FILED
AT 2:24 O'CLOCK P M
DEC 29 2014
JOANN SHASTAIN,
County Clerk, County Court at Law
Angelina County, Texas
MCS

# NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

**DEED OF TRUST INFORMATION:**

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| **Date:** | 10/06/2009 |
| **Grantor(s):** | LAMIL SHONTA SPENCER, AN UNMARRIED WOMAN |
| **Original Mortgagee:** | MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ~~SOLELY AS NOMINEE~~ FOR HOMETRUST MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS |
| **Original Principal:** | $153,664.00 |
| **Recording Information:** | Instrument 2009-00261377 |
| **Property County:** | Angelina |
| **Property:** | LOT NO. SIX (6), GARDENVIEW SUBDIVISION TO THE CITY OF LUFKIN, AS THE SAME APPEARS UPON THE OFFICIAL MAP OR PLAT WHICH IS OF RECORD IN CABINET C, SLIDE 118-B, MAP AND PLAT RECORDS OF ANGELINA COUNTY, TEXAS. |
| **Reported Address:** | 202 IVY TERRACE STREET, LUFKIN, TX 75901 |

**MORTGAGE SERVICING INFORMATION:**

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

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| **Current Mortgagee:** | Wells Fargo Bank, NA |
| **Mortgage Servicer:** | Wells Fargo Bank, N. A. |
| **Current Beneficiary:** | Wells Fargo Bank, NA |
| **Mortgage Servicer Address:** | 3476 Stateview Boulevard, Fort Mill, SC 29715 |

**SALE INFORMATION:**

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| **Date of Sale:** | Tuesday, the 3rd day of February, 2015 |
| **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):** | Sheryl LaMont or Robert LaMont or David Sims or Ken Hammond or Karen Lilley or Ben Lilley, 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 Sheryl LaMont or Robert LaMont or David Sims or Ken Hammond or Karen Lilley or Ben Lilley, 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. Sheryl LaMont or Robert LaMont or David Sims or Ken Hammond or Karen Lilley or Ben Lilley, 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.

Sheryl LaMont
12-29-2014