# APPOINTMENT OF SUBSTITUTE TRUSTEE and NOTICE OF TRUSTEE SALE

THE STATE OF TEXAS COUNTY OF FUTOR

Deed of Trust Date: January 24, 2020 Property address: 605 EAST 95TH STREET ODESSA, 1X 79765

Granter(s)/Mortgagor(s): CHRISTOPHER GUERRERO AND REBECCA GUERRERO, A MARRIED COUPLE

LEGAL DESCRIPTION: THE FOLLOWING DESCRIBED PROPERTY, TO WIT LOT 3, BLOCK 22, NORTH PARK ADDITION, 9TH FILING, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OF PLAT OF RECORD IN CABINET B. PAGE 93-A, PLAT RECORDS, ECTOR COUNTY, TEXAS.

Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR AMERIHOME MORTGAGE COMPANY, LLC HS SUCCESSORS AND ASSIGNS

Current Mortgagee: AMERIHOME MORTGAGE COMPANY, LLC

Property County: ECTOR

Recorded on: February 14, 2020 As Clerk's File No.: 2020-2894 Mortgage Servicer:

AMERIHOME MORTGAGE COMPANY, LLC

Earliest Time Sale Will Begin: 10:00 AM

Date of Sale: JANUARY 7, 2025

Original Trustee: THOMAS L. REACK, JR.

Substitute Trustee:

Ramiro Cuevas, Jonathan Schendel, Angie Uselton, Charles Green, Lisa Bruno, Patrick Zwiers, Conrad Walface, Kristopher Holub, Dana Kamin, Joshua Sanders, Matthew Hansen, Aleena Litton, Auction.com, Bobby Fletcher, David Ray, Dana Dennen, Shelley Nail, Donna Frout, Zaue Nail, Zia Nail, Zoey Fernandez, Catherine Carroll, Kristina McCrary, Marinosci Law Group PC

Substitute Trustee Address: co Marinosci Law Group, PC 16415 Addison Road, Suite 725 Addison, TX 75001 (972) 331-2300

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 MORTGAGE OR MORTGAGE SERVICER.

The current Mortgagee and/or Mortgage Servicer under said Deed of Trust, according to the provisions therein set out does hereby remove the original trustee and all successor substitute trustees and appoints in their stead Ramiro Cuevas. Jonathan Schendel, Angie Uselton, Charles Green. Usa Brano, Patrick Zwiers, Conrad Wallace, Kristopher Holub, Dana Kamin, Joshua Sanders, Matthew Hansen, Aleena Uitton, Auction.com. Bobby Fletcher, David Ray, Dana Dennen, Shelley Nail, Donna Trout, Zane Nail, Zoey Fernandez, Catherine Carroll, Kristina McCrary, Marinosei Law Group PC, 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 Mortgagee therein.

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

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on TUESDAY, JANUARY 7, 2025 between ten o'clock AM and four o'clock PM and beginning not earlier than 10:00 AM or not later than three hours thereafter. The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The safe will be conducted at the Ector County Courthouse, 300 N. Grant, Odessa, TX 79761 as designated by the Commissioners' Court, of said county pursuant to Section 51,002 of the Texas Property Code as amended: if no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this notice was posted.

AMFRIBOME MORIGIAGE COMPANY, LLC, who is the Mortgagee and or Mortgage Services of the Note and Deed of Trust associated with the above referenced four. 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 debt

ACTIVE MILITARY SERVICE NOTICE

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

WITNESS MY HAND. 10/09/2024

THE STATE OF TEXAS COUNTY OF DALLAS

Before me. Mathe Knoch Kig . the undersigned officer, on this, the Ughday of October appeared SAMMY HOODA, a known to me, who identified herself himself to be the MANAGING ATTORNLY of MARINOSCI LAW GROUP PC, the person and officer whose name is subscribed to the foregoing instrument, and being authorized to do so, acknowledged that (s)he had executed the foregoing instrument as the act of such corporation for the purpose and consideration described and in the capacity stated.

Witness my hand and official seal

(SEAL)

My Commission Expires: 07/16/2028 Matthew Kanth Kog

Granter.

AMERIHOME MORTGAGE COMPANY, LLC. Reuleu to MARINOSCI LAW GROUP, P.C. 425 PHILLIPS BOULEVARD

Posted by Nonna

MATTHEW KENNETH KING Notary ID #129055957 My Commission Expires July 16, 2028

EWING, NJ 08618 Our File No. 22-04458 MARINOSCI & BAXTER 16415 Addison Road, Suite 725

Addison, TX 75001

FILED THIS 10 DAY OF

JENNIFER MARTIN, COUNTY CLERK

BY JOHN DEPUTY

2200 CATALINA DR ODESSA, TX 79763 00000010273944

#### NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

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

1. Date, Time, and Place of Sale.

Date: January 07, 2025

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 February 21, 2014 and recorded in Document CLERK'S FILE NO. 2014-00002371; AS AFFECTED BY LOAN MODIFICATION AGREEMENTS CLERK'S FILE NO'S. 2017-00017314, 2022-00008832 & 2023-00011038 real property records of ECTOR County, Texas, with JASON PINEDA AND ESMERALDA PINEDA, 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 JASON PINEDA AND ESMERALDA PINEDA, HUSBAND AND WIFE, securing the payment of the indebtednesses in the original principal amount of \$132,554.00, 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

FILED THIS 11 DAY OF

October, 20 24

JENNIFER MARTIN, COUNTY CLERK ECTOR COUNTY, TEXAS

BY Janua quala DEPUTY

NTSS00000010273944

00000010273944

2200 CATALINA DR ODESSA, TX 79763

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 herby remove the original trustee and all successor substitute trustees and appoints in their steed 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.

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Israel Saucedo

#### Certificate of Posting

Rich a Danze

My name is		and my	address	is c/o	4004	Belt Lin	e Road,	Suite	100
Addison, Texas 75001-4320. I declare under p	penalty of perjury	that on				1	filed a	t the	offic
of the ECTOR County Clerk and caused to be posted	at the ECTOR Cour	nty courth	ouse this n	otice of	sale.				
Declarants Name:									
Declarants Name:									
Date:									

00000010273944

**ECTOR** 

## EXHIBIT "A"

LOT 8, BLOCK 69, 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

FCTX\_NTSS.rpt (11/17/2.020)-S Ver-03

#### OTICE OF SUBSTITUTE TRUSTEE SALE

RA NICOLE MCANELLY, SINGING PRO FORMA FECT LIEN ONLY.
Beneficiary/Mortgagee: MAC LOAN SERVICES, LLC
County:
e Servicer's Address: wnsgate Rd, Suite 200, Village, CA 91361
Time Sale Will Begin: 10:00 AM

Legal Description: LOT 13, BLOCK 12, REPLAT OF BECKWOOD TERRACE, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 8, PAGE 40, 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 Mortgage 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 heneficiary 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: 10/15/2024

Thuy Frazier, Attorney McCarthy & Holthus, LLP

1255 West 15th Street, Suite 1060

Plano, TX 75075

Loan Type: FHA

Attorneys for PennyMac Loan Services, LLC

MH File Number: TX-24-104584-POS

Printed Name

Substitute Trustee c/o Auction.com

1255 West 15th Street, Suite 1060

Plano, TX 75075

FILED THIS 17th DAY OF

OCTOPUR, 20 24

JENNIFER MARTIN, COUNTY CLERK

BY Sharpe Marue DEPUTY

# NOTICE OF FORECLOSURE SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

Property:

The Property to be sold is described as follows:

BEING LOT ONE (1), BLOCK TWO (2), WEDGEWOOD ADDITION, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN VOLUME 7, PAGE 38, PLAT RECORDS OF ECTOR COUNTY, TEXAS.

