

RECEIVED

FEB 27 2020

11:36 AM  
GRACIE ALANIZ-GONZALES  
COUNTY CLERK

1106 Orion Dr . Portland. TX, 78374  
10200.0167

**APPOINTMENT OF SUBSTITUTE TRUSTEE AND  
NOTICE OF SUBSTITUTE TRUSTEE SALE**

**THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

**APPOINTMENT OF  
SUBSTITUTE TRUSTEE:**

WHEREAS, in my capacity as the attorney for the Mortgagee and/or its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, I hereby name, appoint and designate Jack O'Boyle, Chris Ferguson, Travis Gray, Arnold Mendoza, Sandra Mendoza, Alexis Mendoza, Susana Sandoval, Travis Gray, Chris Ferguson, or Jack O'Boyle, each as Substitute Trustee, to act under and by virtue of said Deed of Trust, including posting and filing the public notice required under Section 51.002 Texas Property Code as amended, and to proceed with a foreclosure of the Deed of Trust lien securing the payment of the Note.

**SUBSTITUTE TRUSTEE'S  
ADDRESS:**

c/o JACK O'BOYLE & ASSOCIATES, Mailing Address: P.O. Box 815369, Dallas, Texas 75381;  
Physical Address: 12300 Ford Road, Suite 212, Dallas, TX 75234.

**NOTICE OF SUBSTITUTE  
TRUSTEE SALE:**

WHEREAS, default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on May 05, 2020 between the hours of 1pm-4pm the Substitute Trustee will sell said real property at the place hereinafter set out and pursuant to the terms herein described. The sale will begin at the earliest time stated above or within three (3) hours after that time.

**LOCATION OF SALE:**

The place of the sale shall be: On the first floor of the San Patricio County Courthouse at the south entrance between the glass doors in the vestibule, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court in SAN PATRICIO County, Texas or as designated by the County Commissioners.

**INSTRUMENT TO BE  
FORECLOSED:**

Deed of Trust or Contract Lien dated 07/23/2014 and recorded under Volume, Page or Clerk's File No. Doc No. 639439 in the real property records of San Patricio County Texas, with DALLAS JORDAN REEVES, A MARRIED MAN JOINED HEREIN BY JESSICA LYNN REEVES as Grantor(s) and First Community Bank as Original Mortgagee.

**OBLIGATIONS SECURED:**

Deed of Trust or Contract Lien executed by DALLAS JORDAN REEVES, A MARRIED MAN JOINED HEREIN BY JESSICA LYNN REEVES securing the payment of the indebtedness in the original principal amount of \$122,048.00 and obligations therein described including but not limited to the promissory note and all the modifications, renewals and extensions of the promissory note (the "Note") executed by DALLAS JORDAN REEVES. HOME POINT FINANCIAL CORPORATION is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

**MORTGAGE SERVICING  
INFORMATION:**

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. Home Point Financial Corporation is acting as the Mortgage Servicer for HOME POINT FINANCIAL CORPORATION who is the Mortgagee of the Note and Deed of Trust associated with the above referenced loan. Home Point Financial Corporation, as Mortgage Servicer, is representing the Mortgagee, whose address is:



4720003

HOME POINT FINANCIAL CORPORATION  
c/o Home Point Financial Corporation  
11511 Luna Road, Suite 200, Farmers Branch, TX 75234

**LEGAL DESCRIPTION OF  
PROPERTY TO BE SOLD:**

LOT THREE (3), BLOCK TWO (2), WESTCLIFF ADDITION UNIT I. AN ADDITION TO THE CITY OF PORTLAND, SAN PATRICIO COUNTY, TEXAS. ACCORDING TO THE MAP OR PLAT RECORDED AT VOLUME 6, PAGE 40 OF THE MAP RECORDS OF SAN PATRICIO COUNTY, TEXAS (the "Property")

**REPORTED PROPERTY  
ADDRESS:**

1106 Orion Dr , Portland, TX 78374

**TERMS OF SALE:** The Substitute Trustee will sell the Property by public auction at the place and date specified herein.

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 and the priority of the lien being foreclosed.

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 Mortgagee and/or Mortgage Servicer 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 priority, nature and extent of such matters, if any.

In the event of a defect or other problem with the foreclosure process is discovered that may invalidate the sale, the consideration paid will be returned to the purchaser as the sole and absolute remedy. In the event of any claim or action brought by any person including the purchaser requiring or resulting in the invalidation of the sale and rescission of the Trustee's Deed or Substitute Trustee's Deed, purchaser's damages resulting therefrom are limited to the consideration paid to the Trustee or Substitute Trustee and the sole and absolute remedy shall be the return to purchaser of the consideration paid. The purchaser shall have no further recourse against the Trustee, Substitute Trustee, Mortgagee and/or Mortgage Servicer, or its attorney(s).

