

219 MONTICELLO DRIVE  
ODESSA, TX 79763

00000010258150

**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 03, 2024

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

Place: WEST ENTRANCE OF THE ECTOR 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 September 29, 2008 and recorded in Document INSTRUMENT NO. 2008-00016253; AS AFFECTED BY LOAN MODIFICATION AGREEMENT INSTRUMENT NO. 2021-10194 real property records of ECTOR County, Texas, with EDMUNDO SANCHEZ A SINGLE MAN, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE, mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by EDMUNDO SANCHEZ A SINGLE MAN, securing the payment of the indebtednesses in the original principal amount of \$78,471.00, 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 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. MIDLAND MORTGAGE, A DIVISION OF MIDFIRST BANK, as Mortgage Servicer, is representing the current mortgagee, whose address is:

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



219 MONTICELLO DRIVE  
ODESSA, TX 79763

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

The undersigned as attorney for the mortgagee or mortgage servicer does hereby remove the original trustee and all successor substitute trustees and appoints in their stead RAMIRO CUEVAS, JONATHAN SCHENDEL, ANGIE USELTON, CHARLES GREEN, LISA BRUNO, PATRICK ZWIERS, KRISTOPHER HOLUB, DANA KAMIN, JOSHUA SANDERS, MATTHEW HANSEN, ALEENA LITTON, AUCTION.COM, BOBBY FLETCHER, DAVID RAY, DANA DENNEN, SHELLEY NAIL, DONNA TROUT, CASSIE MARTIN, ZANE NAIL, JOHN MCCARTHY, OR DAVID CARRILLO whose address is c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320 as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original trustee under the said Deed of Trust; and, further does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein.



Israel Saucedo



Certificate of Posting

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

\_\_\_\_\_  
Declarants Name: \_\_\_\_\_

Date: \_\_\_\_\_

219 MONTICELLO DRIVE  
ODESSA, TX 79763

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ECTOR



LOT 10, BLOCK 12, RIDGECREST WEST, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECGRD IN VOLUME 2, PAGE 50, PLAT RECORDS, ECTOR COUNTY, TEXAS.

FILED THIS 10<sup>th</sup> DAY OF  
September, 20 24  
JENNIFER MARTIN, COUNTY CLERK  
ECTOR COUNTY, TEXAS  
BY Jandra Waggoner DEPUTY

7205 RAPHAEL STREET  
ODESSA, TX 79765

00000010179786

**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 03, 2024  
Time: The sale will begin at 10:00 AM or not later than three hours after that time.  
Place: WEST ENTRANCE OF THE ECTOR 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 06, 2019 and recorded in Document INSTRUMENT NO. 2019-15260; AS AFFECTED BY LOAN MODIFICATION AGREEMENTS INSTRUMENT NOS. 2021-24018 AND 2022-00020755 real property records of ECTOR County, Texas, with JEREMY SALAZAR AND AMANDA SALAZAR HUSBAND AND WIFE, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS INC., (MERS) AS NOMINEE, mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by JEREMY SALAZAR AND AMANDA SALAZAR HUSBAND AND WIFE, securing the payment of the indebtednesses in the original principal amount of \$292,830.00, 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 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. MIDLAND MORTGAGE, A DIVISION OF MIDFIRST BANK, as Mortgage Servicer, is representing the current mortgagee, whose address is:

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



4

7205 RAPHAEL STREET  
ODESSA, TX 79765

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

The undersigned as attorney for the mortgagee or mortgage servicer does hereby remove the original trustee and all successor substitute trustees and appoints in their stead RAMIRO CUEVAS, JONATHAN SCHENDEL, ANGIE USELTON, CHARLES GREEN, LISA BRUNO, PATRICK ZWIERS, KRISTOPHER HOLUB, DANA KAMIN, JOSHUA SANDERS, MATTHEW HANSEN, ALEENA LITTON, AUCTION.COM, BOBBY FLETCHER, DAVID RAY, DANA DENNEN, SHELLEY NAIL, DONNA TROUT, CASSIE MARTIN, ZANE NAIL, JOHN MCCARTHY, OR DAVID CARRILLO whose address is c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320 as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original trustee under the said Deed of Trust; and, further does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein.



Israel Saucedo

**Certificate of Posting**

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

\_\_\_\_\_

Declarants Name: \_\_\_\_\_

Date: \_\_\_\_\_

7205 RAPHAEL STREET  
ODESSA, TX 79765

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ECTOR



LOT 44, BLOCK 1, RENAISSANCE ESTATES, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS,  
ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET B, PAGE(S) 77-A, B, AND C, PLAT RECORDS OF ECTOR  
COUNTY, TEXAS.

FILED THIS 17<sup>th</sup> DAY OF  
September, 20 21  
JENNIFER MARTIN, COUNTY CLERK  
ECTOR COUNTY, TEXAS  
BY Amy Wagoner DEPUTY

9404 SAGEBRUSH AVE  
ODESSA, TX 79765

00000010214625

**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 03, 2024  
**Time:** The sale will begin at 10:00 AM or not later than three hours after that time.  
**Place:** WEST ENTRANCE OF THE ECTOR 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, 2016 and recorded in Document CLERK'S FILE NO. 2016-00017507; AS AFFECTED BY LOAN MODIFICATION AGREEMENT CLERK'S FILE NO. 2022-532 real property records of ECTOR County, Texas, with MARK GAVALDON, UNMARRIED MAN, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE, mortgagee.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by MARK GAVALDON, UNMARRIED MAN, securing the payment of the indebtednesses in the original principal amount of \$147,307.00, 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 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. U.S. BANK NATIONAL ASSOCIATION, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o U.S. BANK NATIONAL ASSOCIATION  
2800 TAMARACK ROAD  
OWENSBORO, KY 42301



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9404 SAGEBRUSH AVE  
ODESSA, TX 79765

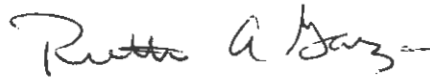
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**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE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

The undersigned as attorney for the mortgagee or mortgage servicer does hereby remove the original trustee and all successor substitute trustees and appoints in their stead RAMIRO CUEVAS, JONATHAN SCHENDEL, ANGIE USELTON, CHARLES GREEN, LISA BRUNO, PATRICK ZWIERS, KRISTOPHER HOLUB, DANA KAMIN, JOSHUA SANDERS, MATTHEW HANSEN, ALEENA LITTON, AUCTION.COM, BOBBY FLETCHER, DAVID RAY, DANA DENNEN, SHELLEY NAIL, DONNA TROUT, CASSIE MARTIN, ZANE NAIL, JOHN MCCARTHY, OR DAVID CARRILLO whose address is c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP, 4004 Belt Line Road, Suite 100, Addison, Texas 75001-4320 as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original trustee under the said Deed of Trust; and, further does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein.



Israel Saucedo



**Certificate of Posting**

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

\_\_\_\_\_

Declarants Name: \_\_\_\_\_

Date: \_\_\_\_\_





9404 SAGEBRUSH AVE  
ODESSA, TX 79765

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ECTOR



LOT THIRTY-SEVEN (37), BLOCK FORTY-SEVEN (47), NORTH PARK ADDITION, 15TH FLING, AN ADDITION TO THE CITY OF ODESSA, BEING A SUBDIVISION OF 37.60 ACRES OF LAND IN SECTION 34, BLOCK 42, T-1-S, T & PRR. CO. SURVEY, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN CABEINT B, PAGES 168 B & C, OF THE PLAT RECORDS OF ECTOR COUNTY, TEXAS

FILED THIS 24<sup>th</sup> DAY OF  
September, 2021  
JENNIFER MARTIN, COUNTY CLERK  
ECTOR COUNTY, TEXAS  
BY Amber Waggoner DEPUTY

**NOTICE OF SUBSTITUTE TRUSTEE SALE**

<b>Deed of Trust Date:</b> 4/12/2012	<b>Grantor(s)/Mortgagor(s):</b> STEVE MARTINEZ TAVAREZ AND WIFE, ARALIA TAVAREZ
<b>Original Beneficiary/Mortgagee:</b> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS A NOMINEE FOR CENDERA FUNDING, INC., A TEXAS CORPORATION, ITS SUCCESSORS AND ASSIGNS	<b>Current Beneficiary/Mortgagee:</b> Wells Fargo Bank, N.A.
<b>Recorded in:</b> <b>Volume:</b> N/A <b>Page:</b> N/A <b>Instrument No:</b> 2012-00005580	<b>Property County:</b> ECTOR
<b>Mortgage Servicer:</b> Wells Fargo Bank, N.A. is representing the Current Beneficiary/Mortgagee under a servicing agreement with the Current Beneficiary/Mortgagee.	<b>Mortgage Servicer's Address:</b> 1 Home Campus, MAC 2301-04C, West Des Moines, IA 50328
<b>Date of Sale:</b> 12/3/2024	<b>Earliest Time Sale Will Begin:</b> 10:00 AM
<b>Place of Sale of Property:</b> Ector County Courthouse, 300 N. Grant, Odessa, TX 79761 OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE.	

**Legal Description:** LOT 6, BLOCK 10, WESTSIDE ADDITION, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 6, PAGE 23, PLAT RECORDS ECTOR COUNTY, TEXAS.

In accordance with TEX. PROP. CODE §51.0076 and the Deed of Trust referenced above, the undersigned as attorney for Mortgagee or Mortgage Servicer does hereby remove the original Trustee and all successor substitute trustees and appoints in their stead, Ramiro Cuevas, Jonathan Schendel, Angie Uselton, Charles Green, Lisa Bruno, Patrick Zwiers, Conrad Wallace, Kristopher Holub, Dana Kamin, Joshua Sanders, Matthew Hansen, Aleena Litton, Auction.com, Bobby Fletcher, David Ray, Dana Dennen, Shelley Nail, Donna Trout, Zane Nail, Zia Nail, Zoey Fernandez, Zia Nail or Zoey Fernandez, Cole Patton, Myra Homayoun, Thuy Frazier, McCarthy & Holthus, LLP, as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original Trustee under there said Deed of Trust; and, further, does hereby request, authorize, and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the beneficiary therein

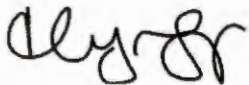
The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

The Property will be sold "AS IS," without any express or implied warranties, except as to warranties of title, and at the purchaser's own risk, pursuant to the terms of TEX. PROP. CODE §51.002 and §51.009. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

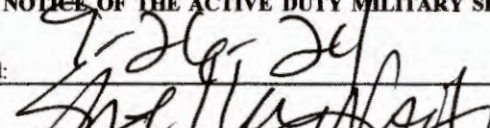
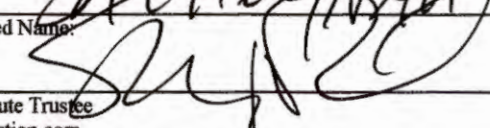
Substitute Trustee reserves the right to set further reasonable conditions for conducting the public auction. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Substitute Trustee.

