

Our File Number: 15-17106

Name: THOMAS L MARSHALL, AN UNMARRIED PERSON

Filed for Record in:
BRAZOS COUNTY

NOTICE OF TRUSTEE'S SALE

On: Jul 11, 2016 at 09:52P

WHEREAS, on November 1, 2007, THOMAS L. MARSHALL, AN UNMARRIED PERSON, executed a Deed of Trust/Security Instrument conveying to ALLAN B. POLUNSKY, as Trustee, the Real Estate hereinafter described, to MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ACTING SOLELY AS NOMINEE FOR CITY BANK MORTGAGE, in the payment of a debt therein described, said Deed of Trust/Security Instrument being recorded under County Clerk Number 00981481, in Book 8322, at Page 162, in the DEED OF TRUST OR REAL PROPERTY records of BRAZOS COUNTY, TEXAS; and

WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder has requested to sell said property to satisfy said indebtedness;

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

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **TUESDAY, SEPTEMBER 6, 2016**, between ten o'clock AM and four o'clock PM and beginning not earlier than 11:00 AM or not later than three hours thereafter, I will sell said Real Estate at the County Courthouse in BRAZOS COUNTY, TEXAS 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 was posted.

Said Real Estate is described as follows:

LOT FOUR (4), BLOCK THREE (3), WIXON OAKS SUBDIVISION, BRAZOS COUNTY, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 3767, PAGE 291 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.

Property Address: 8266 WIXON OAKS DRIVE
BRYAN, TX 77808

Mortgage Servicer: BANK OF OKLAHOMA

Noteholder: BOKF, N.A., A NATIONAL BANKING ASSOCIATION D/B/A BANK OF OKLAHOMA, A SUCCESSOR IN INTEREST BY MERGER TO BANK OF TEXAS, N.A.
7060 SOUTH YALE AVENUE, #200
TULSA, OK 74136

The Mortgage Servicer is authorized to represent the Noteholder by virtue of a servicing agreement with the Noteholder. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

ACTIVE MILITARY SERVICE NOTICE

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.

WITNESS MY HAND this 11th day of July, 2016.


Sharon St. Pierre, Robert LaMont, Harriett Fletcher, David Sims, Sheryl LaMont, Wes Wheat, Leb Kemp, Evan Press, Traci Yeaman, Wayne Wheat, Aarti Patel, Patrick Zwiers, Vince Ross, Jack Burns II, Kristopher Holub, Pete Florez, Allan Johnston, Substitute Trustees

Marinosci & Law Group
14643 Dallas Parkway, Suite 750
Dallas, Texas 75254
(972) 331-2300

Resolve Trustee

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

NOTICE: PURSUANT TO TEXAS TAX CODE SECTION 32.06, THE FORECLOSURE SALE REFERRED TO IN THIS DOCUMENT IS A SUPERIOR TRANSFER TAX LIEN SUBJECT TO RIGHT OF REDEMPTION UNDER CERTAIN CONDITIONS. THE FORECLOSURE IS SCHEDULED TO OCCUR ON SEPTEMBER 6, 2016.

Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

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

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

LOT 4, BLOCK 4, OF THE BEN MILAM ADDITION TO THE CITY OF BRYAN, BRAZOS COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED IN VOLUME 358, PAGE 48 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.

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

Date: September 6, 2016

Time: The sale shall begin no earlier than 1:00 p.m. or no later than three hours thereafter.
The sale shall be completed by no later than 4:00 p.m.

Place: The sale will be held at the Atrium on the first floor of the county administration building, 200 South Texas Ave., Bryan, TX; or at the area designated by the County Commissioners, pursuant to Section 51.002 of the Texas Property Code as the place where foreclosures sales are to take place. If no place is designated by the Commissioner's Court, sale will be conducted at the place where the Notice of Substitute Trustee's Sale was posted

The deed of trust/contract for foreclosure of tax lien permits the beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the trustee or substitute trustee under the deed of trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and re-filed in accordance with the posting and filing requirements of the Texas

Property Code. Such reposting or re-filing may be after the date originally scheduled for this sale.

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

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

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

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

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

Pursuant to section 51.0075 of the Texas Property, Code, the Trustee or any Substitute 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.

