

NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

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.

1. **Date, Time, and Place of Sale.**

Date: September 02, 2014

Time: The sale will begin at 1:00PM or not later than three hours after that time.

Place: THE MOST NORTH-EASTERLY DOOR OF THE WILSON COUNTY COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

2. **Terms of Sale.** Cash.

3. **Instrument to be Foreclosed.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated June 07, 2005 and recorded in Document VOLUME 1284, PAGE 299 real property records of WILSON County, Texas, with ERIC S. HEINSOHN AND AMY HEINSOHN, grantor(s) and LONG BEACH MORTGAGE COMPANY, mortgagee.

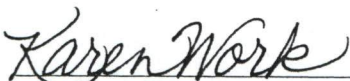
4. **Obligations Secured.** Deed of Trust or Contract Lien executed by ERIC S. HEINSOHN AND AMY HEINSOHN, securing the payment of the indebtednesses in the original principal amount of \$84,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. JPMORGAN CHASE BANK, N.A. is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. **Property to Be Sold.** The property to be sold is described as follows:

LOT 71, RANCH COUNTRY SUBDIVISION, (UNIT III), CONTAINING 1.718 ACRES, MORE OR LESS, AS SHOWN ON PLAT RECORDED IN VOLUME 5, PAGE 4, PLAT RECORDS OF WILSON COUNTY, TEXAS.

6. **Mortgage Servicer Information.** The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. NATIONSTAR MORTGAGE, LLC, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o NATIONSTAR MORTGAGE, LLC
350 HIGHLAND DRIVE
LEWISVILLE, TX 75067



B. NEYLAND, W. HIATT OR KAREN WORK
Substitute Trustee

c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP
15000 Surveyor Boulevard, Suite 100
Addison, Texas 75001

Filed for Record in:
Wilson County
by Honorable Eva Martinez
County Clerk

On: Jul 28, 2014 at 09:21A

As a Recording

Total Fees : 2.00

Receipt Number - 168660
By:
Frances Cherry



NOS00000004182093

NOTICE OF [SUBSTITUTE] TRUSTEE'S SALE

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.

1. **Date, Time, and Place of Sale.**

Date: August 05, 2014

Time: The sale will begin at 1:00PM or not later than three hours after that time.

Place: THE MOST NORTH-EASTERLY DOOR OF THE WILSON COUNTY COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

2. **Terms of Sale.** Cash.

3. **Instrument to be Foreclosed.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated January 31, 2011 and recorded in Document VOLUME 1594, PAGE 381 real property records of WILSON County, Texas, with ALEXANDER QUINTERO, grantor(s) and MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., ("MERS") AS NOMINEE, mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by ALEXANDER QUINTERO, securing the payment of the indebtednesses in the original principal amount of \$390,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. GENERATION MORTGAGE COMPANY is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. **Property to Be Sold.** The property to be sold is described as follows:

5.004 ACRES OF LAND BEING KNOWN AS LOT NINETY (90) OF THE ESTATES AT SHANNON RIDGE SUBDIVISION, UNIT 2, OF WILSON COUNTY, TEXAS, AS SHOWN ON THAT CERTAIN PLAT OF THE ESTATES AT SHANNON RIDGE, UNIT 2, RECORDED AT VOLUME 7, PAGE 62 OF THE MAP AND PLAT RECORDS OF WILSON COUNTY, TEXAS.

6. **Mortgage Servicer Information.** The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the lien securing the Property referenced above. GENERATION MORTGAGE COMPANY, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o GENERATION MORTGAGE COMPANY
3565 Piedmont Road, NE 3 Piedmont Center, Suite 300
Atlanta, GA 30305-1538



B. NEYLAND, W. HIATT OR KAREN WORK
Substitute Trustee

c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP
15000 Surveyor Boulevard, Suite 100
Addison, Texas 75001

Filed for Record in:
Wilson County
by Honorable Eva Martinez

County Clerk

On: Jul 14, 2014 at 01:48P

As a Recording

Total Fees : 2.00

NOTICE OF SALE BY TRUSTEE AND SUBSTITUTE TRUSTEE

THE STATE OF TEXAS §
 §
COUNTY OF WILSON §

KNOW ALL MEN BY THESE PRESENTS:

