Recording information: Instrument #2012002261 in the Official Public Records of McLennan County, Texas

Property: Being Lot Six (6) in Block Nine (9) of the Princess Place Addition to the City of Waco, McLennan County, Texas, as per plat recorded in Volume 245, page 446 of the McLennan County Deed Records, and more commonly known as 3812 Parrott Ave., Waco, Texas 76707

County: McLennan

Date of Sale (first Tuesday of month): December 4, 2012

Time of Sale: 10:00 a.m. or within three hours thereof

Place of Sale: At the top of the outside steps to the Second Floor in front of the McLennan County Courthouse in Waco, Texas.

John Malone is the Trustee under the Deed of Trust. Lender has instructed Trustee to offer the Property for sale toward the satisfaction of the Note.

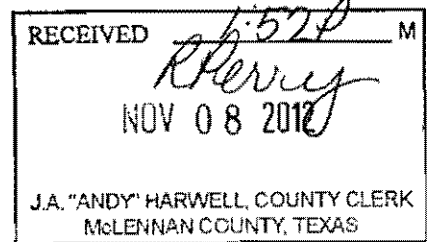
Notice is given that on the Date of Sale, Trustee will offer the Property for sale at public auction at the Place of Sale, to the highest bidder for cash. The earliest time the sale will occur is the Time of Sale, and the sale will be conducted no later than three hours thereafter.

**NOTICE: Assert and protect your rights as a member of the armed forces to 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.**

*John Malone*

JOHN MALONE, TRUSTEE  
(254) 772-3722

NOTICE OF TRUSTEE'S SALE



Date: November 8, 2012

Trustee: John Malone

Trustee's Street Address: 1838 N. Valley Mills Drive, Waco, Texas 76710

Lender: Southwest Remodeling Inc., Co.

Note

Date: June 4, 2007

Borrower: Dora J. Lawrence George and George H. George

Payee: Southwest Remodeling Inc., Co.

Principal Amount: \$22,498.00

Deed of Trust

Date: June 4, 2008

Grantor: Dora J. Lawrence George and George H. George

Trustee: John Malone

Original Beneficiary: Southwest Remodeling Inc., Co.

Recording information: Instrument # 2008024386 in the Official Public Records of McLennan County, Texas

Property: Lot Twelve (12), Block Twenty-three (23) of the Carver Park Addition of the City of Waco, McLennan County, Texas, being more commonly known as 713 Dunbar Avenue, Waco, McLennan County, Texas

County: McLennan

Date of Sale (first Tuesday of month): December 4, 2012

Time of Sale: 10:00 a.m. or within three hours thereof

Place of Sale: At the top of the outside steps to the Second Floor in front of the McLennan County Courthouse in Waco, Texas.

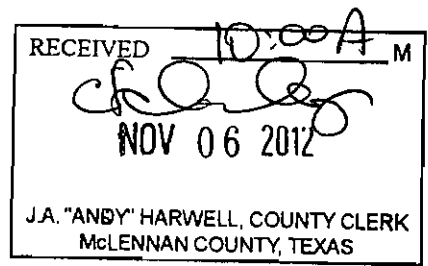
John Malone is the Trustee under the Deed of Trust. Lender has instructed Trustee to offer the Property for sale toward the satisfaction of the Note.

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. The earliest time the sale will occur is the Time of Sale, and the sale will be conducted no later than three hours thereafter.

**NOTICE: Assert and protect your rights as a member of the armed forces to 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.**

  
\_\_\_\_\_  
JOHN MALONE, TRUSTEE





## NOTICE OF FORECLOSURE SALE

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

BEING a 0.2248 acre tract or parcel of land lying and being situated in Robinson, McLennan County, Texas, and being part of Lot 1 and part of Lot 3, Block 3 of the Original Townsite of Robinsonville as shown on the map of the Town of Robinsonville recorded in Volume T, Page 115 of the Deed Records of McLennan County, Texas, and also being the same tract of land described as 0.225 acre in the deed from Robinson Building Corporation to Linda McMahan Tusa and others recorded in Volume 1394, Page 786 of the Deed Records of McLennan County, Texas, and being more particularly described as follows:

BEGINNING at the iron rod found marking the west corner of the before-mentioned 0.225 acre tract in the southeast right-of-way line of West Lyndale Drive;

THENCE N 62 degrees 00' 00" E along the beforementioned southeast right-of-way line of West Lyndale Drive, same being the northwest line of the beforementioned 0.225 acre tract, for a distance of 80.60 feet to an iron rod found for corner marking the north corner of the said 0.225 acre tract;