4. Type of Sale. The sale is a non judicial deed of trust/contract for foreclosure of tax lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the deed of trust contract for foreclosure of tax lien executed by Lester Kirkingburg. The deed of trust is dated March 27, 2013, and is recorded in the office of the County Clerk of Brazos County, Texas, under Clerk's Document No. 1150594 in the Official Public Records of Brazos County, Texas.

5. Obligations Secured. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including but not limited to (1) the promissory note in the original principal amount of \$8,898.56, executed by Lester Kirkingburg and payable to the order of PROPEL FINANCIAL SERVICES, LLC; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of Lester Kirkingburg to PROPEL FINANCIAL SERVICES, LLC. PFS Tax Lien Trust 2014-1, a DE Statutory Trust (acting by and through its Agent and Attorney in Fact, PROPEL FINANCIAL SERVICES, LLC); 7990 IH 10 W, Suite 200, San Antonio, Texas 78230, successor in interest to PROPEL FINANCIAL SERVICES, LLC, is the current owner and holder of the Obligations and is the beneficiary under the

deed of trust. Propel Financial Services, LLC, as mortgage servicer, is representing the mortgagee, PFS Tax Lien Trust 2014-1, a DE Statutory Trust under a servicing agreement with the mortgagee.

Questions concerning the sale may be directed to the counsel for the beneficiary:
BRIAN S. BELLAMY: 4330 Gaines Ranch Loop, Suite 150, Austin, Texas, 78735: 512-347-1604.

6. Default and Request To Act. Default has occurred under the deed of trust, and the beneficiary has requested Brian S. Bellamy and/or Lauren E. Turnbull, either to act, as Substitute Trustee, to conduct this sale. Notice is given that before the sale the beneficiary, or its attorney, may appoint another person as substitute trustee to conduct the sale.

DATED: August 3, 2016



Brian S. Bellamy
SAVRICK, SCHUMANN, JOHNSON, MCGARR,
KAMINSKI & SHIRLEY, L.L.P
State Bar No. 24045476
The Overlook at Gaines Ranch
4330 Gaines Ranch Loop, Suite 150
Austin, Texas 78735
(512) 347-1604
(512) 347-1676 – Fax
bbellamy@ssjmlaw.com

On: Jul 21, 2016 at 02:17

APPOINTMENT OF SUBSTITUTE TRUSTEE AND
NOTICE OF SUBSTITUTE TRUSTEE SALE

As a
Posting Real Estate Notice

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

Receipt Number - 520051

By:

Amber Hoshimoo

**APPOINTMENT OF
SUBSTITUTE TRUSTEE:**

WHEREAS, in my capacity as the attorney for the Mortgagee and/or its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I hereby name, appoint and designate Pete Florez, Sharon St. Pierre, Sheryl LaMont, Harriett Fletcher, David Sims, Robert LaMont, Travis Gray, Chris Ferguson, or Jack O'Boyle, each as Substitute Trustee, to act under and by virtue of said Deed of Trust, including posting and filing the public notice required under Section 51.002 Texas Property Code as amended, and to proceed with a foreclosure of the Deed of Trust lien securing the payment of the Note.

**SUBSTITUTE TRUSTEE'S
ADDRESS:**

c/o JACK O'BOYLE & ASSOCIATES, Mailing Address: P.O. Box 815369, Dallas, Texas 75381;
Physical Address: 12300 Ford Road, Suite 212, Dallas, TX 75234.

**NOTICE OF SUBSTITUTE
TRUSTEE SALE:**

WHEREAS, default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on September 06, 2016 between the hours of 11am-2pm the Substitute Trustee will sell said real property at the place hereinafter set out and pursuant to the terms herein described. The sale will begin at the earliest time stated above or within three (3) hours after that time.

LOCATION OF SALE:

The place of the sale shall be: THE ATRIUM ON THE 1ST FLOOR OF THE COUNTY ADMINISTRATION BUILDING, 200 SOUTH TEXAS AVENUE, BRYAN, TEXAS in BRAZOS County, Texas or as designated by the County Commissioners.

**INSTRUMENT TO BE
FORECLOSED:**

Deed of Trust or Contract Lien dated 12/07/2012 and recorded under Volume, Page or Clerk's File No. 01140358 in the real property records of Brazos County Texas, with JUSTIN LANE MOUTON AND SUSANNE MICHELLE MOUTON, HUSBAND AND WIFE as Grantor(s) and America's Choice Home Loans LP, A Texas Limited Partnership as Original Mortgagee.

