

**Notice of Foreclosure Sale**

FILED FOR RECORD  
at 11:05 o'clock A M

September 17, 2018

SEP 18 2018

Deed Of Trust :

PAULETTE WILLIAMS  
COUNTY CLERK LIBERTY COUNTY, TEXAS  
BY Adnan Dwyer DEPUTY

Dated: March 4, 2010

Grantor: ALLEN MOFFETT and CHRISTEE MOFFETT

Trustee: EDWARD B. PICKETT

Lender: DAYTON OAKS DEVELOPERS, INC.

Recorded in: Under film code number 2010002988 of the real property records of Liberty County, Texas;

Legal Description: Lot 115 of Dayton Oaks, a subdivision of 398.794 acres in the Thomas B. Garrett Survey, A-37, in Liberty County, Texas, according to the map or plat thereof recorded in Vol. 8, Page 160 of the Map Records of Liberty County, Texas.

Secures: Promissory Note ("Note") in the original principal amount of \$15,900.00 executed by ALLEN MOFFETT and, CHRISTEE MOFFETT ("Borrower") and payable to the order of Lender and all other indebtedness of Borrower to Lender

Modifications and Renewals: NONE

[Original] Property: The real property, improvements, and personal property described in and mortgaged in the Deed of Trust, including the real property described above and all rights and appurtenances thereto

Trustee: EDWARD B. PICKETT

Trustee's Address: 524 Travis  
Liberty, Texas 77575

Mortgage Servicer: DAYTON OAKS DEVELOPERS, INC.

Mortgage Servicer's Address: P. O. Box 1482  
Liberty, Texas 77575

Foreclosure Sale:

Date: Tuesday, November 6, 2018

Time: The sale of the Property will be held between the hours of 10:00 A.M. and 4:00 P.M. local time; the earliest time at which the Foreclosure Sale will begin is 10:00 A.M. and not later than three hours thereafter

Place: The south steps of the Liberty County Courthouse located at 1923 Sam Houston Street, Liberty, Texas 77575 or as designated by the County Commissioner's Office in Liberty County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Liberty County Commissioner's Court

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 Lender's bid may be by credit against the indebtedness secured by the lien of the Deed of Trust.

Default has occurred in the payment of the Note and in the performance of the obligations of the Deed of Trust. Because of that default, Lender/Beneficiary, the owner and holder of the Note, has requested Trustee to sell the Property.

The Deed of Trust may encumber both real and personal property. Formal notice is hereby given of Lender's election to proceed against and sell both the real property and any personal property described in the Deed of Trust in accordance with Lender's rights and remedies under the Deed of Trust and section 9.604(a) of the Texas Business and Commerce Code.

Mortgage Servicer is representing Lender in connection with the loan evidenced by the Note and secured by the Deed of Trust under a servicing agreement with Lender. The address of Mortgage Servicer is set forth above.

Therefore, notice is given that on and at the Date, Time, and Place for the Foreclosure Sale described above, Trustee will sell the Property in accordance with the Terms of Sale described above, the Deed of Trust, and applicable Texas law.

If Lender passes the Foreclosure Sale, notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Deed of Trust and the Texas Property Code.

The Foreclosure Sale will be made expressly subject to any title matters set forth in the Deed of Trust, but prospective bidders are reminded that by law the Foreclosure Sale will necessarily be made subject to all prior matters of record affecting the Property, if any, to the extent that they remain in force and effect and have not been subordinated to the Deed of Trust. For the avoidance of doubt, the Foreclosure Sale will not cover any part of the Property that has been released of public record from the lien and/or security interest of the Deed of Trust by Lender. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such

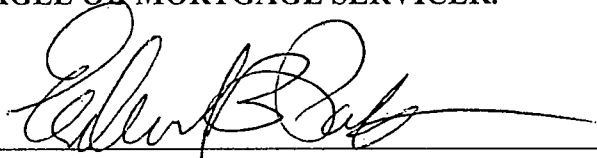
matters, if any.

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, [.] 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 [.] 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.

**THIS INSTRUMENT APPOINTS THE TRUSTEE 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.**

A handwritten signature in cursive script, appearing to read "Edward B. Pickett", written over a horizontal line.

EDWARD B. PICKETT, TRUSTEE

[RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:]

FILED  
at 10:15 o'clock A M

Carrington Foreclosure Services, LLC  
P.O. Box 3309  
Anaheim, California 92803  
For Sale Information: (888) 313-1969  
For Reinstatement Requests: 1-866-874-5860  
Pay Off Requests: 1-800-561-4567

SEP 20 2018

PAULETTE WILLIAMS  
COUNTY CLERK, LIBERTY COUNTY, TEXAS  
BY Adnan Diver DEPUTY

TS#: 18-20900

### NOTICE OF SUBSTITUTE TRUSTEE'S SALE

**WHEREAS**, on 11/15/2007, SHELIA FRAZIER, A SINGLE WOMAN, INDIVIDUAL, as Grantor/Borrower, executed and delivered that certain Deed of Trust, in favor of DANIEL HERNDON, as Trustee, HOME FEDERAL SAVINGS AND LOAN, as Beneficiary which deed of trust secures the payment of that certain promissory note of even date therewith in the original amount of \$107,800.00, payable to the order of HOME FEDERAL SAVINGS AND LOAN, which Deed of Trust is Recorded on 11/19/2007 as Volume 2007015848, Book , Page , in Liberty County, Texas, Deed of Trust covers all of the real property, personal property, and fixtures described therein, including , but not limited to, all the following described property, rights and interests (the "Property"), to-wit;

**BEING OUT OF AND A PART OF LOT 3 IN OUTER BLOCK 15 OF THE CITY OF LIBERTY, LIBERTY COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEING THAT CERTAIN 9.000 SQUARE FT. OF BIND IN LOT NO. 3 OF OUTER BLOCK NO. 15, OF THE TOWN OF LIBERTY, LIBERTY COUNTY, TEXAS, AS FOLLOWS: BEGINNING AT A 1/2 INCH IRON ROD IN THE SOUTH LINE OF SAID LOT NO. 3, 488.55 FT. EAST OF THE S.W. CORNER OF SAID LOT NO. 3, FOR THE S.W. CORNER OF THIS LOT;**

**THENCE NORTH PARALLEL THE WEST LINE OF SAID LOT NO. 3, 150.00 FT. TO A 1/2 INCH IRON ROD AT THE N.W. CORNER OF THIS LOT;**

**THENCE EAST PARALLEL THE SOUTH LINE OF SAID LOT NO. 3, 60.00 FT. TO A 1/2 INCH IRON ROD AT THE N.E. CORNER OF THIS LOT;**

**THENCE SOUTH PARALLEL TO THE WEST LINE OF SAID LOT NO. 3, 150.00 FT. TO THE S.E. CORNER OF THIS LOT IN THE SOUTH LINE OF LOT NO. 3;**

**THENCE WEST WITH THE SOUTH LINE OF LOT NO. 3, 60.00 FT TO THE PLACE OF BEGINNING, AND BEING THE SAME LAND CONVEYED BY R.G. PARTLOW TO MIRIAM PARTLOW, BY DEED DATED APRIL 4, 1936, OF RECORD IN VOLUME 210, PAGE 279, IN THE LIBERTY COUNTY DEED RECORDS.**

Commonly known as: 2101 GRAND ST, LIBERTY, TX 77575



4670656

**WHEREAS**, the Trustee named in the Deed of Trust having been removed, the legal holder of the indebtedness described in the Deed of Trust appointed **Tommy Jackson, Ron Harmon, Margie Allen, Kyle Barclay**

or either of them, as Substitute Trustee (each being referred to as the "Substitute Trustee"), upon the contingency and in the manner authorized by the Deed of Trust: and

**WHEREAS**, defaults have occurred in the covenants of the Deed of Trust, monetary or otherwise, and the indebtedness secured by and described in the Deed of Trust is now wholly due, and Carrington Mortgage Services, LLC whose address is 1600 Douglass Road, Suite 200 A, Anaheim, CA 92806 is acting as the mortgage servicer for **Carrington Mortgage Services, LLC**, which is the mortgagee of the Note and Deed of Trust or mortgage and the legal holder of such indebtedness and the liens securing same has requested either one of the Substitute Trustees to sell the Property in accordance with applicable law and the terms and provisions of the Deed of Trust. Carrington Mortgage Services, LLC is authorized to represent the mortgagee by virtue of a written servicing agreement with the mortgagee. Pursuant to that agreement and Texas Property Code Section 51.0025, Carrington Mortgage Services, LLC is authorized to administer the foreclosure referenced herein.

**NOW, THEREFORE, NOTICE IS HEREBY GIVEN**, that on **TUESDAY, 11/6/2018 at 10:00 AM**, or no later than three (3) hours after such time, being the first Tuesday of such month, of **Liberty County, Texas**, the Substitute Trustee will sell the Property at public venue to the highest bidder for cash. The sale will take place at the area designated by the Commissioner's Court for sales of real property under a power of sale conferred by a deed of trust or other contract lien as follows: **THE FRONT STEPS OF THE COURTHOUSE, ON THE SOUTH SIDE, WITH AN ADDRESS OF 1923 SAM HOUSTON**

**NOTICE IS FURTHER GIVEN** that , except to the extent that the Substitute Trustee may bind and obligate Mortgagors to warrant title the Property under the terms of the Deed of Trust, conveyance of the Property shall be made without any representations or warranties whatsoever, express or implied.


If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the deposit paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, or the Mortgagee's Attorney.

**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.**

**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.**

WITNESS, my hand this 9/18/2018

  
By: Substitute Trustee(s)

Tommy Jackson, Ron Harmon, Margie Allen, Kyle Barclay

C/O Carrington Foreclosure Services, LLC  
P.O. Box 3309  
Anaheim, California 92803

***THIS IS AN ATTEMPT TO COLLECT A DEBT AND ANY INFORMATION OBTAINED WILL BE  
USED FOR THAT PURPOSE.***