

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

FILED
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OCT 04 2018
Julie Karstedt
JULIE KARSTEDT
CO. CLERK, FAYETTE CO., TEXAS

DEED OF TRUST INFORMATION:

Date: 11/25/2003
Grantor(s): RANDALL SCOTT PUSTKA AND WIFE, BEVERLY PUSTKA
Original Mortgagee: AAMES FUNDING CORPORATION DBA AAMES HOME LOAN
Original Principal: \$43,125.00
Recording Information: Book 1244 Page 222 Instrument 03-8142
Property County: Fayette
Property: ALL THAT CERTAIN TRACT OR PARCEL OF LAND, PART OF THE K, CRIER LEAGUE IN FAYETTE COUNTY, TEXAS, AND BEING KNOWN AS LOT NO. 5, IN BLOCK NO. 54, KLESEL SUBDIVISION, CITY OF SCHULENBURG, ACCORDING TO THE MAP OR SAID KLESEL SUBDIVISION APPEARING OF RECORD IN VOLUME 275, PAGE 179, DEED RECORDS OF FAYETTE COUNTY, TEXAS.
BEING THE SAME PROPERTY DESCRIBED IN DEED DATED MARCH 22, 1996, EXECUTED BY ROYCE CHUDEJ AND WIFE, SUSAN HERMIS CHUDEJ TO RANDALL SCOTT PUSTKA AND BEVERLY PESI, RECORDED IN VOLUME 947, PAGE 66, OFFICIAL RECORD OF FAYETTE COUNTY, TEXAS, AND IN DEED DATED NOVEMBER 14, 2002, EXECUTED BY BEVERLY PESI TO BEVERLY PUSTKA RECORDED IN VOLUME 1195, PAGE 481, OFFICIAL RECORDS OF FAYETTE COUNTY, TEXAS.
Reported Address: 319 KALLUS STREET, SCHULENBURG, TX 78956

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: U.S. Bank National Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for STRUCTURED ASSET INVESTMENT LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-3
Mortgage Servicer: Ocwen Loan Servicing, LLC
Current Beneficiary: U.S. Bank National Association, as Trustee, successor in interest to Bank of America National Association, as Trustee, successor by merger to LaSalle Bank National Association, as Trustee for STRUCTURED ASSET INVESTMENT LOAN TRUST MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2004-3

Mortgage Servicer Address: 1661 Worthington Rd, Suite 100, West Palm Beach, FL 33409

SALE INFORMATION:

Date of Sale: Tuesday, the 4th day of December, 2018
Time of Sale: 10:00AM or within three hours thereafter.
Place of Sale: AT THE POSTING BOARD LOCATED ON AND IN THE STONE WALL ENCLOSURE LOCATED ON THE NORTHWEST PORTION OF THE FAYETTE COUNTY COURTHOUSE SQUARE, ON AND IN THAT PORTION OF THE WALL ENCLOSURE FACING WEST COLORADO STREET NEAR ITS INTERSECTION WITH NORTH MAIN STREET in Fayette County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Fayette County Commissioner's Court.
Substitute Trustee(s): Megan Randle, Ebbie Murphy, Michael Burns, Elizabeth Hayes, Sammy Hooda, or Suzanne Suarez, any to act
Substitute Trustee Address: 14841 Dallas Parkway, Suite 425, Dallas, TX 75254

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

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

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Megan Randle, Ebbie Murphy, Michael Burns, Elizabeth Hayes, Sammy Hooda, or Suzanne Suarez, any to act, have been appointed as Substitute Trustees and requested to sell the Property to satisfy the indebtedness; and

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

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

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

Very truly yours,

Bonial & Associates, P.C.

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