The Deed of Trust permits the Mortgagee and/or Mortgage Servicer to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee under the Deed of Trust or Substitute Trustee appointed herein 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.

**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.**

Signed on the 24 day of February, 2020

Respectfully,

JACK O'BOYLE & ASSOCIATES. PLLC

  
\_\_\_\_ Jack O'Boyle | SBN: 15165300

[jack@jackobovle.com](mailto:jack@jackobovle.com)

\_\_\_\_ Travis H. Gray | SBN: 24044965

[travis@jackobovle.com](mailto:travis@jackobovle.com)

\_\_\_\_ Chris S. Ferguson | SBN: 24069714

[chris@jackobovle.com](mailto:chris@jackobovle.com)

P.O. Box 815369

Dallas, Texas 75381

P: 972.247.0653 | F: 972.247.0642

ATTORNEYS FOR MORTGAGEE AND/OR ITS MORTGAGE  
SERVICER

RECEIVED

APR 14 2020

1:38 PM  
GRACIE ALANIZ-GONZALES  
COUNTY CLERK**Notice of Trustee's Sale**

**WHEREAS**, this Notice of Trustee's Sale is being given in connection with the following instrument ("*Security Instrument*"), to-wit:

**Type:** Deed of Trust  
**Date:** August 25, 2016  
**Grantor:** Sylvia Salas

**WHEREAS**, the Security Instrument secures the payment of an indebtedness ("*Indebtedness*") more particularly described therein, and pertains to that certain tract of real property, together with all improvements thereon, if any, ("*Property*") being more particularly described on Exhibit "A" attached hereto and made a part hereof for all purposes; and

**WHEREAS**, R. Gary Laws is the current owner and holder of the Indebtedness; and

**WHEREAS**, the following default(s) ("*Default*") have occurred in connection with the Security Instrument:

X Payment of the Indebtedness

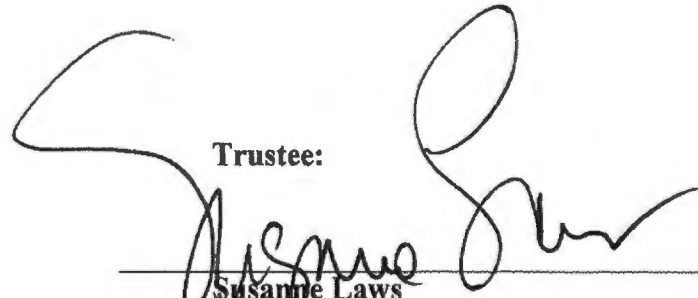
and as a result of the Default, the Indebtedness is now due and payable, but has not been paid; and

**WHEREAS**, the undersigned is authorized under the terms of the Security Instrument to act as Trustee, whether the undersigned was the original trustee, or has been duly appointed as substitute trustee; and

**WHEREAS**, R. Gary Laws has requested and instructed the undersigned as Trustee to post notice of the sale of, and to sell, the Property so as to satisfy, to the extent possible, the Indebtedness;

**NOW THEREFORE, NOTICE IS HEREBY GIVEN** that on Tuesday, 05/05/2020, at 10:00:00 AM, or at any time not more than three (3) hours thereafter, the Trustee will sell the Property in the area designated for foreclosure sales in the front of the San Patricio County Courthouse, to the highest bidder for cash. The sale will be made with the Property being sold "AS IS", and will subject to all matters effecting title to the Property which are superior to the liens created by the Security Instrument, including, but not limited to any ad valorem property taxes due on the Property.

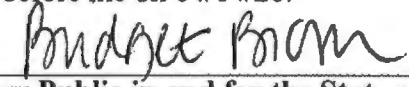
**ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED SERVICES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.**

Trustee:  
  
 \_\_\_\_\_  
 Susanna Laws

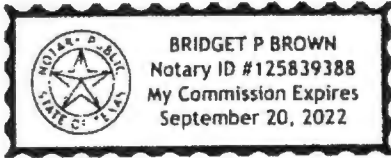
**THE STATE OF TEXAS:**

**COUNTY OF NUECES:**

This instrument was acknowledged before me on 04/14/20.

  
 \_\_\_\_\_  
 Notary Public in and for the State of T E X A S

My Commission Expires:



**After Recording Return To:**  
 R. Gary Laws  
 802 N. Carancahua, Suite 2100  
 Corpus Christi, Texas 78401

**Exhibit "A"**

Lot 7, Block 12, Portland Twin Fountains #2, An Addition to the City of Portland, San Patricio County, Texas, According to the Map or Plat Recorded in Volume 12, Pages 39-40, of the Map Records of San Patricio County, Texas

also known as: 1809 Dolphin Dr, Portland, Texas 78374