

2014-68

FILED FOR RECORD

AT 12:45 O'CLOCK P.M.

SEP 15 2014

**NOTICE OF FORECLOSURE SALE**

SHERRY DOWD  
COUNTY CLERK NAVARRO COUNTY, TEXAS  
BY   
DEPUTY

MIN No.: 100052550276251500  
FHA/VA Case No.: 511-0036406-703

**State of Texas**

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**County of Navarro**

Notice is hereby given of a public non-judicial foreclosure sale.

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

**ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND BEING TRACT 73, THE SHORES ON RICHLAND CHAMBERS LAKE, PHASE 1, AN ADDITION OF 442.046 ACRES TO NAVARRO COUNTY, TEXAS, LOCATED IN THE ROBERT CARADINE SURVEY, ABSTRACT NO. 139, NAVARRO COUNTY, TEXAS, AND FILED OF RECORD IN VOLUME 7, PAGE 307, OFFICIAL MAP AND PLAT RECORDS OF NAVARRO COUNTY, TEXAS AND AT VOLUME 1783, PAGE 830, OFFICIAL REAL PROPERTY RECORDS OF NAVARRO COUNTY, TEXAS.**

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

Date: **October 07, 2014**

Time: The sale shall begin no earlier than **10:00 A.M.** or no later than three hours thereafter.

Place: **Navarro County Courthouse in Corsicana, Texas**, at the following location: the area designated by the Commissioners Court of **Navarro County, Texas**, pursuant to § 51.002 of the Texas Property Code as the place where foreclosure sales are to take place (if no such place is so designated, the sale will take place in the area where this Notice of Substitute Trustee's Sale is posted).

The deed of trust permits the Beneficiary 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.

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.

3. **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.

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

4. **Type of Sale.** The sale is a non-judicial deed of trust lien and security interest foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by **Marcus D. Dowell and Ashley N. Dowell, husband and wife.**
5. **Obligations Secured.** The Deed of Trust is dated **December 04, 2009**, and is recorded in the office of the County Clerk of **Navarro County, Texas**, in/under **Document No. 00000169, re-recorded under Document No. 00007982, Official Public Records of Navarro County, Texas**. The deed of trust provides that it secures the payment of the indebtedness and obligations therein described (collectively the "Obligations") including but not limited to the promissory note in the original principal amount of **\$200,305.00**, executed by **Marcus D. Dowell and Ashley N. Dowell**, and payable to the order of **Gold Star Mortgage Corp, A Michigan Corporation**.

**Original Mortgagee:** Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as a nominee for Lender, as hereinafter defined, and Lender's successors and assigns), the Lender being Gold Star Mortgage Corp, A Michigan Corporation.

**Current Mortgagee:** Matrix Financial Services Corporation whose address is **601 Carlson Pkwy., Suite 1400, Minnetonka, MN 55305.**

**Mortgage Servicer:** Flagstar Bank

6. **Flagstar Bank**, is acting as the Mortgage Servicer for the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. **Flagstar Bank**, as Mortgage Servicer, is representing the Mortgagee, whose address is:

**Matrix Financial Services Corporation**  
c/o Flagstar Bank  
5151 Corporate Drive  
Troy, MI 48098-2639

The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code §51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

7. **Default and Request To Act.** Default has occurred under the deed of trust, and the beneficiary has requested me, as Substitute Trustee, to conduct this public sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.
8. **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.**

Sent by: Jeffry B. Lewis  
Robertson Anschutz Vettors  
10333 Richmond Avenue, Suite 550  
Houston, TX 77042

DATED 09-15-14

*Sharon St. Pierre*  
**Sharon St. Pierre and/or Robert LaMont and/or Kelly  
Goddard and/or Darian Goddard, Substitute Trustee**  
c/o Robertson Anschutz Vettors  
10333 Richmond Avenue, Suite 550  
Houston, TX 77042  
Phone: 713-980-9500