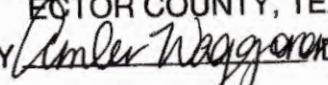
**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

**NOTICE PURSUANT TO TEX. PROP. CODE § 51.002(I): ASSERT AND PROTECT YOUR RIGHTS AS MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU OR YOUR SPOUSE ARE SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

Dated: 9/24/2024  


Thuy Frazier, Attorney  
 McCarthy & Holthus, LLP  
 1255 West 15th Street, Suite 1060  
 Plano, TX 75075  
 Attorneys for Wells Fargo Bank, N.A.

Dated:   
 Printed Name:   
 Substitute Trustee  
 c/o Auction.com  
 1255 West 15th Street, Suite 1060  
 Plano, TX 75075

FILED THIS 26 DAY OF  
September, 20 24  
 JENNIFER MARTIN, COUNTY CLERK  
 ECTOR COUNTY, TEXAS  
 BY  DEPUTY

MH File Number: TX-24-104229-POS  
 Loan Type: FHA

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## NOTICE OF FORECLOSURE SALE

- Property:** The Property to be sold is described as follows:  
  
LOT 28, BLOCK 19, OF HOMESTEAD AT PARKS BELL RANCH, 2ND FILING, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN CABINET B, PAGE 177 B&C, PLAT RECORDS OF ECTOR COUNTY, TEXAS.
- Security Instrument:** Deed of Trust dated September 10, 2020 and recorded on September 18, 2020 as Instrument Number 17632 in the real property records of ECTOR County, Texas, which contains a power of sale.
- Sale Information:** December 03, 2024, at 10:00 AM, or not later than three hours thereafter, at the front door of the Ector County Courthouse (West Entrance), or as designated by the County Commissioners Court.
- Terms of Sale:** Public auction to highest bidder for cash. In accordance with Texas Property Code section 51.009, the Property will be sold as is, without any expressed or implied warranties, except as to warranties of title, and will be acquired by the purchaser at its own risk. In accordance with Texas Property Code section 51.0075, the substitute trustee reserves the right to set additional, reasonable conditions for conducting the sale and will announce the conditions before bidding is opened for the first sale of the day held by the substitute trustee.
- Obligation Secured:** The Deed of Trust executed by AMANDA GARCIA AND ARTURO GARCIA, JR. secures the repayment of a Note dated September 10, 2020 in the amount of \$201,387.00. NATIONSTAR MORTGAGE LLC, whose address is c/o Nationstar Mortgage LLC, 8950 Cypress Waters Blvd., Coppell, TX 75019, is the current mortgagee of the Deed of Trust and Note and Nationstar Mortgage LLC is the current mortgage servicer for the mortgagee. Pursuant to a servicing agreement and Texas Property Code section 51.0025, the mortgagee authorizes the mortgage servicer to administer the foreclosure on its behalf.
- Substitute Trustee:** In accordance with Texas Property Code section 51.0076 and the Security Instrument referenced above, mortgagee and mortgage servicer's attorney appoint the substitute trustees listed below.




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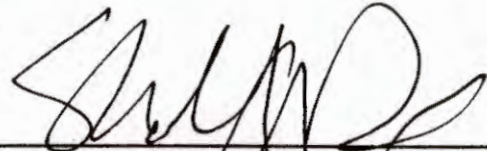
Substitute Trustee(s): Ramiro Cuevas, Jonathan Schendel, Angie Uselton, Charles Green, Lisa Bruno, Patrick Zwiers, Kristopher Holub, Dana Kamin, Joshua Sanders, Matthew Hansen, Aleena Litton, Bobby Fletcher, David Ray, Dana Dennen, Shelley Nail, Donna Trout, Cassie Martin, Zane Nail, Zoey Fernandez, Zia Nail, Jim Mills, Susan Mills, Jeff Benton, Andrew Mills-Middlebrook, Johnie Eads, Ed Henderson, Kory Young, Dustin George

**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.**

**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.**



Miller, George & Suggs, PLLC  
Tracey Midkiff, Attorney at Law  
Jonathan Andring, Attorney at Law  
Rachel Son, Attorney at Law  
6080 Tennyson Parkway, Suite 100  
Plano, TX 75024



Substitute Trustee(s): Ramiro Cuevas, Jonathan Schendel, Angie Uselton, Charles Green, Lisa Bruno, Patrick Zwiers, Kristopher Holub, Dana Kamin, Joshua Sanders, Matthew Hansen, Aleena Litton, Bobby Fletcher, David Ray, Dana Dennen, Shelley Nail, Donna Trout, Cassie Martin, Zane Nail, Zoey Fernandez, Zia Nail, Jim Mills, Susan Mills, Jeff Benton, Andrew Mills-Middlebrook, Johnie Eads, Ed Henderson, Kory Young, Dustin George  
c/o Miller, George & Suggs, PLLC  
6080 Tennyson Parkway, Suite 100  
Plano, TX 75024

Certificate of Posting

I, Shelley Nail, declare under penalty of perjury that on the 26 day of September, 2024 filed and posted this Notice of Foreclosure Sale in accordance with the requirements of TARRANT County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).

FILED THIS 26 DAY OF  
September, 20 24  
JENNIFER MARTIN, COUNTY CLERK  
TARRANT COUNTY, TEXAS  
BY Kimber Waggoner DEPUTY

**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: 12/03/2024

Time: Between 10:00 AM -1:00 PM and beginning not earlier than 10:00 AM and ending not later than three hours thereafter.

Place: The area designated by the Commissioners Court of Ector County, pursuant to §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.

**2. Terms of Sale.** Highest bidder for cash.

**3. Instrument to be Foreclosed.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated March 21, 2002 and recorded in the real property records of Ector County, TX and is recorded under Clerk's Book 1650, Page 0014, Instrument number 3969 with James H. Cooper and Michelle D. Cooper (grantor(s)) and First American Bank, SSB mortgagee to which reference is herein made for all purposes.

**4. Obligations Secured.** Deed of Trust or Contract Lien executed by James H. Cooper and Michelle D. Cooper, securing the payment of the indebtedness in the original amount of \$72,318.00, 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.** LOT 10, BLOCK 62, WESTERN MANOR, 2ND FILING, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN VOLUME 4, PAGE 32, PLAT RECORDS, ECTOR COUNTY, TEXAS.



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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 §51.002, 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 Home Mortgage, as Mortgage Servicer, is representing the current Mortgagee whose address is:

Wells Fargo Bank, N.A.  
11625 N Community House Rd  
Charlotte, NC 28277

7. **Substitute Trustee(s) Appointed to Conduct Sale.** In accordance with Texas Property Code §51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint Kirk Schwartz Esq. or Carson Emmons Esq., AWEST OR Shelley Nail, Donna Trout, Zane Nail, Zoey Fernandez, Zia Nail OR Ramiro Cuevas, Jonathan Schendel, Angie Uselton, Charles Green, Lisa Bruno, Patrick Zwiers, Conrad Wallace, Kristopher Holub, Dana Kamin, Joshua Sanders, Matthew Hansen, Aleena Litton, Bobby Fletcher, David Ray, Dana Dennen, Shelley Nail, Donna Trout, Zane Nail, Zia Nail, Zoey Fernandez whose address is 1320 Greenway Drive, Suite 300, Irving, TX 75038 OR AUCTION.COM, Substitute Trustee to act under and by virtue of said Deed of Trust.

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

September 11, 2024

Executed on \_\_\_\_\_

/s/Carson Emmons

James E. Albertelli, P.A.  
Kirk Schwartz, Esq.  
Carson Emmons, Esq.  
6565 N. MacArthur, Suite 470  
Irving, TX 75039

Executed on \_\_\_\_\_

*9-26-24*  
  
SUBSTITUTE TRUSTEE  
Agency Sales & Posting  
Shelley Nail, Donna Trout, Zane Nail, Zoey  
Fernandez, Zia Nail OR AUCTION.COM  
1320 Greenway Drive, Suite 300  
Irving, TX 75038

**CERTIFICATE OF POSTING**

My name is Shelley Nail, and my address is 1320 Greenway Drive, Suite 300, Irving, TX 75038. I declare under penalty of perjury that on 9-26-24 I filed at the office of the Ector County Clerk and caused to be posted at the Ector County courthouse this notice of sale.

Declarants Name: \_\_\_\_\_

Date: \_\_\_\_\_

FILED THIS 26 DAY OF  
September, 20 24  
JENNIFER MARTIN, COUNTY CLERK  
ECTOR COUNTY, TEXAS  
BY Amber Waggoner DEPUTY

## NOTICE OF FORECLOSURE SALE

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

1. *Property to Be Sold.* The property to be sold is described as follows: LOT 9, BLOCK 12, HOMESTEAD AT PARKS BELL RANCH, 2ND FILING, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET B, PAGES 177-B AND C, PLAT RECORDS. ECTOR COUNTY, TEXAS.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust dated 06/05/2020 and recorded in Document 2020-10029 real property records of Ector County, Texas.

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

Date: 12/03/2024

Time: 10:00 AM


Place: Ector County, Texas at the following location: THE FRONT DOOR OF THE ECTOR COUNTY COURTHOUSE (WEST ENTRANCE) OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or as designated by the County Commissioners Court.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash. Pursuant to the deed of trust, the mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to section 51.009 of the Texas Property Code, the property will be sold in AS IS, WHERE IS condition, without any express or implied warranties, except as to the warranties of title, if any, provided for under the deed of trust.

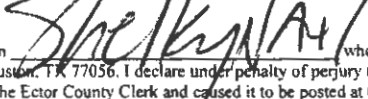
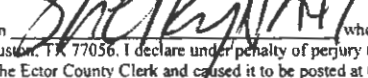
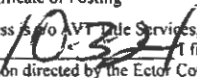
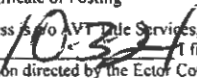
5. *Obligations Secured.* The Deed of Trust executed by JUSTIN J MENDOZA AND ANA MENDOZA, provides that it secures the payment of the indebtedness in the original principal amount of \$328,932.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. Everett Financial, Inc DBA Supreme Lending LLC is the current mortgagee of the note and deed of trust and SUPREME LENDING is mortgage servicer. A servicing agreement between the mortgagee, whose address is Everett Financial, Inc DBA Supreme Lending LLC c/o SUPREME LENDING, 14801 Quorum Drive, Suite 300, Dallas, TX 75254 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

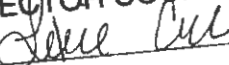
6. *Substitute Trustee(s) Appointed to Conduct Sale.* In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

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

  
Mackie Wolf Zientz & Mann, P.C.  
Brandon Wolf, Attorney at Law  
✓ L. Keller Mackie, Attorney at Law  
Michael Zientz, Attorney at Law  
Lori Liane Long, Attorney at Law  
Chelsea Schneider, Attorney at Law  
Ester Gonzales, Attorney at Law  
Karia Bali, Attorney at Law  
Parkway Office Center, Suite 900  
14160 Dallas Parkway  
Dallas, TX 75254

For additional information visit: [www.mwzmlaw.com/tx-investors](http://www.mwzmlaw.com/tx-investors)

  
Certificate of Posting  
I am  whose address is  AVT Title Services, LLC, 5177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on  I filed this Notice of Foreclosure Sale at the office of the Ector County Clerk and caused it to be posted at the location directed by the Ector County Commissioners Court.

FILED THIS 3rd DAY OF  
October, 2024  
JENNIFER MARTIN, COUNTY CLERK  
ECTOR COUNTY, TEXAS  
BY  DEPUTY

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**NOTICE OF FORECLOSURE SALE AND  
APPOINTMENT OF SUBSTITUTE TRUSTEE**

- Property: The Property to be sold is described as follows:
- LOT TEN (10), BLOCK TEN (10), MARDI GRAS ESTATES, 5TH FILING, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN CABINET C, PAGE 126B, OF THE PLAT RECORDS OF ECTOR COUNTY, TEXAS.
- Security Instrument: Deed of Trust dated March 14, 2023 and recorded on March 14, 2023 at Instrument Number 2023-00004328 in the real property records of ECTOR County, Texas, which contains a power of sale.
- Sale Information: December 3, 2024, at 10:00 AM, or not later than three hours thereafter, at the front door of the Ector County Courthouse (West Entrance), or as designated by the County Commissioners Court.
- Terms of Sale: Public auction to highest bidder for cash. In accordance with Texas Property Code section 51.009, the Property will be sold as is, without any expressed or implied warranties, except as to warranties of title, and will be acquired by the purchaser at its own risk. In accordance with Texas Property Code section 51.0075, the substitute trustee reserves the right to set additional, reasonable conditions for conducting the sale and will announce the conditions before bidding is opened for the first sale of the day held by the substitute trustee.
- Obligation Secured: The Deed of Trust executed by MIGUEL SAENZ secures the repayment of a Note dated March 14, 2023 in the amount of \$246,428.00. PENNYMAC LOAN SERVICES, LLC, whose address is c/o PennyMac Loan Services, LLC, P.O. Box 30597, Los Angeles, CA 90030, is the current mortgagee of the Deed of Trust and Note and PennyMac Loan Services, LLC is the current mortgage servicer for the mortgagee. Pursuant to a servicing agreement and Texas Property Code section 51.0025, the mortgagee authorizes the mortgage servicer to administer the foreclosure on its behalf.
- Substitute Trustee: In accordance with Texas Property Code section 51.0076 and the Security Instrument referenced above, mortgagee and mortgage servicer's attorney appoint the substitute trustees listed below.

**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.**

**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.**





Nicki Company

De Cubas & Lewis, P.C.  
Nicki Company, Attorney at Law  
PO Box 5026  
Fort Lauderdale, FL 33310

Substitute Trustee(s): Bobby Fletcher, Jonathan Schendel, Angie Usefson, Charles Green, Lisa Bruno, Shawn Schiller, David Ray, Patrick Zwiers, Kristopher Holub, Dana Kamin, Garrett Sanders, Joshua Sanders, Clay Golden, Logan Thomas, Shelley Nail, Kristina McCrary, Zane Nail, Donna Trout, Cassie Martin, Ramiro Cuevas, Conrad Wallace, Matthew Hansen, Aleena Litton, Zia Nail, Zoey Fernandez and Auction.com employees included but not limited to those listed herein.

c/o De Cubas & Lewis, P.C.  
PO Box 5026  
Fort Lauderdale, FL 33310

Certificate of Posting

I, Shelley Nail, declare under penalty of perjury that on the 15 day of Oct, 2024 I filed and posted this Notice of Foreclosure Sale in accordance with the requirements of ECTOR County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).

FILED THIS 15 DAY OF  
OCT, 2024

JENNIFER MARTIN, COUNTY CLERK

ECTOR COUNTY, TEXAS

BY Adama Davis DEPUTY

## NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately. Sender is: Codilis & Moody, P.C., 20405 State Highway 249, Suite 170, Houston, TX 77070**

### INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION

Deed of Trust dated January 17, 2017 and recorded under Clerk's File No. 2017-00001089, in the real property records of ECTOR County Texas, with Jacob Graham and wife, Christy Graham, with her joining herein to perfect the security interest but not to otherwise be liable as Grantor(s) and Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Community National Bank, its successors and assigns as Original Mortgagee.

Deed of Trust executed by Jacob Graham and wife, Christy Graham, with her joining herein to perfect the security interest but not to otherwise be liable securing payment of the indebtedness in the original principal amount of \$417,000.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by Jacob Graham. TH MSR Holdings LLC is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

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. RoundPoint Mortgage Servicing LLC is acting as the Mortgage Servicer for the Mortgagee. RoundPoint Mortgage Servicing LLC, is representing the Mortgagee, whose address is: 446 Wrenplace Road, Fort Mill, SC 29715.

#### Legal Description:

**LOT 2, BLOCK 2, RATLIFF RANCH CO 35, 1ST FILING, A SUBDIVISION OF ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN CABINET A, PAGE 97-B, PLAT RECORDS, ECTOR COUNTY, TEXAS.**

### SALE INFORMATION

**Date of Sale: 12/03/2024**

**Earliest Time Sale Will Begin: 10:00 AM**

**Location of Sale:** The place of the sale shall be: ECTOR County Courthouse, Texas at the following location: At the front door of the Ector County Courthouse (West Entrance), or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court

### TERMS OF SALE

A 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.

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. Pursuant to the Deed of Trust, the mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "AS IS," "WHERE IS" condition, without any express or implied warranties, except as to the warranties of title, if any, provided for under the Deed of Trust.



5 15

The sale will begin at the earliest time stated above, or within three (3) hours after that time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

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

**WHEREAS**, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, **I HEREBY APPOINT AND DESIGNATE Shelley Nail, Donna Trout, Zane Nail, Zoey Fernandez, Zia Nail, Ramiro Cuevas, Jonathan Schendel, Angie Uselton, Charles Green, Lisa Bruno, Patrick Zwiers, Conrad Wallace, Kristopher Holub, Dana Kamin, Joshua Sanders, Matthew Hansen, Aleena Litton, Bobby Fletcher, David Ray, Dana Dennen, Shelley Nail, Donna Trout, Zane Nail, Zia Nail, Zoey Fernandez, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or Auction.com, as Substitute Trustee.**

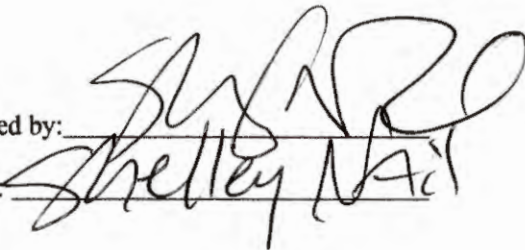
The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is:  
Codilis & Moody, P.C.  
20405 State Highway 249, Suite 170  
Houston, TX 77070  
(281) 925-5200

Executed on October 22, 2024.

/s/ Sarah A. Trad SBOT No. 24140355, Attorney at Law  
Codilis & Moody, P.C.  
20405 State Highway 249, Suite 170  
Houston, TX 77070  
(281) 925-5200

Posted and filed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_



C&M No. 44-24-02795

FILED THIS 24<sup>th</sup> DAY OF  
October, 20 24  
JENNIFER MARTIN, COUNTY CLERK  
ECTOR COUNTY, TEXAS  
BY Jarina Zouala DEPUTY

**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

**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.**

Matter No.: 127305-TX

Date: September 19, 2024

County where Real Property is Located: Ector

ORIGINAL MORTGAGOR: KERRY DENNIS AND JENNIFER DENNIS, HUSBAND AND WIFE  
ORIGINAL MORTGAGEE: JAMES B. NUTTER & COMPANY  
CURRENT MORTGAGEE: LAKEVIEW LOAN SERVICING, LLC  
MORTGAGE SERVICER: Flagstar Bank, N.A

DEED OF TRUST DATED 1/25/2010, RECORDING INFORMATION: Recorded on 2/8/2010, as Instrument No. 2010-00001643 in Book 2406 Page 89 and later modified by a loan modification agreement recorded as Instrument 2016-00001924 on 02/09/2016

SUBJECT REAL PROPERTY (LEGAL DESCRIPTION): EAST 52 FEET OF LOT 54 AND W 15 FEET OF LOT 55, BLOCK 59, WINDSOR HEIGHTS ADDITION, REPLAT OF THE NORTH HALF (N/2) OF BLOCKS 56 AND 57, AND THE NORTH HALF (N/2) OF BLOCKS 58 AND 59, AND LOTS 1-8, BLOCK 61, WINDSOR HEIGHTS ADDITION, 6TH FILING, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 11, PAGE 18, PLAT RECORDS OF ECTOR COUNTY, TEXAS. MORE ACCURATELY DESCRIBED AS: THE WEST 15 FEET OF LOT 55, AND THE EAST 52 FEET OF LOT 54, BLOCK 56 AND 57, AND THE NORTH ½ OF BLOCKS 58 AND 59, AND LOTS 1 THRU 8, BLOCK 61, WINDSOR HEIGHTS ADDITION, 6TH FILING, AND ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 11, PAGE 8, PLAT RECORDS, ECTOR COUNTY, TEXAS.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on **12/3/2024**, the foreclosure sale will be conducted in Ector County in the area designated by the Commissioners Court, pursuant to Section 51.002 of the Texas Property Code as the place where the foreclosure sales are to take place. If no place is designated by the Commissioners Court, sale will be conducted at the place where the Notice of Trustee's Sale was posted. The trustee's sale will be conducted no earlier than **10:00 AM**, or not later than three (3) hours after that time, by one of the Substitute Trustees who will sell, to the highest bidder for cash, subject to the unpaid balance due and owing on any lien indebtedness superior to the Deed of Trust.

Flagstar Bank, N.A is acting as the Mortgage Servicer for LAKEVIEW LOAN SERVICING, LLC who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. Flagstar Bank, N.A, as Mortgage Servicer, is representing the Mortgagee, whose address is:

LAKEVIEW LOAN SERVICING, LLC  
c/o Flagstar Bank, N.A  
5151 Corporate Drive



Handwritten mark resembling a stylized 'S' or signature.

Matter No.: 127305-TX

Troy, Michigan 48098-2639

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.

**WHEREAS**, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, **I HEREBY APPOINT AND DESIGNATE SHELLEY NAIL, ZANE NAIL, CASSIE MARTIN, DONNA TROUT, CASPER RANKIN, LAUREL HANDLEY, HOLLIS HAMILTON** or either one of them, as Substitute Trustee, to act, either singly or jointly, under and by virtue of said Deed of Trust and hereby request said Substitute Trustees, or any one of them to sell the property in said Deed of Trust described and as provided therein. The address for the Substitute Trustee as required by Texas Property Code, Section 51.0075(e) is Aldridge Pite, LLP, 3333 Camino Del Rio South, Suite 225, San Diego, CA 92108-0935, Phone: (866) 931-0036.

