

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

ATB: FILED
OCT 24 2016
AMY FINCHER
County Clerk, County of Angelina, Texas
By: Angelina County Clerk's Office

DEED OF TRUST INFORMATION:

Date: 05/28/2014
Grantor(s): MARTHA FRANCES MILES AND DAVID C. MILES, HUSBAND AND WIFE
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR GREEN TREE SERVICING LLC, ITS SUCCESSORS AND ASSIGNS
Original Principal: \$152,700.00
Recording Information: Instrument 2014-00317821
Property County: Angelina
Property: ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LYING AND SITUATED IN ANGELINA COUNTY, TEXAS, AND BEING LOT NO. SEVEN (7), TIMBER COVE-PHASE 1 B, AN ADDITION TO THE CITY OF LUFKIN, ANGELINA COUNTY, TEXAS, RECORDED IN CABINET C, SLIDE 154-B OF THE MAP OR PLAT RECORDS OF ANGELINA COUNTY, TEXAS, RECORDS REFERENCE TO WHICH IS HERE MADE FOR ANY ALL PURPOSES.
Reported Address: 116 GARDEN WALK LANE, 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.

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 6th day of December, 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

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
10-24-16