Security Instrument:

Deed of Trust dated September 8, 2016 and recorded on September 12, 2016 at Instrument Number 2016-00013589 in the real property records of ECTOR County,

Texas, which contains a power of sale.

Sale Information:

January 7, 2025, 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 JERIMI DOMINEY AND NORMA DOMINEY secures the repayment of a Note dated September 8, 2016 in the amount of \$181,623.00. LAKEVIEW LOAN SERVICING, LLC, whose address is c/o LoanCare, LLC, 3637 Sentara Way, Virginia Beach, VA 23452, is the current mortgagee of the Deed of Trust and Note and LoanCare, 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.

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## Nicki Company

requirements

De Cubas & Lewis, P.C. Nicki Compary, Attorney at Law PO Box 5026 Fort Lauderdale, FL 33310 Substitute Trustee(s): Bobby Fletcher, Jonathan Schendel, Angie Uselton, 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

day of the day of the

JENNIFER MARTIN, COUNTY CLERK
ECTOR COUNTY, TEXAS
BY JULY 3016 DEPUTY

# NOTICE OF FORECLOSURE SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

Property:

The Property to be sold is described as follows:

LOT 9, BLOCK 11, DOROTHY LEA ADDITION, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 4, PAGE 43, PLAT RECORDS,

ECTOR COUNTY, TEXAS.

Security Instrument:

Deed of Trust dated April 29, 2022 and recorded on May 2, 2022 at Instrument Number 2022-00009455 in the real property records of ECTOR County, Texas, which contains a

power of sale.

Sale Information:

January 7, 2025, 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 SINDY ADRIANA CUEVAS HERNANDEZ secures the repayment of a Note dated April 29, 2022 in the amount of \$134,518,00. 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 Compary, Attorney at Law PO Box 5026 Fort Lauderdale, FL 33310 Substitute Trustee(s): Bobby Fletcher, Jonathan Schendel, Angie Uselton, 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

declare under penalty of perjury that on the day of 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).

october, 20 24

JENNIFER MARTIN, COUNTY CLERK

ECTOR COUNTY, TEXAS

# NOTICE OF SUBSTITUTE TRUSTEE'S SALE

T.S. #: 2024-11031-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:

1/7/2025

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 6, Block 29, North Park Addition, 11th Filing, an Addition to the City of Odessa, Ector County, Texas, according to the map or plat of record in Cabinet B, Page 109-C, Plat Records, Ector County, Texas.

Commonly known as: 421 E 96TH ST ODESSA, TX 79765

<u>Instrument to be Foreclosed</u> – The instrument to be foreclosed is the Deed of Trust dated 9/12/2022 and recorded in the office of the County Clerk of Ector County, Texas, recorded on 9/16/2022 under County Clerk's File No 2022-00018781, in Book – and Page – of the Real Property Records of Ector County, Texas.

Grantor(s):

Alec M Bereza and Mouksa Mina Bereza, husband and wife

**Original Trustee:** 

John A Douglas

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 SecurityNational Mortgage Company, 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.



#### T.S. #: 2024-11031-TX

<u>Terms of Sale</u> - 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 by not limited to (1) the promissory note in the original principal amount of \$230,743.00, executed by Alec M Bereza and Mouksa Mina Bereza, husband and wife, and payable to the order of Mortgage Electronic Registration Systems, Inc., as Beneficiary, as nominee for SecurityNational Mortgage Company, 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. #: 2024-11031-TX

<u>Default and Request to Act</u> - 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 Au C

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, Wester 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

FILED THIS DY DAY OF
OCTOBER , 20 DY
JENNIFER MARTIN, COUNTY CLERK
ECTOR COUNTY, TEXAS
BY JAMES SALES PEPUTY

313 EAST 95TH STREET ODESSA, TX 79765 00000010211977

#### NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

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

1. Date, Time, and Place of Sale.

Date:

January 07, 2025

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 February 17, 2012 and recorded in Document CLERK'S FILE NO. 2012-00002595; AS AFFECTED BY LOAN MODIFICATION AGREEMENT CLERK'S FILE NO. 2022-00020681 real property records of ECTOR County, Texas, with JOE A SANCHEZ AND ARACELY SANCHEZ, 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 JOE A SANCHEZ AND ARACELY SANCHEZ, HUSBAND AND WIFE, securing the payment of the indebtednesses in the original principal amount of \$134,038.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. WELLS FARGO BANK, N.A. is the current mortgagee of the note and Deed of Trust or Contract Lien.
- 5. Property to Be Sold. The property to be sold is described in the attached Exhibit A.
- 6. Mortgage Servicer Information. The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. WELLS FARGO BANK, N.A., as Mortgage Servicer, is representing the current mortgagee, whose address is:

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

FCTX\_NTSS.rpt (11/17/2020)-S Ver-03



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Page 1 of 3

14

1 of 3

313 EAST 95TH STREET ODESSA, TX 79765 00000010211977

00000010211977

**ECTOR** 

## EXHIBIT "A"

LOT 2, BLOCK 16, NORTH PARK ADDITION, 7TH FILING, AN ADDITION TO THE CITY OF DDESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET B, PAGE 67-A, PLAT RECORDS, ECTOR COUNTY, TEXAS.

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Page 3 of 3

10/24/2024, 3:31 PM

313 EAST 95TH STREET ODESSA, TX 79765

00000010211977

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 herby remove the original trustee and all successor substitute trustees and appoints in their steed 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.

Ruth a Days

Israel Saucedo

#### Certificate of Posting

My name is	, and	d my	address	is	c/o	4004	Belt	Line	Road	Suite	100.
Addison, Texas 75001-4320. I declare under penalty of perjudit of the ECTOR County Clerk and caused to be posted at the ECTOR C	ury th	nat on							filed		
Declarants Name:											
Date:											

FILED THIS 25 DAY OF

JENNIFER MARTIN, COUNTY CLERK

BY SIGNO DEPUTY

FCTX\_NTSS.rpt (11/17/2020)-S Ver-03

Page 2 of 3

Our Case No. 21-04328-FC

# APPOINTMENT OF SUBSTITUTE TRUSTEE and NOTICE OF TRUSTEE SALE

THE STATE OF TEXAS COUNTY OF ECTOR

Deed of Trust Date: December 13, 2019 **Property address:** 7346 W PILE RANCH RD ODESSA, TX 79765-0000

Grantor(s)/Mortgagor(s):

REYNALDO HERNANDEZ, AN UNMARRIED MAN

**LEGAL DESCRIPTION:** Lot 2, Block 32, of HOMESTEAD AT PARKS BELL RANCH, 3RD FILING, an Addition to the City of Odessa, Ector County, Texas, according to the map or plat recorded in Cabinet C, Page 31C-D and Corrected in Cabinet C, Page 40A-B, Plat Records of Ector County, Texas.

