

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date: 09/29/2011
Grantor(s): ORLANDO R. BARRIGA, A SINGLE MAN
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR FIRSTCAPITAL BANK OF TEXAS, N.A., ITS SUCCESSORS AND ASSIGNS
Original Principal: \$77,720.00
Recording Information: Book 0529 Page 527 Instrument 0094679
Property County: Crane
Property:

At 9:41 AM
FILED
O'Clock

MAR - 8 2018
JUDY CRAWFORD
County/District Clerk, Crane Co. Texas

METES AND BOUNDS DESCRIPTION OF A 0.211 ACRE TRACT OF LAND BEING OUT OF SECTION 213, BLOCK F, C.C.S.D. & R.G.N.G. RR. CO. SURVEY, CRANE COUNTY, TEXAS, AND ALSO BEING THE SAME TRACT DESCRIBED IN VOLUME 327, PAGE 19, DEED RECORDS IN THE OFFICE OF THE COUNTY CLERK OF CRANE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A 1/2" IRON PIN SET WITH CAP #4456 IN THE EAST LINE OF BROOK DRIVE FOR THE SOUTHWEST CORNER OF THIS TRACT AND FROM WHENCE THE INTERSECTION OF THE EAST LINE OF BROOK DRIVE AND THE NORTH LINE OF 24TH. STREET BEARS S 14 DEG. 37' E- 202.906 FT.; THENCE N 14 DEG. 37' W-90.0 FT. WITH THE EAST LINE OF BROOK DRIVE TO A RAILROAD SPIKE SET IN ASPHALT FOR THE NORTHWEST CORNER OF THIS TRACT; THENCE N 75 DEG. 23' E- 102.0 FT. TO A 1/2" IRON PIN SET IN ASPHALT FOR THE NORTHEAST CORNER OF THIS TRACT; THENCE S 14 DEG. 37' E-90.0 FT. TO A 1/2" IRON PIN SET FOR THE SOUTHEAST CORNER OF THIS TRACT; THENCE S 75 DEG. 23' W-102.0 FT. TO THE POINT OF BEGINNING AND CONTAINING 0.211 ACRES OF LAND, MORE OR LESS.
Reported Address: 2301 BROOK DRIVE, CRANE, TX 79731

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 3rd day of April, 2018
Time of Sale: 10:00 AM or within three hours thereafter.
Place of Sale: AT THE NORTH DOOR OF THE COURTHOUSE in Crane County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Crane County Commissioner's Court.

Substitute Trustee(s): Shelley Nail or Donna Trout, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, Suzanne Suarez, or Alexander Wolfe, 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 Shelley Nail or Donna Trout, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, Suzanne Suarez, or Alexander Wolfe, 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. Shelley Nail or Donna Trout, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, Suzanne Suarez, or Alexander Wolfe, 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,