OBLIGATIONS SECURED:

Deed of Trust or Contract Lien executed by JUSTIN LANE MOUTON AND SUSANNE MICHELLE MOUTON, HUSBAND AND WIFE securing the payment of the indebtedness in the original principal amount of \$336,000.00 and obligations therein described including but not limited to the promissory note and all the modifications, renewals and extensions of the promissory note (the "Note") executed by JUSTIN LANE MOUTON, SUSANNE MICHELLE MOUTON. Stonegate Mortgage Corporation is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

**MORTGAGE SERVICING
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 property securing the above referenced loan. Stonegate Mortgage Corporation is acting as the Mortgage Servicer for Stonegate Mortgage Corporation who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. Stonegate Mortgage Corporation, as Mortgage Servicer, is representing the Mortgagee, whose address is:

Stonegate Mortgage Corporation
c/o Stonegate Mortgage Corporation
157 Main Street, Mansfield, OH, 44902



4584902

**LEGAL DESCRIPTION OF
PROPERTY TO BE SOLD:**

LOT EIGHT (8), BLOCK TWO (2), CASTLEGATE SUBDIVISION SECTION 5 PHASE 1, CITY OF COLLEGE STATION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 6192, PAGE 200 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS. (the "Property")

**REPORTED PROPERTY
ADDRESS:**

2435 Newark Circle, College Station, TX 77845

TERMS OF SALE: The Substitute Trustee will sell the Property by public auction at the place and date specified herein.

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 and the priority of the lien being foreclosed.

The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the Mortgagee and/or Mortgage Servicer thereunder to have the bid credited to the Note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

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

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

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagee and/or Mortgage Servicer, or its attorney(s).

The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein 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.

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.

WITNESS MY HAND on the 19 day of July, 2016.

Respectfully,

JACK O'BOYLE & ASSOCIATES



Jack O'Boyle | SBN: 15165300
jack@jackboyle.com

Travis H. Gray | SBN: 24044965
travis@jackboyle.com

Chris S. Ferguson | SBN: 24069714
chris@jackboyle.com

P.O. Box 815369

Dallas, Texas 75381

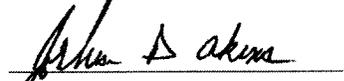
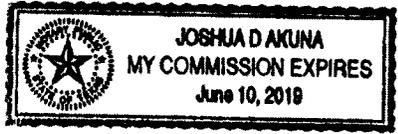
P: 972.247.0653 | F: 972.247.0642

ATTORNEYS FOR MORTGAGEE AND/OR ITS MORTGAGE
SERVICER

STATE OF Texas

COUNTY OF Dallas

BEFORE ME, the undersigned authority, on the 19 day of July, 2016 personally appeared Travis H. Gray, personally known to me (or proved to be on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed same in his/her authorized capacity.


Name: JOSHUA D. AKUNA

Notary Public in and for The State of TEXAS

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, Freedom EKB LLC, a Texas limited liability company, Freedom TRBB LLC, a Texas limited liability company, and Freedom JBJ LLC, a Texas limited liability company (collectively, "Borrower"), executed a Deed of Trust, Security Agreement and Fixture Filing dated November 1, 2006 (the "Deed of Trust") conveying to Cully Lipsey, Trustee, all of real property in Brazos County, Texas described in Exhibit A to secure the payment of, among other things, that one certain promissory note dated November 1, 2006 (the "Note") executed by Borrower in the principal amount of one million six hundred forty thousand dollars (\$1,640,000.00) payable to the LaSalle Bank National Association; and

WHEREAS, the Deed of Trust was filed on November 3, 2006 in the office of the Brazos County Clerk as Document Number 945407 and in Volume 7673, page 1 of the Official Records of Brazos County, Texas; and

WHEREAS, the Note and Deed of Trust were assigned to E Capital Loan SPV XI, LLC, a Texas limited liability company ("Beneficiary"); and

WHEREAS, the undersigned has been appointed Substitute Trustee (herein so called) in place of the original Trustee pursuant to the terms of the Deed of Trust; and

