

FILED

2020 SEP 10 AM 9:32

RECORDING REQUESTED BY:

MALCOLM CISNEROS
COUNTY CLERK Scurry County TX

WHEN RECORDED MAIL TO:

Marsha Monroe, Terry Browder, Laura Browder
c/o Malcolm Cisneros/Trustee Corps
17100 Gillette Avenue
Irvine, CA 92614
(949) 252-8300

BY _____ SECURITY

TS No TX07000379-19-3S

APN 17995

TO No 191239748-TX-RWI

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on July 1, 2010, JUSTIN KELLEY, A SINGLE PERSON as Grantor/Borrower, executed and delivered that certain Deed of Trust in favor of SCOTT R. VALBY as Trustee, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., as Beneficiary, as nominee for NETWORK FUNDING, L.P., D/B/A UNITED LENDING, L.L.C., its successors and assigns, as original Beneficiary, which Deed of Trust secures the payment of that certain Promissory Note of even date therewith in the original amount of \$167,741.00, payable to the order of Lakeview Loan Servicing, LLC as current Beneficiary, which Deed of Trust recorded on July 6, 2010 as Document No. 2010-20102217 in Book OR Volume 720, on Page 20 and that said Deed of Trust was modified by Modification Agreement and recorded March 13, 2017 as Instrument Number 2017-20170746 in Book OR Volume 902, on Page 271 in Scurry County, Texas. Deed of Trust covers all of the real property described therein, including, but not limited to, all of the following described property, rights and interests (the "Property"), to-wit: **SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

APN 17995

WHEREAS, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed **Marsha Monroe, Terry Browder, Laura Browder** or either of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust; and

WHEREAS, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and **Lakeview Loan Servicing, LLC**, the legal holder of such indebtedness and the liens securing same has requested either one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust.



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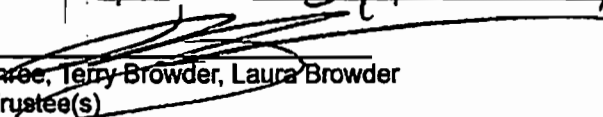
NOW THEREFORE, NOTICE IS HEREBY GIVEN that on **Tuesday, December 1, 2020 at 01:00 PM**, no later than three (3) hours after such time, being the first Tuesday of such month, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place in Scurry County, Texas, at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a Deed of Trust or other contract lien as follows: **1806 25th Street, Snyder, TX 79549, THE NORTH STEPS OF THE SCURRY COUNTY COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS.**

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of and Lakeview Loan Servicing, LLC's election to proceed against and sell both the real property and any personal property described in said Deed of Trust in accordance with and Lakeview Loan Servicing, LLC's rights and remedies under the Deed of Trust and Section 9.604(a) of the Texas Business and Commerce Code.

NOTICE IS FURTHER GIVEN, that except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust. Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "as is", "where is" condition. Conveyance of the Property shall be made without any representations or warranties whatsoever, expressed or implied. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters and are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "as is", "where is" condition, without any expressed or implied warranties, except as to the warranted.

WITNESS, my hand this 10 day of Sept., 2020.

By:  Marsha Monroe, Terry Browder, Laura Browder
Substitute Trustee(s)

ASSERT AND PROTECT YOUR RIGHTS AS A MEMBER OF THE ARMED FORCES OF THE UNITED STATES. IF YOU ARE OR YOUR SPOUSE IS SERVING ON ACTIVE MILITARY DUTY, INCLUDING ACTIVE MILITARY DUTY AS A MEMBER OF THE TEXAS NATIONAL GUARD OR THE NATIONAL GUARD OF ANOTHER STATE OR AS A MEMBER OF A RESERVE COMPONENT OF THE ARMED FORCES OF THE UNITED STATES, PLEASE SEND WRITTEN NOTICE OF THE ACTIVE DUTY MILITARY SERVICE TO THE SENDER OF THIS NOTICE IMMEDIATELY.

**SALE INFORMATION CAN BE OBTAINED ONLINE AT www.Xome.com
FOR AUTOMATED SALES INFORMATION PLEASE CALL: Xome at 800-758-8052**

FOR REINSTATEMENT / PAY OFF REQUESTS CONTACT: (949) 252-8300
THIS IS AN ATTEMPT TO COLLECT A DEBT. ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

To the extent your original obligation was discharged or is subject to an automatic stay of bankruptcy under Title 11 of the United States Code, this notice is for compliance and/or informational purposes only and does not constitute an attempt to collect a debt or to impose personal liability for such obligation. However, a secured party retains rights under its security instrument, including the right to foreclose its lien.

EXHIBIT "A"

PROPERTY DESCRIPTION:

Tract 1: Being all of Lot Number Two (2), and the West Twenty feet (W 20') of Lot Number One (1), in Block Number Nine (9), of the WEST SIDE HEIGHTS ADDITION to the City of Snyder, Scurry County, Texas, as the same appears according to the map or plat of said Addition which is recorded in Cabinet "A", Slide 60, Plat Records, Scurry County, Texas.

Tract 2: Being a portion of a closed street adjoining the South and West boundary lines of Block Number Nine (9) of the WEST SIDE HEIGHTS ADDITION, to the City of Snyder, Scurry County, Texas, more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point on the South boundary line of said Block 9 which is West a distance of 80 feet from the Southeast corner of Block 9;

THENCE W with the S line of Block 9, 120 feet to the SW corner of said Block 9;

THENCE N with the W line of said Block 9 a distance of 160 feet to the NW corner of said Block 9;

THENCE W parallel to the N line of Block 10 of said Addition 30 feet;

THENCE S parallel to the W line of said Block 9, 160 feet to a point in the N line of said Addition and Block 10;

THENCE E with the N line of said Block 10 of said Addition, 150 feet to a point for a corner of this tract;

THENCE N 20 feet to the PLACE OF BEGINNING.

SUBJECT TO any and all valid and subsisting covenants, restrictions, reservations, easements and rights-of-way properly found of record.