

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: April 03, 2018

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place: THE SOUTH DOOR OF THE JIM WELLS 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 November 30, 2009 and recorded in Document VOLUME 1087, PAGE 758 real property records of JIM WELLS County, Texas, with LEONEL R IBANEZ AND LUPE A IBANEZ, grantor(s) and WELLS FARGO BANK, N.A., mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by LEONEL R IBANEZ AND LUPE A IBANEZ, securing the payment of the indebtednesses in the original principal amount of \$223,500.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. NATIONSTAR MORTGAGE LLC DBA CHAMPION 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 in the attached Exhibit A.

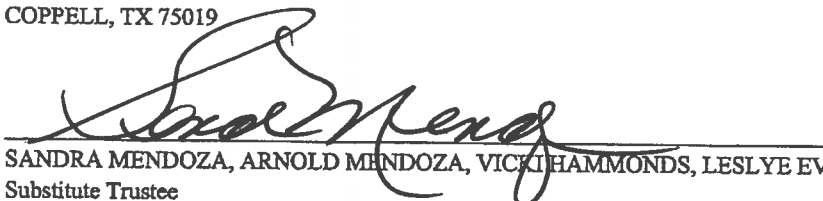
6. Mortgage Servicer Information. The Mortgage Servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any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

c/o CHAMPION MORTGAGE COMPANY
8950 CYPRESS WATERS BLVD.
COPPELL, TX 75019

9:45 FILED
AT 10 O'CLOCK AM

MAR 12 2018

JC Pérez III, Esq., Clk., Jim Wells Co., Texas
By: [Signature] Deputy


SANDRA MENDOZA, ARNOLD MENDOZA, VICKI HAMMONDS, LESLYE EVANS, OR WILLIAM D. LAREW
Substitute Trustee

c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001



Certificate of Posting

My name is _____, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas. I declare under penalty of perjury that on _____ I filed at the office of the JIM WELLS County Clerk and caused to be posted at the JIM WELLS County courthouse this notice of sale.

Declarants Name: _____

Date: _____

EXHIBIT "A"

LOT ONE (1) AND EAST TWENTY FEET (20') OF LOT TWO (2), BLOCK EIGHT (8) OF SCHALLERT ADDITION, AN ADDITION SITUATED IN THE CITY OF ALICE, JIM WELLS COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 3, PAGE 80 OF THE MAP RECORDS, JIM WELLS COUNTY, TEXAS.

CAUSE NO. 17-04-57093-CV

WELLS FARGO BANK, N.A.
Plaintiff,

IN THE COUNTY COURT AT LAW

v.

AMADOR ACOSTA, LORENA
VELASQUEZ, GUSTAVO ACOSTA,
ADRIAN IBANEZ, AND LEONEL
SERGIO IBANEZ,
Defendants.

OF

IN RE: 904 JIM WELLS DRIVE
ALICE, TEXAS 78332

JIM WELLS COUNTY, TEXAS

DEFAULT JUDGMENT

On this day, the Court determined it had jurisdiction over the subject matter and the parties to this proceeding. After considering Plaintiff, WELLS FARGO BANK, N.A.'s, its successors or assigns, motion for default judgment, pleadings, and evidence on file the Court GRANTS the motion and finds:

1. Citation was properly served on defendant(s) according to law and remained on file with the Clerk of this Court for the time prescribed by law.
2. None of the defendant(s) who were personally served are in active military service.
3. The name and last known address of defendant(s) subject to this order are:

Amador Acosta
1116 Avenue A, Unit A
Alice, Texas 78332

Lorena Velasquez
247 Middlebury Drive
San Antonio, Texas 78217

Gustavo Acosta
2625 Hawco Drive, Apt. 2514
Grand Prairie, Texas 75052

Adrian Ibanez
1713 Dale Douglas Drive
El Paso, Texas 79936

Leonel Sergio Ibanez
4605 Mars Hill Drive
Corpus Christi, Texas 78413

4. Plaintiff is the current "mortgagee", as that term is defined in TEX. PROP. CODE § 51.001, of a valid Texas reverse mortgage "loan agreement", as that term is defined in TEX. BUS. & COM. CODE § 26.02, ("Loan Agreement") that was created in accordance with TEX. CONST. art. XVI § 50a(7) and secured by the real property and improvements commonly known as 904 Jim Wells Drive, Alice, Texas 78332, ("Property") and legally described as:

LOT ONE (1) AND EAST TWENTY FEET (20') OF LOT TWO (2), BLOCK EIGHT (8) OF SCHALLERT ADDITION, AN ADDITION SITUATED IN THE CITY OF ALICE, JIM WELLS COUNTY, TEXAS, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 3, PAGE 80 OF THE MAP RECORDS, JIM WELLS COUNTY, TEXAS.

5. Under Tex. Const. art. XVI, § 50(k)(6)(A), the death of Leonel R. Ibanez and Lupe A. Ibanez qualified as a default event which required the payment of all principal and interest owed under the Loan Agreement. The necessary conditions precedent for plaintiff to exercise its rights under the security interest by proceeding with a non-judicial foreclosure against the Property have been accomplished. The Trustee or Substitute Trustee, appointed to conduct the sale under Tex. Prop. Code § 51.002 is SANDRA MENDOZA, ARNOLD MENDOZA, VICKI HAMMONDS, LESLYE EVANS, OR WILLIAM D. LAREW, or their successor.

6. No personal liability is sought against the defendants as they are not obligated for the Loan Agreement debt and the Loan Agreement was made pursuant to Tex. Const. art. XVI, § 50a(7).

IT IS THEREFORE ORDERED plaintiff has a valid lien on the Property by way of a security instrument dated November 30, 2009 and filed in Volume 1087, Page 758 of the Official Public Records of Jim Wells County, Texas.

IT IS FURTHER ORDERED that all of Leonel R. Ibanez and Lupe A. Ibanez's ("Decedents") heirs-at-law have been made defendants to this suit and were immediately vested with all of Decedents' right, title and interest in the Property.

IT IS FURTHER ORDERED that plaintiff, or its successors or assigns in interest, according to TEX. CONST. art. XVI, § 50(k)(11) shall enforce the Loan Agreement default by foreclosing the security interest encumbering the Property pursuant to the Loan Agreement or TEX. PROP. CODE § 51.002.

IT IS FURTHER ORDERED that this Judgment serves as an Order of Foreclosure of a Reverse Mortgage Loan in accordance with TEX. CONST. ART. XVI §§ 50(a)(7) and (k)(11);

IT IS FURTHER ORDERED that a copy of this Judgment shall be sent to defendant(s) with the notice of the date, time and place of the foreclosure sale;

IT IS FURTHER ORDERED if a person occupying the Property fails to surrender the possession of the premises after foreclosure, plaintiff, or its successor in interest, shall be entitled to a Writ of Possession issued in accordance with Tex. R. Civ. P. 310; and

IT IS FURTHER ORDERED All costs of court are to be paid by the party by whom incurred.

All relief not granted herein is denied. This Judgment disposes of all parties and all claims and is appealable.

SIGNED this 15 day of August 2017


PRESIDING JUDGE