

**NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE**

**DEED OF TRUST INFORMATION:**

Date: 06/10/2004  
Grantor(s): DEAN WOODLEY  
Original Mortgagee: MORTGAGE CONSULTANTS OF AUSTIN  
Original Principal: \$61,750.00  
Recording Information: Book 943 Page 222  
Property County: Milam  
Property:

Filed 8<sup>th</sup> day of February  
in 2018, At 10:00AM.  
BARBARA VANSA  
County Clerk, Milam County, Texas  
By Jennifer Nothcott  
Deputy

BEING A 8.76 ACRE TRACT OF LAND OUT OF THE J. J. LIENDO SURVEY, A-31, MILAM COUNTY, TEXAS, AND BEING A PART OF THAT CERTAIN 9 ACRE TRACT OF LAND DESCRIBED AS FIRST TRACT, IN A DEED TO C. D. JOHNSON, RECORDED IN VOLUME 263, PAGE 233, AND ALL THAT CERTAIN 40 FOOT WIDE STRIP OF LAND DESCRIBED IN A DEED TO DR. C. D. JOHNSON, RECORDED IN VOLUME 260, PAGE 630, BOTH OF WHICH BEING RECORDED IN THE DEED RECORDS OF MILAM COUNTY, TEXAS, ALSO BEING A PART OF BLOCK 3, AND BLOCK 4, OF THE C. A. DAVIS ADDITION, TO THE CITY OF THORNDALE, ACCORDING TO A PLAT OF RECORD IN CABINET A, SLIDE 13-C, OF THE PLAT RECORDS OF MILAM COUNTY, TEXAS, SAID 8.76 ACRE TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 1/2" IRON ROD SET BY A CORNER POST AT THE NORTHEAST CORNER OF THE ABOVE MENTIONED BLOCK 4, SAME BEING THE NORTHEAST CORNER OF THE ABOVE MENTIONED 9 ACRE TRACT OF LAND, LOCATED IN THE SOUTH LINE OF LAKE DRIVE, FOR THE MOST EASTERLY NORTHEAST CORNER OF THIS;

THENCE DEPARTING SAID DRIVE AND ALONG THE EAST LINE OF SAID BLOCK 4, SAME BEING THE EAST LINE OF SAID 9 ACRE TRACT OF LAND, BEING THE WEST LINE OF A 35 FOOT WIDE STREET, AND ALONG A FENCE LINE, SOUTH 15 DEGREES 12 MINUTES 30 SECONDS EAST - 540.01 FEET TO A 1/2" IRON ROD FOUND BY A CORNER POST FOR THE SOUTHEAST CORNER OF THIS;

THENCE ALONG THE SOUTH LINE OF SAID BLOCK 4, SAME BEING THE SOUTH LINE OF SAID 9 ACRE TRACT OF LAND, AND ALONG A FENCE LINE, SOUTH 71 DEGREES 00 MINUTES 00 SECONDS WEST - 170.00 FEET TO A 1/2" IRON ROD SET BY A CORNER POST FOR AN ANGLE POINT OF THIS;

THENCE ALONG THE NORTH LINE OF A CALLED 3/10 ACRE TRACT AND A 4/10 ACRE TRACT OF LAND DESCRIBED IN A DEED TO THE CITY OF THORNDALE, (260/628), AND THE SOUTH LINE OF THE ABOVE MENTIONED 40 FOOT WIDE STRIP OF LAND, AND ALONG A FENCE LINE, NORTH 75 DEGREES 48 MINUTES 15 SECONDS WEST - 365.04 FEET TO A 1/2" IRON ROD SET FOR AN ANGLE POINT OF THIS;

THENCE ALONG THE WEST LINE OF SAID 40 FOOT WIDE STRIP OF LAND, NORTH 20 DEGREES 09 MINUTES 09 SECONDS WEST - 197.07 FEET TO A 1/2" IRON ROD SET FOR AN ELL CORNER OF THIS;

THENCE ALONG THE SOUTH LINE OF SAID 9 ACRE TRACT OF LAND, AND APPROXIMATELY 2.5 FEET NORTH OF A BARBED WIRE FENCE LINE, SOUTH 73 DEGREES 30 MINUTES 00 SECONDS WEST - 380.00 FEET TO A 1/2" IRON ROD SET BY A CORNER POST IN THE ORIGINAL EAST LINE OF COWEN STREET FOR THE SOUTHWEST CORNER OF THIS;