THAT, WHEREAS, **PATRICIA L. GODFREY** ("Borrower") became indebted to **IRC BUILDERS FUNDING, LTD.** ("Lender"), as evidenced by that certain promissory note (the "Note"), dated August 8, 2012, in the original principal amount of **TWO HUNDRED SIXTY-THREE THOUSAND AND NO/100 DOLLARS (\$263,000.00)**, executed and delivered by Borrower to the order of **IRC BUILDERS FUNDING, LTD.**, as payee, bearing interest and being due and payable as therein provided; and

WHEREAS, the indebtedness evidenced by the Note (the "Indebtedness") is secured by, among other items, that certain Deed of Trust (the "Deed of Trust") dated of even date with the Note, executed by Borrower, to **SARA E. DYSART, Trustee**, for the benefit of Lender, said Deed of Trust being filed for record and recorded under Clerk's Document No. 00016507, Book OP, Volume 1679, Page 847, of the Official Public Records of Wilson County, Texas, covering the real property described as follows, to-wit:

Being Lot 8, Stallion Ridge Estates Subdivision, an addition to Wilson County, Texas, as shown on the plat thereof recorded in Volume 10, Page 23 of the Map and Plat Records, Wilson County, Texas. along with any and all appurtenances, improvements, fixtures and personal property of any kind located thereon or pertaining thereto, including, without limitation, any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other facilities to the extent same pertain to or benefit all or any portion of the Property, including, without limitation, all reservations of or commitments or letters covering any such use in the future, whether now owned or hereafter acquired, and any leases and rents relating thereto, which are described therein (all of which is hereinafter referred to as the "Premises ")

Filed for Record in:
Wilson County
by Honorable Eva Martinez
County Clerk

On: Jul 14, 2014 at 10:48A

As a Recording

Total Fees : 2.00

Receipt Number - 168169
By,
Krystle Hidalgo,

WHEREAS, to the full extent the Deed of Trust or any other security agreement held by Lender covers both real and personal property, including, without limitation, any and all rights to the present or future use of wastewater, wastewater capacity, drainage, water or other utility facilities to the extent same pertain to or benefit all or any portion of the Property, including, without limitation, all reservations of or commitments or letters covering any such use in the future, any of said personal property which is part of the Premises or which is otherwise covered by a lien or security interest in favor of Lender will be hereinafter included in the definition of Premises as used herein and sold at public sale, hereinafter described, pursuant to Section 9.501(d) of the Texas Uniform Commercial Code;

WHEREAS, **IRC BUILDERS FUNDING, LTD.** ("Beneficiary") is the current holder and owner of the Deed of Trust and the note secured thereby;

WHEREAS, there may be certain leases, rental agreements, easements and/or other matters (collectively, the "Other Matters") covering and/or affecting the Premises currently in existence;

WHEREAS, the liens securing the payment of the Indebtedness may be senior and superior to one or more of the Other Matters and junior and inferior to one or more of the Other Matters;

WHEREAS, with respect to the liens securing the payment of the Indebtedness, which are senior to the Other Matters and may not so subordinate liens to one or more of the Other Matters;

WHEREAS, in the event Lender/Beneficiary chooses to subordinate its liens securing the Indebtedness of any Other Matters, such decision will be announced at the foreclosure sale;

WHEREAS, default has been made in the payment of the Note and the Indebtedness, and the Note is now unpaid, delinquent and in default;

WHEREAS, Lender/Beneficiary has given all required notices to Borrower and any and all other necessary parties with regard to the defaulted Indebtedness or such notices to such other necessary parties have been waived;

WHEREAS, pursuant to the authority granted in the Deed of Trust, Lender/Beneficiary has appointed **CARLTON S. SIMPSON, MARK CUMMINGS, PHIL WEST, DICK VETTERS AND PATRICK ARMSTRONG**, to act jointly or separately as **Substitute Trustee along with SARA E. DYSART**, Trustee, under the Deed of Trust pursuant to a duly authorized and executed appointment document;

WHEREAS, Lender/Beneficiary has requested the undersigned to enforce the liens of the Deed of Trust by sale of the Premises in the manner set forth under the terms of the Deed of Trust and pursuant to the laws of the State of Texas and has instructed the undersigned to offer the Property for sale toward the satisfaction of the Note; and

WHEREAS, the undersigned Trustee and/or Substitute Trustee, acting upon the request of said Lender/Beneficiary, by these presents is hereby posting, filing, and giving notice of foreclosure of the Deed of Trust and the lien thereto in accordance with applicable Texas law and the terms and provisions of the Deed of Trust.

