

#3

NOTICE OF TRUSTEE'S SALE AND APPOINTMENT OF SUBSTITUTE TRUSTEE

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. Sender is: Codilis & Moody, P.C., 400 North Sam Houston Parkway East, Suite 900A, Houston, Texas 77060

INSTRUMENT BEING FORECLOSED AND MORTGAGE SERVICER INFORMATION

Deed of Trust dated August 22, 2007 and recorded under Clerk's File No. 00141764, in the real property records of UPTON County Texas, with Robert E Ricks, an unmarried person as Grantor(s) and Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Cartus Home Loans (fka Cendant Mortgage), its successors and assigns as Original Mortgagee.

Deed of Trust executed by Robert E Ricks, an unmarried person securing payment of the indebtedness in the original principal amount of \$106,000.00 and obligation therein described including but not limited to the promissory note and all modifications, renewal and extensions of the promissory note (the "Note") executed by Robert W Ricks. NewRez LLC d/b/a Shellpoint Mortgage Servicing is the current mortgagee (the "Mortgagee") of the Note and Deed of Trust or Contract Lien.

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. Shellpoint Mortgage Servicing is acting as the Mortgage Servicer for the Mortgagee. Shellpoint Mortgage Servicing, is representing the Mortgagee, whose address is: 75 Beattie Place, Suite 300, Greenville, SC 29601.

Legal Description:

ALL THAT CERTAIN LOT, TRACT OR PARCEL OF LAND LYING AND BEING SITUATED IN UPTON COUNTY, TEXAS AND MORE PARTICULARLY DESCRIBED AS FOLLOW: LOTS FIVE (5) AND SIX (6), BLOCK TEN (10) SUNSET ADDITION TO THE CITY OF MCCAMEY, UPTON COUNTY, TEXAS, AS SHOWN BY THE PLAT OR MAP OF RECORD IN THE OFFICE OF THE COUNTY CLERK OF UPTON COUNTY, TEXAS. FOR INFORMATIONAL PURPOSES ONLY: THE APN IS SHOWN BY THE COUNTY ASSESSOR AS R3029; THE SOURCE OF TITLE IS VOLUME 377, PAGE 497 RECORDED 10/13/1967.

SALE INFORMATION

Date of Sale: 05/03/2022

Earliest Time Sale Will Begin: 10:00 AM

03/31/2022 AT 11:11am
LAWANBA MCNURRAY
CLERK, COUNTY/DISTRICT COURT
UPTON COUNTY
CLERK/DEPUTY

Location of Sale: The place of the sale shall be: UPTON County Courthouse, Texas at the following location: On the front steps on the south side of the Upton County Courthouse, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court

TERMS OF SALE

A default has occurred in the payment of said herein referenced indebtedness, and the same is now wholly due, and the Mortgagee and/or Mortgage Servicer has requested the hereinafter appointed Substitute Trustee to sell said property to the highest bidder for cash and to distribute or apply the proceeds of said sale in accordance with the terms of said Deed of Trust.

The Sale will be conducted as a public auction to the highest bidder for cash, except that Mortgagee's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust. Pursuant to the Deed of Trust, the



9

mortgagee has the right to direct the Trustee to sell the property in one or more parcels and/or to sell all or only part of the property. Pursuant to Section 51.009 of the Texas Property Code, the Property will be sold in "AS IS," "WHERE IS" condition, without any express or implied warranties, except as to the warranties of title, if any, provided for under the Deed of Trust.

The sale will begin at the earliest time stated above, or within three (3) hours after that time. 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 or the Mortgagee's attorney.

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.

WHEREAS, in my capacity as attorney for the Mortgagee and/or Its Mortgage Servicer, and pursuant to Section 51.0076 of the Texas Property Code, **I HEREBY APPOINT AND DESIGNATE Shelley Nail, Donna Trout, Johnie Eads, Cary Corenblum, Shawn Schiller, Cassie Martin, Kristina McCrary, Zane Nail, Thomas Delaney, Danya Gladney, Aaron Demuth, Codilis & Moody, P.C., or Auction.com, as Substitute Trustee.**

The address for the Substitute Trustee for purposes of Section 51.0075(e) of the Texas Property Code is:

Codilis & Moody, P.C.
400 N. Sam Houston Pkwy E, Suite 900A
Houston, TX 77060
(281) 925-5200

Executed on 03/30/2022.

/s/ Danya F. Gladney SBOT No. 24059786, Attorney at Law
Codilis & Moody, P.C.
400 N. Sam Houston Pkwy E, Suite 900A
Houston, TX 77060
(281) 925-5200

Posted and filed by:

Printed Name: _____

C&M No. 44-22-0415