WHEREAS, an event of default has occurred under the terms of the Note and the Deed of Trust, and pursuant to its rights under the Note and the Deed of Trust, the Beneficiary accelerated the maturity of the Note, causing the entire unpaid principal balance of and all accrued interest thereon to become immediately due and payable, and written notice of that acceleration has been given to Borrower and each other debtor obligated to pay the Note according to the records of Beneficiary and as required by law; and

WHEREAS, because Borrower has failed to pay the unpaid principal, accrued interest and other costs and expenses due with respect to the indebtedness secured by the lien of the Deed of Trust (the "Indebtedness"), Beneficiary has requested that the undersigned Substitute Trustee sell the property covered by the Deed of Trust in the manner provided for therein (the "Sale"), and apply the proceeds of the Sale to satisfy the Indebtedness.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that the property described in the Deed of Trust, and more fully-described below, will be sold at foreclosure pursuant to Section 51.002 of the Texas Property Code, as follows:

1. The Sale will be on Tuesday, September 6, 2016.
2. The Sale will take place between the hours of 11:00 a.m. and 2:00 p.m. and will begin not earlier than 11:00 a.m.

3. The Sale will take place on the first floor of the Brazos County Administration Building (200 South Texas Avenue, Bryan, Texas) in the City of Bryan, Brazos County, Texas, or in the area designated by the Commissioner's Court pursuant to Section 51.002 of the Texas Property Code.
4. The property will be sold to the highest bidder for cash, except that Beneficiary's bid may be by credit against the Indebtedness.

The property covered by the Deed of Trust, and to be sold at the Sale, includes, but is not limited to, all of the real property located in Brazos County, Texas described on Exhibit A (the "Land"), together with the following (which is hereinafter sometimes collectively referred to as the "Property"):

(a) All improvements of every nature whatsoever now or hereafter situated on the Land and owned by Borrower (the "Improvements"), and all machinery, furnishings, equipment, fixtures, mechanical systems and other personal property now or hereafter owned by Borrower and used in connection with the operation of the Improvements;

(b) All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights, and development rights, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever, in any way belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Borrower of, in and to the Land and the Improvements and every part and parcel thereof, with the appurtenances thereto;

(c) All agreements affecting the use, enjoyment or occupancy of the Land and/or Improvements now or hereafter entered into (the "Leases"), including any and all guaranties of those Leases, and the immediate and continuing right to collect all rents, income, receipts, royalties, profits, issues, service reimbursements, fees, accounts receivables, revenues and prepayments of any of the same from or related to the Land and/or Improvements from time-to-time accruing under the Leases and/or the operation of the Land and/or Improvements (the "Rents");

(d) All personal property;

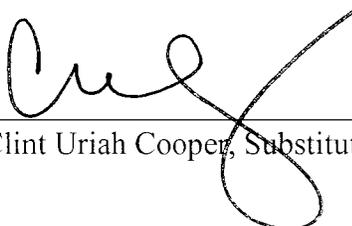
(e) All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Land and the Improvements, whether from the exercise of the right of eminent domain or condemnation (including but not limited to any transfer made in lieu of or in anticipation of the exercise of those rights), or for a change of grade, or for any other injury to or decrease in the value of the Land and Improvements;

(f) All proceeds of any unearned premiums on any insurance policies covering the Property, including, without limitation, the right to receive and apply the proceeds of any insurance, judgments, or settlements made in lieu thereof, for damage to the Property;

(g) All proceeds of the conversion, voluntary or involuntary, of any of the foregoing including, without limitation, proceeds of insurance and condemnation awards, into cash or liquidation claims; and

(h) Any and all proceeds and products of any of the foregoing.

Witness my hand this 12 day of August, 2016.



Clint Uriah Cooper, Substitute Trustee

THE STATE OF TEXAS §
 §
COUNTY OF BRAZOS §

This instrument was acknowledged before me on the 12 day of August, 2016 by Clint Uriah Cooper in the capacity therein stated.



Notary Public, State of Texas

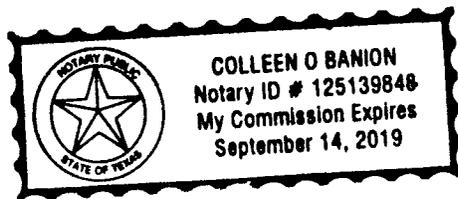


EXHIBIT A

Legal Description of the Property

Tract One: Fee Simple

Lot Two (2), Casa Ole Subdivision, City of Bryan, recorded in Volume 2925, page 165 of the Official Records of Brazos County, Texas; also being described as:

Metes and bounds description of all that certain tract or parcel of land lying and being situated in Bryan, Brazos County, Texas. Said tract being all of Lot 2, Casa Ole Subdivision, according to the plat recorded in Volume 2925, Page 165 of the Official Public Records of Brazos County, Texas.

