

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date: 06/24/2006
Grantor(s): SHAWN KELLAR AND ZACARIAS OLVERA
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR FIRST NLC FINANCIAL SERVICES, LLC, DBA THE LENDING CENTER, ITS SUCCESSORS AND ASSIGNS
Original Principal: \$90,000.00
Recording Information: Instrument 2006-00218111
Property County: Angelina
Property:

AT: 5061 P
DEC 12 2016
County Clerk, Angelina County, Texas
By: Amy E. Buckley, County Clerk
TAM

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LYING AND SITUATED IN ANGELINA COUNTY, TEXAS AND BEING LOT 15, BLOCK 2, JACK DIXON ADDITION TO ANGELINA COUNTY, AS THE SAME APPEARS UPON THE OFFICIAL MAP OR PLAT, WHICH IS OF RECORD IN CABINET A, SLIDE 94-B, MAP AND PLAT RECORDS, OF ANGELINA COUNTY, TEXAS, TO WHICH REFERENCE IS HEREBY MADE FOR ANY AND ALL PURPOSES.

Reported Address: 170 WEEKS STREET, LUFKIN, TX 75904

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 National Association
Mortgage Servicer: U.S. Bank National Association
Current Beneficiary: U.S. Bank National Association
Mortgage Servicer Address: 4801 Frederica Street, Owensboro, KY 42301

SALE INFORMATION:

Date of Sale: Tuesday, the 3rd day of January, 2017
Time of Sale: 1:00PM or within three hours thereafter.
Place of Sale: The Angelina County Courthouse Annex 606 East Lufkin Ave, Lufkin, TX in the hallway outside the Commissioner's Courtroom adjacent to the Atrium; or the front steps of the main entrance to the Angelina County Courthouse if the Courtroom is closed for holidays or elections. in Angelina County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Angelina County Commissioner's Court.

Substitute Trustee(s): Robert LaMont, Sheryl LaMont, David Sims, Allan Johnston, 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 Robert LaMont, Sheryl LaMont, David Sims, Allan Johnston, 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. Robert LaMont, Sheryl LaMont, David Sims, Allan Johnston, 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.

Sheryl LaMont
12-12-16