

2015-64  
FILED FOR RECORD  
AT 12:55 O'CLOCK P.M.

## NOTICE OF FORECLOSURE SALE

APR 14 2015

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

See Attached Exhibit A

SHERRY DOWD, County Clerk  
NAVARRO COUNTY, TEXAS  
BY *Randy Daniel* DEPUTY

**2. Instrument to be Foreclosed.** The instrument to be foreclosed is the Deed of Trust dated 05/01/2003 and recorded in Book 1632 Page 183 real property records of Navarro County, Texas.

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

Date: 05/05/2015

Time: The sale will begin no earlier than 11:00 AM or no later than three hours thereafter.

Place: Navarro County Courthouse, Texas, at the following location: NAVARRO CENTER, 800 N MAIN EAST ENTRANCE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE or as designated by the County Commissioners Court.

**4. Terms of Sale.** The sale will be conducted as a public auction to the highest bidder for cash. Pursuant to the deed of trust, the mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in AS IS, WHERE IS condition, without any express or implied warranties, except as to the warranties of title, if any, provided for under the deed of trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

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.

**5. Obligations Secured.** The Deed of Trust executed by JOHN BEACOM, provides that it secures the payment of the indebtedness in the original principal amount of \$69,750.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. Wells Fargo Bank, National Association, successor by merger to Wells Fargo Bank Minnesota, National Association formerly known as Norwest Bank Minnesota, National Association, as Trustee for GSAMP Trust 2003-HE2, Mortgage Pass-Through Certificates, Series 2003-HE2 is the current mortgagee of the note and deed of trust and OCWEN LOAN SERVICING, LLC is mortgage servicer. A servicing agreement between the mortgagee, whose address is Wells Fargo Bank, National Association, successor by merger to Wells Fargo Bank Minnesota, National Association formerly known as Norwest Bank Minnesota, National Association, as Trustee for GSAMP Trust 2003-HE2, Mortgage Pass-Through Certificates, Series 2003-HE2 c/o OCWEN LOAN SERVICING, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, FL 33409 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

**6. Default and Request to Act.** Default has occurred under the deed of trust and Wells Fargo Bank, National Association, successor by merger to Wells Fargo Bank Minnesota, National Association formerly known as Norwest Bank Minnesota, National Association, as Trustee for GSAMP Trust 2003-HE2, Mortgage Pass-Through Certificates, Series 2003-HE2 obtained a Home Equity Foreclosure Order from the COUNTY COURT OF LAW--NAVARRO County Court of Navarro County on 09/02/2014 under Cause No. P-17745. The mortgagee has requested a Substitute Trustee conduct this sale pursuant to the Court's Order and notice is given that before the sale the mortgagee may appoint another person substitute trustee to conduct the sale.

*Randy Daniel*

RANDY DANIEL, CINDY DANIEL, JIM O'BRYANT, WES WEBB OR  
CARL NIENDORFF  
c/o AVT Title Services, LLC  
13770 Noel Road #801529  
Dallas, TX 75380-1529

13-004706-670  
709 Kerr  
Blooming Grove, TX 76626

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.

## LEGAL DESCRIPTION

All that certain lot, tract or parcel of land being part of the Joseph Lynn Survey, more particularly described as follows:

BEGINNING at the Southeast corner of the Training School lot;  
THENCE S 47° W 83-1/3 yrs. to stake in South line of said lot;  
THENCE S 30° E 66-1/4 yrs. to a stake;

THENCE N 47° E 83-1/3 yrs. to a stake;

THENCE N 30° W 66-1/4 yrs. to the PLACE OF BURIAL, containing one (1) or more acres of land, and being the same tract of land described in a Deed from James William Terber to R. Bruce McCormick, dated November 30, 1943, of record in Volume 421 at Page 22 of the Deed Records of Navarro County, Texas, Reference to which being here made for more particular description and identification of said tract;

SAVE AND EXCEPT the South eighty-five (85) feet off of the above described tract conveyed by R. Bruce McCormick and wife, Alyne McCormick, to Delos Tipping and wife by Deed dated December 20, 1937, of record in Volume 614 at Page 33 of the Deed Records of Navarro County, Texas, reference to which being here made for more particular description and identification of said tract.