Said tract being more particularly described my metes and bounds as follows:

Beginning at a ½ inch rod found on the northeast line of Freedom Boulevard (100' R.O.W.) marking the south corner of said Lot 2 and a westerly corner of the remainder of Lot 1, Block 1, First City National Bank Subdivision, according to the plat recorded in Volume 612, page 593 of the Official Records of Brazos County, Texas;

THENCE: N 44° 18'38" W along the northeast line of Freedom Drive for a distance of 165.23 feet to an "X" set in concrete marking the west corner of said Lot 2 and the south corner of Lot 1, Casa Ole Subdivision (Plat 2925/165);

THENCE: N 45°41'22" E along the common line of said Lot 2 and Lot 1, Casa Ole Subdivision, for a distance of 299.32 feet to a 5/8 inch iron rod set on the southwest line of said remainder of Lot 1, First City National Bank Subdivision, marking the north corner of said Lot 2;

THENCE: along the common line of said Lot 2 and said remainder of Lot 1, First City National Bank Subdivision, for the following calls:

S 29°26'33" E for a distance of 21.42 feet to a ½ inch iron rod found;

S 39°15'48" E for a distance of 135.00 feet to a ½ inch iron rod found;

S 03°24'05" W for a distance of 14.78 feet to a ½ inch iron rod found;

S 45°40'01" W for a distance of 271.20 feet to the POINT OF BEGINNING containing 1.093 acres of land, more or less.

Tract Two: Easement

Joint Access Easement as created in document dated February 1, 1994, recorded in Volume 2033, Page 65 Official Records, Brazos County, Texas, and amended on November 29, 1996, recorded in Volume 2734, Page 273, Official Records, Brazos County, Texas.

Tract Three: Easement

Thirty Foot Access Easement as shown on the plat of Casa Ole Subdivision, City of Bryan, recorded in Volume 2925, Page 165, Official Records of Brazos County, Texas.

SUBSTITUTE TRUSTEE'S NOTICE OF SALE Aug 15, 2016 at 09:00

As a
Notice
Receipt Number: 052016
Book: 41190

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.

Note: Retail Installment Contract
Date: February 19, 2002
Original Creditor: Neatherlin Homes, Inc.
Debtor: Morris Harrison and Zavondria Harrison (n/k/a Shorter)
Current Holder: U. S. Bank, N.A., as trustee for Mid-State Trust XI by
Ditech Financial LLC, as servicer with delegated
authority

Mechanic's Lien Contract with Power of Sale:

Date: February 19, 2002
Grantor: Morris Harrison and Zavondria Harrison (n/k/a Shorter)
Trustee: Ron Achille
Recording Information: Volume 4515 at pages 56 et seq. recorded in the
Official Records of Brazos County, Texas
Property: All that property (and improvements thereon) covered by and
described in the above Mechanic's Lien Contract with Power of
Sale (attached hereto for convenience is an **Exhibit "A"** intended
to be a copy of the property description contained in or attached to
the aforesaid Mechanic's Lien Contract with Power of Sale).
Current Holder: U. S. Bank, N.A., as trustee for Mid-State Trust XI by
Ditech Financial LLC, as servicer with delegated authority

County: Brazos, Texas

Date of Sale (first Tuesday of month): September 6, 2016

Time of Sale: 1:00 o'clock P.M. or no later than three (3) hours thereafter

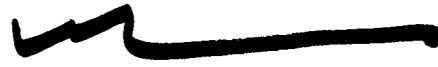
Place of Sale: The sale will be held at the county administration building in Brazos
County, Texas (located at 200 South Texas Avenue, Bryan, Texas), the county in which
the above described Property is located, and at that area of said county administration
building which has been so designated by the Commissioners' Court as follows: Atrium
of Administration Building.

