

AUG 23 2018

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

BOBBIE DAVIS
COUNTY CLERK, PANOLA COUNTY, TEXAS
BY *P. Woodard* DEPUTY

Date: 04/23/2010
Grantor(s): CARLITA S. HAWKINS AND TARUS L. HAWKINS, WIFE AND HUSBAND AS
COMMUNITY PROPERTY
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE
FOR ALACRITY LENDING COMPANY, ITS SUCCESSORS AND ASSIGNS
Original Principal: \$128,932.00
Recording Information: Book 1563 Page 12 Instrument 150651
Property County: Panola
Property:

ALL THAT CERTAIN LOT OR PARCEL OF LAND BEING LOT 10, OF THE ALBERT
DOWNS ADDITION, TO THE CITY OF CARTHAGE, PANOLA COUNTY, TEXAS,
ACCORDING TO THE MAP OR PLAT OF SAID ADDITION, AS THE SAME APPEARS
OF RECORD IN VOLUME 176, PAGE 651, OF THE DEED RECORDS OF PANOLA
COUNTY, TEXAS ALSO BEING KNOWN AS LOT 3, BLOCK 450, CITY OF
CARTHAGE, PANOLA COUNTY, TEXAS.

Reported Address: 220 DUKE STREET, CARTHAGE, TX 75633

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: Freedom Mortgage Corporation
Mortgage Servicer: Freedom Mortgage Corporation
Current Beneficiary: Freedom Mortgage Corporation
Mortgage Servicer Address: 907 Mt. Pleasant Valley, Mt. Laurel, NJ 08054

SALE INFORMATION:

Date of Sale: Tuesday, the 6th day of November, 2018
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, Harriett Fletcher, Carol Hampton, Allan
Johnston, Sharon St. Pierre, Ronnie Hubbard, Michael Burns, Elizabeth Hayes, Carlos R.
Hernandez-Vivoni, Sammy Hooda, or Suzanne Suarez, 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, Harriett Fletcher, Carol Hampton, Allan Johnston, Sharon St. Pierre, Ronnie Hubbard, Michael Burns, Elizabeth Hayes, Carlos R. Hernandez-Vivoni, Sammy Hooda, or Suzanne Suarez, 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, Harriett Fletcher, Carol Hampton, Allan Johnston, Sharon St. Pierre, Ronnie Hubbard, Michael Burns, Elizabeth Hayes, Carlos R. Hernandez-Vivoni, Sammy Hooda, or Suzanne Suarez, 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,

Bonial & Associates, P.C.

