FILED
AT 2:40 O'CLOCK P.M.
SEP 12 2016
AMY FISCHER
County Clerk, County Court at Law
Angelina County, Texas
By

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date: 12/03/2007
Grantor(s): ELMER D. HANNERS, JR., A SINGLE MAN
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR HOMETRUST MORTGAGE COMPANY, ITS SUCCESSORS AND ASSIGNS

Original Principal: $147,250.00
Recording Information: Instrument 2007-00237905
Property County: Angelina
Property:

BEING ALL THAT CERTAIN TRACT OR PARCEL OF LAND LYING AND SITUATED IN ANGELINA COUNTY, TEXAS, OUT OF THE J.A. BONTON SURVEY, ABSTRACT NO. 5 AND BEING ALL THAT CERTAIN CALLED 1.260 ACRE TRACT CONVEYED TO TERRY D. KISER IN THE DOCUMENT RECORDED IN VOLUME 1220 ON PAGE 195 OF THE REAL PROPERTY RECORDS OF ANGELINA COUNTY, TEXAS, TO WHICH REFERENCE IS HEREBY MADE FOR ALL PURPOSES AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:
BEGINNING AT A POINT FOR THE NORTHEAST CORNER OF THE AFORESAID REFERRED TO 1.260 ACRE TRACT AND THE NORTHWEST CORNER OF A CALLED 0.606 ACRE TRACT CONVEYED TO SHERRY HARTLAGE MCCONNELL IN THE DOCUMENT RECORDED IN VOLUME 2081 ON PAGE 344 OF THE SAID REAL PROPERTY RECORDS ON THE SOUTH RIGHT-OF-WAY LINE OF OLD UNION ROAD (F.M. HIGHWAY NO. 1271) FROM WHICH A 1" IRON PIPE FOUND FOR THE NORTHEAST CORNER OF THE SAID 0.606 ACRE TRACT BEARS N 69 DEGREES 03`02" E 57.14 FEET AND A 1" IRON PIPE FOUND FOR REFERENCE BEARS N 16 DEGREES 00`06" W 0.63 FEET;
THENCE, ALONG THE COMMON BOUNDARY LINE OF THE SAID 1.260 ACRE TRACT AND THE SAID 0.606 ACRE TRACT, S 16 DEGREES 00`06" E AT 375.75 FEET A 1/2" IRON PIN FOUND FOR THE SOUTHEAST CORNER OF THE SAID 1.260 ACRE TRACT AND THE SOUTHWEST CORNER OF THE SAID 0.606 ACRE TRACT;
THENCE, ALONG THE SOUTH BOUNDARY LINE OF THE SAID 1.260 ACRE TRACT, S 69 DEGREES 19`59" W AT 150.01 FEET A 1/2" IRON PIN FOUND FOR THE SOUTHWEST CORNER OF THE SAID 1.260 ACRE TRACT; THENCE, ALONG THE WEST BOUNDARY LINE OF THE SAID 1.260 ACRE TRACT, N 15 DEGREES 00`21" W AT 375.62 FEET A POINT FOR THE NORTHWEST CORNER OF THE SAID 1.260 ACRE TRACT ON THE SAID ROW LINE FROM WHICH A 1/2" IRON PIPE FOUND FOR REFERENCE BEARS N 34 DEGREES 59`44" W 2.49 FEET;
THENCE, ALONG THE NORTH BOUNDARY LINE OF THE SAID 1.260 ACRE TRACT AND THE SAID ROW LINE, N 69 DEGREES 03`02" E AT 143.52 FEET THE POINT AND PLACE OF BEGINNING AND CONTAINING 1.260 ACRES OF LAND, MORE OR LESS.
THE BEARING BASIS FOR THIS TRACT IS TAKEN FROM THE NORTH BOUNDARY LINE OF THE SAID 1.260 ACRE TRACT.

Reported Address: 2903 OLD UNION ROAD, 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: Ditech Financial LLC
Mortgage Servicer: Ditech Financial LLC FKA Green Tree Servicing LLC
Current Beneficiary: Ditech Financial LLC
Mortgage Servicer Address: 3000 Bayport Drive, Suite 880, Tampa, FL 33607

SALE INFORMATION:

Date of Sale: Tuesday, the 4th day of October, 2016
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): Amy Bowman, Reid Ruple, Kathleen Adkins, Evan Press, Kristie Alvarez, Julian Perrine, Doug Woodard, Matthew Wolfson, Chris Demarest, Sheryl LaMont, Robert LaMont, David Sims, Harriett Fletcher, Sharon St. Pierre, Karen 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 Amy Bowman, Reid Ruple, Kathleen Adkins, Evan Press, Kristie Alvarez, Julian Perrine, Doug Woodard, Matthew Wolfson, Chris Demarest, Sheryl LaMont, Robert LaMont, David Sims, Harriett Fletcher, Sharon St. Pierre, Karen 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

Texas

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. Amy Bowman, Reid Ruple, Kathleen Adkins, Evan Press, Kristie Alvarez, Julian Perrine, Doug Woodard, Matthew Wolfson, Chris Demarest, Sheryl LaMont, Robert LaMont, David Sims, Harriett Fletcher, Sharon St. Pierre, Karen 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
9-12-16