Substitute Trustee: Current Holder has appointed Kenneth M. Culbreth, Jr. and others
(identified in **Exhibit "B"** attached hereto) as Substitute Trustee, each to act individually
(the "Substitute Trustee") under the Mechanic's Lien Contract with Power of Sale and has
instructed Substitute Trustee to offer the above-described Property for sale toward
satisfaction of the Retail Installment Contract, as a result of the default thereunder.

NOTICE IS HEREBY GIVEN that Substitute Trustee will offer the above described Property (and improvements thereon) to the highest bidder for cash on the Date of Sale, at the Time of Sale and at the Place of Sale as stated above.

Please be advised that Ditech Financial LLC is representing Mid-State Trust XI under a Servicing Agreement with Mid-State Trust XI. The address of Ditech Financial LLC is 7360 S. Kyrene Road, Mailstop T325, Tempe, Arizona 85283.

Dated: August 10, 2016



Kenneth M. Culbreth, Jr., Substitute Trustee
500 N. SHORELINE, SUITE 900
CORPUS CHRISTI, TX 78401-0341
(361) 884-5678 (361) 888-9149 telefax

Exhibit "A"

Lot Twenty (20), Block (5), George McCulloch Addition in the City of College Station, Brazos County, Texas, according to plat in common use, and being the same lot conveyed to the Grantor herein by deed dated February 29, 1996, recorded in Vol. 2562, page 165 Official Records of Brazos County, Texas, and being the premises at 1108 Detroit Street, College Station, Texas 77840.

Exhibit "B"

Kenneth M. Culbreth, Jr.
500 North Shoreline, Suite 900
Corpus Christi, Nueces County, Texas 78401

Marlene Zografos
9065 Jollyville, Suite 203A
Austin, Travis County, Texas 78759

Jim Mills
9065 Jollyville, Suite 203A
Austin, Travis County, Texas 78759

Kyle Walker
9065 Jollyville, Suite 203A
Austin, Travis County, Texas 78759

Susan Mills
9065 Jollyville, Suite 203A
Austin, Travis County, Texas 78759

Niels Beery
9065 Jollyville, Suite 203A
Austin, Travis County, Texas 78759

Emily Northern
9065 Jollyville, Suite 203A
Austin, Travis County, Texas 78759

Alexandra Zografos Holub
9065 Jollyville, Suite 203A
Austin, Travis County, Texas 78759

Note: Individually and separate, each Substitute Trustee listed above is authorized to act alone without the joinder of the other Substitute Trustees.

Brazos

Filed for Record in:
Brazos County

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

On: Jun 30, 2016 at 01:23P

DEED OF TRUST INFORMATION:

Date: 04/12/2007
Grantor(s): JANA FONVILLE AKA JANA R. FONVILLE AND DEAN FONVILLE, AKA
DEAN S FONVILLE WIFE AND HUSBAND
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE
FOR TEXAS LIBERTY MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS
Original Principal: \$155,800.00
Recording Information: Book 7919 Page 202 Instrument 00959958
Property County: Brazos
Property: LOT EIGHTY-FIVE (85), BLOCK ONE (1), OAK MEADOW SUBDIVISION PHASE 1,
CITY OF BRYAN, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 4201,
PAGE 166 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.
Reported Address: 2801 MUIRWOOD COURT, BRYAN, TX 77807

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

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

SALE INFORMATION:

Date of Sale: Tuesday, the 6th day of September, 2016
Time of Sale: 11:00AM or within three hours thereafter.
Place of Sale: THE ATRIUM ON THE 1ST FLOOR OF THE COUNTY ADMINISTRATION BUILDING,
200 SOUTH TEXAS AVENUE, BRYAN, TEXAS in Brazos County, Texas, or, if the
preceding area is no longer the designated area, at the area most recently designated by the
Brazos County Commissioner's Court.
Substitute Trustee(s): Pete Florez, Sharon St. Pierre, Sheryl LaMont, Harriett Fletcher, David Sims, Robert LaMont,
Evan Press, Kristopher Holub, Patrick Zwiers, Evan Press, Jack Burns II, Aarti Patel, Wayne
Wheat, Wes Wheat, Leb Kemp, Traci Yeaman, Vince Ross, Cristina Camarata, Sammy
Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, any to act
Substitute Trustee Address: 14841 Dallas Parkway, Suite 425, Dallas, TX 75254