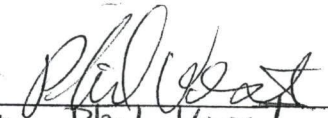
NOW, THEREFORE, I, the undersigned, SARA E. DYSART and/or CARLTON S. SIMPSON, MARK CUMMINGS, PHIL WEST, DICK VETTERS AND PATRICK ARMSTRONG, acting jointly or separately as Trustee or Substitute Trustee, do hereby give notice that after due publication of this notice as required by law and the Deed of Trust, I will sell the Premises at public venue, to the highest bidder or bidders, for cash, which sale will begin no earlier than 1:00 p.m. and not later than 4:00 p.m. on the first Tuesday in August next, the same being August 5, 2014 at the County Courthouse in Wilson County, Texas, in the area where foreclosure sales are to take place as designated by the Commissioner's Court of said county, said designation having been recorded in the real property records of said county.

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.

THERE WILL BE NO WARRANTY RELATING TO TITLE, POSSESSION, QUIET ENJOYMENT, OR THE LIKE FOR THE PERSONAL PROPERTY IN THIS DISPOSITION.

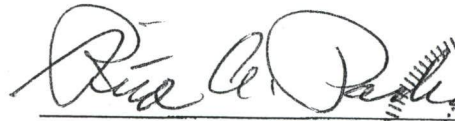
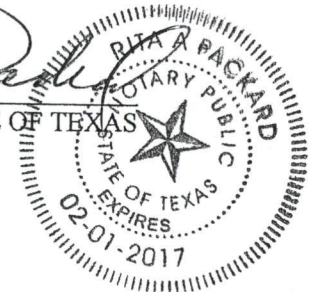
THE ADDRESS OF SARA E. DYSART, TRUSTEE AND CARLTON S. SIMPSON, MARK CUMMINGS, PHIL WEST, DICK VETTERS AND PATRICK ARMSTRONG, SUBSTITUTE TRUSTEE, IS 112 E. PECAN STREET, SUITE 3050, SAN ANTONIO, TEXAS 78205. ALL INQUIRIES SHOULD BE SENT TO THIS ADDRESS.

EXECUTED on this the 14th day of July 2014.


Print: Phil West
Substitute Trustee

THE STATE OF TEXAS §
 §
COUNTY OF WILSON §

This instrument was acknowledged before me on the 14th day of July 2014, by Phil West, Substitute Trustee, in the capacity herein stated.


NOTARY PUBLIC, STATE OF TEXAS


AFTER RECORDING RETURN TO:
SARA E. DYSART
Attorney at Law
112 E. Pecan, Suite 3050
San Antonio, Texas 78205

Total Fees : 2.00

Receipt Number - 167819
By: Cynthia Hinojosa

Notice of Foreclosure Sale

PURSUANT TO TEXAS TAX CODE SECTION 32.06, THE FORECLOSURE SALE REFERRED TO IN THIS DOCUMENT IS A SUPERIOR TRANSFER TAX LIEN SUBJECT TO THE RIGHT OF REDEMPTION UNDER CERTAIN CONDITIONS. THE FORECLOSURE IS SCHEDULED TO OCCUR ON AUGUST 5, 2014.

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.

1. *Property to Be Sold.* The property to be sold is described as follows:

RAILROAD ADDN, BLOCK F, LOT 4 (SW 10' OF 10 ALL 11); being more particularly described as All that certain tract of land within the Corporate Limits of the City of Floresville, Wilson County, Texas being all of Lot No. 11 and the Southwestern 10 feet of Lot No. 10, Block F of the Railroad Addition to the City of Floresville, Texas, and described by metes and bounds as follows:

BEGINNING at an iron pin at the West corner of said Lot No. 11 on the Southeast boundary of Railroad Street:

THENCE in a Southeasterly direction 125.0 feet (along the Southwest boundary of said Lot No. 11) to an iron pin at the South corner of said Lot 11 on the Northwest boundary of an alley;

THENCE in a Northwesterly direction 35.0 feet (along the Southeast boundaries of said Lot Nos. 11 and 10 and along the Northwest boundary of said alley, passing the South corner of said Lot No. 10 and the East corner of said Lot No. 11 and 25.0) to an iron pin at the East corner of this tract;

THENCE in a Northwesterly direction 125.0 feet parallel to the Northeast boundary of said Lot No. 11 to an iron pin at the North corner of this Tract on said Railroad St. boundary;

THENCE in a Southwesterly direction 35.0 feet (along the Northwest boundaries of said Lot Nos. 10 and 11, and the Southeast boundary of said Railroad Street, passing the West corner of said Lot No. 10 and the North corner of said Lot No. 11 and 10 feet) to the PLACE OF BEGINNING.

And being the same tract of land described in a deed from Jesus Buentello, a single man et. al. to Mary G. Hinojosa, dated July 14, 1972, of record in Volume 449, Pages 464-468, Deed Records, Wilson County, Texas; more commonly known as 910 Railroad Street, Floresville, Texas 78114.

2. *Instrument to be Foreclosed.* The instruments to be foreclosed are the Property Tax Lien Deed of Trust (Deed of Trust) recorded in Document No. 00001162 of the real property records of Wilson County, Texas and the Transferred Tax Lien recorded in Document Nos. 00001645, 00001618, and 00001616 of the real property records of Wilson County, Texas.

3. *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Date: August 5, 2014.

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: Most westerly courthouse door (faces Third Street) or as otherwise designated by County Commissioner.

4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the beneficiary thereunder to have the bid credited to the note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the sale will necessarily be made subject to all prior matters of record affecting the property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. The sale shall not cover any part of the property that has been released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to section 51.009 of the Texas Property Code, the property will be sold in "as is, where is" condition, without any express or implied warranties, except as to the warranties of title (if any) provided for under the Deed of Trust. Prospective bidders are

advised to conduct an independent investigation of the nature and physical condition of the property.

Pursuant to section 51.0075 of the Texas Property Code, the Trustee or any Substitute Trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the Trustee or any Substitute Trustee.

5. *Type of Sale.* The sale is an expedited foreclosure sale of a Transferred Tax Lien created pursuant to Sections 32.06 and 32.065, Texas Tax Code, Section 51.002, Texas Property Code and the power of sale granted by the Deed of Trust executed by Sally Ann Ybarra aka Sally Ybarra.

6. *Obligations Secured.* The Deed of Trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the Note in the original principal amount of \$8,642.38, executed by Sally Ann Ybarra aka Sally Ybarra, and payable to the order of Casey Lending, LLC; (b) all renewals and extensions of the Note; and (c) any and all present and future indebtednesses of Sally Ann Ybarra aka Sally Ybarra to Casey Lending, LLC. Casey Lending, LLC is the current owner and holder of the Obligations and is the beneficiary under the Deed of Trust.

Questions concerning the sale may be directed to Nikolaos P. Stavros or Lindsey Kelly at 3624 N. Hills Drive, Suite B-100, Austin, Texas 78731.

7. *Default and Request to Act.* Default has occurred under the Deed of Trust, and the beneficiary has requested me, as substitute trustee, to conduct this sale. Notice is given that before the sale the beneficiary may appoint another person substitute trustee to conduct the sale.

Dated: July 2, 2014.



Rebecca A. Wingert, Nikolaos P. Stavros,
Monique Santua, Lindsey Kelly, Charles E.
Brown, Daniel Andrews or John Daves
3624 North Hills Dr., Suite B-100
Austin, TX 78731
Telephone: (512) 346-6011
Fax: (512) 346-6005

AFTER RECORDING RETURN TO:
CHARLES E. BROWN, P.C.
3624 North Hills Dr., Suite B-100
Austin, TX 78731
Tel: (512) 346-6011
Fax: (512) 346-6005