

2013-58

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

FILED

2013 APR 15 A 11:57

DEED OF TRUST INFORMATION:

Date: 11/09/2001
Grantor(s): RAYCHAUN BALLARD, SAMARA BALLARD
Original Mortgagee: ALLSTAR LOAN COMPANY DBA ALLSTATE FUNDING, CORPORATION
Original Principal: \$58,800.00
Recording Information: Book 1548 Page 0574 Instrument 009306 ; re-filed under Book 1550 Page 0630
Property County: Navarro
Property: ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND SITUATED IN NAVARRO COUNTY, TEXAS, BEING PLAT NO. 25 EUREKA FOREST SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED IN VOLUME 7, PAGE 6, PLAT RECORDS OF NAVARRO COUNTY, TEXAS.
Reported Address: 145 S.E. C.R. 3144, CORSICANA, TX 75109

NAVARRO COUNTY, TX
 DEPUTY

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, Successor in Interest to Wachovia Bank, National Association, (formerly known as First Union National Bank) as Trustee, for Long Beach Mortgage Loan Trust 2001-4
Mortgage Servicer: JPMorgan Chase Bank, National Association
Current Beneficiary: U.S. Bank National Association, as Trustee, Successor in Interest to Wachovia Bank, National Association, (formerly known as First Union National Bank) as Trustee, for Long Beach Mortgage Loan Trust 2001-4
Mortgage Servicer Address: PO Box 1015238, Columbus, OH 43219

SALE INFORMATION:

Date of Sale: Tuesday, the 7th day of May, 2013
Time of Sale: 11:00AM or within three hours thereafter.
Place of Sale: AT THE FRONT STEPS OF THE COURTHOUSE in Navarro County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Navarro County Commissioner's Court.
Substitute Trustee(s): Randy Daniel or Cindy Daniel or Jim O'Bryant, Cristina Camarata, Hayden Hooper, Jeff Martin, Sammy Hooda, Andrew Hepworth, Robert Henry or Joe Lozano, any to act
Substitute Trustee Address: 9441 LBJ Freeway, Suite 250, Dallas, TX 75243

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 Randy Daniel or Cindy Daniel or Jim O'Bryant, Cristina Camarata, Hayden Hooper, Jeff Martin, Sammy Hooda, Andrew Hepworth, Robert Henry or Joe Lozano, 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. Randy Daniel or Cindy Daniel or Jim O'Bryant, Cristina Camarata, Hayden Hooper, Jeff Martin, Sammy Hooda, Andrew Hepworth, Robert Henry or Joe Lozano, 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,
/s/ Suzanne Suarez

Buckley Madole, P.C.