THENCE S 29 degrees 09' 00" E along the northeast line of the beforementioned 0.225 acre tract for a distance of 121.50 feet to a chain link fence corner post round for corner marking the east corner of the said 0.225 acre tract;

THENCES 62 degrees 00' 00" W along the southeast line of the beforementioned 0.225 acre tract for a distance of 80.60 feet to a chain link fence corner post found for corner marking the south corner of the said 0.225 acre tract;

THENCE N 29 degrees 09' 00" W along the southwest line of the beforementioned 0.225 acre tract for a distance of 121.50 feet to the PLACE OF BEGINNING, containing 0.2248 acre of land, more or less, and being the same property conveyed to Olga A. Villarreal by deed dated June 4, 2007 and recorded under Clerk's File Number 2007020158, Official Public Records of McLennan County, Texas.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the home equity deed of trust recorded under Clerk's File Number 2007046282, Official Public Records of McLennan County, Texas.

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

Date: December 4, 2012

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 4:00 P.M.

Place: McLennan County Courthouse in Waco, Texas, at the following location: At the top of the outside steps to the second floor in front of the McLennan County Courthouse on Washington Avenue, Waco, McLennan County, Texas.

The home equity 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 home equity deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiled may be after the date originally scheduled for this sale.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the home equity 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 home equity 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 home equity 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 home equity 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 home equity 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 home equity 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 judicial home equity deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the home equity deed of trust executed by Olga A. Villarreal and Gilberto Villarreal, Jr. Application for *Order Permitting Foreclosure of Lien Created under Tex. Const. art. XVI, Section 50a(6)* was made by the current Beneficiary in Cause No. 2012-2064-5. The Court signed an *Order for Foreclosure* on October 31, 2012.

The real property encumbered by the home equity deed of trust will be sold at the sale in accordance with the provisions of the home equity deed of trust.

6. *Obligations Secured.* The home equity deed of trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including the promissory note in the original principal amount of \$30,370.00, executed by Olga A. Villarreal and Gilberto Villarreal, Jr., and payable to the order of Alliance Bank Central Texas, which is the current owner and holder of the Obligations and is the beneficiary under the home equity deed of trust.

Questions concerning the sale may be directed to the undersigned.

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.

Dated November 6, 2012.



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WALT FAIR, Substitute Trustee

**NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE**

RECEIVED 12-20 P M  
NOV 01 2012  
J.A. "ANDY" HARWELL, COUNTY CLERK  
MCLENNAN COUNTY, TEXAS

**DEED OF TRUST INFORMATION:**

**Date:** 06/02/2008  
**Grantor(s):** COLBY J. LONGORIA, SEAN H. WALTERS  
**Original Mortgagee:** MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.; SOLELY AS NOMINEE FOR SOUTHWEST FUNDING, LP, ITS SUCCESSORS AND ASSIGNS  
**Original Principal:** \$134,487.00  
**Recording Information:** Instrument 2008018338  
**Property County:** McLennan  
**Property:** LOT 2, BLOCK 2 OF THE WILLOW BEND ADDITION, PART 1 TO THE CITY OF WACO, MCLENNAN COUNTY, TEXAS, AS SHOWN ON PLAT RECORDED UNDER CLERK'S FILE NUMBER 2005011949 OF THE OFFICIAL PUBLIC RECORDS OF MCLENNAN COUNTY, TEXAS.  
**Reported Address:** 10220 SALEM WAY, WACO, TX 76708

**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 1st day of January, 2013  
**Time of Sale:** 1:00 PM or within three hours thereafter.  
**Place of Sale:** AT THE TOP OF THE OUTSIDE STEPS TO THE SECOND FLOOR IN FRONT OF THE COURTHOUSE in McLennan County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the McLennan County Commissioner's Court.  
**Substitute Trustee(s):** Cecil Kester or Brian Jackson or Lori Garner, Hayden Hooper, Jeff Martin, Sammy Hooda, Andrew Hepworth, Robert Henry or Joe Lozano, any to act  
**Substitute Trustee Address:** 9441 LBJ Freeway, Suite 250, Dallas, TX 75243

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 Cecil Kester or Brian Jackson or Lori Garner, Hayden Hooper, Jeff Martin, Sammy Hooda, Andrew Hepworth, Robert Henry or Joe Lozano, 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. Cecil Kester or Brian Jackson or Lori Garner, Hayden Hooper, Jeff Martin, Sammy Hooda, Andrew Hepworth, Robert Henry or Joe Lozano, 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,  
/s/ N. Robert Henry

Brice, Vander Linden & Wernick, P.C.

RECEIVED 12-20 P M  
NOV 01 2012  
J.A. "ANDY" HARWELL, COUNTY CLERK  
MCLENNAN COUNTY, TEXAS