

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

JAN 25 2016

DEED OF TRUST INFORMATION:

Date: 03/31/2010
Grantor(s): GILBERTO GOMEZ AND BRENDA C. NEVAREZ DE GOMEZ, HUSBAND AND WIFE DEPUTY
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE
FOR PRIMELENDING, A PLAINSCAPITAL COMPANY, ITS SUCCESSORS AND
ASSIGNS
Original Principal: \$146,301.00
Recording Information: Instrument 00002096
Property County: Navarro
Property:

SHERY DOWD, County Clerk
NAVARRO COUNTY, TEXAS

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN NAVARRO COUNTY, TEXAS ON THE JESUS ORTIZ SURVEY, A-624 AND BEING THE EAST 125.00 FEET OF THE WEST 242.50 FEET OF LOT 1, BLOCK 1001-E AS SHOWN BY THE OFFICIAL MAP OF THE POST OAK ADDITION TO THE CITY OF CORSICANA RECORDED IN VOLUME 1, PAGE 16 OF THE NAVARRO COUNTY PLAT RECORDS AND BEING THE SAME LAND CONVEYED TO HOWARD D. SMITH AND DOROTHY D. SMITH, AS TRUSTEES OF THE HOWARD D. SMITH AND DOROTHY D. SMITH REVOCABLE LIVING TRUST BY SPECIAL WARRANTY DEED DATED DECEMBER 14, 1995 AND RECORDED IN VOLUME 1326, PAGE 499 OF THE OFFICIAL PUBLIC RECORDS OF NAVARRO COUNTY, TEXAS. SAID LOT TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN "X" SET IN CONCRETE IN THE NORTHWEST MARGIN OF OAKLAWN DRIVE, THE EAST CORNER OF THE JOHN H. BLACK 0.502 ACRE TRACT (WEST 117.07' OF LOT 1) RECORDED IN VOLUME 1543, PAGE 285 AND BEING NORTH 60 DEGREES 21 MINUTES EAST 117.07 FEET FROM A 60 D NAIL FOUND AT THE SOUTH CORNER OF LOT 1;

THENCE NORTH 29 DEGREES 59 MINUTES 55 SECONDS WEST 186.08 FEET TO A POINT FOR CORNER IN THE SOUTHEAST LINE OF LOT 18 AND THE NORTH CORNER OF THE BLACK TRACT; WITNESS: FOUND 1" PIPE NORTH 53 DEGREES 43 MINUTES WEST 1.4 FEET;

THENCE NORTH 60 DEGREES 02 MINUTES 16 SECONDS EAST 125.00 FEET TO A 1/2" IRON ROD SET IN THE SOUTHEAST LINE OF THE RONNIE D. MORGAN LOT 17 RECORDED IN VOLUME 1437, PAGE 608 AND THE W.D. WYATT EAST 28.70 FEET OF LOT 1;

THENCE SOUTH 29 DEGREES 59 MINUTES 55 SECONDS EAST 186.00 FEET TO A BLACK DOT SET IN HOLE IN CONCRETE DRIVE IN THE NORTHWEST MARGIN OF OAKLAWN DRIVE AND THE SOUTH CORNER OF THE WYATT TRACT;

THENCE SOUTH 60 DEGREES 00 MINUTES WEST, ALONG OAKLAWN DRIVE, 125.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.534 ACRES OF LAND.

Reported Address: 1440 OAKLAWN DRIVE, CORSICANA, TX 75110-2824

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: Wells Fargo Bank, NA
Mortgage Servicer: Wells Fargo Bank, N. A.
Current Beneficiary: Wells Fargo Bank, NA
Mortgage Servicer Address: 3476 Stateview Boulevard, Fort Mill, SC 29715

SALE INFORMATION:

Date of Sale: Tuesday, the 1st day of March, 2016
Time of Sale: 10:00AM or within three hours thereafter.
Place of Sale: THE EAST ENTRANCE OF THE NAVARRO CENTER, 800 NORTH MAIN STREET, CORSICANA, NAVARRO COUNTY, TEXAS in Navarro County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Navarro County Commissioner's Court.
Substitute Trustee(s): Sharon St. Pierre, Robert LaMont, Sheryl LaMont, Harriett Fletcher, David Sims, Aurora Campos, Ramiro Cuevas, Matthew Wolfson, Jonathan Harrison, Jullena James, Chris Demerest, Kelley Burns, Tanya Graham, Daniel Willsie, Philip Pierceall, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, 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 Sharon St. Pierre, Robert LaMont, Sheryl LaMont, Harriett Fletcher, David Sims, Aurora Campos, Ramiro Cuevas, Matthew Wolfson, Jonathan Harrison, Jullena James, Chris Demerest, Kelley Burns, Tanya Graham, Daniel Willsie, Philip Pierceall, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, 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. Sharon St. Pierre, Robert LaMont, Sheryl LaMont, Harriett Fletcher, David Sims, Aurora Campos, Ramiro Cuevas, Matthew Wolfson, Jonathan Harrison, Jullena James, Chris Demerest, Kelley Burns, Tanya Graham, Daniel Willsie, Philip Pierceall, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, 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,

Buckley Madole, P.C.