

Posted
FILED at 9:40 A M O'clock 4/1/2021

BRENT ZITTERKOPF, County Clerk, Howard County, Texas

By Tina Powell Deputy

20-081611

Notice of Substitute Trustee's Sale

Notice Concerning Military Duty: 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. Tex. Prop. Code § 51.002(i)

Deed of Trust Date: August 4, 2014	Original Mortgagor/Grantor: FRANCISCO CERVANTES
Original Beneficiary / Mortgagee: GREEN TREE SERVICING LLC.	Current Beneficiary / Mortgagee: THE BANK OF NEW YORK MELLON, AS INDENTURE TRUSTEE, FOR WIMC CAPITAL TRUST 2011-1
Recorded in: Volume: 1411 Page: 700 Instrument No: n/a	Property County: HOWARD
Mortgage Servicer: NEWREZ LLC D/B/A SHELLPOINT MORTGAGE SERVICING	Mortgage Servicer's Address: 55 Beattie Place, Suite 110, MS#001, Greenville, SC 29601

* The mortgage servicer is authorized to represent the Mortgagee by virtue of a servicing agreement with the Mortgagee. Pursuant to the Servicing Agreement and Texas Property Code § 51.0025, the Mortgage Servicer is authorized to collect the debt and to administer any resulting foreclosure of the property securing the above referenced loan.

Secures: Note in the original principal amount of \$21,700.00, executed by FRANCISCO CERVANTES and payable to the order of Lender.

Property Address/Mailing Address: 905 E 16TH ST, BIG SPRING, TX 79770

Legal Description of Property to be Sold: BEING ALL OF LOT NO. TEN (10) IN BLOCK NO. THIRTY-SEVEN (37), COLE & STRAYHORN ADDITION TO THE CITY OF BIG SPRING, HOWARD COUNTY, TEXAS, ACCORDING TO THE PROPER MAP OR PLAT OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF HOWARD COUNTY, TEXAS..

Date of Sale: May 04, 2021	Earliest time Sale will begin: 10:00 AM
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Place of sale of Property: NORTH DOOR OF THE COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE OR IN THE AREA DESIGNATED BY THE COMMISSIONER'S COURT, PURSUANT TO SECTION 51.002 OF THE TEXAS PROPERTY CODE

The Substitute Trustee will sell the property by public auction to the highest bidder for cash at the place and date specified. The sale will begin at the earliest time stated above or within three (3) hours after that time.

Appointment of Substitute Trustee: Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust, the same is now wholly due. Because of that default, *THE BANK OF NEW YORK MELLON, AS INDENTURE TRUSTEE, FOR WIMC CAPITAL TRUST 2011-1*, the owner and holder of the Note, has requested Shelley Nail, Cassie Martin or Donna Trout whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, to sell the property. The Trustee(s) has/have been appointed Substitute Trustee in the place of the original trustee, in the manner authorized by the deed of trust.

Terms of Sale: The Foreclosure Sale will be conducted as a public auction and the Property will be sold to the highest bidder for cash, except that *THE BANK OF NEW YORK MELLON, AS INDENTURE TRUSTEE, FOR WIMC CAPITAL TRUST 2011-1* bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.



Pursuant to section 51.009 of the Texas Property Code, the Property will be sold "AS IS," without any expressed or implied warranties, except as to the warranties (if any) provided for under the Deed of Trust. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the Property.

Pursuant to section 51.0075(a) of the Texas Property Code, Shelley Nail, Cassie Martin or Donna Trout whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, Trustee reserves the right to set further reasonable conditions for conducting the Foreclosure Sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by Shelley Nail, Cassie Martin or Donna Trout whose address is 14800 Landmark Blvd., Suite 850, Dallas, TX 75254, Trustee.

Limitation of Damages: If the sale is set aside for any reason, the purchaser at the sale shall be entitled only to a return of the funds paid. The purchaser shall have no further recourse against Mortgagor, the Mortgagee, or the Mortgagee's attorney.



A handwritten signature in black ink, appearing to read 'Shelley Nail', written over a horizontal line. The signature is stylized and cursive.

SUBSTITUTE TRUSTEE

Shelley Nail, Cassie Martin or Donna Trout, Trustee

c/o Robertson, Anschutz, Schneid, Crane & Partners, PLLC,
10700 Abbott's Bridge Road, Suite 170, Duluth, Georgia
30097; PH: (470)321-7112