**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.**

By: Hollis Hamilton  
Hollis Rose Hamilton, Attorney  
Aldridge Pite, LLP  
3333 Camino Del Rio South, Suite 225  
San Diego, California 92108

  
10-24-24

**Return to:**  
ALDRIDGE PITE, LLP  
3333 Camino Del Rio South, Suite 225  
P.O. BOX 17935  
SAN DIEGO, CA 92108-0935  
FAX #: 619-590-1385  
Phone: (866) 931-0036

FILED THIS 24 DAY OF  
October, 20 24  
JENNIFER MARTIN, COUNTY CLERK  
ECTOR COUNTY, TEXAS  
BY Janina Zucala DEPUTY

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

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

**DEED OF TRUST INFORMATION:**

Date: **March 31, 2021**  
Grantor(s): **Michael S. Satterwhite and Ami S. Satterwhite, Husband and Wife**  
Original Mortgagee: **Mortgage Electronic Registration Systems, Inc., as nominee for AmCap Mortgage, Ltd. dba Gold Financial Services**  
Original Principal: **\$528,770.00**  
Recording Information: **2021-6602**  
Property County: **Ector**  
Property: **Lot 19, Block 2, Vista Del Norte, and Addition to the City of Odessa, Ector County, Texas, according to the map or plat of records in Cabinet A, Page 148-C, Plat Records, Ector County, Texas.**  
Property Address: **19 La Promesa Circle  
Odessa, TX 79765**

**MORTGAGE SERVICING INFORMATION:**

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

Current Mortgagee: **Newrez LLC d/b/a/ Shellpoint Mortgage Servicing**  
Mortgage Servicer: **Shellpoint Mortgage Servicing**  
Mortgage Servicer Address: **75 Beattie Place  
Greenville, SC 29601**

**SALE INFORMATION:**

Date of Sale: **December 3, 2024**  
Time of Sale: **10:00 AM or within three hours thereafter.**  
Place of Sale: **Ector County Courthouse, 300 N. Grant, Odessa, TX 79761 or, if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court.**  
Substitute Trustee: **Ramiro Cuevas, Jonathan Schendel, Angie Uselton, Charles Green, Lisa Bruno, Patrick Zwiers, Conrad Wallace, Kristopher Holub, Dana Kamin, Joshua Sanders, Matthew Hansen, Aleena Litton, Auction.com, Bobby Fletcher, David Ray, Dana Dennen, Shelley Nail, Donna Trout, Zane Nail, Zia Nail, Zoey Fernandez, Padgett Law Group, Michael J. Burns, Jonathan Smith, Gabrielle A. Davis, or Paige Jones, any to act**  
Substitute Trustee Address: **546 Silicon Dr., Suite 103  
Southlake, TX 76092  
TXAttorney@PadgettLawGroup.com**

**APPOINTMENT OF SUBSTITUTE TRUSTEE:**

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

The undersigned is the attorney for the mortgagee and/or mortgage servicer, and in such capacity does hereby remove the original trustee and all successor substitute trustees under the above-described Deed of Trust and appoints in their place, any to act, those substitute trustees identified in the SALE INFORMATION section of this notice, whose address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092 as Substitute Trustee, who shall hereafter exercise all powers and duties to set aside the said original trustee under said Deed of Trust, and further does hereby request, authorize, and instruct said Substitute Trustees to conduct and direct the execution of remedies set aside to the beneficiary therein.

WHEREAS, the above-named Grantor(s) 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 are declared immediately due and payable.

WHEREAS, the original Trustee and any previously appointed Substitute Trustee under said Deed of Trust has been hereby removed and the herein described Substitute Trustees, have been appointed as Substitute Trustees and authorized by the Mortgage Servicer to enforce the power of sale granted in the Deed of Trust; 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 is hereby accelerated, and all sums secured by the Deed of Trust are declared to be immediately due and payable.
2. The herein appointed Substitute Trustees, 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 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 imposed by the Deed of Trust.
4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for the 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 sold "AS-IS", purchaser's 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 interest 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.
5. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.



Michael J. Burns / Jonathan Smith/ Gabrielle A. Davis/ Paige Jones

**CERTIFICATE OF POSTING**

My name is Shelley Nail, and my address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on 10/24/24 filed at the office of the Ector County Clerk to be posted at the Ector County courthouse this notice of sale.

Shelley Nail  
Declarant's Name: Shelley Nail  
Date: 10-24-24

Padgett Law Group  
546 Silicon Dr., Suite 103

Southlake, TX 76092

TXAttorney@PadgettLawGroup.com  
(850) 422-2520

FILED THIS 24 DAY OF  
October, 20 24  
JENNIFER MARTIN, COUNTY CLERK  
ECTOR COUNTY, TEXAS  
BY Jarina Zavala DEPUTY



**Notice of Substitute Trustee's Sale**

**Notice Concerning Military Duty: 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. Tex. Prop. Code § 51.002(i)**

<b>Deed of Trust Date:</b> January 26, 2021	<b>Original Mortgagor/Grantor:</b> KEVIN SAUL REYES MENDEZ AND LAURA RODRIGUEZ LEDEMZA
<b>Original Beneficiary / Mortgagee:</b> MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS BENEFICIARY, AS NOMINEE FOR AMCAP MORTGAGE, LTD. DBA PROVIDENCE HOME LOANS., ITS SUCCESSORS AND ASSIGNS	<b>Current Beneficiary / Mortgagee:</b> CMG MORTGAGE, INC.
<b>Recorded in:</b> <b>Volume:</b> N/A. <b>Page:</b> N/A. <b>Instrument No:</b> 2021-2204	<b>Property County:</b> ECTOR
<b>Mortgage Servicer:</b> CENLAR FEDERAL SAVINGS BANK	<b>Mortgage Servicer's Address:</b> 425 PHILLIPS BLVD. EWING, NEW JERSEY 08618-1430

\* 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.

**Secures:** Note in the original principal amount of \$191,468.00, executed by KEVIN REYES MENDEZ and payable to the order of Lender.

**Property Address/Mailing Address:** 2529S WESTCLIFF ROAD, ODESSA, TX 79763

**Legal Description of Property to be Sold:** BEING A 1.894 ACRE TRACT OF LAND RECORDED IN INSTRUMENT NUMBER (INST #) 2010-08531, OFFICIAL PUBLIC RECORDS OF ECTOR COUNTY, TEXAS (OPREC, TX), AND LYING IN THE T&P RR SURVEY, T-2-S, BLOCK 44, SECTION 37, SAID 1.894 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEARING BASIS: ALL BEARINGS SHOWN HEREIN ARE REFERENCED TO THE TEXAS PLANE COORDINATE SYSTEM, NORTH AMERICAN DATUM OF 1983, CENTRAL ZONE. BEGINNING AT A 1/2 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, BEING ALSO THE NORTHWEST CORNER OF A 1.99 ACRE TRACT OF LAND RECORDED IN INST # 2019-08209, OPREC, TX, AND LYING IN THE EAST RIGHT-OF-WAY (ROW) LINE OF NORTH WESTCLIFF ROAD (N WESTCLIFF RD) (BASED ON AN 80 FEET WIDE ROW), FROM WHICH THE SOUTHEAST CORNER OF SECTION 37 BEARS S 14°10'56" E A DISTANCE OF 854.90 FEET AND THENCE N 79°59'04" E A DISTANCE OF 2759.00 FEET; THENCE N 14°10'56" W WITH THE EAST ROW LINE OF N WESTCLIFF RD A DISTANCE OF 165.00 FEET TO A 1/2 INCH IRON ROD FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT, BEING ALSO THE SOUTHWEST CORNER OF A 3.16 ACRE TRACT RECORDED IN INST # 2017-13266, OPREC, TX; THENCE N 75°49'04" E WITH THE SOUTH BOUNDARY LINE OF SAID 3.16 ACRE TRACT A DISTANCE OF 500.00 FEET TO A 1/2 INCH IRON ROD FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, BEING ALSO THE SOUTHEAST CORNER OF SAID 3.16 ACRE TRACT, BEING ALSO THE NORTHWEST CORNER OF A 1.83 ACRE TRACT OF LAND RECORDED IN INST # 2019-13049, OPREC, TX; THENCE S 14°10'56" E WITH THE WEST BOUNDARY LINE OF SAID 1.83 ACRE TRACT A DISTANCE OF 165.00 FEET TO A 1/2 IRON ROD FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT, BEING ALSO THE NORTHEAST CORNER OF SAID 1.99 ACRE TRACT; THENCE S 75°49' 04" W WITH THE NORTH BOUNDARY LINE OF



SAID 1.99 ACRE TRACT A DISTANCE OF 500.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 1.894 ACRES OF LAND. MOBILE HOME: USED; YEAR: 2011; LENGTH: 56 AND WIDTH: 30 ; MAKE: CMH MANUFACTURING. INC.; MODEL: 38PNH32564AH11; SERIAL NUMBER: CSS012017TXA/B. HUD LABEL NUMBER(S): HWC0416890/1; CERTIFICATE OF TITLE NUMBER: MH00554430.

<b>Date of Sale:</b> December 03, 2024.	<b>Earliest time Sale will begin:</b> 10:00 AM
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**Place of sale of Property:** Ector County Courthouse, 300 N. Grant, Odessa, TX 79761 OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

**Appointment of Substitute Trustee:** Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust, the same is now wholly due. Because of that default, *CMG MORTGAGE, INC.*, the owner and holder of the Note, has requested Ramiro Cuevas, Jonathan Schendel, Angie Uselton, Charles Green, Lisa Bruno, Patrick Zwiers, Conrad Wallace, Kristopher Holub, Dana Kamin, Joshua Sanders, Matthew Hansen, Aleena Litton, Auction.com, Bobby Fletcher, David Ray, Dana Dennen, Shelley Nail, Donna Trout, Zane Nail, Zia Nail, Zoey Fernandez whose address is 1 MAUCHLY IRVINE, CA 92618 OR Shelley Nail, Donna Trout, Zane Nail, Zia Nail or Zoey Fernandez whose address is 14800 LANDMARK BLVD., SUITE 850, DALLAS, TX 75254, to sell the property. The Trustee(s) has/have been appointed Substitute Trustee in the place of the original trustee, in the manner authorized by the deed of trust.

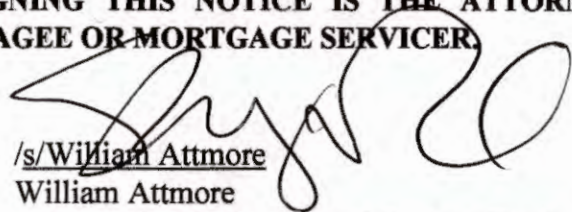
**Terms of Sale:** The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that *CMG MORTGAGE, INC.* bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075(a) of the Texas Property Code, Ramiro Cuevas, Jonathan Schendel, Angie Uselton, Charles Green, Lisa Bruno, Patrick Zwiers, Conrad Wallace, Kristopher Holub, Dana Kamin, Joshua Sanders, Matthew Hansen, Aleena Litton, Auction.com, Bobby Fletcher, David Ray, Dana Dennen, Shelley Nail, Donna Trout, Zane Nail, Zia Nail, Zoey Fernandez whose address is 1 MAUCHLY IRVINE, CA 92618 OR Shelley Nail, Donna Trout, Zane Nail, Zia Nail or Zoey Fernandez whose address is 14800 LANDMARK BLVD., SUITE 850, DALLAS, TX 75254, Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Ramiro Cuevas, Jonathan Schendel, Angie Uselton, Charles Green, Lisa Bruno, Patrick Zwiers, Conrad Wallace, Kristopher Holub, Dana Kamin, Joshua Sanders, Matthew Hansen, Aleena Litton, Auction.com, Bobby Fletcher, David Ray, Dana Dennen, Shelley Nail, Donna Trout, Zane Nail, Zia Nail, Zoey Fernandez whose address is 1 MAUCHLY IRVINE, CA 92618 OR Shelley Nail, Donna Trout, Zane Nail, Zia Nail or Zoey Fernandez whose address is 14800 LANDMARK BLVD., SUITE 850, DALLAS, TX 75254, Trustee.

