

## NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

**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. Sender is: Codilis & Moody, P.C., 400 North Sam Houston Parkway East, Suite 900A, Houston, Texas 77060**

### INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION

Deed of Trust dated July 28, 2000 and recorded under Vol. 1059, Page 232, or Clerk's File No. 6044, in the real property records of PALO PINTO County Texas, with Tony E Boyd, Single as Grantor(s) and Jim Walter Homes, Inc. as Original Mortgagee.

Deed of Trust executed by Tony E Boyd, Single securing payment of the indebtedness in the original principal amount of \$55,880.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by Tony E Boyd. U.S. Bank, N.A., as Trustee, successor in interest to Wachovia Bank, National Association, as Trustee, successor by merger to First Union National Bank as Trustee, for Mid-State Trust X is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

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. Shellpoint Mortgage Servicing is acting as the Mortgage Servicer for the Mortgagee. Shellpoint Mortgage Servicing, is representing the Mortgagee, whose address is: 75 Beattie Place, Suite 300, Greenville, SC 29601.

#### Legal Description:

**BEING ALL OF LOT ELEVEN (11), IN BLOCK SIX (6), OF THE ELMHURST ADDITION TO THE CITY OF MINERAL WELLS, IN PALO PINTO COUNTY, TEXAS.**

### SALE INFORMATION

**Date of Sale: 06/07/2022**

**Earliest Time Sale Will Begin: 1:00 PM**

**Location of Sale:** The place of the sale shall be: PALO PINTO County Courthouse, Texas at the following location: On the exterior steps at the entrance to the door of the Palo Pinto County Courthouse which opens and faces to the south, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court

### TERMS OF SALE

A 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.

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. 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.



The sale will begin at the earliest time stated above, or within three (3) hours after that time. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee or the Mortgagee's attorney.

**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 OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**

**WHEREAS**, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, **I HEREBY APPOINT AND DESIGNATE Guy Wiggs, Brenda Wiggs, David Stockman, Donna Stockman, Michelle Schwartz, Kathy Arrington, Janet Pinder, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or Covius Servicing and Capital Markets Solutions, as Substitute Trustee.**

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is:  
Codilis & Moody, P.C.  
400 N. Sam Houston Pkwy E, Suite 900A  
Houston, TX 77060  
(281) 925-5200

Executed on 04/06/2022.

/s/ Danya F. Gladney SBOT No. 24059786, Attorney at Law  
Codilis & Moody, P.C.  
400 N. Sam Houston Pkwy E, Suite 900A  
Houston, TX 77060  
(281) 925-5200

Posted and filed by: \_\_\_\_\_

Printed Name: \_\_\_\_\_

C&M No. 44-22-0529

**FILED**  
At 3:35 O'Clock P M.

APR - 7 2022

Janette K. Drew  
Clerk of the County Court  
Palo Pinto County, Texas  
By A. Figueroa Deputy

A  
RTS-267  
Our Case No. 19-03943-FC-5

APR 14 2022  
J. M. K. K. K.  
Clerk of the County Court  
Palo Pinto County, Texas  
By: [Signature] Deputy

## APPOINTMENT OF SUBSTITUTE TRUSTEE and NOTICE OF TRUSTEE SALE

THE STATE OF TEXAS  
COUNTY OF PALO PINTO

Deed of Trust Date:  
April 20, 2018

Property address:  
900 NW 11TH ST  
MINERAL WELLS, TX 76067

Grantor(s)/Mortgagor(s):  
JAMES LEON MCNABB AND JAMIE LYNN ELGIN,  
HUSBAND AND WIFE

LEGAL DESCRIPTION: BEING THE WEST 21 FEET OF LOT FIFTEEN (15) AND THE EAST 44 FEET OF LOT SIXTEEN (16), BLOCK "A", LAKEVIEW PLACE ADDITION TO THE CITY OF MINERAL WELLS, PALO PINTO COUNTY, TEXAS, ACCORDING TO THE PLAT OF SAID ADDITION OF RECORD IN VOLUME 25, PAGE 159, DEED RECORDS OF PALO PINTO COUNTY, TEXAS.