WHEREAS, the above-named Grantor previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared; such default was reported to not have been cured; and all sums secured by such Deed of Trust were declared to be immediately due and payable; and

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Pete Florez, Sharon St. Pierre, Sheryl LaMont, Harriett Fletcher, David Sims, Robert LaMont, Evan Press, Kristopher Holub, Patrick Zwiers, Evan Press, Jack Burns II, Aarti Patel, Wayne Wheat, Wes Wheat, Leb Kemp, Traci Yeaman, Vince Ross, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, any to act, have been appointed as Substitute Trustees and requested to sell the Property to satisfy the indebtedness; and

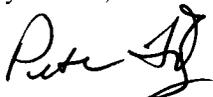
WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note has been accelerated and all sums secured by the Deed of Trust have been declared to be immediately due and payable.
2. Pete Florez, Sharon St. Pierre, Sheryl LaMont, Harriett Fletcher, David Sims, Robert LaMont, Evan Press, Kristopher Holub, Patrick Zwiers, Evan Press, Jack Burns II, Aarti Patel, Wayne Wheat, Wes Wheat, Leb Kemp, Traci Yeaman, Vince Ross, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. This sale shall be subject to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien of the Deed of Trust.
4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's own risk" and "at his peril", and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interests of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.

Very truly yours,

Buckley Madole, P.C.



JANA FONVILLE AKA JANA R. FONVILLE AND DEAN FONVILLE, AKA

NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

On Aug 15, 2016 at 12:53P

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.

Receipt Number - 582091
By,
Debbie Baker

1. **Date, Time, and Place of Sale.**

Date: September 06, 2016

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

Place: THE ATRIUM ON THE FIRST FLOOR OF THE COUNTY ADMINISTRATION BUILDING (200 SOUTH TEXAS AVENUE, BRYAN, TEXAS) OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

STATE OF TEXAS COUNTY OF BRAZOS
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
records of:
BRAZOS COUNTY
as stamped hereon by me.

2. **Terms of Sale.** Cash.

Aug 15, 2016

3. **Instrument to be Foreclosed.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated December 19, 2003 and recorded in Document VOLUME 5792, PAGE 257 real property records of BRAZOS County, Texas, with CAROL L MCFADDIN AND RODNEY C MCFADDIN, grantor(s) and WORLD SAVINGS BANK, FSB, mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by CAROL L MCFADDIN AND RODNEY C MCFADDIN, securing the payment of the indebtednesses in the original principal amount of \$104,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. WELLS FARGO BANK, N.A. is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. **Property to Be Sold.** The property to be sold is described in the attached Exhibit A.

6. **Mortgage Servicer Information.** The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. WELLS FARGO BANK, N.A., as Mortgage Servicer, is representing the current mortgagee, whose address is:

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

BOB SCHUBERT, LEIGHTON SCHUBERT OR RICKIE SALCIDO
Substitute Trustee

c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001

Certificate of Posting

My name is Bob Schubert, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001. I declare under penalty of perjury that on 8/15/16 I filed at the office of the BRAZOS County Clerk and caused to be posted at the BRAZOS County courthouse this notice of sale.

Declarant Name: Bob Schubert
Date: 8/15/16



NOS0000005165824

EXHIBIT "A"

LOT FIVE (5), BLOCK ONE (1), CULPEPPER MANOR, THIRD INSTALLMENT, CITY OF BRYAN, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 205, PAGE 441 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.



NOS00000005165824

FILED FOR RECORDING IN
Brazos County, Texas
On 07/25/2016 at 10:00 AM
By [Signature]

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date: 07/25/2005
Grantor(s): RUDY BENAVIDES AND EVELYN J. BENAVIDES, AS HUSBAND AND WIFE
Original Mortgagee: WELLS FARGO BANK, N.A.
Original Principal: \$43,920.00
Recording Information: Book 6892 Page 193 Instrument 00902345
Property County: Brazos
Property: LOT NINE (9), A.R. NICHOLS SUBDIVISION, CITY OF BRYAN, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 151, PAGE 331 OF THE DEED RECORDS OF BRAZOS COUNTY, TEXAS.
Reported Address: 307 TATUM STREET, BRYAN, TX 77803

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-GEL4
Mortgage Servicer: Wells Fargo Bank, N. A.
Current Beneficiary: U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation, Mortgage Pass-Through Certificates, Series 2006-GEL4
Mortgage Servicer Address: 3476 Stateview Boulevard, Fort Mill, SC 29715

SALE INFORMATION:

Date of Sale: Tuesday, the 6th day of September, 2016
Time of Sale: 11:00AM or within three hours thereafter.
Place of Sale: THE ATRIUM ON THE 1ST FLOOR OF THE COUNTY ADMINISTRATION BUILDING, 200 SOUTH TEXAS AVENUE, BRYAN, TEXAS in Brazos County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Brazos County Commissioner's Court.
Substitute Trustee(s): Pete Florez, Zachary Florez, Orlando Rosas, Bobby Brown, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, any to act
Substitute Trustee Address: 14841 Dallas Parkway, Suite 425, Dallas, TX 75254

WHEREAS, the above-named Grantor previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

WHEREAS, a default under the Note and Deed of Trust was declared; such default was reported to not have been cured; and all sums secured by such Deed of Trust were declared to be immediately due and payable; and

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Pete Florez, Zachary Florez, Orlando Rosas, Bobby Brown, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, any to act, have been appointed as Substitute Trustees and requested to sell the Property to satisfy the indebtedness; and

WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

NOW, THEREFORE, NOTICE IS HEREBY GIVEN of the foregoing matters and that:

1. The maturity of the Note has been accelerated and all sums secured by the Deed of Trust have been declared to be immediately due and payable.
2. Pete Florez, Zachary Florez, Orlando Rosas, Bobby Brown, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, any to act, as Substitute Trustee will sell the Property to the highest bidder for cash on the date, at the place, and no earlier than the time set forth above in the Sale Information section of this notice. The sale will begin within three hours after that time.
3. This sale shall be subject to any legal impediments to the sale of the Property and to any exceptions referenced in the Deed of Trust or appearing of record to the extent the same are still in effect and shall not cover any property that has been released from the lien of the Deed of Trust.
4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose shall be conveyed at the sale, save and except the Grantor's warranties specifically authorized by the Grantor in the Deed of Trust. The property shall be offered "AS-IS", purchasers will buy the property "at the purchaser's own risk" and "at his peril", and no representation is made concerning the quality or nature of title to be acquired. Purchasers will receive whatever interest Grantor and Grantor's assigns have in the property, subject to any liens or interests of any kind that may survive the sale. Interested persons are encouraged to consult counsel of their choice prior to participating in the sale of the property.

Very truly yours,

Buckley Madole, P.C.



NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

On: Aug 15, 2016 at 12:52P

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.

Receipt number - 582091
By:
Debbie Baker

1. **Date, Time, and Place of Sale.**

Date: September 06, 2016

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

Place: THE ATRIUM ON THE FIRST FLOOR OF THE COUNTY ADMINISTRATION BUILDING (200 SOUTH TEXAS AVENUE, BRYAN, TEXAS) 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 12, 2001 and recorded in Document VOLUME 04113, PAGE 00285 real property records of BRAZOS County, Texas, with ABDUL RAHMAN ESSA AND AMINA R ESSA, grantor(s) and WORLD SAVINGS BANK, FSB., mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by ABDUL RAHMAN ESSA AND AMINA R ESSA, securing the payment of the indebtednesses in the original principal amount of \$204,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. WELLS FARGO BANK, N.A. is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. **Property to Be Sold.** The property to be sold is described in the attached Exhibit A.

6. **Mortgage Servicer Information.** The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. WELLS FARGO BANK, N.A., as Mortgage Servicer, is representing the current mortgagee, whose address is:

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

BOB SCHUBERT, LEIGHTON SCHUBERT OR RICKIE SALCIDO
Substitute Trustee

c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001

Certificate of Posting

My name is Bob Schubert and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas 75001. I declare under penalty of perjury that on 8/15/16 I filed at the office of the BRAZOS County Clerk and caused to be posted at the BRAZOS County courthouse this notice of sale.

Declarants Name: Bob Schubert
Date: 8/15/16



EXHIBIT "A"

LOT SEVEN (7), BLOCK FOURTEEN (14), EMERALD FOREST, PHASE 9, CITY OF COLLEGE STATION, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 2075, PAGE 91 OF THE OFFICIAL RECORDS OF BRAZOS COUNTY, TEXAS.



NOS20120015002380