**Limitation of Damages:** If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the funds paid. The purchaser shall have no further recourse against Mortgagor, the Mortgagee, or the Mortgagee's attorney.

**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.**

  
/s/William Attmore

William Attmore

Attorney for Cenlar Federal Savings Bank

State Bar No.:24064844

wattmore@rascrane.com

Robertson, Anschutz, Schneid, Crane & Partners,

PLLC / Attorney for Mortgagee

5601 Executive Dr, Suite 400

Irving, TX 75038

Telephone: 817-873-3080

Facsimile: (817)796-6079

FILED THIS 24 DAY OF

October, 20 24

JENNIFER MARTIN, COUNTY CLERK

ECTOR COUNTY, TEXAS

BY Jarina Zausch DEPUTY

## NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

**Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately. Sender is: Codilis & Moody, P.C., 20405 State Highway 249, Suite 170, Houston, TX 77070**

### INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION

Deed of Trust dated December 09, 2022 and recorded under Clerk's File No. 2022-00024041, in the real property records of ECTOR County Texas, with William Bryce Clevenger, an unmarried man as Grantor(s) and Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for DHI Mortgage Company, Ltd., its successors and assigns as Original Mortgagee.

Deed of Trust executed by William Bryce Clevenger, an unmarried man securing payment of the indebtedness in the original principal amount of \$290,579.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by William Bryce Clevenger. Lakeview Loan Servicing, LLC is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

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. LoanCare, LLC is acting as the Mortgage Servicer for the Mortgagee. LoanCare, LLC, is representing the Mortgagee, whose address is: 3637 Sentara Way, Virginia Beach, VA 23452.

#### Legal Description:

**LOT 70, BLOCK 52, OF HOMESTEAD AT PARKS BELL RANCH, 4TH FILING-PHASE 5, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT RECORDED IN CABINET C, PAGE 135-A & B, PLAT RECORDS OF ECTOR COUNTY, TEXAS.**

### SALE INFORMATION

**Date of Sale: 12/03/2024**

**Earliest Time Sale Will Begin: 10:00 AM**

**Location of Sale:** The place of the sale shall be: ECTOR County Courthouse, Texas at the following location: At the front door of the Ector County Courthouse (West Entrance), or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court

### TERMS OF SALE

A 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.

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. Pursuant to the Deed of Trust, the mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "AS IS,"



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**"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.**

The sale will begin at the earliest time stated above, or within three (3) hours after that time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

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

**WHEREAS, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I HEREBY APPOINT AND DESIGNATE Shelley Nail, Donna Trout, Zane Nail, Zoey Fernandez, Zia Nail, Ramiro Cuevas, Jonathan Schendel, Angie Uselton, Charles Green, Lisa Bruno, Patrick Zwiers, Conrad Wallace, Kristopher Holub, Dana Kamin, Joshua Sanders, Matthew Hansen, Aleena Litton, Bobby Fletcher, David Ray, Dana Dennen, Shelley Nail, Donna Trout, Zane Nail, Zia Nail, Zoey Fernandez, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or Auction.com, as Substitute Trustee.**

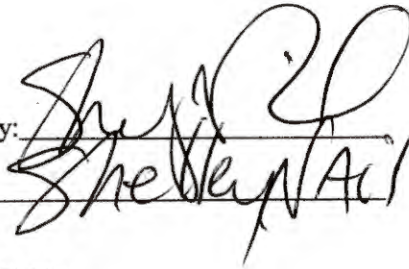
The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is:  
Codilis & Moody, P.C.  
20405 State Highway 249, Suite 170  
Houston, TX 77070  
(281) 925-5200

Executed on 10/25/2024.

/s/ Sarah A. Trad SBOT No. 24140355, Attorney at Law  
Codilis & Moody, P.C.  
20405 State Highway 249, Suite 170  
Houston, TX 77070  
(281) 925-5200

Posted and filed by:

Printed Name:

  
Shelley Nail

C&M No. 44-24-02347

FILED THIS 31<sup>st</sup> DAY OF  
October, 2024  
JENNIFER MARTIN, COUNTY CLERK  
ECTOR COUNTY, TEXAS  
BY Charles Waggoner DEPUTY

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**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.**

5965-1030

## NOTICE OF FORECLOSURE SALE

### 1 THE PROPERTY TO BE SOLD

COMMONLY KNOWN AS

1007 SOUTH KELLY AVENUE, ODESSA, TEXAS 79763

LEGAL DESCRIPTION

LOT 6, BLOCK 7, DOROTHY LEA ADDITION, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN VOLUME 4, PAGE 43, PLAT RECORDS, ECTOR COUNTY, TEXAS.

### 2 THE DEED OF TRUST TO BE FORECLOSED UPON

RECORDED IN REAL PROPERTY RECORDS OF  
ECTOR COUNTY

RECORDED ON  
APRIL 25, 2013

UNDER DOCUMENT#  
2013-00006765

### 3 THE SALE IS SCHEDULED TO BE HELD

PLACE  
THE FRONT DOOR OF THE ECTOR COUNTY COURTHOUSE  
(WEST ENTRANCE) OR AS DESIGNATED BY THE COUNTY  
COMMISSIONER'S OFFICE

DATE  
DECEMBER 3, 2024

TIME  
10:00 AM - 1:00 PM

### TERMS OF SALE

The sale will be conducted as a public auction to the highest bidder for cash. Pursuant to the Deed of Trust, the mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the Property. Pursuant to § 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.

### OBLIGATIONS SECURED

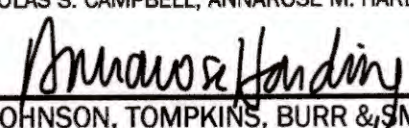
The Deed of Trust executed by PAULINE MACK and WILLIE MACK, provides that it secures the payment of the indebtedness in the original principal amount of \$258,000.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. MORTGAGE ASSETS MANAGEMENT, LLC is the current mortgagee of the note and deed of trust and PHH MORTGAGE CORPORATION is the current mortgage servicer. A servicing agreement between the mortgager, whose address is 1661 Worthington Road, Suite #100, West Palm Beach, Florida 33409, and the mortgage service exists. TEXAS PROPERTY CODE § 51.0025 authorizes the mortgage servicer to collect the debt.

**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.**

In accordance with Texas Property Code § 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint the following as Substitute Trustee to act under and by virtue of said Deed of Trust:

SHELLEY NAIL, DONNA TROUT, ZANE NAIL, ZIA NAIL, ZOEY FERNANDEZ, NICHOLAS S. CAMPBELL, ANNAROSE M. HARDING, SARA A. MORTON, HALEY SHEPPARD, and/or BRANCH M. SHEPPARD.

ATTORNEYS AT LAW  
Branch M. Sheppard  
Annarose M. Harding  
Sara A. Morton

  
GALLOWAY, JOHNSON, TOMPKINS, BURR & SMITH  
A PROFESSIONAL LAW CORPORATION  
1301 McKinney Street, Suite 1400  
Houston, Texas 77010  
(713) 599-0700

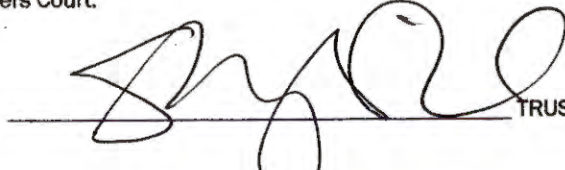
### CERTIFICATE OF POSTING

I declare under penalty of perjury that I filed this Notice of Foreclosure Sale at the office of the County Clerk and caused it to be posted at the location directed by the County Commissioners Court.

POSTED

NAME

10-31-24  
Shelley Nail



TRUSTEE

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## NOTICE OF FORECLOSURE SALE

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

1. *Property to Be Sold.* The property to be sold is described as follows: LOT 5, BLOCK 1, NORMANDY HEIGHTS, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 2, PAGE 46, PLAT RECORDS, ECTOR COUNTY, TEXAS.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust dated 04/10/2013 and recorded in Document 2013-00006318 real property records of Ector County, Texas.

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

Date: 01/07/2025

Time: 10:00 AM


Place: Ector County, Texas at the following location: THE FRONT DOOR OF THE ECTOR COUNTY COURTHOUSE (WEST ENTRANCE) OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or as designated by the County Commissioners Court.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash. Pursuant to the deed of trust, the mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to section 51.009 of the Texas Property Code, the property will be sold in AS IS, WHERE IS condition, without any express or implied warranties, except as to the warranties of title, if any, provided for under the deed of trust.

5. *Obligations Secured.* The Deed of Trust executed by ERIC FLORES, provides that it secures the payment of the indebtedness in the original principal amount of \$79,822.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. Click n' Close, Inc. is the current mortgagee of the note and deed of trust and CLICK N CLOSE, INC. is mortgage servicer. A servicing agreement between the mortgagee, whose address is Click n' Close, Inc. c/o CLICK N CLOSE, INC., PO Box 2229, Addison, TX 75001 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

6. *Substitute Trustee(s) Appointed to Conduct Sale.* In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

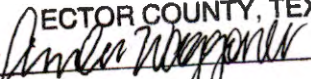
**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE. THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

  
Mackie Wolf Zientz & Mann, P.C.  
Brandon Wolf, Attorney at Law  
L. Keller Mackie, Attorney at Law  
Michael Zientz, Attorney at Law  
Lori Liane Long, Attorney at Law  
Chelsea Schneider, Attorney at Law  
Ester Gonzales, Attorney at Law  
Karla Balli, Attorney at Law  
Parkway Office Center, Suite 900  
14160 Dallas Parkway  
Dallas, TX 75254

For additional sale information visit: [www.auction.com](http://www.auction.com) or (800) 280-2832

  
Certificate of Posting

I am  whose address is c/o AVT Title Services, LLC, 5177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on 10-31-24 filed this Notice of Foreclosure Sale at the office of the Ector County Clerk and caused it to be posted at the location directed by the Ector County Commissioners Court.

THE ORIGINAL WAS  
FILED THIS 31st DAY OF  
October, 20 24  
JENNIFER MARTIN, COUNTY CLERK  
ECTOR COUNTY, TEXAS  
BY  DEPUTY

# NOTICE OF SUBSTITUTE TRUSTEE'S SALE

T.S. #: 2024-11061-TX

**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.**

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

Date: **12/3/2024**  
Time: **The earliest time the sale will begin is 10:00 AM**, or within three (3) hours after that time.  
Place: Ector County Courthouse, Texas, at the following location: 300 North Grant Avenue, Odessa, TX 79761 THE FRONT DOOR OF THE ECTOR COUNTY COURTHOUSE (WEST ENTRANCE) Or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioners Court, pursuant to section 51.002 of the Texas Property Code.

**Property To Be Sold** - The property to be sold is described as follows:

LOT 11, BLOCK 62, WESTERN MANOR, 2ND FILING, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 4, PAGE 32, PLAT RECORDS, ECTOR COUNTY, TEXAS.