Original Mortgagee:  
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS,  
INC. ("MERS"), AS BENEFICIARY, AS NOMINEE FOR  
EVERETT FINANCIAL INC. D/B/A SUPREME LENDING  
ITS SUCCESSORS AND ASSIGNS

Earliest Time Sale Will Begin: 10:00 AM

Current Mortgagee:  
PENNYMAC LOAN SERVICES, LLC

Date of Sale: JUNE 7, 2022

Property County: PALO PINTO

Original Trustee: SCOTT EVERETT

Recorded on: May 14, 2018  
As Clerk's File No.: 2018-00002142  
Mortgage Servicer:  
PENNYMAC LOAN SERVICES, LLC

Substitute Trustee:  
Ramiro Cuevas, Aurora Campos, Jonathan Harrison, Shawn Schiller, Patrick Zwiers, Dana Kamin, Lisa Bruno, Angie Uselton, Tonya Washington, Monica Henderson, Kristopher Holub, Meryl Olsen, Misty McMillan, Tiffney Bruton, Auction.com, David Ray, Donna Stockman, Brenda Wiggs, David Stockman, Michelle Schwartz, Guy Wiggs, Kathy Arrington, Janet Pinder, Marinosci Law Group PC

Substitute Trustee Address:  
c/o Marinosci Law Group, PC  
14643 Dallas Parkway, suite 750  
Dallas, TX 75254  
(972) 331-2300

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 OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

The current Mortgagee and/or Mortgage Servicer under said Deed of Trust, according to the provisions therein set out does hereby remove the original trustee and all successor substitute trustees and appoints in their stead Ramiro Cuevas, Aurora Campos, Jonathan Harrison, Shawn Schiller, Patrick Zwiers, Dana Kamin, Lisa Bruno, Angie Uselton, Tonya Washington, Monica Henderson, Kristopher Holub, Meryl Olsen, Misty McMillan, Tiffney Bruton, Auction.com, David Ray, Donna Stockman, Brenda Wiggs, David Stockman, Michelle Schwartz, Guy Wiggs, Kathy Arrington, Janet Pinder, Marinosci Law Group PC, as Substitute Trustee, who shall hereafter exercise all powers and duties set aside to the said original trustee under the said Deed of Trust, and, further, does hereby request, authorize and instruct said Substitute Trustee to conduct and direct the execution of remedies set aside to the Mortgagee therein.



WHEREAS, default has occurred in the payment of said indebtedness, and the same is now wholly due and the owner and holder has requested to sell said property to satisfy said indebtedness

NOW, THEREFORE, NOTICE IS HEREBY GIVEN that on Tuesday, JUNE 7, 2022 between ten o'clock AM and four o'clock PM and beginning not earlier than 10:00 AM or not later than three hours thereafter. The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will be conducted at the Palo Pinto County Courthouse, 520 Oak Street, Palo Pinto, TX 76484 as designated by the Commissioners' Court, of said county pursuant to Section 51.002 of the Texas Property Code as amended; if no area is designated by the Commissioners' Court, the sale will be conducted in the area immediately adjacent (next) to the location where this notice was posted.

PENNYMAC LOAN SERVICES, LLC, who is the Mortgagee and/or Mortgage Servicer of the Note and Deed of Trust associated with the above referenced loan. 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 debt.

**ACTIVE MILITARY SERVICE NOTICE**

Assert and protect your rights as a member of the armed forces of the United States. If you 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.

WITNESS MY HAND, March 11<sup>th</sup> 2022

Donna Stockman

MARINOSCI LAW GROUP, PC

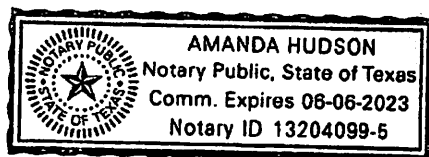
By: [Signature]  
SAMMY HOODA  
MANAGING ATTORNEY

THE STATE OF TEXAS  
COUNTY OF DALLAS

Before me, Amanda Hudson, the undersigned officer, on this, the 11<sup>th</sup> day of March 2022, personally appeared SAMMY HOODA, known to me, who identified herself/himself to be the MANAGING ATTORNEY of MARINOSCI LAW GROUP PC, the person and officer whose name is subscribed to the foregoing instrument, and being authorized to do so, acknowledged that (s)he had executed the foregoing instrument as the act of such corporation for the purpose and consideration described and in the capacity stated.

Witness my hand and official seal

(SEAL)



Amanda Hudson  
Notary Public for the State of TEXAS

My Commission Expires: 6-6-2023  
Amanda Hudson  
Printed Name and Notary Public

Grantor: PENNYMAC LOAN SERVICES, LLC  
3043 TOWNSGATE ROAD, #200  
WESTLAKE VILLAGE, CA 91361  
Our File No. 19-03943

Return to: MARINOSCI LAW GROUP, P.C.  
MARINOSCI & BAXTER  
14643 DALLAS PARKWAY, SUITE 750  
DALLAS, TX 75254

## NOTICE OF FORECLOSURE 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 OR 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.**

**1. Property to Be Sold.** The property to be sold is described as follows: BEING THE SURFACE ONLY OF LOTS 636R, 637R AND 638R, THE HILLS ABOVE POSSUM KINGDOM LAKE PHASE THREE, SECTION FIVE, A SUBDIVISION IN PALO PINTO COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9, PAGE 127, SLIDE 693 AND REPLAT RECORDED IN VOLUME 9, PAGE 179, SLIDE 745, OF THE PLAT RECORDS OF PALO PINTO COUNTY, TEXAS.

**2. Instrument to be Foreclosed.** The instrument to be foreclosed is the Deed of Trust dated 05/07/2013 and recorded in Document 2013-00002845 real property records of Palo Pinto County, Texas.

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

Date: 06/07/2022

Time: 10:00 AM

Place: Palo Pinto County, Texas at the following location: THE EXTERIOR STEPS AT THE ENTRANCE TO THE DOOR OF SAID COURTHOUSE WHICH OPENS AND FACES TO THE SOUTH 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.

**5. Obligations Secured.** The Deed of Trust executed by KENNETH LEE PELHAM AND KENDRA KAY PELHAM, provides that it secures the payment of the indebtedness in the original principal amount of \$83,410.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. VETERANS LAND BOARD OF THE STATE OF TEXAS is the current mortgagee of the note and deed of trust and VETERANS LAND BOARD OF THE STATE OF TEXAS is mortgage servicer. A servicing agreement between the mortgagee, whose address is VETERANS LAND BOARD OF THE STATE OF TEXAS c/o VETERANS LAND BOARD OF THE STATE OF TEXAS, 1 Corporate Dr., Ste 360, Lake Zurich, IL 60047 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

**6. Substitute Trustee(s) Appointed to Conduct Sale.** In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

**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 OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**



Mackie Wolf Zientz & Mann, P.C.

Brandon Wolf, Attorney at Law

✓ L. Keller Mackie, Attorney at Law

Michael Zientz, Attorney at Law

Lori Liane Long, Attorney at Law

Chelsea Schneider, Attorney at Law

Ester Gonzales, Attorney at Law

Parkway Office Center, Suite 900


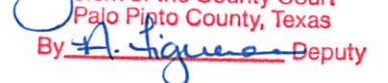
14160 Dallas Parkway

Dallas, TX 75254

**FILED**

At 2:05 O'Clock P.M.

APR 28 2022

  
Clerk of the County Court  
Palo Pinto County, Texas  
By  Deputy

**Certificate of Posting**

I am \_\_\_\_\_ whose address is c/o AVT Title Services, L.L.C, 5177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on \_\_\_\_\_ I filed this Notice of Foreclosure Sale at the office of the Palo Pinto County Clerk and caused it to be posted at the location directed by the Palo Pinto County Commissioners Court.



## NOTICE OF FORECLOSURE 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 OR 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.**

**1. Property to Be Sold.** The property to be sold is described as follows: LOT 6, OLSON'S GREEN ACRES, FOURTH ADDITION, PALO PINTO COUNTY, TEXAS, AS SHOWN ON THE PLAT THEREOF RECORDED IN VOLUME 4, PAGE 26, PLAT RECORDS OF PALO PINTO COUNTY, TEXAS.

**2. Instrument to be Foreclosed.** The instrument to be foreclosed is the Deed of Trust dated 04/06/2021 and recorded in Document 2021-00002345 real property records of Palo Pinto County, Texas.

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

Date: 06/07/2022

Time: 10:00 AM

Place: Palo Pinto County, Texas at the following location: THE EXTERIOR STEPS AT THE ENTRANCE TO THE DOOR OF SAID COURTHOUSE WHICH OPENS AND FACES TO THE SOUTH 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.

**5. Obligations Secured.** The Deed of Trust executed by ADAM HINKLE AND DESIREE HINKLE, provides that it secures the payment of the indebtedness in the original principal amount of \$171,830.00, and obligations therein described including but not limited to (a) the promissory note; and (b) all renewals and extensions of the note. Mid America Mortgage, Inc. is the current mortgagee of the note and deed of trust and MID AMERICA MORTGAGE, INC. is mortgage servicer. A servicing agreement between the mortgagee, whose address is Mid America Mortgage, Inc. c/o MID AMERICA MORTGAGE, INC., 15301 Spectrum Dr, Ste. 405, Addison, TX 75001 and the mortgage servicer and Texas Property Code § 51.0025 authorizes the mortgage servicer to collect the debt.

**6. Substitute Trustee(s) Appointed to Conduct Sale.** In accordance with Texas Property Code Sec. 51.0076, the undersigned attorney for the mortgage servicer has named and appointed, and by these presents does name and appoint AVT Title Services, LLC, located at 5177 Richmond Avenue Suite 1230, Houston, TX 77056, Substitute Trustee to act under and by virtue of said Deed of Trust.

**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 OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.**



Mackie Wolf Zientz & Mann, P.C.

Brandon Wolf, Attorney at Law

✓ L. Keller Mackie, Attorney at Law

Michael Zientz, Attorney at Law

Lori Liane Long, Attorney at Law

Chelsea Schneider, Attorney at Law

Ester Gonzales, Attorney at Law

Parkway Office Center, Suite 900

14160 Dallas Parkway

Dallas, TX 75254

**FILED**

At 2:05 O'Clock P.M.

APR 28 2022

  
Clerk of the County Court  
Palo Pinto County, Texas  
By  Deputy

**Certificate of Posting**

I am \_\_\_\_\_ whose address is c/o AVT Title Services, LLC, 5177 Richmond Avenue, Suite 1230, Houston, TX 77056. I declare under penalty of perjury that on \_\_\_\_\_ I filed this Notice of Foreclosure Sale at the office of the Palo Pinto County Clerk and caused it to be posted at the location directed by the Palo Pinto County Commissioners Court.



FILED  
At 8:44 O'Clock A M

# NOTICE OF FORECLOSURE SALE

MAY - 5 2022  
Janelle K. Gnan  
Clerk of the County Court  
Palo Pinto County, Texas  
By M. Galena Deputy

STATE OF TEXAS                   §  
  §  
COUNTY OF PALO PINTO       §

The following capitalized terms, as used in this document, shall have the meanings as set forth below:

Borrower:                   Ann Lanier Ellis and Lance F. Ellis, III

Lender:                   Patterson PK Land Partnership, Ltd., a Texas limited partnership

Note:                   A Promissory Note dated October 22, 2018, in the original principal amount of \$221,220.00, executed by Borrower as maker and payable to the order of Lender.

