

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date: 04/10/2013
Grantor(s): BRANDON SCOTT PENN, 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: \$90,000.00
Recording Information: Instrument 2013-00002790
Property County: Howard
Property: LOT 21, BLOCK 3, WASSON PLACE ADDITION TO THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS, ACCORDING TO PROPER MAP OR PLAT ON FILE IN THE OFFICE OF THE COUNTY CLERK OF HOWARD COUNTY, TEXAS.
Reported Address: 2406 ALAMESA DRIVE, BIG SPRING, TX 79720

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: U.S. Bank National Association
Mortgage Servicer: U.S. Bank National Association
Current Beneficiary: U.S. Bank National Association
Mortgage Servicer Address: 4801 Frederica Street, Owensboro, KY 42301

SALE INFORMATION:

Date of Sale: Tuesday, the 5th day of December, 2017
Time of Sale: 10:00AM or within three hours thereafter.
Place of Sale: AT THE NORTH DOOR OF THE COURTHOUSE in Howard County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Howard County Commissioner's Court.

Substitute Trustee(s): Shelley Nail, Donna Trout, Jonathan Schendel, Ramiro Cuevas, Frederick Britton, Doug Woodard, Kristie Alvarez, Michael Burns, Braden Barnes, Elizabeth Hayes, Michael Hupf, Marilyn Jones, Suzanne Suarez, Jack Withem, 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, Donna Trout, Jonathan Schendel, Ramiro Cuevas, Frederick Britton, Doug Woodard, Kristie Alvarez, Michael Burns, Braden Barnes, Elizabeth Hayes, Michael Hupf, Marilyn Jones, Suzanne Suarez, Jack Withem, or Alexander Wolfe, any to act, have been appointed as Substitute Trustees and requested to sell the Property to satisfy the indebtedness; and

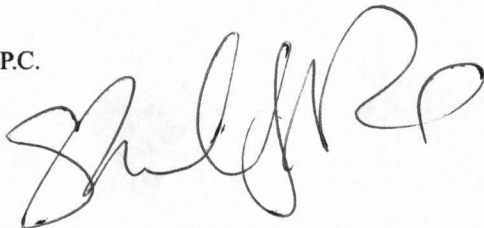
WHEREAS, the undersigned law firm has been requested to provide these notices on behalf of the Current Mortgagee, Mortgage Servicer and Substitute Trustees;

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, Donna Trout, Jonathan Schendel, Ramiro Cuevas, Frederick Britton, Doug Woodard, Kristie Alvarez, Michael Burns, Braden Barnes, Elizabeth Hayes, Michael Hupf, Marilyn Jones, Suzanne Suarez, Jack Withem, 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,

Buckley Madole, P.C.



BY DEPUTY
BRENT ZITLER
COUNTY CLERK
HOWARD COUNTY

2017 OCT 31 PM 3:00

Filed
POSTED

