

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

FILE FOR RECORD
JANUARY 11, 2017
COUNTY CLERK
HUNT COUNTY, TEXAS
2017 JUL 24 PM 04
BY [Signature] DEPUTY

DEED OF TRUST INFORMATION:

Date: 09/27/2006
Grantor(s): MICHAEL B. CHEAK, A SINGLE MAN, AND ARLEEN L. CHEAK AND HUSBAND RICK CHEAK
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR DRAPER AND KRAMER MORRGAGE CORP., ITS SUCCESSORS AND ASSIGNEES
Original Principal: \$128,067.00
Recording Information: Book 1520 Page 313 Instrument 16662
Property County: Hunt
Property: BEING ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND, AND BEING LOT 30 OF WEST CADDO ESTATES SUBDIVISION, A SUBDIVISION TO HUNT COUNTY, TEXAS, AS SHOWN ON THE PLAT OF RECORD IN VOLUME 400, PAGE 1030, PLAT RECORDS OF HUNT COUNTY, TEXAS.
Reported Address: 3341 COUNTY ROAD 2618, CADDO MILLS, TX 75135

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 3rd day of October, 2017
Time of Sale: 1:00PM or within three hours thereafter.
Place of Sale: AT THE NORTH STEPS OF THE COURTHOUSE, INCLUDING THE HALLWAY AREA 20 FT INSIDE THE NORTH DOOR ON THE 2ND FLOOR in Hunt County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Hunt County Commissioner's Court.

Substitute Trustee(s): Jonathan Harrison, Markcos Pineda, Ramiro Cuevas, Shawn Schiller, Patrick Zwiers, Darla Boettcher, Robert LaMont, David Sims, Harriett Fletcher, Sheryl LaMont, Sharon St. Pierre, Randy Daniel, Jim O'Bryant, Braden Barnes, Michael Burns, Thuy Frazier, 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 Jonathan Harrison, Markcos Pineda, Ramiro Cuevas, Shawn Schiller, Patrick Zwiers, Darla Boettcher, Robert LaMont, David Sims, Harriett Fletcher, Sheryl LaMont, Sharon St. Pierre, Randy Daniel, Jim O'Bryant, Braden Barnes, Michael Burns, Thuy Frazier, 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. Jonathan Harrison, Markcos Pineda, Ramiro Cuevas, Shawn Schiller, Patrick Zwiers, Darla Boettcher, Robert LaMont, David Sims, Harriett Fletcher, Sheryl LaMont, Sharon St. Pierre, Randy Daniel, Jim O'Bryant, Braden Barnes, Michael Burns, Thuy Frazier, 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.