

7450

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

**DEED OF TRUST INFORMATION:**

Date: 12/29/1997  
Grantor(s): RAYDON W. FOSTER AND SPOUSE, RUTH L. FOSTER  
Original Mortgagee: BANK UNITED  
Original Principal: \$35,800.00  
Recording Information: Book 104 Page 36 Instrument 000365  
Property County: Coke  
Property: WEST EIGHTY FEET (W. 80') OF LOT SIX (6), BLOCK NO. FORTY-TWO (42), AUSTIN AND NORTHERN LAND AND CATTLE COMPANY ADDITION TO TOWN OF ROBERT LEE, COKE COUNTY, TEXAS, AS PER PLAT RECORDED IN DRAWER 2, FILE NO. 28, PLAT RECORDS OF COKE COUNTY, TEXAS  
Reported Address: 1724 WASHINGTON STREET, ROBERT LEE, TX 76945

FILED FOR RECORD

SEP 12 2017

COKE COUNTY & DIST. CLERK

MARY GRIM

**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 7th day of November, 2017  
Time of Sale: 10:00AM or within three hours thereafter.  
Place of Sale: AT THE PORCH AND STEPS IN FRONT OF THE NORTH DOOR OF THE COURTHOUSE, FRONTING 7TH STREET in Coke County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Coke County Commissioner's Court.  
Substitute Trustee(s): Jonathan Schendel, Ramiro Cuevas, Frederick Britton, Doug Woodard, Kristie Alvarez, Terry Browder, Marsha Monroe, Laura Browder, Braden Barnes, Michael Burns, Thuy Frazier, Alexander Wolfe, Suzanne Suarez or Adam Womack, any to act  
Substitute Trustee Address: 14841 Dallas Parkway, Suite 425, Dallas, TX 75254

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

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

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Jonathan Schendel, Ramiro Cuevas, Frederick Britton, Doug Woodard, Kristie Alvarez, Terry Browder, Marsha Monroe, Laura Browder, Braden Barnes, Michael Burns, Thuy Frazier, Alexander Wolfe, Suzanne Suarez or Adam Womack, any to act, have been appointed as Substitute Trustees and requested to sell the Property to satisfy the indebtedness; and

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

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

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

Very truly yours,

Buckley Madole, P.C.