Commonly known as: 1600 ALAMOSA STREET ODESSA, TX 79763-2313

**Instrument to be Foreclosed** – The instrument to be foreclosed is the Deed of Trust dated **11/30/2021** and recorded in the office of the County Clerk of Ector County, Texas, recorded on **12/23/2021** under County Clerk's File No **27374**, in Book -- and Page -- Correction Instrument recorded on 10/03/2024 under Instrument No. 2024-00017565 of the Real Property Records of Ector County, Texas.

**Grantor(s):** **THOMAS GEORGE CAGLE AND CORINA R. GARCIA, HUSBAND AND WIFE**  
**Original Trustee:** **THOMAS E. BLACK, JR.**  
**Substitute Trustee:** **Auction.com, Shelley Nail, Zane Nail, Zia Nail, Zoey Fernandez, Donna Trout, Jim Mills, Susan Mills, Andrew Mills-Middlebrook, George Hawthorne, Johnie Eads, Ed Henderson, Jeff Benton, Nestor Solutions, LLC**  
**Original Mortgagee:** **Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for CARDINAL FINANCIAL COMPANY, LIMITED PARTNERSHIP, its successors and assigns**  
**Current Mortgagee:** **Freedom Mortgage Corporation**  
**Mortgage Servicer:** **Freedom Mortgage Corporation**

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 referenced property securing the above referenced loan.

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T.S. #: 2024-11061-TX

**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 mortgagee 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 mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the deed of trust. 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.

**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 \$245,409.00, executed by THOMAS GEORGE CAGLE AND CORINA R. GARCIA, HUSBAND AND WIFE, and payable to the order of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for CARDINAL FINANCIAL COMPANY, LIMITED PARTNERSHIP, its successors and assigns; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of Trustor(s) to the current holder of the Obligations to the mortgagee under the deed of trust.

The sale will be made, but without covenant or warranty, expressed or implied, regarding title, possession, or encumbrances, to pay the remaining principal sum of the note(s) secured by the Deed of Trust, with interest and late charges thereon, as provided in the note(s), advances, under the terms of the Deed of Trust, interest thereon, fees, charges and expenses of the Trustee for the total amount (at the time of the initial publication of the Notice of Sale) reasonably estimated to be set forth below. The amount may be greater on the day of sale.

Questions concerning the sale may be directed to the undersigned or to the Mortgagee:

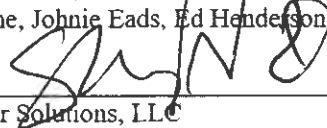
**Freedom Mortgage Corporation**  
**11988 EXIT 5 PKWY BLDG 4**  
**FISHERS IN 46037-7939**  
**Phone: (855) 690-5900**

T.S. #: 2024-11061-TX

**Default and Request to Act** - Default has occurred under the deed of trust, and the mortgagee has requested me, as Trustee, to conduct this sale. Notice is given that before the sale the mortgagee may appoint another person substitute trustee to conduct the sale.

Dated: 10-31-24

Auction.com, Shelley Nail, Zane Nail, Zia Nail, Zoey Fernandez, Donna Trout, Jim Mills, Susan Mills, Andrew Mills-Middlebrook, George Hawthorne, Johnie Eads, Ed Henderson, Jeff Benton, Nestor Solutions, LLC



---

c/o Nestor Solutions, LLC  
214 5th Street, Suite 205  
Huntington Beach, California 92648  
Phone: (888) 403-4115  
Fax: (888) 345-5501

For sale information visit: <https://www.xome.com> or Contact (800) 758-8052.

SENDER OF THIS NOTICE:  
AFTER FILING, PLEASE RETURN TO:

Nestor Solutions, LLC  
214 5th Street, Suite 205  
Huntington Beach, California 92648

THE ORIGINAL WAS  
FILED THIS 31<sup>st</sup> DAY OF  
October 20 24  
JENNIFER MARTIN, COUNTY CLERK  
DEPUTY COUNTY CLERK  
BY Amber Waggoner DEPUTY

**NOTICE OF FORECLOSURE SALE**

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

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

BEING A 0.2335 ACRE TRACT OF LAND COMPRISED OF LOT 30, BLOCK 1, PLANTATION OAKS, 3<sup>RD</sup> FILING, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN CABINET A, PAGE 113-D, PLAT RECORDS, ECTOR COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUND AS DESCRIBED IN EXHIBIT "A" ATTACHED HERETO.

2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust recorded as document number 2020-18521 in the Official Public Records of Ector 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 3, 2024

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: Ector County Courthouse in Odessa, Texas, at the following location: at the West Entrance of the Ector County Courthouse, 300 North Grant Avenue or any other place designated for real property foreclosures under Texas Property Code section 51.002 and by the Commissioners Court of Ector County, Texas.

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

FILED THIS 6<sup>th</sup> DAY OF  
November, 20 24

JENNIFER MARTIN, COUNTY CLERK

ECTOR COUNTY, TEXAS

BY [Signature] DEPUTY

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

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

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

Pursuant to the Deed of Trust, the beneficiary has the right to direct the trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

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

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

5. *Type of Sale.* The sale is a nonjudicial deed-of-trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by Ezequiel Ramirez and Gricelda Ramirez.

The real property and personal property encumbered by the Deed of Trust will be sold at the sale in accordance with the provisions of the Deed of Trust and as permitted by section 9.604(a) of the Texas Business and Commerce Code.

6. *Obligations Secured.* The Deed of Trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to the Real Estate Lien Note in the original principal amount of \$285,000.00, executed by Ezequiel Ramirez and Gricelda Ramirez, and payable to the order of Jose Julian Rubio and Juanita Galvan, the current owners and holders of the Obligations and the beneficiaries under the Deed of Trust.

As of November 4 , 2024, there was owed \$279,837.39 on the note. The note is bearing


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interest at the rate of 6.00% per annum thereafter.

Questions concerning the sale may be directed to the undersigned or to the beneficiaries, Todd, Barron, Thomason, Hudman, Bebout & Rodriguez, P.C. at 3800 E. 42<sup>nd</sup> Street, Suite 409, Odessa, Texas 79762.

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

Dated: November 4, 2024

  
\_\_\_\_\_  
Rafael Rodriguez  
3800 E. 42<sup>nd</sup> Street, Suite 409  
Odessa, Texas 79762-5982  
(432) 363-2118  
(432) 363-2156 fax

00842015.DOCX

20200930

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Deed of Trust  
Terms

Date: Sept 29, 2020

Grantor: Ezequile Ramirez and Gricelda Ramirez

Grantor's Mailing Address:

6 Louisiana Cove  
Odessa, Texas 79762  
Ector County

Trustee: Jay Durell

Trustee's Mailing Address:

3800 E. 42<sup>nd</sup> Street, Suite 500  
Odessa, Texas 79762  
Ector County

Lender: Jose Julian Rubio and Juanita Galvan

Lender's Mailing Address:

2102 Regal Place  
Midland, Texas 79707  
Midland County

Note

Date: Sept 29, 2020

Original principal amount: \$285,000.00

Borrower: Ezequile Ramirez and Gricelda Ramirez

Lender: Jose Julian Rubio and Juanita Galvan

Maturity date: August 29, 2050

Terms of Payment: as provided in the note.

Property (including any improvements):

Lot 30, Block 1, PLANTATION OAKS, 3RD FILING, an

EXHIBIT

A

Addition to the City of Odessa, Ector County, Texas, according to the map or plat thereof of record in Cabinet A, Page 113-D, Plat Records, Ector County, Texas.

Prior Lien: None

Other Exceptions to Conveyance and Warranty: None.

For value received and to secure payment of the Note, Grantor conveys the Property to Trustee in trust. Grantor warrants and agrees to defend the title to the Property, subject to the Other Exceptions to Conveyance and Warranty. On payment of the Note and all other amounts secured by this deed of trust, this deed of trust will have no further effect, and Lender will release it at Grantor's expense.

#### Clauses and Covenants

##### A. Grantor's Obligations

Grantor agrees to-

1. keep the Property in good repair and condition and maintain current trash service;
2. pay all taxes and assessments on the Property before delinquency;
3. defend title to the Property subject to the Other Exceptions to Conveyance and Warranty and preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Lender, an insurance policy that-
  - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Lender approves a smaller amount in writing;
  - b. contains an 80 percent coinsurance clause;
  - c. provides fire and extended coverage, including winds; storm coverage;
  - d. protects Lender with a standard mortgage clause;
  - e. provides flood insurance at any time the Property is in a flood hazard area; and

f. contains such other coverage as Lender may reasonably require;

5. comply at all times with the requirements of the 80 percent coinsurance clause;

6. deliver the insurance policy to Lender within ten days of the date of this deed of trust and deliver renewals to Lender at least fifteen days before expiration;

7. obey all laws, ordinances, and restrictive covenants applicable to the Property;

8. keep any buildings occupied as required by the insurance policy; and

9. if the lien of this deed of trust is not a first lien, pay or cause to be paid all prior lien notes and abide by or cause to be abided by all prior lien instruments.

#### B. Lender's Rights

1. Lender may appoint in writing a substitute trustee, succeeding to all rights and responsibilities of Trustee.

2. If the proceeds of the Note are used to pay any debt secured by prior liens, Lender is subrogated to all the rights and liens of the holders of any debt so paid.

3. Lender may apply any proceeds received under the insurance policy either to reduce the Note or to repair or replace damaged or destroyed improvements covered by the policy. If the Property is Grantor's primary residence and Lender reasonably determines that repairs to the improvements are economically feasible, Lender will make the insurance proceeds available to Grantor for repairs.

4. Notwithstanding Note terms to the contrary, and unless applicable law prohibits, all payments received by Lender from Grantor under the Note or this deed of trust may, at Lender's discretion, be applied first to amounts payable under this deed of trust and then to amounts due and payable to Lender under the Note, to be applied to late charges, principal, or interest in the order Lender in its discretion determines.

5. If Grantor fails to perform any of Grantor's obligations, Lender may perform those obligations and be reimbursed by Grantor on demand for any amounts so paid,



including attorney's fees, plus interest on those amounts from the dates of payment at the rate stated in the Note for matured, unpaid amounts. The amount to be reimbursed will be secured by this deed of trust.

6. If there is a default on the Note or if Grantor fails to perform any of Grantor's obligations and the default continues after any required notice of the default and the time allowed to cure, Lender may-

a. declare the unpaid principal balance and earned interest on the Note immediately due;

b. direct Trustee to foreclose this lien, in which case Lender or Lender's agent will cause notice of the foreclosure sale to be given as provided by the Texas Property Code as then in effect; and

c. purchase the Property at any foreclosure sale by offering the highest bid and then have the bid credited on the Note.

7. Lender may remedy any default without waiving it and may waive any default without waiving any prior or subsequent default.

#### C. Trustee's Rights and Duties

If directed by Lender to foreclose this lien, Trustee will-

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then in effect;

2. sell and convey all or part of the Property "AS IS" to the highest bidder for cash with a general warranty binding Grantor, subject to the Prior Lien and to the Other Exceptions to Conveyance and Warranty and without representation or warranty, express or implied, by Trustee;

3. from the proceeds of the sale, pay, in this order-

a. expenses of foreclosure, including a reasonable commission to Trustee;

b. to Lender, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;

c. any amounts required by law to be paid before payment to Grantor; and

d. to Grantor, any balance; and

4. be indemnified by Lender against all costs, expenses, and liabilities incurred by Trustee for acting in the execution or enforcement of the trust created by this deed of trust, which includes all court and other costs, including attorney's fees, incurred by Trustee in defense of any action or proceeding taken against Trustee in that capacity.

