

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

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.

DEED OF TRUST INFORMATION:

Date: 04/25/2000
Grantor(s): OLIVIA GARCIA
SAM GARCIA
Original Mortgagee: THE CIT GROUP/CONSUMER FINANCE, INC. (A DELAWARE CORPORATION)
Original Principal: \$31,995.79
Recording Information: Book 107 Page 588 Instrument 1048
Property County: Falls
Property: (See Attached Exhibit "A")
Reported Address: 409 N STALLWORTH, ROSEBUD, TX 76570

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, as Trustee for Salomon Brothers Mortgage Securities VII, Inc. Salomon Home Equity Loan Trust 2001-1, Asset-Backed Pass-Through Certificates, Series 2001-1
Mortgage Servicer: PHH Mortgage
Current Beneficiary: U.S. Bank National Association, as Trustee for Salomon Brothers Mortgage Securities VII, Inc. Salomon Home Equity Loan Trust 2001-1, Asset-Backed Pass-Through Certificates, Series 2001-1
Mortgage Servicer Address: 1 Mortgage Way, Mount Laurel, NJ 08054

SALE INFORMATION:

Date of Sale: Tuesday, the 4th day of February, 2020
Time of Sale: 10:00AM or within three hours thereafter.
Place of Sale: AT THE SOUTH ENTRANCE STEPS LEADING THROUGH THE SOUTH COURTHOUSE DOOR TO THE SECOND FLOOR OF THE COURTHOUSE in Falls County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Falls County Commissioner's Court.

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 Kevin Key, Jay Jacobs, Tim Lewis, Pete Florez, Zachary Florez, Orlando Rosas, Bobby Brown, Michael Burns, Bradley Conway, Tori Jones, or Suzanne Suarez, 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. Kevin Key, Jay Jacobs, Tim Lewis, Pete Florez, Zachary Florez, Orlando Rosas, Bobby Brown, Michael Burns, Bradley Conway, Tori Jones, or Suzanne Suarez, 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.

FILED _____ M

JAN 14 2020

LINDA WATKINS
CO. CLK. FALLS CO.