Original Mortgagee:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR DHI MORTGAGE COMPANY, LTD.. ITS SUCCESSORS AND ASSIGNS

Current Mortgagee:

PENNYMAC LOAN SERVICES, LLC

Property County: ECTOR

Recorded on: December 13, 2019 As Clerk's File No.: 2019-23708

Mortgage Servicer:

PENNYMAC LOAN SERVICES. LLC

Earliest Time Sale Will Begin: 10:00 AM

Date of Sale: JANUARY 7, 2025

Original Trustee: ANGELA R HERNANDEZ

Substitute Trustee:

Catherine Carroll, Donna Trout, Kristina McCrary, Shelley

Nail, Marinosci Law Group PC

Substitute Trustee Address:

c/o Marinosci Law Group, P.C. 16415 Addison Road, Suite 725 Addison, TX 75001

(972) 331-2300

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 current Mortgagee and/or Mortgage Servicer under said Deed of Trust, according to the provisions therein set out does hereby remove the original trustee and all successor substitute trustees and appoints in their stead Catherine Carroll, Donna Trout, Kristina McCrary, Shelley Nail, Marinosci Law Group PC, 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 Mortgagee therein.

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

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on TUESDAY, JANUARY 7, 2025 between ten o'clock AM and four o'clock PM and beginning not earlier than 10:00 AM or not later than three hours thereafter. 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 be conducted at the Ector County Courthouse, 300 N. Grant, Odessa, TX 79761 as designated by the Commissioners' Court, of said county pursuant to Section 51.002 of the Texas Property Code as amended; if no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this notice was posted.

PENNYMAC LOAN SERVICES, LLC, who is the Mortgagee and/or Mortgage Servicer of the Note and Deed of Trust associated with the above referenced loan. 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 debt.

ACTIVE MILITARY SERVICE NOTICE

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

WITNESS MY HAND, 10/24/24

MARINOSCI LAW GROOP, P.C.

By: \_\_\_\_\_

MANAGING ATTORNEY

Notary Public for the State of TEXAS

My Commission Expires:

Printed Name and Notary Public

THE STATE OF TEXAS COUNTY OF DALLAS

Before me, ADM MURPLY, the undersigned officer, on this, the Dyday of OCT 2024, personally appeared SAMMY HOODA, I known to me, who identified herself/himself to be the MANAGING ATTORNEY of MARINOSCI LAW GROUP PC, the person and officer whose name is subscribed to the foregoing instrument, and being

authorized to do so, acknowledged that (s)he had executed the foregoing instrument as the act of such corporation for the purpose

and consideration described and in the capacity stated.

Witness my hand and official seal

(SEAL)

ADAM MURPHY
Notary ID #126481378
My Commission Expires
October 19, 2028

Grantor: PENNYMAC LOAN SERVICES, LLC R

3043 TOWNSGATE ROAD, #200 WESTLAKE VILLAGE, CA 91361

Our File No. 21-04328

Datum to:

MARINOSCI LAW GROUP, P.C.

MARINOSCI & BAXTER 16415 Addison Road, Suite 725

Addison, TX 75001

FILED THIS

DAY OF

JENNIFER MARTIN, COUNTY CLERK

ECTOR COUNTY, TEXAS

DEPUTY

#### NOTICE OF FORECLOSURE SALE

Property:

The Property to be sold is described as follows:

LOT 5, BLOCK 39, NORTH PARK ADDITION, 13TH FILLING, PHASE II, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET B, PAGE 137-

D AND 138-A, PLAT RECORDS, ECTOR COUNTY, TEXAS.

Security Instrument:

Deed of Trust dated November 13, 2019 and recorded on November 15, 2019 as Instrument Number 20908 in the real property records of ECTOR County, Texas, which contains a power of sale.

Sale Information:

January 07, 2025, 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 ASHLEY HERNANDEZ AND HERMAN RODRIGUEZ secures the repayment of a Note dated November 13, 2019 in the amount of \$272,179.00. FREEDOM MORTGAGE CORPORATION, whose address is c/o Freedom Mortgage Corporation, 951 Yamato Road, Suite 175, Boca Raton, FL 33431, is the current mortgagee of the Deed of Trust and Note and Freedom Mortgage Corporation 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.

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.

factor alendary

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, declare under penalty of perjury that on the day of requirements of ECTOR County, Texas and Texas Property Code sections 51.002(b)(1) and 51.002(b)(2).

THE ORIGINAL WAS

FILED THIS OF DAY O

JENNIFER MARTIN, COUNTY CLERK

ECTOR COUNTY, TEXAS

# 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.: 128983-TX

Date: October 30, 2024

County where Real Property is Located: Ector

ORIGINAL MORTGAGOR:

SOPHIA BERNAL, A SINGLE PERSON

ORIGINAL MORTGAGEE:

MILA, INC., D/B/A MORTGAGE INVESTMENT LENDING

ASSOCIATES, INC.

**CURRENT MORTGAGEE:** 

MCLP ASSET COMPANY, INC.

MORTGAGE SERVICER:

NewRez LLC D/B/A Shellpoint Mortgage Servicing

DEED OF TRUST DATED 3/29/2004, RECORDING INFORMATION: Recorded on 4/5/2004, as Instrument No. 4832 in Book 1827 Page 373

SUBJECT REAL PROPERTY (LEGAL DESCRIPTION): LOT 6, BLOCK 76, SHERWOOD ADDITION, 10TH FILING, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF OF RECORD IN VOLUME 16, PAGE 44, PLAT RECORDS, ECTOR COUNTY, TEXAS.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on 1/7/2025, 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.

NewRez LLC D/B/A Shellpoint Mortgage Servicing is acting as the Mortgage Servicer for MCLP ASSET COMPANY, INC. who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. NewRez LLC D/B/A Shellpoint Mortgage Servicing, as Mortgage Servicer, is representing the Mortgagee, whose address is:

MCLP ASSET COMPANY, INC. c/o NewRez LLC D/B/A Shellpoint Mortgage Servicing 55 Beattie Place, Suite 100 Greenville, South Carolina 29601-2743

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 Page 1 of 2



AP NOS/SOT 08212019

Matter No.: 128983-TX

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 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, 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 Auction.com, 1 Mauchly, Irvine, CA 92618.

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

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

JENNIFER MARTIN, COUNTY CLERK

ECTOP COUNTY, TEXAS

BY AMM WIND DEPUTY

#### NOTICE OF SUBSTITUTE TRUSTEE SALE

Deed of Trust Date: 4/25/2013	Grantor(s)/Mortgagor(s): NATHAN SHERMAN, AN UNMARRIED MAN	
Original Beneficiary/Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") SOLELY AS A NOMINEE FOR PRIMEWEST MORTGAGE CORPORATION, ITS SUCCESSORS AND ASSIGNS	Current Beneficiary/Mortgagee: Wells Fargo Bank, N.A.	
Recorded in: Volume: N/A Page: N/A Instrument No: 2013-00006878	Property County: ECTOR	
Mortgage Servicer: Wells Fargo Bank, N.A. is representing the Current Beneficiary/Mortgagee under a servicing agreement with the Current Beneficiary/Mortgagee.	Mortgage Servicer's Address: 1 Home Campus, MAC 2301-04C, West Des Moines, IA 50328	
Date of Sale: 1/7/2025	Earliest Time Sale Will Begin: 10:00 AM	
Place of Sale of Property: Ector County Courthouse, 300 N. Grant, Odessa, COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE	TX 79761 OR IN THE AREA DESIGNATED BY THE TEXAS PROPERTY CODE.	

Legal Description: LOT 19, BLOCK 2, TERRACE HILLS ADDITION, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 4, PAGE 47, 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 eash 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: 11/4/2024

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

MH File Number: TX-24-105055-POS

Dated

Printed Name

Substitute Trustee c/o Auction.com

1255 West 15th Street, Suite 1060

Plano, TX 75075

JENNIFER MARTIN. COUNTY CLERK

Loan Type: FHA

#### NOTICE OF SUBSTITUTE TRUSTEE'S SALE

**ECTOR County** 

Deed of Trust Dated: June 13, 2017

Amount: \$133,000.00

Grantor(s): JERRY BROUGHTON and MISTI BROUGHTON

Original Mortgagee: VETERANS LAND BOARD OF THE STATE OF TEXAS, STATE AGENCY

Current Mortgagee: Veterans Land Board of the State of Texas

Mortgagee Address: Veterans Land Board of the State of Texas, 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047

Recording Information: Document No. 2017-00009056

Legal Description: 18.48 ACRES OF LAND BEING LOTS 7 AND 8, BLOCK 28, PLEASANT FARMS SUBDIVISION, 3RD FILING, A SUBDIVISION OF ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 14, PAGE 18, PLAT

RECORDS OF ECTOR COUNTY, TEXAS.

Date of Sale: January 7, 2025 between the hours of 10:00 AM and 1:00 PM.

Earliest Time Sale Will Begin: 10:00 AM

Place of Sale: The foreclosure sale will be conducted at public venue in the area designated by the ECTOR County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place, or if no place is designated by the Commissioners Court, the sale will be conducted at the place where the Notice of Trustee's Sale was posted.

JONATHAN SCHENDEL OR ANGIE USELTON, CHARLES GREEN, JOSHUA SANDERS, LISA BRUNO, RAMIRO CUEVAS, PATRICK ZWIERS, CONRAD WALLACE, KRISTOPHER HOLUB, DANA KAMIN, MATTHEW HANSEN, ALEENA LITTON, BOBBY FLETCHER, DAVID RAY, DANA DENNEN, SHELLEY NAIL, DONNA TROUT, ZANE NAIL, ZIA NAIL, ZOEY FERNANDEZ, CASSIE MARTIN OR JOHNIE EADS have been appointed as Substitute Trustee(s), ('Substitute Trustee') each empowered to act independently, in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust. The Substitute Trustee will sell the Property by public auction to the highest bidder for cash at the place and date specified. The bale 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 Mortgagoe's attorney.

NOTICE IS FURTHER GIVEN that, except to the extent that the Substitute Trustee(s) may bind and obligate the Mortgagors to warrant title to the Property under the terms of the Deed of Trust, conveyance of the Property shall be made 'AS IS' 'WHERE IS' without any representations and warranties whatsoever, express or implied, and subject to all matters of record affecting the Property.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901 et seq.), and state law, including Section 51.015 Texas Property Code. 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.

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.

Anthony Adma Garcin, ATTORNEY AT LAW HUGHES, WATTERS & ASKANASE, L.L.P.

1201 Louisiana, SUITE 2800 Houston, Texas 77002

Reference: 2022-001308

Printed Name:

14800 Landmark Blvd, Suite 850

Addison, TX 75254

JENNIFER MARTIN, COUNTY CLERK

ECTOR COUNTY, TEXAS

DEPU'TY

#### NOTICE OF SUBSTITUTE TRUSTEE'S SALE

**ECTOR County** 

Deed of Trust Dated: September 30, 2021

Amount: \$408,405.00 Grantor(s): BRAD MINTKEN

Original Mortgagee: ASSURANCE FINANCIAL GROUP, LLC Current Mortgagee: ASSURANCE FINANCIAL GROUP, LLC

Mortgagee Address: ASSURANCE FINANCIAL GROUP, LLC, 1 Corporate Drive, Suite 360, Lake Zurich, IL 60047

Recording Information: Document No. 2021-21067

Legal Description: LOT 4, EXCEPT THE NORTH 340.54 FEET (N/340.54') THEREOF, BLOCK 39, REPLAT OF A PORTION OF LOTS 8 AND 9, BLOCK 40 AND LOT 1, BLOCK 39, AIRWAY ACRES, 2ND FILING, A SUBDIVISION OF ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET A, PAGE 2-C, PLAT RECORDS, ECTOR COUNTY, TEXAS.

Date of Sale: January 7, 2025 between the hours of 10:00 AM and 1:00 PM.

Earliest Time Sale Will Begin: 10:00 AM

Place of Sale: The foreclosure sale will be conducted at public venue in the area designated by the ECTOR County Commissioners Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place, or if no place is designated by the Commissioners Court, the sale will be conducted at the place where the Notice of Trustee's Sale was posted.

JONATHAN SCHENDEL OR ANGIE USELTON, CHARLES GREEN, JOSHUA SANDERS, LISA BRUNO, RAMIRO CUEVAS, PATRICK ZWIERS, CONRAD WALLACE, KRISTOPHER HOLUB, DANA KAMIN, MATTHEW HANSEN, ALEENA LITTON, BOBBY FLETCHER, DAVID RAY, DANA DENNEN, SHELLEY NAIL, DONNA TROUT, ZANE NAIL, ZIA NAIL, ZOEY FERNANDEZ, CASSIE MARTIN OR JOHNIE EADS have been appointed as Substitute Trustee(s), ('Substitute Trustee') each empowered to act independently, in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust. 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. 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 Mortgagee's attorney.

NOTICE IS FURTHER GIVEN that, except to the extent that the Substitute Trustee(s) may bind and obligate the Mortgagors to warrant title to the Property under the terms of the Deed of Trust, conveyance of the Property shall be made 'AS IS' 'WHERE IS' without any representations and warranties whatsoever, express or implied, and subject to all matters of record affecting the Property.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Servicemembers Civil Relief Act (50 U.S.C. §§ 3901 et seq.), and state law, including Section 51.015 Texas Property Code, 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.

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.

Anthony Adso Garcia, ATTORNEY AT LAW HUGHES, WATTERS & ASKANASE, L.L.P.

1201 Louisiana, SUITE 2800

Houston, Texas 77002 Reference: 2024-000240 Printed Name:

c/o Auction.com, LI 1 Mauchly

Irvine, California 92618

JENNIFER MARTIN, COUNTY CLERK

FILED THIS A DAY OF

ECTOR COUNTY, TEXAS

Y JUM DEPUTY

Our Case No. 24-05488 FC

# APPOINTMENT OF SUBSTITUTE TRUSTEE and NOTICE OF TRUSTEE SALE

THE STATE OF TEXAS COUNTY OF ECTOR

Deed of Trust Date: July 18, 2022 Property address: 265 MCCABE AVE ODESSA, TX 79763

Grantor(s)/Mortgagor(s):
BOBBY TAYLOR AND KAREN TAYLOR, HUSBAND
AND WIFE

LEGAL DESCRIPTION: Lot 16, Block 1, McCABE ADDITION, PHASE II, a Subdivision of Ector County, Texas, according to the map or plat thereof of record in Volume B, Page 174-D, Plat records of Ector County, Texas.

