

**NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE****DEED OF TRUST INFORMATION:**

**Date:** 09/26/2006  
**Grantor(s):** LUCILLE TISDELL AND JAMES RICHARD TISDELL, WIFE AND HUSBAND  
**Original Mortgagee:** WELLS FARGO BANK, N.A.  
**Original Principal:** \$180,000.00  
**Recording Information:** Instrument 607938  
**Property County:** Waller  
**Property:**

ALL THAT CERTAIN TRACT OR PARCEL OF LAND, OUT OF THE BIRDIE WILSON 90-ACRE TRACT OF LAND IN THE JUSTO LIENDO SURVEY, ABSTRACT NO. 41, OF WALLER COUNTY, TEXAS, BEING DESCRIBED AS FOLLOWS, TO-WIT BEGINNING AT THE NORTHEAST CORNER OF THE BIRDIE WILSON 90-ACRE TRACT, SAID CORNER BEING WHERE THE EAST LINE OF THE JUSTO LIENDO SURVEY INTERSECTS THE SOUTHLINE OF THE OLD HEMPSTEAD-PRAIRIE VIEW ROAD:  
 THENCE SOUTH WITH THE EAST LINE OF THE JUSTO LIENDO SURVEY, A DISTANCE OF 208.7 FEET TO STAKE FOR CORNER;  
 THENCE WEST, A DISTANCE OF 208.7 FEET TO STAKE FOR CORNER;  
 THENCE NORTH, A DISTANCE OF 208.7 FEET TO STAKE FOR CORNER, IN SOUTH LINE OF ROAD;  
 THENCE EAST WITH SAID SOUTH LINE OF SAID ROAD, A DISTANCE OF 208.7 FEET TO POINT OF BEGINNING, CONTAINING ONE (1) ACRE OF LAND.

**Reported Address:** 36805 WYATT CHAPEL RD, HEMPSTEAD, TX 77445

**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 3rd day of March, 2015  
**Time of Sale:** 10:00AM or within three hours thereafter.  
**Place of Sale:** AT THE FOYER AT THE SOUTH ENTRANCE TO THE COURTHOUSE in Waller County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Waller County Commissioner's Court.  
**Substitute Trustee(s):** Patricia Poston or Nick Poston or Megan Randle-Bender, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, 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 Patricia Poston or Nick Poston or Megan Randle-Bender, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, 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. Patricia Poston or Nick Poston or Megan Randle-Bender, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, 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,

Buckley Madole, P.C.

**FILED AND RECORDED**

**Instrument Number: 15-007**

Filing and Recording Date: 01/26/2015 11:41:37 AM Pages: 2 Recording Fee: \$6.00

I hereby certify that this instrument was FILED on the date and time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS of Waller County,



A handwritten signature in black ink that reads "Debbie Hollan".

Debbie Hollan, County Clerk  
Waller County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

Jenifer Deutrich, Deputy

Returned To: