

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

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.

DEED OF TRUST INFORMATION:

Date: July 11, 2008

Grantor(s): Tomas Gomez, an Unmarried Person

Original Mortgagee: Mortgage Electronic Registrations Systems, Inc. as nominee for City Bank
Mortgage: Mortgage

Original Principal: \$55,000.00

Recording Information: 2008027123

Property County: Lubbock

Property: Unit 4749, Building D, LA TOURAINNE CONDOMINIUMS, a condominium project established according to the Condominium Declaration recorded in Volume 1, Page 533, and amended in Volume 1, Page 607 of the Condominium Records of Lubbock County, Texas, Supplemental Declarations of Merger and Annexation filed for record in Volume 1, Page 609, corrected and refiled in Volume 1, Page 895, Volume 1, Page 791, Volume 1, Page 887, and Volume 2, Page 327 of the Condominium Records of Lubbock County, Texas, and Volume 3286, Page 1 of the Real Property Records of Lubbock County, Texas, and being located in Tract "L", a replat of Lots 58 through 60, Whisperwood, an addition to the City of Lubbock, Lubbock County, Texas, together with an undivided 2.8 percentage interest in the general common elements of such condominium project appurtenant to such unit as set forth in the Condominium Declaration, Amendments and Supplemental Declarations of Merger and Annexation thereto.

Property Address: 4749 2nd Street
Lubbock, TX 79416

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: MCLP Asset Company, Inc.
Mortgage Servicer: Selene Finance LP
Mortgage Servicer Address: 3501 Olympus Boulevard
Address: 5th Floor, Suite 500
Dallas, TX 75019

SALE INFORMATION:

Date of Sale: June 6, 2023
Time of Sale: 10:00 AM or within three hours thereafter.

Place of Sale: **Lubbock County Courthouse, 904 Broadway, Lubbock, TX 79401 or, if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court.**

Substitute Trustee: **Bobby Fletcher, David Ray, Clay Golden, Israel Curtis, Jonathan Schendel, Angie Uselton, Charles Green, Lisa Bruno, Patrick Zwiers, Kristopher Holub, Dana Kamin, Joshua Sanders, Matthew Hansen, Aleena Litton, Auction.com, Terry Browder, Laura Browder, Marsha Monroe, Jamie Osborne, Padgett Law Group, Michael J. Burns, or Jonathan Smith, any to act**

Substitute Trustee Address: **546 Silicon Dr., Suite 103 Southlake, TX 76092 TXAttorney@PadgettLawGroup.com**

APPOINTMENT OF SUBSTITUTE TRUSTEE:

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

The undersigned is the attorney for the mortgagee and/or mortgage servicer, and in such capacity does hereby remove the original trustee and all successor substitute trustees under the above-described Deed of Trust and appoints in their place Bobby Fletcher, David Ray, Clay Golden, Israel Curtis, Jonathan Schendel, Angie Uselton, Charles Green, Lisa Bruno, Patrick Zwiers, Kristopher Holub, Dana Kamin, Joshua Sanders, Matthew Hansen, Aleena Litton, Auction.com, Terry Browder, Laura Browder, Marsha Monroe, Jamie Osborne, Padgett Law Group, Michael J. Burns, or Jonathan Smith, any to act, whose address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092 as Substitute Trustee, who shall hereafter exercise all powers and duties to set aside the said original trustee under said Deed of Trust, and further does hereby request, authorize, and instruct said Substitute Trustees to conduct and direct the execution of remedies set aside to the beneficiary therein.

WHEREAS, the above-named Grantor(s) 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 are declared immediately due and payable.

WHEREAS, the original Trustee and any previously appointed Substitute Trustee under said Deed of Trust has been hereby removed and the herein described Substitute Trustees, have been appointed as Substitute Trustees and authorized by the Mortgage Servicer to enforce the power of sale granted in the Deed of Trust; 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 is hereby accelerated, and all sums secured by the Deed of Trust are declared to be immediately due and payable.
2. The herein appointed Substitute Trustees, 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 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 imposed by the Deed of Trust.
4. No warranties, express or implied, including but not limited to the implied warranties of

merchantability and fitness for the 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 sold "AS-IS", purchaser's 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 interest 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.

5. 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 the Mortgagor, the Mortgagee, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.

MB

Michael J. Burns


Terry Browder

CERTIFICATE OF POSTING

My name is _____, and my address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on _____, I filed at the office of the Lubbock County Clerk to be posted at the Lubbock County courthouse this notice of sale.

Declarant's Name: _____

Date: _____

Padgett Law Group
546 Silicon Dr., Suite 103
Southlake, TX 76092
TXAttorney@PadgettLawGroup.com
(850) 422-2520

WITNESS MY HAND this _____ day of _____, _____.

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS



Kelly Pinion

Kelly Pinion, County Clerk
Lubbock County, TEXAS
04/20/2023 10:39 AM
FEE: \$3.00
2023014256