Deed of Trust:           A Deed of Trust dated October 22, 2018, executed by Borrower to Original Trustee, recorded in Book 2249, Page 90, Document Number 2018-00005672 of the Real Property Records of Palo Pinto County, Texas.

Property:               A tract of land being more particularly described by metes and bounds in **Exhibit A** attached hereto and made a part hereof for all purposes, and any leasehold interest transferred to Borrower from Patterson PK Land Partnership, Ltd. in conjunction with Lender's sale of the Property to Borrower.

Original Trustee:       Michael H. Patterson

Substitute  
Trustee:               Gregory W. Monroe, Hunter P. Harvison, or Scott Settle

Sale Date:               June 7, 2022, which is the first Tuesday of said month.

Earliest Time  
For Sale:               10:00 a.m. on the Sale Date.

County:               Palo Pinto County, Texas.

Designated  
Sale Area:           At the exterior steps at the entrance to the door of the courthouse which opens and faces to the South in Palo Pinto, Texas, located at 520 Oak Street, Palo Pinto, Texas, as designated by the Commissioner's Court.

A.       Under the terms of the Deed of Trust, the Property was conveyed in trust to Original Trustee for the benefit of the holder of the Note to secure, among other obligations, the payment of the Note.

B.       Default has occurred under the terms of the Note and the Deed of Trust. The indebtedness evidenced by the Note has either matured or has been accelerated in accordance with the terms of the Note and the Deed of Trust and as provided by law, and is now fully due and payable.

C.       By written instrument entitled "Removal of Trustee and Appointment of Substitute Trustee", Lender removed Original Trustee and any other person or persons previously appointed to act as

the trustee under the Deed of Trust, and appointed the Substitute Trustee to assume the powers of and to act in the place and stead of Original Trustee under the Deed of Trust, the removal and appointment being in the manner authorized by the Deed of Trust. Lender also requested the Substitute Trustee to sell the Property in the manner provided in the Deed of Trust and as required by law to satisfy, in whole or in part, the obligations secured by the Deed of Trust.

NOW, THEREFORE, notice is hereby given that the undersigned, as the Substitute Trustee under the Deed of Trust, will sell the Property by public sale at auction at the Designated Sale Area and on the Sale Date described above to the highest bidder for cash. Such public sale will begin no earlier than the Earliest Time for Sale described above and no later than three hours after that time. NO WARRANTIES, EITHER EXPRESS OR IMPLIED, ARE OR SHALL BE MADE REGARDING THE PROPERTY AS TO MERCHANTABILITY, HABITABILITY, FITNESS FOR PURPOSE, WORKMANSHIP, OR QUALITY, AND NO POLICY OF TITLE INSURANCE WILL BE FURNISHED TO THE PURCHASER.

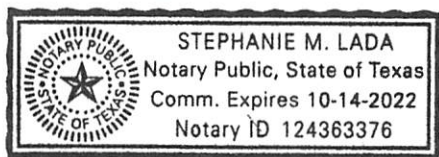
EXECUTED on May 3, 2022.



\_\_\_\_\_  
Gregory W. Monroe  
SUBSTITUTE TRUSTEE

STATE OF TEXAS           §  
                                     §  
COUNTY OF TARRANT   §

This instrument was acknowledged before me on May 3, 2022, by Gregory W. Monroe, Substitute Trustee.

