

[RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:]

Carrington Foreclosure Services, LLC
P.O. Box 3309
Anaheim, California 92803
For Sale Information: (888) 313-1969
For Reinstatement Requests: 1-866-874-5860
Pay Off Requests: 1-800-561-4567

TS#: 17-19180

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on 3/5/2007, KANDACE LYNNE JACKSON, AN UNMARRIED WOMAN AND BRIAN C. FIFE, AN UNMARRIEDMAN, as Grantor/Borrower, executed and delivered that certain Deed of Trust, in favor of ELDON J. YOUNGBLOOD, as Trustee, Mortgage Electronic Registration Systems, Inc. as nominee for HOME123 CORPORATION, A CALIFORNIA CORPORATION, its successors and assigns, as Beneficiary which deed of trust secures the payment of that certain promissory note of even date therewith in the original amount of \$141,085.00, payable to the order of Mortgage Electronic Registration Systems, Inc. as nominee for HOME123 CORPORATION, A CALIFORNIA CORPORATION, its successors and assigns, which Deed of Trust is Recorded on 3/12/2007 as Volume 381777, Book 983, Page 496, in Jim Wells County, Texas, Deed of Trust covers all of the real property, personal property, and fixtures described therein, including, but not limited to, all the following described property, rights and interests (the "Property"), to-wit;

See attached exhibit "A" attached hereto and made a part hereof

Commonly known as: **800 TIMBERCREEK DR, ORANGE GROVE, TX 78372**

WHEREAS, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed **Denise Rector, Jim Rector, Sandra Mendoza, Arnold Mendoza, Leslye Evans, W.D. Larew, Denise Rector, Jim Rector, Sandra Mendoza, Arnold Mendoza, Leslye Evans, W.D. Larew**

or either of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust: and

WHEREAS, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and Carrington Mortgage Services, LLC whose address is 1600 Douglass Road, Suite 200 A, Anaheim, CA 92806 is acting as the mortgage servicer for **Carrington Mortgage Services, LLC**, which is the mortgagee of the Note and Deed of Trust or mortgage and the legal holder of such indebtedness and the liens securing same has requested either one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust. Carrington Mortgage Services, LLC is authorized to represent the mortgagee by virtue of a written servicing agreement with the mortgagee. Pursuant to that agreement and Texas Property Code Section 51.0025, Carrington Mortgage Services, LLC is authorized to administer the foreclosure referenced herein.



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NOW, THEREFORE, NOTICE IS HEREBY GIVEN, that on **TUESDAY, 12/5/2017 at 1:00 PM**, or no later than three (3) hours after such time, being the first Tuesday of such month, of **Jim Wells County, Texas**, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a deed of trust or other contract lien as follows: **THE SOUTH DOOR OF THE JIM WELLS COUNTY COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS**

NOTICE IS FURTHER GIVEN that , except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust, conveyance of the Property shall be made without any representations or warranties whatsoever, express or implied.

If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

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.

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

WITNESS, my hand this 10/25/2017



By: Substitute Trustee(s)

Denise Rector, Jim Rector, Sandra Mendoza, Arnold Mendoza, Leslye Evans, W.D. Larew, Denise Rector, Jim Rector, Sandra Mendoza, Arnold Mendoza, Leslye Evans, W.D. Larew

C/O Carrington Foreclosure Services, LLC
P.O. Box 3309
Anaheim, California 92803

THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.

EXHIBIT "A"

TRACT ONE:

Being a 10.00 acre tract of land, more or less (also known as Lot 23, Block 2, TIMBERCREEK ESTATES, an unrecorded Subdivision) conveyed to Todd L. Barber by Deed recorded in Volume 788, Page 530 of the Official Records of Jim Wells County, Texas.

Said 10.00 acre tract is comprised of a portion of the W.C. Gill Survey 34, Abstract 177 and the John W. Fogg Survey 10, Abstract 157, is situated in Jim Wells County, Texas, approximately seven miles northwest of the Town of Orange Grove, and is described by metes and bounds in Warranty Deed dated April 16, 2002, executed by First National Acceptance Company, recorded in Volume 788, Page 530 Official Records of Jim Wells County, Texas.

