

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

FILED FOR RECORD

DEED OF TRUST INFORMATION:

Date: 04/06/2001
Grantor(s): DAVID BENNETT AND SPOUSE, KIM BENNETT
Original Mortgagee: LRS FINANCIAL NETWORK, INC., DBA HNB MORTGAGE
Original Principal: \$37,149.00
Recording Information: Book 250 Page 737 Instrument 929
Property County: Dawson
Property:

1166 JUN 30 2017 4/31

Cyberia Vera 12:45 PM
DAWSON COUNTY CLERK

Reported Address: THE WEST 20 FEET OF LOT 3 AND THE EAST 50 FEET OF LOT 4, BLOCK 4, AMENDED PLAT OF THE CHICAGO HEIGHTS ADDITION TO THE TOWN OF LAMESA, DAWSON COUNTY, TEXAS, AS PER PLAT RECORDED IN VOLUME 2, PAGE 39, PLAT RECORDS, DAWSON COUNTY, TEXAS.
106 NORTH 22ND PLACE, LAMESA, TX 79331

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: U.S. Bank Trust National Association, not in its individual capacity but solely as Delaware trustee and U.S. Bank National Association, not in its individual capacity but solely as Co-Trustee for Government Loan Securitization Trust 2011-FV1
Mortgage Servicer: Wells Fargo Bank, N. A.
Current Beneficiary: U.S. Bank Trust National Association, not in its individual capacity but solely as Delaware trustee and U.S. Bank National Association, not in its individual capacity but solely as Co-Trustee for Government Loan Securitization Trust 2011-FV1
Mortgage Servicer Address: 3476 Stateview Boulevard, Fort Mill, SC 29715

SALE INFORMATION:

Date of Sale: Tuesday, the 5th day of September, 2017
Time of Sale: 1:00PM or within three hours thereafter.
Place of Sale: AT THE SOUTH DOORS OF THE COURTHOUSE in Dawson County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Dawson County Commissioner's Court.
Substitute Trustee(s): Shelley Nail, Donna Trout, Stefanie Morgan, Jonathan Schendel, Ramiro Cuevas, Frederick Britton, Doug Woodard, Chris Demarest, Kristie Alvarez, 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 Shelley Nail, Donna Trout, Stefanie Morgan, Jonathan Schendel, Ramiro Cuevas, Frederick Britton, Doug Woodard, Chris Demarest, Kristie Alvarez, 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. Shelley Nail, Donna Trout, Stefanie Morgan, Jonathan Schendel, Ramiro Cuevas, Frederick Britton, Doug Woodard, Chris Demarest, Kristie Alvarez, 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.