  
\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

Gregory W. Monroe  
Baker Monroe, PLLC  
1612 Summit Avenue, Suite 100  
Fort Worth, Texas 76102

## EXHIBIT A

### PROPERTY DESCRIPTION

**SURFACE ONLY:** Being a 0.605 acre tract of land, more or less, out of the Frayhan De La Garza Survey, Abstract No. 196, Palo Pinto County, Texas; being the same tract described in Volume 926, Page 589 of the Official Public Records of Palo Pinto County, Texas; and being known as Lot 11 in Area 1-18 of District Tract 5-2-31 in Lease Block R025 of the Brazos River Authority Cottage Site Leases, Palo Pinto County, Texas; and being further described by metes and bounds as follows:

Beginning at a point (N: 6998524.11, E: 1961448.14) in the west line of Frontier Unit Road (paved) and at the northeast corner of Lot 10 for the southeast and beginning corner of this tract. Whence a found 60D nail in an asphalt drive bears S. 78 deg. 23 min. 47 sec. W. 0.24 feet and the southeast corner of said Lease Block R025 bears S. 23 deg. 04 min. 02 sec. W. 120.26 feet and the Brazos River Authority GPS Control Monument 01, recorded in Volume 1697, Page 8 of said Official Public Records, bears N. 20 deg. 48 min. 17 sec. E. 648.71 feet.

Thence N. 68 deg. 27 min. 55 sec. W. at 197.64 feet pass a found 60D nail and in all 235.03 feet to a point at the 1000 foot contour line of Possum Kingdom Lake and at the northwest corner of said Lot 10 for the southwest corner of this tract.

Thence along the meanders of the 1000 foot contour line of said Possum Kingdom Lake the following courses and distances:

- N. 00 deg. 42 min. 34 sec. W. 39.87 feet

- N. 89 deg. 46 min. 35 sec. E. 4.87 feet
- N. 00 deg. 21 min. 15 sec. W. 4.04 feet
- N. 88 deg. 20 min. 39 sec. W. 5.02 feet
- N. 00 deg. 45 min. 25 sec. W. 50.49 feet
- S. 50 deg. 21 min. 33 sec. E. 13.14 feet
- N. 19 deg. 42 min. 46 sec. E. 19.64 feet to a set 60D nail at a corner of Lot 12 for the northwest corner of this tract

Thence S. 68 deg. 40 min. 33 sec. E. at 25.15 feet pass a found 60D nail and in all 261.90 feet to a found 1/2" iron rod with cap (PRICE SURVEYING) in the west line of said Frontier Unit Road and at the southeast corner of said Lot 12 for the northeast corner of this tract.

Thence S. 23 deg. 04 min. 02 sec. W. 104.01 feet to the place of beginning.



**NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S 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.

**DEED OF TRUST INFORMATION:**

Date: 06/20/2018  
Grantor(s): LISA VANCE, A MARRIED WOMAN AND DEREK VANCE, HER HUSBAND  
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR GUILD MORTGAGE COMPANY, A CALIFORNIA CORPORATION, ITS SUCCESSORS AND ASSIGNS  
Original Principal: \$134,000.00  
Recording Information: Instrument 2018-00003401 ; re-recorded under Instrument 2018-00006605  
Property County: Palo Pinto  
Property: (See Attached Exhibit "A")  
Reported Address: 509 TRAVIS DRIVE, MINERAL WELLS, TX 76067

**MORTGAGE SERVICING INFORMATION:**

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

Current Mortgagee: Idaho Housing and Finance Association  
Mortgage Servicer: Idaho Housing and Finance Association  
Current Beneficiary: Idaho Housing and Finance Association  
Mortgage Servicer Address: 565 W. Myrtle, Boise, ID 83702

**SALE INFORMATION:**

Date of Sale: Tuesday, the 7th day of June, 2022  
Time of Sale: 01:00PM or within three hours thereafter.  
Place of Sale: AT THE EXTERIOR STEPS AT THE ENTRANCE TO THE DOOR OF THE COURTHOUSE WHICH OPENS AND FACES TO THE SOUTH in Palo Pinto County, Texas, Or, if the preceding area(s) is/are no longer the area(s) designated by the Palo Pinto County Commissioner's Court, at the area most recently designated by the Palo Pinto County Commissioner's Court.

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 Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Brenda Wiggs, Michelle Schwartz, Kathy Arrington or Janet Pinder, Braden Barnes, Rachel Donnelly, Carlos Hernandez-Vivoni, or Jamie E. Silver, 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. Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Brenda Wiggs, Michelle Schwartz, Kathy Arrington or Janet Pinder, Braden Barnes, Rachel Donnelly, Carlos Hernandez-Vivoni, or Jamie E. Silver, 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.

**FILED**  
At 1:32 O'Clock P.M.

MAY 12 2022

Janette K. [Signature]  
Clerk of the County Court  
Palo Pinto County, Texas  
[Signature] Deputy

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.

**Substitute Trustee(s):** Guy Wiggs, David Stockman, Donna Stockman, Angela Lewis, Brenda Wiggs, Michelle Schwartz, Kathy Arrington or Janet Pinder, Braden Barnes, Rachel Donnelly, Carlos Hernandez-Vivoni, or Jamie E. Silver, any to act.

**Substitute Trustee Address:** 14841 Dallas Parkway, Suite 425, Dallas, TX 75254

Document Prepared by:  
Bonial & Associates, P.C.  
14841 Dallas Parkway, Suite 425, Dallas, TX 75254  
AS ATTORNEY FOR THE HEREIN  
IDENTIFIED MORTGAGEE AND/OR  
MORTGAGE SERVICER

#### **Certificate of Posting**

I am \_\_\_\_\_ whose address is 14841 Dallas Parkway, Suite 425, Dallas, TX 75254. I declare under penalty of perjury that on \_\_\_\_\_ I filed and / or recorded this Notice of Foreclosure Sale at the office of the Palo Pinto County Clerk and caused it to be posted at the location directed by the Palo Pinto County Commissioners Court.

By: \_\_\_\_\_

#### **Exhibit "A"**

LOT 19, BLOCK 7, WESTERN HILLS ADDITION (SECOND FILING), AN ADDITION TO THE CITY OF MINERAL WELLS, PALO PINTO COUNTY, TEXAS, ACCORDING TO THE PLAT RECORDED IN VOLUME 2, PAGE 117, PLAT RECORDS, PALO PINTO COUNTY, TEXAS.

**Return to:** Bonial & Associates, P.C., 14841 Dallas Parkway, Suite 425, Dallas, TX 75254

FILED  
At 12:42 O'Clock P.M.

**NOTICE OF TRUSTEE'S SALE BY  
SUBSTITUTE TRUSTEE**

MAY 16 2022  
Janette K. Egan  
Clerk of the County Court  
Palo Pinto County, Texas  
By [Signature] Deputy

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

1. Property to Be Sold. The property to be sold is described in Exhibit "A" attached hereto.
2. Date, Time, and Place of Sale. The sale is scheduled to be held at the following date, time, and place:

Date: **June 7, 2022**

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

Place: Palo Pinto County Courthouse in Palo Pinto, Texas, at the south door of the courthouse.

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. Such reposting or refiling may be after the date originally scheduled for this sale.

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 cash on the day the property is sold.

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. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

4. Type of Sale. The sale is a non-judicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deeds of Trust executed by property owners listed in Exhibit "A". The Deeds of Trust are recorded in the plat records in the office of the County Clerk of Palo Pinto County, Texas, under the volumes and page numbers listed in Exhibit "A."

