## RECORDING REQUESTED BY:

### WHEN RECORDED MAIL TO:

Robert LaMont, Harriett Fletcher, Ronnie Hubbard, Sheryl LaMont, Allan Johnston, Ramiro Cuevas, Aurora Campos, Jonathan Harrison, Shawn Schiller, Patrick Zwiers, Darla Boettcher, Irene Lindsay, Dana Kamin, Lisa Bruno, Vanessa McHaney c/o Malcolm Cisneros/Trustee Corps 17100 Gillette Avenue Irvine, CA 92614 (949) 252-8300

TS No TX06000055-19-1S

APN 013800-00015-0030

TO No 1104051

# NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on February 24, 2016, JEREMY LYNN ARNOLD AND LISA ARNOLD, HUSBAND AND WIFE as Grantor/Borrower, executed and delivered that certain Deed of Trust in favor of MICHAEL BURNS, ATTORNEY AT LAW as Trustee, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, as nominee for SUN WEST MORTGAGE COMPANY, INC., its successors and assigns, as original Beneficiary, which Deed of Trust secures the payment of that certain Promissory Note of even date therewith in the original amount of \$119,176.00, payable to the order of FREEDOM MORTGAGE CORPORATION as current Beneficiary, which Deed of Trust recorded on March 2, 2016 as Document No. 131499-2016 and that said Deed of Trust was modified by Modification Agreement and recorded June 28, 2018 as Instrument Number 154257-2018 in Lamar County, Texas. Deed of Trust covers all of the real property described therein, including, but not limited to, all of the following described property, rights and interests (the "Property"), to-wit: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

### APN 013800-00015-0030

WHEREAS, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed Robert LaMont, Harriett Fletcher, Ronnie Hubbard, Sheryl LaMont, Allan Johnston, Ramiro Cuevas, Aurora Campos, Jonathan Harrison, Shawn Schiller, Patrick Zwiers, Darla Boettcher, Irene Lindsay, Dana Kamin, Lisa Bruno, Vanessa McHaney or either of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust; and

WHEREAS, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and **FREEDOM MORTGAGE CORPORATION**, the legal holder of such indebtedness and the liens securing same has requested either one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust.

RECEIVED BY
LAMAR COUNTY CLERKS OFFICE
ON THIS THE 12th DAY OF Dec., 2019

NOW THEREFORE, NOTICE IS HEREBY GIVEN that on **Tuesday**, **February 4, 2020** at **01:00 PM**, no later than three (3) hours after such time, being the first Tuesday of such month, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place in Lamar County, Texas, at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a Deed of Trust or other contract lien as follows: **Lamar County Courthouse**, **119 North Main**, **Paris**, **TX 75460**, **or in the area designated by the Commissioner's Court**.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of and FREEDOM MORTGAGE CORPORATION's election to proceed against and sell both the real property and any personal property described in said Deed of Trust in accordance with and FREEDOM MORTGAGE CORPORATION's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

NOTICE IS FURTHER GIVEN, that except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust. Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "as is", "where is" condition. Conveyance of the Property shall be made without any representations or warranties whatsoever, expressed or implied. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters and are advised to conduct an independent investigation of the nature and physical condition 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 expressed or implied warranties, except as to the warranted.

WITNESS, my hand this 10 day of December 2019.

By Robert LaMont, Harriett Fletcher, Ronnie Hubbard, Sheryl LaMont, Allan Johnston, Ramiro Cuevas, Aurora Campos, Jonathan Harrison, Shawn Schiller, Patrick Zwiers, Darla Boettcher, Irene Lindsay, Dana Kamin, Lisa Bruno, Vanessa McHaney

Substitute Trustee(s)

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.

SALE INFORMATION CAN BE OBTAINED ONLINE AT www.Auction.com
FOR AUTOMATED SALES INFORMATION PLEASE CALL: Auction.com at 800.280.2832

FOR REINSTATEMENT / PAY OFF REQUESTS CONTACT: (949) 252-8300 THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

#### **EXHIBIT "A"**

Situated with Limits of the City of Paris, in the County of Lamar, State of Texas, a part of the Joseph Leach Survey #524, and being a lot conveyed to Woodrow C. Plunkett and wife by deed recorded in Vol. 981, Page 182, in the Real Property Records of said County and State, said Plunkett lot being known as lot 3, block "O", of Momingside Estates, Phase 5, as recorded in Envelope 217-A, in the Plat Records of said County and State.

Beginning at a 3/8" iron pin found at the Northeast corner of said lot 3 and at the Southeast corner of lot 2, block "O", of said Morningside Estates, Phase 5.

Thence S 66'04'50" W a distance of 140.09' to a 3/8" iron pin found for corner at the Northwest corner of said lot 3 and at the Southwest corner of said lot 2;

Thence S 21°08'55" E along the East boundary line of Loop Highway 286 a distance of 109.62' to a concrete marker found for corner at the Southwest corner of said lot 3 and at the Northwest corner of lot 4, block "O", of said Morningside Estates, Phase 5;

Thence N 62° 43'27" E a distance of 149.991 to a 3/8" iron pin found at the Southeast corner of said lot 3 and at the Northeast corner of said lot 4;

Thence along the West boundary line of Brandyn Place as follows:

Northwesterly around a curve (with a radius of 188.70', with a chord bearing and length of N 30°15'40" W 59.05') to the right a distance of 59.29' to a 1/2" iron pin found;

N 20°57'32" W a distance of 42.08' to the point of beginning, and containing 0.343 acres of land.

**CAD# R-13438**