Original Mortgagee:
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,
INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR
NATIONS LENDING CORPORATION ITS SUCCESSORS
AND ASSIGNS

Current Mortgagee: LAKEVIEW LOAN SERVICING, LLC

Property County: ECTOR

Recorded on: July 20, 2022 As Clerk's File No.: 2022-00015033 Mortgage Servicer:

LAKEVIEW LOAN SERVICING, LLC

Earliest Time Sale Will Begin: 10:00 AM

Date of Sale: JANUARY 7, 2025

Original Trustee: R CHRISTOPHER BAKER

#### 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, Catherine Carroll, Kristina McCrary, Marinosci Law Group PC

Substitute Trustee Address: c/o Marinosci Law Group, P.C. 16415 Addison Road, Suite 725 Addison, TX 75001 (972) 331-2300

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 current Mortgagee and/or Mortgage Servicer under said Deed of Trust, according to the provisions therein set out 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, Bohby Fletcher, David Ray, Dana Dennen, Shelley Nail, Donna Trout, Zane Nail, Zia Nail, Zoey Fernandez, Catherine Carroll, Kristina McCrary, Marinosci Law Group PC, 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

*3b* 

R

hereby request, authorize and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the Mortgagee therein.

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

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on TUESDAY, JANUARY 7, 2025 between ten o'clock AM and four o'clock PM and beginning not earlier than 10:00 AM or not later than three hours thereafter. 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 be conducted at the Ector County Courthouse, 300 N. Grant, Odessa, TX 79761 as designated by the Commissioners' Court, of said county pursuant to Section 51.002 of the Texas Property Code as amended; if no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this notice was posted.

LAKEVIEW LOAN SERVICING, LLC, who is the Mortgagee and/or Mortgage Servicer of the Note and Deed of Trust associated with the above referenced loan. 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 debt.

ACTIVE MILITARY SERVICE NOTICE

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

WITNESS MY HAND, 11/20/24

MARINOSCI LAW GROUP, P.C.

SAMMY HOODA

MANAGING ATTORNEY

THE STATE OF TEXAS
COUNTY OF DALLAS

Before me, HOOM MURPLY, the undersigned officer, on this, the Od day of NOV 2024, person

appeared SAMMY HOODA, 
known to me, who identified herself/himself to be the MANAGING ATTORNEY of

MARINOSCI LAW GROUP PC, the person and officer whose name is subscribed to the foregoing instrument, and being

authorized to do so, acknowledged that (s)he had executed the foregoing instrument as the act of such corporation for the purpose

and consideration described and in the capacity stated.

Witness my hand and official seal

(SEAL)

Notary Public for the State of TEXAS

My Commission Expires: 10-19-28

Printed Name and Notary Public

Grantor:

LAKEVIEW LOAN SERVICING, LLC

ADAM MURPHY Notary ID #126481378 My Commission Expires

October 19, 2028

3637 SENTARA WAY

SUITE 303

VIRGINIA BEACH, VA 23452

Our File No. 24-05488

Return to:

MARINOSCI LAW GROUP, P.C. MARINOSCI & BAXTER

Digital Suite 725

Addison, TX 75001

JENNIFER MARTIN, COUNTY CLERK

ECTOR COUNTY, TEXAS

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:

January 4, 2014

Grantor(s):

Alicia M. Mancha, an unmarried woman, also known as Alicia Mancha

Original

Mortgage Electronic Registration Systems, Inc., as nominee for Quicken Loans

Mortgagee:

Inc.

Ector

Original Principal:

\$96,525.00

Recording

2014-00000487

Information:

**Property County:** Property:

LOT 12, BLOCK 54, SHERWOOD ADDITION, 6TH FILING, AN ADDITION

TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 5, PAGE 9, PLAT RECORDS,

ECTOR COUNTY, TEXAS.

Property Address:

1323 East 52nd Street

Odessa, TX 79762

#### 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 75 Beattie Place

Address:

Greenville, SC 29601

#### SALE INFORMATION:

Date of Sale:

January 7, 2025

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

546 Silicon Dr., Suite 103 Trustee Address: 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.
- 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.
- 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.

PLG File Number: 24-012839-1

Plous

Michael J. Burns / Jonathan Smith/ Gabrielle A. Davis/ Paige Jones
My name is
Declarant's Name: Archey NACI
Date: 11-26-24
Padgett Law Group 546 Silicon Dr., Suite 103 Southlake, TX 76092 TXAttorney@PadgettLawGroup.com (850) 422-2520
WITNESS MY HAND this 26 day of 100 2024

November, 20 24

JENNIFER MARTIN, COUNTY CLERK

ECTOR COUNTY, TEXAS

BY Company DEPUTY

# THE STATE OF TEXAS COUNTY OF ECTOR

## NOTICE OF TRUSTEE'S SALE

WHEREAS, On the 28th day of January, 2015, Nkundimana Jonas and Chantal Nakirindo, executed a Deed of Trust conveying to JIMMY W. PEACOCK, a Trustee, the real estate hereinafter described to secure R. CAROL PUGH, in the payment of a debt therein described, said Deed of Trust being recorded in Document Number 2015-00001459, in the Official Public Records of Ector County, Texas; and

WHEREAS, Default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder of said debt has requested the undersigned to sell said property to satisfy said indebtedness.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN That on Tuesday, the 7th day of January, 2025, I will sell said real estate at the front (West Entrance) door of the County Court House in Ector County, Texas, to the highest bidder for cash. The earliest time that the sale will take place is 10:00 A. M. This Sale is subject to outstanding taxes, restrictions, and all other items of record. The property will be auctioned "AS IS", without any warranties as to the quality or nature of the title, right of possession or quiet enjoyment.

Said real estate is described as follows:

Lot 5, Block 10, EDGEMERE ADDITION, an Addition to the City of Odessa, Ector County, Texas, according to the map or plat thereof of record in Volume 3, Page 27, Plat Records, Ector County, Texas; EXCEPT all oil, gas and other minerals as heretofore reserved by prior grantors

"Assert and protect your rights as a member of the armed forces of the United States.

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

WITNESS MY HAND this 2nd day of December, 2024.

JIMMY W. PEACOCK, Trustee

3800 E. 42nd, Suite 500 Ødessa, Texas 79762

(432) 331-1600

FILED THIS 2nd

DAY OF

December, 20 24

JENNIFER MARTIN, COUNTY CLERK
ECTOR COUNTY, TEXAS

I:\Foreclosures\FORMS\PUGH.JONAS NOTICE TRUSTEE'S SALE.frm

## NOTICE OF SUBSTITUTE TRUSTEE'S SALE

#### **ECTOR COUNTY**

**Deed of Trust Dated:** December 4, 2020

**Amount:** \$30,000.00

Grantor(s): Sergio Nicolas Davila Moreno and Maria Camila Davila

Original Mortgagee: L.A.M. Property Management, LLC

Current Mortgagee: L.A.M. Property Management, LLC

Mortgagee Address: 6009 W. Parker Rd., #149-269, Plano, Texas 75093

**Recording Information:** 

**Legal Description:** 

BEING LOT 21, BLOCK 3, OUT OF GREY EAGLE SUBDIVISION, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN CABINET C, PAGE 106D, ECTOR COUNTY PLAT RECORDS.

Commonly known address: 2546 Thunder Road, Odessa, Texas 79763

**Date of Sale:** January 7, 2025, at 1:00 p.m.

Earliest Time Sale Will Begin: 1:00 p.m.

Place of Sale: The foreclosure sale will be conducted at the West Entrance of the Ector County Courthouse or as designated by the County Commissioner Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place, or if no place is designated by the Commissioner's Court, the sale will be conducted at the place where the Notice of Trustee or Substitute Trustee's Sale was posted.

CHAD A. NORCROSS has been appointed as Substitute Trustee and is empowered to act independently, in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust.

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.

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's attorney.

**NOTICE IS FURTHER GIVEN** that, except to the extent that the Substitute Trustee may bind and obligate the Mortgagors to warrant title to the Property under the terms of the Deed of Trust, conveyance of the Property shall be made "AS-IS", "WHERE-IS" without any representation and warranties whatsoever, express or implied, and subject to all matters of record affecting the Property.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Service members Civil Relief Act (50 U.S.C. §§ 3901 et seq.), and state law, including Section 51.015 Texas Property Code. Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE 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.

Respectfully Submitted,

NORCROSS LAW 9288 Wichita Trail Frisco, Texas 75033 Tel. 214-368-9300 Fax. 877-846-3149

chad.norcross@norcrosslaw.com

By: <u>/s/ Chad A. Norcross</u>
Chad A. Norcross
Texas Bar No. 24039513

Substitute Trustee

FILED THIS 4 DAY OF

JENNIFER MARTIN, COUNTY CLERK

ECTOR COUNTY, TEXAS

#### NOTICE OF SUBSTITUTE TRUSTEE'S SALE

#### ECTOR COUNTY

Deed of Trust Dated: August 18, 2021

**Amount:** \$100,000.00

Grantor(s): Mario Luis Sauceda and Sandra Ramirez Sauceda

Original Mortgagee: L.A.M. Property Management, LLC

Current Mortgagee: L.A.M. Property Management, LLC

Mortgagee Address: 6009 W. Parker Rd., #149-269, Plano, Texas 75093

**Recording Information:** 

**Legal Description:** 

BEING LOT 3, BLOCK 1, OUT OF THE WEST END, COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEROF OF RECORD IN CABINET B, PAGE 161-B, ECTOR COUNTY PLAT RECORDS.

Commonly known address: 14009 West 57th Street, Odessa, Texas 79764

**Date of Sale:** January 7, 2025, at 1:00 p.m.

Earliest Time Sale Will Begin: 1:00 p.m.

Place of Sale: The foreclosure sale will be conducted at the West Entrance of the Ector County Courthouse or as designated by the County Commissioner Court pursuant to Section 51.002 of the Texas Property Code as the place where foreclosure sales are to take place, or if no place is designated by the Commissioner's Court, the sale will be conducted at the place where the Notice of Trustee or Substitute Trustee's Sale was posted.

CHAD A. NORCROSS has been appointed as Substitute Trustee and is empowered to act independently, in the place of said original Trustee, upon the contingency and in the manner authorized by said Deed of Trust.

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.

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.

**NOTICE IS FURTHER GIVEN** that, except to the extent that the Substitute Trustee may bind and obligate the Mortgagors to warrant title to the Property under the terms of the Deed of Trust, conveyance of the Property shall be made "AS-IS", "WHERE-IS" without any representation and warranties whatsoever, express or implied, and subject to all matters of record affecting the Property.

A debtor who is serving on active military duty may have special rights or relief related to this notice under federal law, including the Service members Civil Relief Act (50 U.S.C. §§ 3901 et seq.), and state law, including Section 51.015 Texas Property Code. Assert and protect your rights as a member of the armed forces of the United States. If you are or your spouse is serving on active military duty, including active military duty as a member of the Texas National Guard or the National Guard of another state or as a member of a reserve component of the armed forces of the United States, please send written notice of the active duty military service to the sender of this notice immediately.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE 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.

Respectfully Submitted,

NORCROSS LAW 9288 Wichita Trail Frisco, Texas 75033 Tel. 214-368-9300

Fax. 877-846-3149

chad.norcross@porcrosslaw.com

By: <u>/s/ Chad A. Norcross</u> Chad A. Norcross Texas Bar No. 24039513

Substitute Trustee

FILED THIS

DAYOF

JENNIFER MARTIN, COUNTY CLERK

ECTOR COUNTY, TEXAS

## NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, On the 20th day of July, 2024, **DOMINIQUE CORTEZ** executed a Deed of Trust conveying to **Stewart B. Hoge**, Trustee, the real estate hereinafter described to secure **CUEVAS REAL ESTATE** in the payment of a debt therein described, said Deed of Trust being recorded as Instrument Number 2024-00013854 in the Official Public Records of Ector County, Texas; and

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

WHEREAS, Default has occurred in the payment of said indebtedness, and the same is now wholly due, and the owner and holder of said debt has requested the undersigned to sell said property to satisfy said indebtedness.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN That on **Tuesday, the 7th** day of **January, 2025**, I will sell said real estate at the front (West Entrance) door of the County Court House in Ector County, Texas, to the highest bidder for cash. The earliest time that the sale will take place is 10:00 A. M.

This Sale is subject to outstanding taxes, restrictions, and all other items of record.

Said real estate is described as follows:

Lots 9 & 10, Block 12, NOLAN ACRES, a Subdivision in Ector County, Texas, according to the map or plat thereof of record in Volume 20, Page 51, Plat Records, Ector County, Texas; EXCEPT all oil, gas and other minerals as heretofore reserved by prior grantors

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

WITNESS MY HAND this day of November, 2024.

HMMY W.PEACOCK, Substitute Trustee ATKINS, HOLLMANN, JONES, PEACOCK

LEWIS & LYON 3800 E. 42nd, Ste. 500 Odessa, Texas 79762 (432) 331-1600

November, 20 24

JENNIFER MARTIN, COUNTY CLERK

FCTOR COUNTY, TEXAS

✓ I:\Foreclosures\CUEVAS.CORTEZ NOTICE OF SUB TEE SALE.frm

# SECOND 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: January 7, 2025

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 refiling may be after the date originally scheduled for this sale.

4. Terms of Sale. The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the 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 December 3, 2025, there was owed \$278,962.87 on the note. The note is bearing 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: December 3, 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

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.

> Deed of Trust Terms

Sept 29, 2020 Date:

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. 42nd Street, Suite 500 Odessa, Texas 79762 👉 Ector County

Jose Julian Rubio and Juanita Galvan

Lender's Mailing Address:

2102 Regal Place Midland, Texas 79707 Midland County

Note

Lender:

Date: De

Original principal amount: \$285,000.00

Borrower: Ezequile Ramirez and Gricelda Ramirez

Lender: Jose Julian Rubio and Juanita Galvan

Maturity date:

Terms of Payment: as provided in the note.

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.

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 windstorm 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.

- 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 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 Lender may exercise Lender's rights and of the Property. remedies under this paragraph without taking possession of the Lender will apply all rent and other income and Property. 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. Ιf becomes a voluntary or involuntary debtor 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.

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 sedured 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

STATE OF TEXAS

COUNTY OF ECTOR

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

State of Texas

Notary Public, State of Texas Comm. Expires 08-20-2024 Notary 10 125023446

RBLAKE

COUNTY OF ECTOR

This instrument was acknowledged before me on Se of

2020, by Gricelda Ramirez.

R BLAKE Notery Public, State of Texas Comm. Expires 08-20-2024 Notary ID 125023446

Notary Public, State of Texas

# Ector County Jennifer Martin Ector County Clerk

Instrument Number: 18521

eRecording - Official Public Records

DEED OF TRUST

Recorded On: September 30, 2020 04:11 PM

Number of Pages: 9

" Examined and Charged as Follows: "

Total Recording: \$54.00



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:

10-04

**Record and Return To:** 

Document Number:

18521

**INGEO CSC** 

Receipt Number:

20200930000145

Recorded Date/Time:

September 30, 2020 04:11 PM

User:

Ayo A

Station:

CCLERK26



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

Jennifus Martin



# 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

, 2020

Grantor: Sherri J. Dugan, Jerry G. Dugan, Sr., Christina **Dugan** 

and Jerry Dugan, Jr.

Grantor's Mailing Address:

Digis Circle

Grantee: Ezequile Ramirez and Gricelda Ramirez

Grantee's Mailing Address:

6 Louisiana Cove Odessa, Texas 79762 Ector County

Consideration:

31,

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:

Any prior mineral reservation of record;

Present restrictions, if any, existing against said property;

Existing Building and Zoning Ordinances, if any;

Easements and Leases that appear of record and any easements visible upon inspection of property; and

Ad Valorem property taxes not yet due and payable.

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

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

Jerry G. Dugan, Sr

Christina Dugan

Jerry Dugan, J

STATE OF

COUNTY OF FORT

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

R BLAKE Notery Public, State of Texas Comm. Expires 08-20-2024

Notary ID 125023446

Notary Public

STATE OF TEXAS	
COUNTY OF Entro	
This instrument was acknowledged before 29, 2020 by Jerry G. Dugan, Sr.	me on
R BLAKE Notary Public, State of Texas Comm. Expires 08-20-2024 Notary ID 125023446	
STATE OF TEXCS	
COUNTY OF FOTOY	
This pinstrument was acknowledged before , 2020 by Christina Dugan.	me on
R BLAKE Notary Public, State of Texas Comm. Expires 08-20-2024 Notary ID 125023446	
COUNTY OF ENTON	
This instrument was acknowledged before , 2020 by Jerry Dugan, Jr.	me on
R BLAKE Notary Public, State-of Texas Comm. Excires 08-20-2024 Notary ID 125023446	

# **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

" Examined and Charged as Follows: "

Total Recording: \$34.25



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:

Record and Return To:

**Document Number:** 

18520

**INGEO CSC** 

Receipt Number: Recorded Date/Time: 202009300001 September 30, 2020 04:11 PM

User:

Ayo À

Station:

CCLERKŽ6



STATE OF TEXAS **COUNTY OF ECTOR** 

bereby 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** 

Jennifus Martin



BAT 2060930 (Megan)

### **CORRECTION INSTRUMENT**

"Original Instrument" Information:

Document Type: Warranty Deed with Vendor's Lien

Recording Date: September 30, 2020

Recording Information: 2020-18520, Ector County, Texas

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

Grantee: Ezequile Ramirez and Gricelda Ramirez

#### Legal Description:

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

Description of error in Original Instrument:

This is a Correction Instrument pursuant to the provisions of Section 3:028 of the Texas Property Code, regarding
the following, non-material change resulting from a clerical or ingovernment error in the Original Instrument:

Grantee's named was misspelled as: Ezequile Rominez and Gricelda Raminez

2. The Original Instrument should correction read as follows:

Grantee's name should have been: Ezequiel Ramirez and Gricelda Ramilrez

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

- 1. My name is Beeky Blake and I am over the age of eighteen (18) years and qualified to execute this Correction
- I am employed as an escrow officer of Permian Basin Title Services, Inc. the 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.
- I hereby certify that I have given notice of this Correction bistrument to each party to the Original Instrument in accordance with the provisions of Section 5 (128(Q)(2) of the Texas Property Code.

Dated: 02120

STATE OF Texas
COUNTY OF Ector

My commission expires

MEGAN GOSSETT by Notary ID # 125838400 Expires September 12, 2022

Printed Navio (Notary Dis

### **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 " Examined and Charged as Follows: Total Recording: \$26.25 Record and Return To: File Information: INGEO CSC **Document Number:** 20201022000121 Receipt Number: October 22, 2020 03:53 PM Recorded Date/Time: Shame R User: CCLERK15 Station: STATE OF TEXAS



bereby certify that this Instrument was FILED In the File Number sequence on the dato/time printed hereon, and was duly RECCRDED in the Official Records of Ector County, Texas.

Jennifer Martin **Ector County Clerk** Ector County, TX

Jennifu Martin

FILED THIS 4 DAY OF

JENNIFER MARTIN, COUNTY CLERK

ECTOR COUNTY, TEXAS
BY DEPUTY

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 OF SALE

PURSUANT TO AUTHORITY conferred upon the Trustee by that certain Deed of Trust dated March 30, 2015, executed by NORMA L. ORTIZ AND JUAN ORTIZ, A MARRIED COUPLE ("Mortgagor") to Tim Williams, Trustee for the benefit of 21st MORTGAGE CORPORATION ("Mortgagee"), filed for record under Instrument No. 2015-00006604, Official Public Records of Ector County, Texas, Mortgagee appoints K. Clifford Littlefield, Alexander J. Tiffany, Mara E. Schechter or Norma Jean Hesseltine, whose address is listed below, or Shelley Nail, Donna Trout, Zanc Nail, Zia Nail or Zoey Fernandez, whose business address is 14800 Landmark Blvd., Suite 850, Dallas, Texas 75254, under said Deed of Trust, in order to satisfy the indebtedness secured thereby and at the request of the holder of said indebtedness, default having been made in the covenants of the Deed of Trust, to sell on Tuesday, January 7, 2025, (that being the first Tuesday of the month), at public auction to the highest bidder for cash, at the Ector County Courthouse at the place designated by the Commissioner's Court for such sales in Ector County, Texas, (on the steps of the county courthouse or as designated by the County Commissioner), the sale to begin at 10:00 o'clock a.m. or not later than three (3) hours after such time on that date, selling all of the property as an entirety or in such parcels as the Trustee acting may elect the property offered for sale, more particularly described on Exhibit "A" attached hereto and made a part hereof, together with any and all improvements constructed upon, affixed to or located upon the above described real property, including but not limited to the 2015 CMH Manufactured Home, Serial No. BEL002725TXAB.

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.

**EXECUTED** this **2** ay of November, 2024.

K. CLIFFORD LITTLEFIELD, Mortgagee Attorney

Lutte!

UPTON, MICKITS & HEYMANN, L.L.P.

