

FILED  
12:30pm  
DEC 28 2017

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

LIZ CHAPMAN  
CLERK COUNTY COURT, PECOS CO., TEXAS

By: *Mary Sanchez* Deputy

**DEED OF TRUST INFORMATION:**

**Date:** 01/03/2013  
**Grantor(s):** EDWARD F HAVINS JOINED HEREIN PRO FORMA BY HIS SPOUSE, EMILY E HAVINS  
**Original Mortgagee:** MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR AMERIPRO FUNDING, INC., ITS SUCCESSORS AND ASSIGNS  
**Original Principal:** \$217,490.00  
**Recording Information:** Book 064 Page 358 Instrument 2013-124160  
**Property County:** Pecos  
**Property:** LOTS FIVE (5) AND SIX (6), BLOCK SEVEN (7), ARNETT ADDITION TO THE CITY OF FORT STOCKTON, PECOS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF NOW OF RECORD IN CABINET 1, PAGE 68A AND B IN THE OFFICE OF THE COUNTY CLERK OF PECOS COUNTY, TEXAS.  
**Reported Address:** 1803 SUNSET STREET, FORT STOCKTON, TX 79735

**MORTGAGE SERVICING INFORMATION:**

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

**Current Mortgagee:** JPMorgan Chase Bank, National Association  
**Mortgage Servicer:** JPMorgan Chase Bank, N.A.  
**Current Beneficiary:** JPMorgan Chase Bank, National Association  
**Mortgage Servicer Address:** PO Box 1015238, Columbus, OH 43219

**SALE INFORMATION:**

**Date of Sale:** Tuesday, the 6th day of February, 2018  
**Time of Sale:** 01:00PM or within three hours thereafter.  
**Place of Sale:** AT THE EAST ENTRANCE TO THE COURTHOUSE in Pecos County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Pecos County Commissioner's Court.  
**Substitute Trustee(s):** Shelley Nail, Donna Trout, Frederick Britton, Faith Flores, Robert Gomez, Matt Hansen, Aleena Litton, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, Suzanne Suarez, Jack Withem, 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 Shelley Nail, Donna Trout, Frederick Britton, Faith Flores, Robert Gomez, Matt Hansen, Aleena Litton, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, Suzanne Suarez, Jack Withem, 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. Shelley Nail, Donna Trout, Frederick Britton, Faith Flores, Robert Gomez, Matt Hansen, Aleena Litton, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, Suzanne Suarez, Jack Withem, 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. f/k/a Buckley Madole, P.C.

*Shelley Nail*