## NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

## **DEED OF TRUST INFORMATION:**

Date:

05/07/2007

Grantor(s):

DARLA SHAWHART AND TIMMY SHAWHART, WIFE AND HUSBAND

Original Mortgagee:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE

FOR COUNTRYWIDE HOME LOANS, INC., ITS SUCCESSORS AND ASSIGNS

Original Principal:

\$119,000.00

Recording Information:

Book 1886 Page 74 Instrument 00048533

Property County:

Property:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN LAMAR COUNTY, TEXAS, PART OF THE STEPHEN PETERS SURVEY #715 AND BEING LOT SEVEN (7) IN BLOCK "A" OF THE WELLINGTON NORTH, PHASE 1, ACCORDING TO PLAT OF SUCH ADDITION RECORDED IN ENVELOPE 375-B, LAMAR COUNTY

PLAT RECORDS.

Reported Address:

5320 COLBIE, RENO, TX 75462-5900

## **MORTGAGE SERVICING INFORMATION:**

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

Current Mortgagee:

Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing

under the laws of the United States of America

Mortgage Servicer:

Seterus, Inc.

Current Beneficiary:

Federal National Mortgage Association ("Fannie Mae"), a corporation organized and existing

under the laws of the United States of America

Mortgage Servicer Address: 14523 SW Millikan Way, Suite 200, Beaverton, OR 97005

## SALE INFORMATION:

Date of Sale: Time of Sale:

Tuesday, the 6th day of September, 2016

Place of Sale:

11:00AM or within three hours thereafter. THE EAST FOYER, JUST INSIDE THE FIRST FLOOR EAST ENTRANCE TO THE

LAMAR COUNTY COURTHOUSE AT 119 NORTH MAIN STREET, PARIS, LAMAR COUNTY. in Lamar County, Texas, or, if the preceding area is no longer the designated area,

at the area most recently designated by the Lamar County Commissioner's Court.

Substitute Trustee(s):

Shannah Walker, Danny Davis, Sue Spasic, Zoran W. Spasic, 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 Shannah Walker, Danny Davis, Sue Spasic, Zoran W. Spasic, 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. Shannah Walker, Danny Davis, Sue Spasic, Zoran W. Spasic, 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.

9565-N-0101

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**POSTPKG**