NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

2013 SEP -9 PM 4: 32



Date: 12/14/2005

Grantor(s): CARLOS GARCIA, MARIA GARCIA

Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS

NOMINEE FOR GO BLUE, INC. D/B/A THE MORTGAGE GROUP,

ITS SUCCESSORS AND ASSIGNS

Original Principal: \$81,357.00

Recording Information: Book 1385 Page 0129 Instrument 012045

Property County: Hil

Property:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LYING AND SITUATED IN THE COUNTY OF HILL, STATE OF TEXAS, AND BEING LOTS TWELVE (12) AND THIRTEEN (13), BLOCK NO. FOUR (4) OF THE GREENWADE ADDITION TO THE TOWN OF WHITNEY, TEXAS, ACCORDING TO THE PLAT OF SAID ADDITION OF RECORD IN THE DEED RECORDS OF HILL COUNTY, TEXAS; SAVE AND EXCEPT, HOWEVER, THE SOUTH ONE-HALF OF LOT 12 IN BLOCK 4 OF SAID GREENWADE ADDITION CONVEYED BY T. H. HICKOX AND WIFE TO JOHN D. PHILLIPS AND WIFE BY DEED DATED JUNE 10, 1957, AND RECORDED IN VOLUME

409, PAGE 424, DEED RECORDS OF HILL COUNTY, TEXAS.

Reported Address: 310 SOUTH BRAZOS STREET, WHITNEY, TX 76692

## **MORTGAGE SERVICING INFORMATION:**

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

Current Mortgagee: JPMorgan Chase Bank, N.A.

Mortgage Servicer: JPMorgan Chase Bank, National Association

Current Beneficiary: JPMorgan Chase Bank, N.A.

Mortgage Servicer Address: PO Box 1015238, Columbus, OH 43219

**SALE INFORMATION:** 

**Date of Sale:** Tuesday, the 1st day of October, 2013 Time of Sale: 11:00 AM or within three hours thereafter.

Place of Sale: AT THE EAST DOOR OF THE COURTHOUSE in Hill County, Texas, or, if the

preceding area is no longer the designated area, at the area most recently designated by

the Hill County Commissioner's Court.

Substitute Trustee(s): Cecil Kester or Brian Jackson or Lori Garner, Cristina Camarata, Hayden Hooper,

Sammy Hooda, Robert Henry or Adam Womack, any to act

Substitute Trustee Address: 9441 LBJ Freeway, Suite 250, Dallas, TX 75243

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 Cecil Kester or Brian Jackson or Lori Garner, Cristina Camarata, Hayden Hooper, Sammy Hooda, Robert Henry 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. Cecil Kester or Brian Jackson or Lori Garner, Cristina Camarata, Hayden Hooper, Sammy Hooda, Robert Henry 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.

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