

#201800014

**NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE
(TO BE RECORDED)**

DEED OF TRUST INFORMATION:

Date: 01/26/2000
Grantor(s): CYNTHIA K. EARP, A SINGLE WOMAN
Original Mortgagee: FUNDAMERICA CAPITAL, LLC
Original Principal: \$40,900.00
Recording Information: Instrument 12529
Property County: Refugio
Property:

Accepted for Filing in
Refugio County, TX
SEP 20, 2018 09:50 AM
by Lorraine Garcia

LOTS THIRTEEN (13) AND FOURTEEN (14), IN BLOCK FORTY (40), OF THE KASTEN ADDITION TO THE TOWN OF WOODSBORO, REFUGIO COUNTY, TEXAS, ACCORDING TO THE REPLAT OF SAID ADDITION OF RECORD IN VOLUME 1, PAGE 61, OF THE MAP AND PLAT RECORDS OF REFUGIO COUNTY, TEXAS.

Reported Address: 609 JOHNSON STREET, WOODSBORO, TX 78393

MORTGAGE SERVICING INFORMATION:

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

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

SALE INFORMATION:

Date of Sale: Tuesday, the 4th day of December, 2018
Time of Sale: 1:00PM or within three hours thereafter.
Place of Sale: AT THE FRONT PORCH ON THE EASTERLY SIDE OF THE REFUGIO COUNTY COURTHOUSE FACING COMMERCE STREET in Refugio County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Refugio County Commissioner's Court.

Substitute Trustee(s): Jim Rector, Denise Rector, Jo Woolsey, W.D. Larew, Leslye Evans, Arnold Mendoza, Carol Evangelisti, Marcia Chapa, Martha Boeta, Kristopher Holub, Barbara Sandoval, Vicki Hammonds, Bob Frisch, Sandra Mendoza, Jamie Steen, Jodi Steen, Michael Burns, Elizabeth Hayes, Sammy Hooda, or Suzanne Suarez, 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 Jim Rector, Denise Rector, Jo Woolsey, W.D. Larew, Leslye Evans, Arnold Mendoza, Carol Evangelisti, Marcia Chapa, Martha Boeta, Kristopher Holub, Barbara Sandoval, Vicki Hammonds, Bob Frisch, Sandra Mendoza, Jamie Steen, Jodi Steen, Michael Burns, Elizabeth Hayes, Sammy Hooda, or Suzanne Suarez, 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. Jim Rector, Denise Rector, Jo Woolsey, W.D. Larew, Leslye Evans, Arnold Mendoza, Carol Evangelisti, Marcia Chapa, Martha Boeta, Kristopher Holub, Barbara Sandoval, Vicki Hammonds, Bob Frisch, Sandra Mendoza, Jamie Steen, Jodi Steen, Michael Burns, Elizabeth Hayes, Sammy Hooda, or Suzanne Suarez, 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,

Bonial & Associates, P.C.

