

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date: 03/27/2009
Grantor(s): JAMES R. PIEL AND WIFE, NICKOLE A. PIEL
Original Mortgagee: NTFN INC. DBA PREMIER NATIONWIDE LENDING
Original Principal: \$53,163.00
Recording Information: Instrument 00002508
Property County: Navarro
Property:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN NAVARRO COUNTY, TEXAS ON THE JOSEPH LYNN SURVEY, A-493 AND BEING A PART OF BLOCK "T", COLLEGE ADDITION TO THE CITY OF BLOOMING GROVE, TEXAS RECORDED IN VOLUME 66, PAGE 516 OF THE NAVARRO COUNTY DEED RECORDS AND BEING THE SAME LAND CONVEYED TO MELVIN G. BOATMAN AND WIFE MARGIE BOATMAN BY DREW GILLEN BY DEED DATED JULY 28, 1975 AND RECORDED IN VOLUME 853, PAGE 202 OF THE NAVARRO COUNTY DEED RECORDS. SAID LOT, TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET AT THE EAST CORNER OF BLOCK "T", THE EAST CORNER OF THE BOATMAN TRACT AND AT THE INTERSECTION OF THE NORTHWEST MARGIN OF 5TH STREET AND THE SOUTHWEST MARGIN OF KERR STREET; WITNESS: FOUND 1/2" IRON ROD SOUTH 43 DEGREES 31 MINUTES EAST 40.0 FEET;

THENCE SOUTH 46 DEGREES 08 MINUTES 35 SECONDS WEST, WITH THE NORTH MARGIN OF 5TH STREET, 100.00 FEET TO A 1/2" IRON ROD SET FOR CORNER AT THE SOUTH CORNER OF THE BOATMAN TRACT;

THENCE NORTH 43 DEGREES 31 MINUTES WEST 67.00 FEET TO A 1/2" IRON ROD SET AT THE WEST CORNER OF THE BOATMAN TRACT AND IN THE SOUTHWEST LINE OF THE DON VAN HUFFINAN TRACT RECORDED IN VOLUME 1652, PAGE 775;

THENCE NORTH 46 DEGREES 08 MINUTES 35 SECONDS EAST 100.00 FEET TO A 1/2" IRON ROD SET AT THE NORTH CORNER OF THE BOATMAN TRACT AND IN THE SOUTHWEST MARGIN OF KERR STREET;

THENCE SOUTH 43 DEGREES 34 MINUTES EAST, ALONG THE SOUTHWEST MARGIN OF KERR STREET, 67.00 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.154 ACRES OF LAND.

EXHIBIT "B"

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN NAVARRO COUNTY, TEXAS ON THE JOSEPH LYNN SURVEY, A-493 AND BEING A PART OF BLOCK "T", COLLEGE ADDITION TO THE CITY OF BLOOMING GROVE, TEXAS RECORDED IN VOLUME 66, PAGE 516 OF THE NAVARRO COUNTY DEED RECORDS AND ALSO BEING A PART OF A TRACT CONVEYED TO DON VAN HOFFMAN AND WIFE PATRICIA VAN HOFFMAN BY THE ESTATE OF BEN DAVIS KAGLER BY DEED DATED AUGUST 26, 2003 AND RECORDED IN VOLUME 1652, PAGE 0775 OF THE NAVARRO COUNTY DEED RECORDS. SAID LOT, TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET IN THE SOUTHEAST LINE OF THE VAN HOFFMAN TRACT, NORTH 43 DEGREES 31 MINUTES WEST 67.00 FEET FROM ITS EAST CORNER, AT THE NORTH CORNER OF THE MELVIN BOATMAN TRACT RECORDED IN VOLUME 853, PAGE 202 AND IN THE SOUTHWEST MARGIN OF KERR STREET;

THENCE SOUTH 46 DEGREES 08 MINUTES 35 SECONDS WEST 100.00 FEET TO A 1/2" IRON ROD SET AT THE WEST CORNER OF THE BOATMAN TRACT AND IN THE NORTHWEST LINE OF THE VAN HOFFMAN TRACT;

THENCE NORTH 43 DEGREES 31 MINUTES WEST 5.01 FEET TO A CHAIN LINK FENCE CORNER IN THE NORTHWEST LINE OF THE VAN HOFFMAN TRACT;

THENCE NORTH 45 DEGREES 56 MINUTES 44 SECONDS EAST, PARTLY ALONG A CHAIN LINK FENCE, 100.00 FEET TO A POINT FOR CORNER IN THE SOUTHEAST LINE OF THE VAN HOFFMAN TRACT AND THE NORTHWEST MARGIN OF KERR STREET;

THENCE SOUTH 43 DEGREES 31 MINUTES EAST 5.35 FEET TO THE PLACE OF BEGINNING AND CONTAINING 0.012 ACRES OF LAND.

409 KERR STREET, BLOOMING GROVE, TX 76626

Reported Address:

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: JPMorgan Chase Bank, National Association
Mortgage Servicer: JPMorgan Chase Bank, N.A.
Current Beneficiary: JPMorgan Chase Bank, National Association
Mortgage Servicer Address: PO Box 1015238, Columbus, OH 43219

SALE INFORMATION:

Date of Sale: Tuesday, the 1st day of August, 2017
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): Robert LaMont or Sheryl LaMont or Harriett Fletcher or David Sims or Allan Johnston or Sharon St. Pierre, Braden Barnes, Michael Burns, Thuy Frazier, 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 Robert LaMont or Sheryl LaMont or Harriett Fletcher or David Sims or Allan Johnston or Sharon St. Pierre, Braden Barnes, Michael Burns, Thuy Frazier, 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. Robert LaMont or Sheryl LaMont or Harriett Fletcher or David Sims or Allan Johnston or Sharon St. Pierre, Braden Barnes, Michael Burns, Thuy Frazier, 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.