802 N. Carancahua, Suite 450

Corpus Christi, Texas 78401

Telephone: Facsimile:

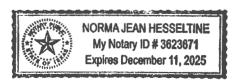
(361) 884-0612 (361) 884-5291

Email: clittlefield@umhlaw.com

THE STATE OF TEXAS \$ COUNTY OF NUECES \$

SUBSCRIBED and SWORN TO BEFORE ME, the undersigned Notary Public, by K. CLIFFORD LITTLEFIELD, this Zieday of November, 2024, to certify which witness my hand and official

scal.



OF ARY PUBLIC, STATE OF TEXAS

55

# **EXHIBIT "A"**

1.0 nere of land in the Bast part of Section 36, Block 43, T-2-S, T & P Ry Company Survey, Heior County, Texas, being described as follows:

PARCINATING at a 16th iron food set in the West boundary of Knox Drive in the East part of Section 30, Block 43, T-2-S. T & P Ry Company Survey, Ector County, Texas, for the northeast corner of this tract, from which point a 12th iron rod at the muthemst corner of KNOX VILLAGE, a subdivision of land as recorded in Volume 10. Page 27. Ector County Plat Records, bears N 14th SE W, 807 feet, and the northeast corner of Section 30 bears N 14th SI W, 1922.03 feet and N 74th 42th 30th E. 145.5 feet:

THENCES 14" 51" E, along the west houndary of Knox Drive, 208.71 feet to a 1/2" iron rod set for the southeast corner of this tract;

THENCH'S 75" 09" W. 208.71 feet to a 15" from end set for the southwest corner of this tract:

THENCE N 14° 51' W, 208.71 feet to a 35" from rod set this the northwest corner of this tract:

THENCE N 75° 09' B, 208.71 feet to the place of beginning, containing 1.0 sere of land.

FILED THIS DAY OF DOMBER , 20 24

JENNIFER MARTIN, COUNTY CLERK

ECTOR COUNTY, TEXAS

BY GWILDS

DEPUTY

Return to:
K. Clifford Littlefield
Upton, Mickits & Heymann, L.L.P.
802 N. Carancahua, Suite 450
Corpus Christi, Texas 78401

#### 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 11, BLOCK 45, SHERWOOD ADDITION, 5TH FILING, AN ADDITION TO THE CITY OF ODESSA, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 4, PAGE 20, PLAT RECORDS, ECTOR COUNTY, TEXAS.
- 2. Instrument to be Foreclased. The instrument to be foreclosed is the Deed of Trust dated 09/28/2007 and recorded in Book 2182 Page 560 Document 00017122 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:

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 purcels 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 TERI L REGALADO AND JOHNNY REGALADO, provides that it secures the payment of the indebtedness in the original principal amount of \$98,620.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. MIDFIRST BANK is the current mortgagee of the note and deed of trust and MIDFTRST BANK is mortgage servicer. A servicing agreement between the mortgagee, whose address is MIDFIRST BANK c/o MIDFIRST BANK, 999 N.W. Grand Blvd, Oklahoma City, OK 73118 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.xome.com or (844) 400-9663

Certificate of Posting

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

JENNIFER MARTIN, COUNTY CLERK

ECTOR COUNTY, TEXAS

DEPUTY

13310 W TREVA DR ODESSA, TX 79764 00000010299022

#### NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

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

1. Date, Time, and Place of Sale.

Date:

January 07, 2025

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 August 18, 2015 and recorded in Document INSTRUMENT NO. 2015-00013321 real property records of ECTOR County, Texas, with ALBERT GILE SR, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE, mortgagee.
- 4. Obligations Secured. Deed of Trust or Contract Lien executed by ALBERT GILE SR, securing the payment of the indebtednesses in the original principal amount of \$150,850.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. WELLS FARGO BANK, N.A. is the current mortgagee of the note and Deed of Trust or Contract Lien.
- 5. Property to Be Sold. The property to be sold is described in the attached Exhibit A.
- The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a 6. Mortgage Servicer Information. servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. WELLS FARGO BANK, N.A., as Mortgage Servicer, is representing the current mortgagee, whose address is:

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

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THE ORIGINAL WAS

December 20 24

JENNIFER MARTIN, COUNTY CLERK

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Page 1 of 3

12/12/2024, 4:07 PM

13310 W TREVA DR ODESSA, TX 79764 00000010299022

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 herby remove the original trustee and all successor substitute trustees and appoints in their steed 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.

Ruth a Bara

Le Sie

Israel Saucedo

Certificate of Posting

My name is Road. Suite 100, Addison, Texas 75001-4320. I declare under penalty of perjury that on December 132021 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: December 13, 2024

13310 W TREVA DR ODESSA, TX 79764 00000010299022

00000010299022

**ECTOR** 

# EXHIBIT "A"

LOTS 1 THRU 7, BLOCK 2, VALLEYVIEW SUBDIVISION, A SUBDIVISION OF ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 11, PAGE 6, PLAT RECORDS OF ECTOR COUNTY, TEXAS.

BEING THE SAME PROPERTY CONVEYED TO ALBERT GILE, SR. BY DEED FROM SHIRLEY RUTH WHEELER COOK, A WIDOW RECORDED 01/29/2014 IN DEED INSTRUMENT 2014-1193, IN THE REGISTER'S OFFICE OF ECTOR COUNTY, TEXAS.

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Page 3 of 3



1122 RUSTLER AVE 00000010300663
ODESSA, TX 79765

### NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

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

1. Date, Time, and Place of Sale.

Date: January 07, 2025

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 February 25, 2022 and recorded in Document INSTRUMENT NO. 2022-00004743 real property records of ECTOR County. Texas, with SHAWN ADAIR SHIREY AND HIS SPOUSE, STEFANIE ANN SHIREY, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") AS NOMINEE, mortgagee.
- 4. **Obligations Secured.** Deed of Trust or Contract Lien executed by SHAWN ADAIR SHIREY AND HIS SPOUSE. STEFANIE ANN SHIREY, securing the payment of the indebtednesses in the original principal amount of \$205,675.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. NATIONSTAR MORTGAGE LLC 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. NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o NATIONSTAR MORTGAGE LLC D/B/A MR. COOPER 8950 CYPRESS WATERS BLVD. COPPELL, TX 75019



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1122 RUSTLER AVE 00000010300663

ODESSA, TX 79765

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 herby remove the original trustee and all successor substitute trustees and appoints in their steed 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

Ruth a Barga

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

Declarants Name:

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**ECTOR** 

# EXHIBIT "A"

LOT FORTY-NINE (49), BLOCK ONE (1), RATLIFF RIDGE, 6TH FILING, AN ADDITION TO THE CITY OF ODESSA, BEING A SUBDIVISION OF 19.62 ACRES OF LAND IN SECTION 35, BLOCK 42, T-1-S, T&P RR CO SURVEY, ECTOR COUNTY, TEXAS, ACCORDING TO THE MAP, PLAT AND/OR DEDICATION DEED THEREOF RECORDED IN CABINET C, PAGE 109D, OF THE PLAT RECORDS OF ECTOR COUNTY, TEXAS.

FILED THIS 1/2th DAY OF

DECEMBER , 20 24

JENNIFER MARTIN, COUNTY CLERK

ECTOR COUNTY, TEXAS

BY MANNEY MINDEPLTY