**D. General Provisions**

1. Grantors agree to execute, acknowledge, and deliver to Lender any document requested by Lender, at Lender's request from time to time, to (a) correct any defect, error, omission, or ambiguity in this deed of trust or in any other document executed in connection with the Note or this deed of trust; (b) comply with Grantors' obligations under this deed of trust and other documents; (c) subject to and perfect the liens and security interests of this deed of trust and other documents any property intended to be covered thereby; and (d) protect, perfect, or preserve the liens and the security interests of this deed of trust and other documents against third persons or make any recordings, file any notices, or obtain any consents requested by Lender in connection therewith. Grantors agree to pay all costs of the foregoing.

2. If any of the Property is sold under this deed of trust, Grantor must immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor will become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

3. Recitals in any trustee's deed conveying the Property will be presumed to be true.

4. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

5. This lien will remain superior to liens later created even if the time of payment of all or part of the Note is extended or part of the Property is released.

6. If any portion of the Note cannot be lawfully secured by this deed of trust, payments will be applied first to discharge that portion.

7. Grantor assigns to Lender all amounts payable to or received by Grantor from condemnation of all or part of the Property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the Property. After deducting any expenses incurred, including

attorney's fees and court and other costs, Lender will either release any remaining amounts to Grantor or apply such amounts to reduce the Note. Lender will not be liable for failure to collect or to exercise diligence in collecting any such amounts. Grantor will immediately give Lender notice of any actual or threatened proceedings for condemnation of all or part of the Property.

8. Grantor assigns to Lender absolutely, not only as collateral, all present and future rent and other income and receipts from the Property. Grantor warrants the validity and enforceability of the assignment. Grantor may as Lender's licensee collect rent and other income and receipts as long as Grantor is not in default under the Note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the Note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the Note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the Note or performance of this deed of trust, Lender may terminate Grantor's license to collect rent and other income and then as Grantor's agent may rent the Property and collect all rent and other income and receipts. Lender neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the Property. Lender may exercise Lender's rights and remedies under this paragraph without taking possession of the Property. Lender will apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Lender's rights and remedies and then to Grantor's obligations under the Note and this deed of trust in the order determined by Lender. Lender is not required to act under this paragraph, and acting under this paragraph does not waive any of Lender's other rights or remedies. If Grantor becomes a voluntary or involuntary debtor in bankruptcy, Lender's filing a proof of claim in bankruptcy will be deemed equivalent to the appointment of a receiver under Texas law.

9. Interest on the debt secured by this deed of trust will not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law. Any interest in excess of that maximum amount will be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess will be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides any conflicting provisions in this and all other instruments concerning the debt.

10. In no event may this deed of trust secure payment of any debt that may not lawfully be secured by a lien on real estate or create a lien otherwise prohibited by law.

11. When the context requires, singular nouns and pronouns include the plural.

12. The term Note includes all extensions and renewals of the Note and all amounts secured by this deed of trust.

13. If the Property is transferred by foreclosure, the transferee will acquire title to all insurance policies on the Property, including all paid but unearned premiums.

14. Grantors agree to allow Lender or Lender's agents to enter the Property at reasonable times and inspect it and any personal property in which Lender is granted a security interest by this deed of trust.

15. GRANTORS MAY FURNISH ANY INSURANCE REQUIRED BY THIS DEED OF TRUST EITHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY GRANTORS OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS.

16. The Property may be sold, conveyed, leased without the consent of Seller, provided any subsequent buyer assumed the Note.

17. This deed of trust binds, benefits, and may be enforced by the successors in interest of all parties.

18. Grantor shall pay all ad valorem property taxes prior to delinquency and provide Lender with paid receipts within ten (10) days of payment.

19. If Grantor and Borrower are not the same person, the term Grantor includes Borrower.

20. Grantor and each surety, endorser, and guarantor of the Note waive all demand for payment, presentation for payment, notice of intention to accelerate maturity, notice of acceleration of maturity, protest, and notice of protest, to the extent permitted by law.

21. Grantor agrees to pay reasonable attorney's fees, trustee's fees, and court and other costs of enforcing Lender's rights under this deed of trust if this deed of trust is placed in the hands of an attorney for enforcement.

22. If any provision of this deed of trust is determined to be invalid or unenforceable, the validity or

enforceability of any other provision will not be affected.

23. Grantor represents that this deed of trust and the Note are given for the following purposes:

The debt evidenced by the Note is in payment of the purchase price of the Property; the debt is secured both by this deed of trust and by a vendor's lien on the Property, which is expressly retained in a deed to Grantor of even date. This deed of trust does not waive the vendor's lien, and the lien and the rights created by this deed of trust are cumulative. Lender may elect to foreclose under either of the liens without waiving the other or may foreclose under both

Ezequile Ramirez

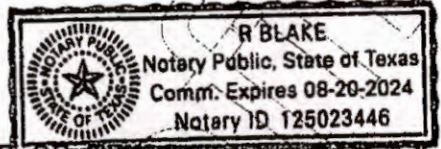
Griselda Ramirez

STATE OF TEXAS

COUNTY OF ECTOR

This instrument was acknowledged before me on Sept 29, 2020, by Ezequile Ramirez.

Notary Public, State of Texas

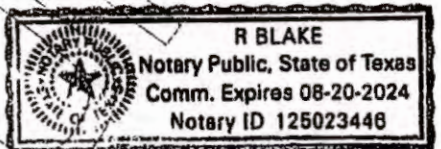


STATE OF TEXAS

COUNTY OF ECTOR

This instrument was acknowledged before me on Sept 29, 2020, by Griselda Ramirez.

Notary Public, State of Texas



**Ector County  
Jennifer Martin  
Ector County Clerk**

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**Instrument Number: 18521**

eRecording - Official Public Records

DEED OF TRUST

Recorded On: September 30, 2020 04:11 PM

Number of Pages: 9

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**" Examined and Charged as Follows: "**

Total Recording: \$54.00

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 18521  
Receipt Number: 20200930000145  
Recorded Date/Time: September 30, 2020 04:11 PM  
User: Ayo A  
Station: CCLERK26

**Record and Return To:**

INGEO CSC



**STATE OF TEXAS  
COUNTY OF ECTOR**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Ector County, Texas.

Jennifer Martin  
Ector County Clerk  
Ector County, TX

*Jennifer Martin*

116

2060930

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Warranty Deed with Vendor's Lien

Date: Sept 29, 2020

Grantor: Sherri J. Dugan, Jerry G. Dugan, Sr., Christina Dugan and Jerry Dugan, Jr.

Grantor's Mailing Address:

5 Digis Circle  
Odessa, TX 79762  
Ector County

Grantee: Ezequile Ramirez and Gricelda Ramirez

Grantee's Mailing Address:

6 Louisiana Cove  
Odessa, Texas 79762  
Ector County

Consideration:

TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date that is in the principal amount of TWO HUNDRED EIGHTY FIVE THOUSAND AND NO/100 DOLLARS (\$285,000.00) and is executed by Grantee, payable to the order of Jose Julian Rubio and Juanita Galvan. The note is secured by a vendor's lien retained in favor of Jose Julian Rubio and Juanita Galvan in this deed and by a deed of trust of even date, from Grantee to Jay Durell, Trustee.

Property (including any improvements):

Lot 30, Block 1, PLANTATION OAKS, 3RD FILING, an Addition to the City of Odessa, Ector County, Texas, according to the map or plat thereof of record in Cabinet A, Page 113-D, Plat Records, Ector County, Texas.

Reservations from Conveyance:

- 1) Any prior mineral reservation of record;
- 2) Present restrictions, if any, existing against said property;
- 3) Existing Building and Zoning Ordinances, if any;
- 4) Easements and Leases that appear of record and any easements visible upon inspection of property; and
- 5) Ad Valorem property taxes not yet due and payable.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property,

COPY

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together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Jose Julian Rubio and Juanita Galvan, at Grantee's request, have paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Jose Julian Rubio and Juanita Galvan and are transferred to Jose Julian Rubio and Juanita Galvan without recourse against Grantor.

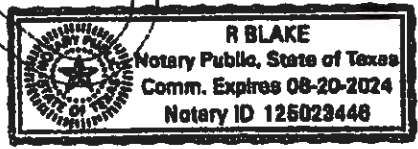
When the context requires, singular nouns and pronouns include the plural.

Sherri J. Dugan  
Sherri J. Dugan  
Jerry G. Dugan Sr.  
Jerry G. Dugan, Sr.  
Christina Dugan  
Christina Dugan  
Jerry Dugan, Jr.  
Jerry Dugan, Jr.

STATE OF TEXAS )  
COUNTY OF EL PASO )

This instrument was acknowledged before me on Sept 29, 2020 by Sherri J. Dugan.

R Blake  
Notary Public

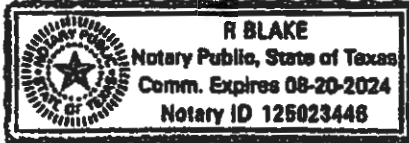




STATE OF Texas )

COUNTY OF Ector )

This instrument was acknowledged before me on Sept 29, 2020 by Jerry G. Dugan, Sr.

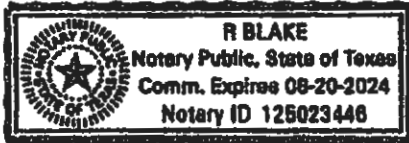


R Blake  
Notary Public

STATE OF Texas )

COUNTY OF Ector )

This instrument was acknowledged before me on Sept 29, 2020 by Christina Dugan.

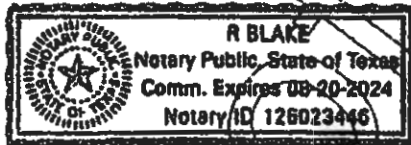


R Blake  
Notary Public

STATE OF Texas )

COUNTY OF Ector )

This instrument was acknowledged before me on Sept 29, 2020 by Jerry Dugan, Jr.



R Blake  
Notary Public

Unrecorded COPY

**Ector County  
Jennifer Martin  
Ector County Clerk**

---

**Instrument Number: 18520**

eRecording - Official Public Records

**WARRANTY DEED**

**Recorded On: September 30, 2020 04:11 PM**

**Number of Pages: 4**

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**\* Examined and Charged as Follows: \***

**Total Recording: \$34.25**

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**\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\***

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

**Document Number:** 18520  
**Receipt Number:** 20200930000145  
**Recorded Date/Time:** September 30, 2020 04:11 PM  
**User:** Ayo A  
**Station:** CCLERK26

**Record and Return To:**

**INGEO CSC**



**STATE OF TEXAS  
COUNTY OF ECTOR**

I hereby certify that this Instrument was FILED In the File Number sequence on the date/time printed hereon, and was duly RECORDED in the Official Records of Ector County, Texas.

