

RECEIVED AND FILED  
FOR POSTING

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

At 2:55 O'Clock P.M.  
MAR 13 2017  
JACKIE ENSEY Co. Clerk  
STEPHENS COUNTY TEXAS  
*Jackie Ensey*

**DEED OF TRUST INFORMATION:**

**Date:** 10/20/2008  
**Grantor(s):** DAVID LEE SMITH & SALINA DANIELLE SMITH, HUSBAND AND WIFE  
**Original Mortgagee:** MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS  
NOMINEE FOR METLIFE HOME LOANS, A DIVISION OF METLIFE BANK, N.A., ITS SUCCESSORS AND  
ASSIGNS

**Original Principal:** \$51,786.00  
**Recording Information:** Book 1942 Page 306 Instrument 00003318  
**Property County:** Stephens  
**Property:**

BEING THE SOUTH 1/2 OF LOTS 5 AND 6, BLOCK 6, EAST BRECKENRIDGE  
ADDITION TO THE CITY OF BRECKENRIDGE, STEPHENS COUNTY, TEXAS, AS  
SHOWN ON MAP OR PLAT OF SAID ADDITION RECORDED IN THE OFFICE OF THE  
COUNTY CLERK OF STEPHENS COUNTY, TEXAS.

**Reported Address:** 201 N HARTFORD STREET, BRECKENRIDGE, TX 76424

**MORTGAGE SERVICING INFORMATION:**

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

**Current Mortgagee:** JPMorgan Chase Bank, National Association  
**Mortgage Servicer:** JPMorgan Chase Bank, N.A.  
**Current Beneficiary:** JPMorgan Chase Bank, National Association  
**Mortgage Servicer Address:** PO Box 1015238, Columbus, OH 43219

**SALE INFORMATION:**

**Date of Sale:** Tuesday, the 2nd day of May, 2017  
**Time of Sale:** 10:00AM or within three hours thereafter.  
**Place of Sale:** AT THE SOUTH ENTRANCE STEPS OF THE COURTHOUSE, ALSO KNOWN AS THE  
WALKER STREET ENTRANCE in Stephens County, Texas, or, if the preceding area is no  
longer the designated area, at the area most recently designated by the Stephens County  
Commissioner's Court.

**Substitute Trustee(s):** Juanita Cox, Jimmy Carroll Brewer, Stephen Rawlings, Diasha Perkins, Laura Browder,  
Marsha Monroe, Terry Browder, Linda Reppert, Jonathan Schendel, Ramiro Cuevas,  
Frederick Britton, Doug Woodard, Chris Demarest, Kristie Alvarez, Braden Barnes, Michael  
Burns, Thuy Frazier, Elizabeth Hayes, 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 Juanita Cox, Jimmy Carroll Brewer, Stephen Rawlings, Diasha Perkins, Laura Browder, Marsha Monroe, Terry Browder, Linda Reppert, Jonathan Schendel, Ramiro Cuevas, Frederick Britton, Doug Woodard, Chris Demarest, Kristie Alvarez, Braden Barnes, Michael Burns, Thuy Frazier, Elizabeth Hayes, 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. Juanita Cox, Jimmy Carroll Brewer, Stephen Rawlings, Diasha Perkins, Laura Browder, Marsha Monroe, Terry Browder, Linda Reppert, Jonathan Schendel, Ramiro Cuevas, Frederick Britton, Doug Woodard, Chris Demarest, Kristie Alvarez, Braden Barnes, Michael Burns, Thuy Frazier, Elizabeth Hayes, 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.