TRACT TWO:

TOGETHER WITH a 60 foot wide road easement out of a 1066.86 acre tract conveyed to Constellation Properties, L.L.C., by deed recorded in Volume 693, Pages 314-318 of the Official Records of Jim Wells County, Texas; said 1066.86 acre tract being Share No. 1 in a partition deed dated November 25, 1983, recorded in Volume 448, Pages 169-175 of the Deed Records of Jim Wells County, Texas; said partition of 2133.72 acres being out of the J.W. Fogg Survey 10, Abstract 157, George Reynolds Survey, Abstract 384, W.C. Gill Survey 34, Abstract 177, T.&N.R.R. Survey 9, Abstract 504, Martin Christian Survey, Abstract 95, H.&G.N.R.R. Survey 7, Abstract 229, August Reuss Survey 7, Abstract 383, Anna Maria Vaca, Abstract 509, J.F. Everett Survey 8, Abstract 142, S. Kinney Survey 4, Abstract 269, T. Bustillos Survey, Abstract 62, C. Trevino Survey 2, Abstract 502; said 60 foot wide road easement situated about seven miles Northwest of Orange Grove, Jim Wells County, Texas, being more particularly described by metes and bounds as follows:

COMMENCING at a ½" iron rod found at a fence corner at the Southeast corner of Share 2 of said partition of 2133.72 acres; said point being an inner corner of the 1066.86 acre tract called Share 1 of said Partition;

THENCE N 00 05' 05" W, with a fence on the West line of Share 1 and the East line of Share 2, a distance of 6386.68 to a ½" iron rod found at a fence corner on the Southwest right of way line of F.M. Highway No. 624;

THENCE S 53 19' 05" E, with the Southwest right of way line of F.M. Highway No. 624, a distance of 1248.32 feet to a 5/8" iron rod set for the POINT OF BEGINNING, the Northwest corner of this 60 foot wide road easement;

THENCE S 00 05' 05" E, parallel with and 1000.00 feet East of the West line of said Share 1, a distance of 5120.40 feet to a 5/8" iron rod set for the Southwest corner of this 60 foot wide road easement;

THENCE N 89 54' 55" E, a distance of 2120.00 feet to a 5/8" iron rod set for the Southeast corner of this 60 foot wide road easement;

THENCE N 00 05' 05" W, parallel with and 3120.00 feet East of the West line of said Share 1, a distance of 2521.19 feet to a 5/8" iron rod set for a corner of this 60 foot wide road easement;

THENCE N 89 54' 55" E, a distance of 240.00 feet to a 5/8" iron rod set for a corner of this 60 foot wide road easement;

THENCE N 00 05' 05" W, parallel with and 3360.00 feet East of the West line of said Share 1, a distance of 835.84 feet to a 5/8" iron rod set under a fence on the Southwest right of way line of F.M. Highway No. 624 for a corner of this 60 foot wide road easement;

THENCE N 53 19' 05" W, with the Southwest right of way line of F.M. Highway No. 624, a distance of 74.90 feet to a 5/8" iron rod set for a corner of this 60 foot wide road easement;

THENCE S 00 05' 05" E, parallel with and 3300.00 feet East of the West line of said Share 1, a distance of 820.67 feet in a 5/8" iron rod set for a corner of this 60 foot wide road easement;

THENCE S 89 54' 55" W, a distance of 240.00 feet to a 5/8" iron rod set for a corner of this 60 foot wide road easement;

THENCE S 00 05' 05" E, parallel with and 3060.00 feet East of the West line of said Share 1, a distance of 2521.19 feet to a 5/8" iron rod set for a corner of this 60 foot wide road easement;

THENCE S 89 54' 55" W, a distance of 2000.00 feet in a 5/8" iron rod set for a corner of this 60 foot wide road easement;

THENCE N 00 05' 05" W, parallel with and 1060.00 feet East of the West line of said Share 1, a distance of 5015.57 feet to a 5/8" iron rod set under a fence on the Southwest right of way line of F.M. Highway No. 624, for a corner of this 60 foot wide road easement;

THENCE N 53 19' 05" W, with the Southwest right of way line of F.M. Highway No. 624, a distance of 74.90 feet to the POINT OF BEGINNING, containing 14.725 acres for road easement only.