

18-071

09/20/2018 09:02:38 AM Total Pages: 3 Fee: 5.00
Debbie Hollan, County Clerk - Waller County, TX



NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date: 09/05/2006
Grantor(s): MILES H BABCOCK, AND WIFE JUDY M. BABCOCK
Original Mortgagee: WELLS FARGO BANK, N.A.
Original Principal: \$127,989.00
Recording Information: Book 0984 Page 832 Instrument 607232
Property County: Waller
Property:

LOT FOURTEEN (14) AND FIFTEEN (15), CLEAR CREEK FOREST, SECTION SIX (6), A SUBDIVISION IN WALLER COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 224, PAGE 3 OF THE DEED RECORDS OF WALLER COUNTY, TEXAS.

Reported Address: 24930 WILLOW CREEK ROAD, HOCKLEY, TX 77447

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

SALE INFORMATION:

Date of Sale: Tuesday, the 6th day of November, 2018
Time of Sale: 1:00PM or within three hours thereafter.

Place of Sale: AT THE FOYER AT THE SOUTH ENTRANCE TO THE COURTHOUSE in Waller County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Waller County Commissioner's Court.

Substitute Trustee(s): Amy Bowman, Reid Ruple, Kathleen Adkins, Evan Press, Kristie Alvarez, Julian Perrine, Doug Woodard, Renee Thomas, Ian Moser, Reva Rouchon- Harris, Rebecca Bolton, Debby Jurasek, Megan Randle, Amy Jurasek, 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 Amy Bowman, Reid Ruple, Kathleen Adkins, Evan Press, Kristie Alvarez, Julian Perrine, Doug Woodard, Renee Thomas, Ian Moser, Reva Rouchon- Harris, Rebecca Bolton, Debby Jurasek, Megan Randle, Amy Jurasek, 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. Amy Bowman, Reid Ruple, Kathleen Adkins, Evan Press, Kristie Alvarez, Julian Perrine, Doug Woodard, Renee Thomas, Ian Moser, Reva Rouchon-Harris, Rebecca Bolton, Debby Jurasek, Megan Randle, Amy Jurasek, 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.

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.

A handwritten signature in black ink, appearing to be 'JAS', with a long horizontal line extending to the right.

FILED AND RECORDED

Instrument Number: 18-071

Filing and Recording Date: 09/20/2018 09:02:38 AM Pages: 3 Recording Fee: \$5.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



Debbie Hollan

Debbie Hollan, County Clerk
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Donna Sheridan, Deputy

Returned To: