

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

APR 10 2017

DEED OF TRUST INFORMATION:

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS

Date: 01/17/2007
Grantor(s): JAMES M. MCCLENDON AND REBECCA L. GULL, HUSBAND AND WIFE
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS
NOMINEE FOR FRANKLIN BANK, SSB, ITS SUCCESSORS AND ASSIGNS

Original Principal: \$69,000.00
Recording Information: Book 1359 Page 425 Instrument 117004
Property County: Panola
Property:

ALL THAT CERTAIN LOT OR PARCEL OF LAND, A PART OF THE EDWIN SMITH SURVEY, A-601, PANOLA COUNTY, TEXAS, AND BEING LOT 9, BLOCK 2, WILDWOOD ESTATES, CITY OF BECKVILLE, AS SHOWN ON PLAT OF SAID ADDITION RECORDED IN VOLUME 4, PAGE 88 OF THE PLAT RECORDS OF PANOLA COUNTY, TEXAS, AND BEING THE SAME TRACT OF LAND CONVEYED BY DEED DATED OCTOBER 3, 1979, FROM EAST TEXAS CONTRACTORS, INC. TO MILLARD RAY JONES AND WIFE, GAYLIA JONES, RECORDED IN VOLUME 664, PAGE 69 OF THE DEED RECORDS OF PANOLA COUNTY, TEXAS.

Reported Address: 147 LARKSPUR, BECKVILLE, TX 75631

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: Ditech Financial LLC
Mortgage Servicer: Ditech Financial LLC
Current Beneficiary: Ditech Financial LLC
Mortgage Servicer Address: 3000 Bayport Drive, Suite 880, Tampa, FL 33607

SALE INFORMATION:

Date of Sale: Tuesday, the 2nd day of May, 2017

Time of Sale: 01:00PM or within three hours thereafter.

Place of Sale: AT THE STEPS OF THE COURTHOUSE, SUCH STEPS BEING LOCATED ON THE EAST SIDE OF THE COURTHOUSE in Panola County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Panola County Commissioner's Court.

Substitute Trustee(s): Sheryl LaMont, Robert LaMont, David Sims, Sharon St. Pierre, Harriett Fletcher, Carol Hampton, Aurora Campos, Ramiro Cuevas, Patrick Zwiers, Kristopher Holub, Frederick Britton, Darla Boettcher, Shawn Schiller, Allan Johnston, 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 Sheryl LaMont, Robert LaMont, David Sims, Sharon St. Pierre, Harriett Fletcher, Carol Hampton, Aurora Campos, Ramiro Cuevas, Patrick Zwiers, Kristopher Holub, Frederick Britton, Darla Boettcher, Shawn Schiller, Allan Johnston, 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. Sheryl LaMont, Robert LaMont, David Sims, Sharon St. Pierre, Harriett Fletcher, Carol Hampton, Aurora Campos, Ramiro Cuevas, Patrick Zwiers, Kristopher Holub, Frederick Britton, Darla Boettcher, Shawn Schiller, Allan Johnston, 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.

