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FILED
NICOLE TANNER, COUNTY CLERK
HILL COUNTY, TEXAS

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

2014 JUN -9 PM 12: 52

DEED OF TRUST INFORMATION:

Date: 08/19/1998
Grantor(s): BARRY A. DURHAM AND JOANNA D. DURHAM, HUSBAND AND WIFE
Original Mortgagee: NORWEST MORTGAGE, INC.
Original Principal: \$116,280.00
Recording Information: Book 986 Page 821 Instrument 006718
Property County: Hill
Property:

FIELD NOTES FOR THE SURVEY OF THAT CERTAIN LOT, TRACT, OR PARCEL OF LAND LYING AND SITUATED IN HILL COUNTY, TEXAS, AND BEING ALL OF LOT 72 OF THE WHITE BLUFF FORTY SUBDIVISION ON LAKE WHITNEY, ACCORDING TO PLAT RECORDED IN SLIDE A-162 OF THE OFFICIAL PLAT RECORDS OF HILL COUNTY. SAID LAND IS ALL THAT CERTAIN TRACT DESCRIBED IN A DEED FROM DOUBLE DIAMOND, INC. TO BARRY DURHAM ET UX, JOANNA DURHAM AS RECORDED IN VOLUME 939, PAGE 609 OF THE OFFICIAL PUBLIC RECORDS OF HILL COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 1/2" IRON ROD FOUND IN THE WEST LINE OF ELMWOOD DRIVE FOR THE NORTHEAST CORNER OF SAID LOT 72; THENCE WITH THE WEST LINE OF ELMWOOD DRIVE, S25 DEGREES 06' 45" E 90.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID LOT 72; THENCE S64 DEGREES 53' 15" W 140.00 FEET TO A 1/2" IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID LOT 72; THENCE N 25 DEGREES 06' 45" W 90.0 FEET TO A 1/2" IRON ROD FOUND FOR THE NORTHWEST CORNER OF SAID LOT 72; THENCE N64 DEGREES 53' 15" E 140.00 FEET TO THE PLACE OF BEGINNING, CONTAINING 0.289 ACRES OF LAND.

Reported Address: 72 ELMWOOD DRIVE, 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: Wells Fargo Bank, N.A.
Mortgage Servicer: Wells Fargo Bank, N. A.
Current Beneficiary: Wells Fargo Bank, N.A.
Mortgage Servicer Address: 3476 Stateview Boulevard, Fort Mill, SC 29715

SALE INFORMATION:

Date of Sale: Tuesday, the 1st day of July, 2014
Time of Sale: 01:00 PM 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): Tim Lewis or Angela Lewis or Cecil Kester or Brian Jackson or Lori Garner or Donna Stockman or David Stockman, 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 Tim Lewis or Angela Lewis or Cecil Kester or Brian Jackson or Lori Garner or Donna Stockman or David Stockman, 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. Tim Lewis or Angela Lewis or Cecil Kester or Brian Jackson or Lori Garner or Donna Stockman or David Stockman, 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.