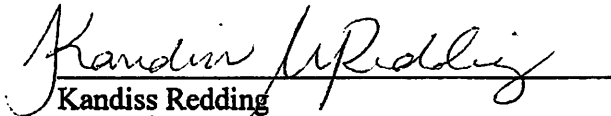
5. Obligations Secured. The Deeds of Trust provide that they secure the payment of the



[indebtedness and obligations therein described (collectively the "Obligations") including but not limited to (1) the promissory note in the original principal amount payable to the order of Double Diamond, Inc.; (2) all renewals and extensions of the note; and (3) any and all present and future indebtedness of the property owners to Double Diamond, Inc. Double Diamond, Inc. is the current owner and holder of the Obligations and is the beneficiary under the deed of trust.

6. 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 sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

Dated this 16 day of May, 2022.

  
Kandiss Redding  
160 Cliffs Drive  
Graford, Texas 76449  
(940) 745-7153

# EXHIBIT "A"

Cliffs I -	Cliffs Phase I Subdivision, as described in the Amended plat recorded in Slide 455-460 of the Plat Records of Palo Pinto County, Texas.
Cliffs II -	Cliffs Phase II Subdivision, as described in the plat recorded in Slide 468-473 of the Plat Records of Palo Pinto County, Texas.
Cliffs III-	Cliffs Phase III Subdivision, as described in the plat recorded in Slide 475-479 of the Plat Records of Palo Pinto County, Texas.
Cliffs IV-	Cliffs Phase IV Subdivision, as described in the plat recorded in Slide 480-485 of the Plat Records of Palo Pinto County, Texas.
Cliffs V-	Cliffs Phase V Subdivision, as described in the plat recorded in Slide 488 of the Plat Records of Palo Pinto County, Texas.
Cliffs VI-	Cliffs Phase VI Subdivision, as described in the plat recorded in Slide 489 of the Plat Records of Palo Pinto County, Texas.
Cliffs VII-	Cliffs Phase VII Subdivision, as described in the plat recorded in Slide 499-503 of the Plat Records of Palo Pinto County, Texas.
Cliffs VIII-	Cliffs Phase VIII Subdivision, as described in the plat recorded in Slide 491-498 of the Plat Records of Palo Pinto County, Texas.
Cliffs IX-	Cliffs Phase IX Subdivision, as described in the plat recorded in Slide 507-513 of the Plat Records of Palo Pinto County, Texas.
Cliffs X-	Cliffs Phase X Subdivision, as described in the plat recorded in Slide 509 of the Plat Records of Palo Pinto County, Texas.
Cliffs XI-	Cliffs Phase XI Subdivision, as described in the plat recorded in Slide 525 of the Plat Records of Palo Pinto County, Texas.
Cliffs XII-	Cliffs Phase XII Subdivision, as described in the plat recorded in Slide 582 of the Plat Records of Palo Pinto County, Texas.
Cliffs XIII-	Cliffs Phase XIII Subdivision, as described in the plat recorded in Slide 652 of the Plat Records of Palo Pinto County, Texas.
Birkdale-	Birkdale Timeshare Regime more fully described in the Declaration Establishing the Birkdale Timeshare Regime recorded in the Deed of Records of Palo Pinto County, Texas.
Vista Point-	Vista Point Timeshare Regime more fully described in the Declaration Establishing the Vista Point Timeshare Regime recorded in Volume 1160, Page 136 of the Deed of Records of Palo Pinto County, Texas.

<b>MORTGAGOR</b>	<b>LOT</b>	<b>SUBDIVISION</b>	<b>DEED OF TRUST</b>	
			<b>VOL</b>	<b>PAGE</b>
TRACY NEWBERRY & CHERYL NEWBERRY	19 & An Undivided 1/208 <sup>th</sup> interest in: Units 301, 302, 303 and 304	PHASE IX & BIRKDALE TIMESHARE REGIME	2178	59
KRISTIN MCBRIDE AS INDEPENDENT EXECUTOR OF THE ESTATE OF STUART DALE WHITWORTH	A 1/208 <sup>th</sup> Undivided interest in: Units 601, 602, 603 and 604	VISTA POINT TIMESHARE REGIME	1571	214