Jennifer Martin  
Ector County Clerk  
Ector County, TX

*Jennifer Martin*

BAT 2060930 (Megan)

### CORRECTION INSTRUMENT

**"Original Instrument" Information:**

Document Type: Warranty Deed with Vendor's Lien  
Recording Date: September 30, 2020  
Recording Information: 2020-18320, Ector County, Texas  
Grantor: Sherri J. Dugan, Jerry G. Dugan, Sr., Christina Dugan and Jerry Dugan, Jr.  
Grantee: Ezequiel Ramirez and Griselida Ramirez

**Legal Description:**

Lot 30, Block 1, Plantation Oaks, 3rd Filing, an Addition to the City of Odessa, Ector County, Texas, according to the map or plat of record in Cabinet A, Page 113-D, Plat Records, Ector County, Texas.

**Description of error in Original Instrument:**

1. This is a Correction Instrument pursuant to the provisions of Section 5.028 of the Texas Property Code, regarding the following, non-material change resulting from a clerical or inadvertent error in the Original Instrument:

Grantee's named was misspelled as: Ezequiel Ramirez and Griselida Ramirez

2. The Original Instrument should correction read as follows:

Grantee's name should have been: Ezequiel Ramirez and Griselida Ramirez

Before me the undersigned authority, personally appeared Becky Blake ("Affiant"), who after first being duly sworn, deposes and states as follows:

1. My name is Becky Blake and I am over the age of eighteen (18) years and qualified to execute this Correction Instrument.
2. I am employed as an escrow officer of Permian Basin Title Services, Inc. We Basin Abstract and Title. I closed the transaction relating to the Original Instrument and have personal knowledge of the facts relevant to the correction of the Original Instrument, have reviewed all documents.
3. I hereby certify that I have given notice of this Correction Instrument to each party to the Original Instrument in accordance with the provisions of Section 5.028(d)(2) of the Texas Property Code.

Dated: 10/21/20

Becky Blake  
Name: Becky Blake

STATE OF Texas  
COUNTY OF Ector

The foregoing instrument was sworn to, subscribed and acknowledged before me this 21 day of October, 2020 by Becky Blake who is personally known to me or has produced \_\_\_\_\_ as identification.

My commission expires:



Megan Gossett  
NOTARY PUBLIC

Printed Name of Notary Public

Unofficial Copy

Ector County  
Jennifer Martin  
Ector County Clerk

Instrument Number: 20080

eRecording - Official Public Records

CORRECTION

Recorded On: October 22, 2020 03:53 PM

Number of Pages: 2

" Examined and Charged as Follows: "

Total Recording: \$26.25

\*\*\*\*\* THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*  
Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY  
because of color or race is invalid and unenforceable under federal law.

File Information:

Document Number: 20080  
Receipt Number: 20201022000121  
Recorded Date/Time: October 22, 2020 03:53 PM  
User: Shama R  
Station: CCLERK15

Record and Return To:

INGEO CSC



STATE OF TEXAS  
COUNTY OF ECTOR

I hereby certify that this Instrument was FILED in the File Number sequence on the date/time  
printed hereon, and was duly RECORDED in the Official Records of Ector County, Texas.

Jennifer Martin  
Ector County Clerk  
Ector County, TX

*Jennifer Martin*

**ATTENTION SERVICE MEMBERS: ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING IN ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR 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 SUBSTITUTE TRUSTEE'S SALE**

**WHEREAS, JENNIFER PEREZ ROSA, AN UNMARRIED PERSON AND JOANKEL GARCIA, AN UNMARRIED PERSON** delivered that one certain Deed of Trust dated APRIL 4, 2023, which is recorded in INSTRUMENT NO.: 2023-00005845 of the real property records of ECTOR County, Texas, conveying to the Trustee(s) therein named the real property therein described, to secure the payment of a Promissory Note in the principal amount of \$144,000.00 payable to the order of RESTART CAPITAL, LLC, to which reference is hereby made for a description of the Promissory Note, the terms and covenants of the Deed of Trust, and the property therein conveyed; and

**WHEREAS, default, as same is defined in the Promissory Note and/or the Deed of Trust, has occurred and the outstanding indebtedness on same is now wholly due; and**

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

**WHEREAS, EVERLY MAE REAL ESTATE FUND, LLC, the Mortgagee, or the Mortgage Servicer, has instructed a Substitute Trustee(s) to sell real property described in the Deed of Trust in order to satisfy the indebtedness secured thereby.**

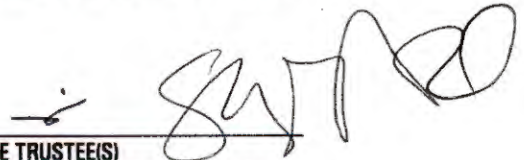
**NOTICE IS HEREBY GIVEN** that on DECEMBER 3, 2024, beginning at 10:00 AM, or not later than three (3) hours after that time, a Substitute Trustee(s) will sell, to the highest bidder submitting cashier's check, certified check or money order, the following described real property:

LOT 10, BLOCK 38, WINDSOR HEIGHTS ADDITION, 4TH FLINING, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN VOLUME 4, PAGE 11, PLAT RECORDS, ECTOR COUNTY, TEXAS.

The sale will occur at that area designated by the Commissioners Court of ECTOR County, Texas, for such sales (OR AT THE FRONT DOOR OF THE COURTHOUSE (WEST ENTRANCE)).

**NOTICE IS FURTHER GIVEN** that the address of MADISON MANAGEMENT SERVICES, LLC, the Mortgagee or Mortgage Servicer, is 4600 KIETZKE LN, STE K-225, RENO, NV 89502. Pursuant to the Texas Property Code, the Mortgagee or Mortgage Servicer is authorized to administer a foreclosure sale. The name and address of a substitute trustee is Michael J. Schroeder, 3610 North Josey Lane, Suite 206, Carrollton, Texas 75007. A Substitute Trustee is authorized by the Texas Property Code to set reasonable conditions for the foreclosure sale. If the sale is set aside, the Purchaser will be entitled only to a return of the purchase price, less any applicable fees and costs, and shall have no other recourse against the mortgagor, the mortgagee, or the substitute trustee.

Dated: NOVEMBER 12, 2024.

  
SUBSTITUTE TRUSTEE(S)  
MICHAEL J. SCHROEDER OR SHELLEY NAIL OR  
DONNA TROUT OR ZANE NAIL OR ZOEY  
FERNANDEZ OR ZIA NAIL

FILE NO.: MISC-1879  
PROPERTY: 1618 E 42ND ST  
ODESSA, TEXAS 79762  
  
JOANKEL GARCIA

NOTICE SENT BY:  
MICHAEL J. SCHROEDER  
3610 NORTH JOSEY LANE, SUITE 206  
CARROLLTON, TEXAS 75007  
Tel: (972) 384-3086  
Fax: (972) 384-1283

FILED THIS 12 DAY OF  
NOV, 2024  
JENNIFER MARTIN, COUNTY CLERK  
ECTOR COUNTY, TEXAS  
BY Shelley Nail DEPUTY



4828558

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**NOTICE OF SUBSTITUTE TRUSTEE'S SALE**

**THE STATE OF TEXAS           §  
  §       **KNOW ALL MEN BY THESE PRESENTS:**  
COUNTY OF ECTOR         §**

**WHEREAS**, on May 6, 2021, **Tex Dame Properties LLC** (herein the "Grantor"), executed and delivered a Deed of Trust (the "Deed of Trust") conveying to **Greg Burgess**, as Trustee, the herein below described property to secure **Prosperity Bank the successor by merger with FirstCapital Bank of Texas**, in the payment of al debts and indebtedness (collectively the "Notes") therein described, the Deed of Trust being filed and recorded under Clerk's Instrument Number 10420 in the Official Public Records of Ector County, Texas, to which reference is hereby made for all purposes; and

**WHEREAS**, default has occurred in the payment of the Notes and the same are now wholly due, and **Prosperity Bank** (the "Beneficiary"), the owner and holder of the Notes, has requested the undersigned to sell the Property to satisfy the Notes; and

**WHEREAS**, the above named Trustee and any previously appointed Substitute Trustee was removed under and in accordance with the Deed of Trust and the Beneficiary designated and appointed **L. David Smith, Shelley Nail, Donna Trout, Zane Nail, Zia Nail and Zoey Fernandez**, **any of whom may act independently** as Substitute Trustee to enforce the Trust, and any of whom may conduct the sale of the Property and may be contacted as indicated on the signature block below.

**NOW, THEREFORE**, pursuant to the authority conferred upon me by the Deed of Trust, **I, L. David Smith**, hereby give notice that I or one of the other Substitute Trustees whose names and addresses are set out below, will sell the Property at public auction to the highest bidder, for cash,

on **Tuesday, December 3, 2024**. The earliest time at which the sale will occur shall be at **10:00 o'clock A.M.** and it may take place not later than three hours after said time, and the sale shall take place in the area which has been designated as the area for foreclosures to take place, being the front door of the Ector County Courthouse (West Entrance) or as designated by the Ector County Commissioner's Court as the area for foreclosures to be held. This conveyance will be made subject to any exceptions referenced in the Deed of Trust to the extent the same are still in effect and shall not cover any part of the Property that has been released from the liens of the Deed of Trust. The Property that will be sold at the foreclosure sale includes the following described real property, together with all improvements and fixtures thereon and appurtenances thereto:

Lot 14, Block 19, Rhoades replat of Bellaire Heights, an addition to the City of Odessa, Ector County, Texas, according to map or plat thereof of record in Volume 3, Page 43, of the Plat Records of Ector County, Texas.

THE SALE OF THE PROPERTY IS "AS-IS" AND "WHERE-IS" AND WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND BY THE SUBSTITUTE TRUSTEE, EXPRESS, IMPLIED, STATUTORY, QUASI-STATUTORY OR OTHERWISE, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE BEING EXPRESSLY DISCLAIMED. THE SUBSTITUTE TRUSTEE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE COMPLIANCE WITH THE LAWS, RULES, AGREEMENTS OR SPECIFICATIONS, CONDITION, QUALITY, CAPACITY, DESIGN, OPERATION, ABSENCE OF ANY LATENT DEFECTS OR ANY OTHER WARRANTY OR REPRESENTATION WHATSOEVER WITH RESPECT TO THE PROPERTY, ALL OF WHICH ARE EXPRESSLY WAIVED BY PURCHASER.

#### **SUBSTITUTE TRUSTEES**

**NOTICE IS HEREBY PROVIDED THAT ONE OF THE FOLLOWING NAMED SUBSTITUTE TRUSTEES WHOSE ADDRESS AND CONTACT INFORMATION FOR PURPOSES HEREOF IS AS FOLLOWS MAY CONDUCT THE SALE:**

**L. David Smith, Shelley Nail, Donna Trout, Zane Nail, Zia Nail and Zoey Fernandez**  
c/o L. David. Smith  
2618 Kittansett Circle  
Katy Texas 77450

Telephone: (281)788-3666  
Email: ldslaw7@gmail.com

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

Dated this 8<sup>th</sup> day of November, 2024.

L. David Smith Substitute Trustee

L. David. Smith, Substitute Trustee  
2618 Kittansett Circle  
Katy Texas 77450  
Telephone: (281) 788-3666  
Email: ldslaw7@gmail.com

Postell/RJ  
JWS  
11-2024

FILED THIS 18 DAY OF  
NOV, 20 24  
JENNIFER MARTIN, COUNTY CLERK  
ECTOR COUNTY, TEXAS  
BY [Signature] DEPUTY