THENCE ALONG SAID ORIGINAL EAST LINE, SAME BEING THE WEST LINE OF SAID 9 ACRE TRACT OF LAND, AND ALONG A FENCE LINE, NORTH 16 DEGREES 08 MINUTES 50 SECONDS WEST - 255.00 FEET TO A 1/2" IRON ROD SET BY A CORNER POST AT THE NORTHWEST CORNER OF THE ABOVE MENTIONED BLOCK 3, SAME BEING THE NORTHWEST CORNER OF SAID 9 ACRE TRACT OF LAND, LOCATED IN THE SOUTH LINE OF LAKE DRIVE FOR THE NORTHWEST CORNER OF THIS;

THENCE ALONG SAID SOUTH LINE, SAME BEING THE NORTH LINE OF SAID BLOCKS 3 AND 4; AND THE NORTH LINE OF SAID 9 ACRE TRACT OF LAND, NORTH 73 DEGREES 30 MINUTES 00 SECONDS EAST - 610.00 FEET TO A 1/2" IRON ROD SET IN THE WEST LINE OF BERRY STREET FOR THE MOST NORTHERLY NORTHEAST CORNER OF THIS;

THENCE ALONG SAID WEST LINE, AND ALONG A FENCE LINE, SOUTH 16 DEGREES 05 MINUTES 50 SECONDS EAST - 131.60 FEET TO A 1/2" IRON ROD SET IN THE SOUTH LINE OF LAKE DRIVE, SAME BEING AN ELL CORNER OF SAID BLOCK 4, AND AN ELL CORNER OF SAID 9 ACRE TRACT OF FOR AN ELL CORNER OF THIS;

THENCE ALONG THE SOUTH LINE OF SAID LAKE DRIVE, SAME BEING A NORTH LINE OF SAID BLOCK 4, AND NORTH LINE OF SAID 9 ACRE TRACT OF LAND, AND ALONG A FENCE LINE, NORTH 73 DEGREES 30 MINUTES 00 SECONDS EAST - 268.02 FEET TO THE POINT OF BEGINNING, AND CONTAINING 8.76 ACRES OF LAND, MORE OR LESS.

THIS FIELDNOTE DESCRIPTION IS TO ACCOMPANY A PLAT ON THE 8.76 ACRE TRACT OF LAND DESCRIBED ABOVE.

BEARING BASIS; FOR DIRECTIONAL CONTROL A BEARING OF NORTH 73 DEGREES 30 MINUTES 00 SECONDS EAST IS USED ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE I. AND G. N. RAILROAD, AS SHOWN ON THE RECORDED PLAT OF THE C. A. DAVIS ADDITION, TO THE CITY OF THORNDALE.

Reported Address: 1700 LAKE DRIVE, THORNDALE, TX 76577

**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, N.A.  
**Mortgage Servicer:** Wells Fargo Bank, N. A.  
**Current Beneficiary:** Wells Fargo Bank, N.A.  
**Mortgage Servicer Address:** 3476 Stateview Boulevard, Fort Mill, SC 29715

**SALE INFORMATION:**

**Date of Sale:** Tuesday, the 6th day of March, 2018  
**Time of Sale:** 12:00PM or within three hours thereafter.  
**Place of Sale:** THE EAST DOOR OF THE MILAM COUNTY COURTHOUSE AT 107 WEST MAIN STREET IN CAMERON in Milam County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Milam County Commissioner's Court.

**Substitute Trustee(s):** Pete Florez, Aarti Patel, Maryna Danielian, Patricia Sanders, Frederick Britton, Jack Burns II, Kristopher Holub, Patrick Zwiars, Pamela Thomas, Evan Press, Florence Rosas, John Latham, Michael Latham, John W. Latham, Brett Adams, Tobey Latham, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, Suzanne Suarez, 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 Pete Florez, Aarti Patel, Maryna Danielian, Patricia Sanders, Frederick Britton, Jack Burns II, Kristopher Holub, Patrick Zwiars, Pamela Thomas, Evan Press, Florence Rosas, John Latham, Michael Latham, John W. Latham, Brett Adams, Tobey Latham, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, Suzanne Suarez, 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. Pete Florez, Aarti Patel, Maryna Danielian, Patricia Sanders, Frederick Britton, Jack Burns II, Kristopher Holub, Patrick Zwiars, Pamela Thomas, Evan Press, Florence Rosas, John Latham, Michael Latham, John W. Latham, Brett Adams, Tobey Latham, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, Suzanne Suarez, 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,

Bonial & Associates, P.C.