

FILED FOR RECORD

[RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:]

2018 APR -5 PM 2: 46

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

AMY L. VARNELL
CASS COUNTY CLERK

TS#: 17-18758

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on 5/27/2016, JOHN HARRIS AND MICHAELE HARRIS, HUSBAND AND WIFE, as Grantor/Borrower, executed and delivered that certain Deed of Trust, in favor of ALLAN B POLUNSKY, as Trustee, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. FOR CARRINGTON MORTGAGE SERVICES, LLC, as Beneficiary which deed of trust secures the payment of that certain promissory note of even date therewith in the original amount of \$128,900.00, payable to the order of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. FOR CARRINGTON MORTGAGE SERVICES, LLC, which Deed of Trust is Recorded on 7/20/2016 as Volume 2016002787, Book , Page , in Cass County, Texas, Deed of Trust covers all of the real property, personal property, and fixtures described therein, including , but not limited to, all the following described property, rights and interests (the "Property"), to-wit;

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

Commonly known as: **601 N LOUISE, ATLANTA, TX 75551**

WHEREAS, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed **Robert LaMont, David Sims, Harriett Fletcher, Sheryl LaMont, Allan Johnston, Sharon St. Pierre, Ronnie Hubbard**, or either of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust: and

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



4653218

NOW, THEREFORE, NOTICE IS HEREBY GIVEN, that on **TUESDAY, 6/5/2018 at 10:00 AM**, or no later than three (3) hours after such time, being the first Tuesday of such month, of Cass County, Texas, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a deed of trust or other contract lien as follows: **THE NORTH ENTRANCE OF THE CASS COUNTY COURTHOUSE LOCATED ON HOUSTON STREET, LINDEN, TEXAS**

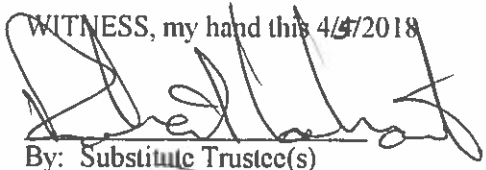
NOTICE IS FURTHER GIVEN that , except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust, conveyance of the Property shall be made without any representations or warranties whatsoever, express or implied.

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

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

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

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

WITNESS, my hand this 4/5/2018


By: Substitute Trustee(s)
Robert LaMont, David Sims, Harriett Fletcher, Sheryl LaMont, Allan Johnston, Sharon St. Pierre, Ronnie Hubbard,
C/O Carrington Foreclosure Services, LLC
P.O. Box 3309
Anahcim, California 92803

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

EXHIBIT "A"

All that certain 0.416 acre tract of land in the City of Atlanta, Jane Richey Survey, A-877 in Cass County, Texas; being all of those same tracts of land conveyed to Peter L. Matteson, et ux by Warranty Deeds recorded in File 2012002905 and File 2013002541, all in the Official Public Records of Cass County, Texas; said 0.416 acre tract of land is more particularly described by metes and bounds as follows:

BEGINNING at a 1/2" rebar with cap found at the intersection of the North line of Cameron Street and the West line of N. Louise Street for the Southeast corner of the tract conveyed by File 2012002905 and of this described tract;

THENCE: N 83° 10' 40" W (Basis of Bearings GPS Data), 128.97 feet along said North line to a 1/2" rebar set in an old tree stump for the Southeast corner of a 0.04 acre tract of land conveyed to Jay D. Ransom by Warranty Deed recorded in Volume 715, Page 578, an ell corner of this described tract;

THENCE: N 19° 15' 41" E, 32.29 feet along a line and bamboo picket fence to a 1/2" iron pipe found at bamboo picket fence corner post for the Northeast corner of said Ransom tract, an interior corner of this described tract;

THENCE: N 83° 39' 55" W, 46.50 feet along said fence to a 1/2" rebar set for the Northwest corner of said Ransom tract, the East Northeast corner of the tract conveyed by File 2013002541;

THENCE: S 12° 29' 55" W, 31.50 along a line to a 1/2" rebar set in said North line for the Southwest corner of said Ransom tract, an ell corner of this described tract;

THENCE: N 83° 27' 45" W, 40.67 feet along said North line to an "X" chiseled in concrete for the Southeast corner of Tract 2 as described in Exhibit B of a Warranty Deed conveyed to Velma L. Foster, recorded in File 2010001915, the Southwest corner of this described tract;

THENCE: N 16° 27' 19" E, 96.64 feet along a line to a 3/8" rebar found for the Northeast corner of Tract 3 as described in said Exhibit, the Southwest corner of a 0.5 acre tract of land for James H. Verschoyle, et al, the Northwest corner of the tract conveyed by File 2013002541 and of this described tract;

THENCE: S 72° 55' 37" E, 27.23 feet along a line to a 1/2" rebar with cap found for the North Northeast corner of the tract conveyed by File 2013002541, the Northwest corner of the tract conveyed by File 2012002905;

THENCE: S 84° 03' 35" W, 185.65 feet, generally along a bamboo picket fence and old netwire fence and line to a 3/8" rebar found in the West line of N. Louise Street for the Southeast corner of said Verschoyle tract, the Northeast corner of this described tract;

THENCE: S 16° 46' 13" W, 94.59 feet along said West line to the POINT OF BEGINNING, containing 0.416 acres of land, more or less.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.