

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date: 05/16/2001
Grantor(s): DARRELL J PESL AND SPOUSE, RONDA NADINE PESL
Original Mortgagee: WELLS FARGO HOME MORTGAGE, INC.
Original Principal: \$23,280.00
Recording Information: Book 1134 Page 87 Instrument 01-2576
Property County: Fayette
Property:

FILED
11:25 AM
FEB 23 2018
Julie Karstedt
JULIE KARSTEDT
CO. CLERK, FAYETTE CO., TEXAS

ALL THAT CERTAIN TRACT OR PARCEL OF LAND SITUATED IN FAYETTE COUNTY, TEXAS, A PART OF THE KESIAH CRIER LEAGUE, A-38, SAME BEING THAT CERTAIN CALLED 1.11 ACRE TRACT OF LAND DESCRIBED IN A DEED FROM MRS MARY KLESEL, SURVIVING WIDOW OF AUGUST KLESEL, JR., DECEASED, TO FERDINAND J. KLESEL, DATED NOVEMBER 15, 1948 AND RECORDED IN VOLUME 226, PAGE 530 OF THE DEED RECORDS OF FAYETTE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, TO-WIT:

BEGINNING AT AN IRON ROD SET FOR THE SOUTHWEST CORNER, SAME BEING THE SOUTHWEST CORNER OF THE SAID FERDINAND J. KLESEL 1.11 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF A 2 ACRE TRACT OF LAND DESCRIBED IN A DEED TO ROBERT PESL IN VOLUME 461, PAGE 516, SAME LYING IN THE NORTH MARGIN OF A COUNTY ROAD NAMED KLESEL ROAD;

THENCE, ALONG THE WEST BOUNDARY OF THE SAID FERDINAND J. KLESEL 1.11 ACRE TRACT, THE EAST BOUNDARY OF THE SAID ROBERT PESL 2 ACRES, THE EAST BOUNDARY OF A 0.47 ACRE TRACT OF LAND DESCRIBED IN A DEED TO DAVID PESL IN VOLUME 920, PAGE 731 AND THE EAST BOUNDARY OF A 0.52 ACRE TRACT OF LAND DESCRIBED IN A DEED TO MARVIN WICK IN VOLUME 470, PAGE 86, NORTH 614.2 FEET TO AN IRON ROD SET FOR THE NORTHWEST CORNER OF THE SAID FERDINAND J. KLESEL 1.11 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF THE SAID MARVIN WICK 0.52 ACRE TRACT, SAME LYING IN THE SOUTH MARGIN OF BRUCE STREET;

THENCE, ALONG THE NORTH BOUNDARY OF THE SAID FERDINAND J. KLESEL 1.11 ACRES AND THE SOUTH MARGIN OF SAID BRUCE STREET, N 89 DEGREES 10'40" E 75.0 FEET TO AN IRON ROD SET FOR THE NORTHEAST CORNER OF THE SAID FERDINAND J. KLESEL 1.11 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A 2.52 ACRE TRACT OF LAND DESCRIBED IN A DEED TO KERVIN WARNKEN IN VOLUME 913, PAGE 535;

THENCE, ALONG THE EAST BOUNDARY OF THE SAID FERDINAND J. KLESEL 1.11 ACRES AND THE WEST BOUNDARY OF THE SAID KERVIN WARNKEN 2.52 ACRES, SOUTH 621.4 FEET TO AN IRON ROD SET FOR THE SOUTHEAST CORNER OF THE SAID FERDINAND J. KLESEL 1.11 ACRES, SAME LYING IN THE NORTH MARGIN OF SAID KLESEL ROAD;

THENCE, ALONG THE SOUTH BOUNDARY OF THE SAID FERDINAND J. KLESEL 1.11 ACRES AND THE NORTH MARGIN OF SAID KLESEL ROAD, N 85 DEGREES 19'10" W 75.0 FEET TO THE PLACE OF BEGINNING, CONTAINING 1.06 ACRES OF LAND.

Reported Address: 402 BRUCE STREET, SCHULENBURG, TX 78956

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 April, 2018
Time of Sale: 10:00AM or within three hours thereafter.
Place of Sale:

AT THE POSTING BOARD LOCATED ON AND IN THE STONE WALL ENCLOSURE LOCATED ON THE NORTHWEST PORTION OF THE FAYETTE COUNTY COURTHOUSE SQUARE, ON AND IN THAT PORTION OF THE WALL ENCLOSURE FACING WEST COLORADO STREET NEAR ITS INTERSECTION WITH NORTH MAIN STREET in Fayette County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Fayette County Commissioner's Court.

Substitute Trustee(s): Jack Burns II, Kristopher Holub, Patrick Zwiers, Pamela Thomas, Louise Graham, Donald Graham, Jill Nichols, Ebbie Murphy, Megan Randle, Rebecca Bolton, Amy Jurasek, John Mccarthy, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, Suzanne Suarez, or Alexander Wolfe, 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 Jack Burns II, Kristopher Holub, Patrick Zwiers, Pamela Thomas, Louise Graham, Donald Graham, Jill Nichols, Ebbie Murphy, Megan Randle, Rebecca Bolton, Amy Jurasek, John Mccarthy, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, Suzanne Suarez, or Alexander Wolfe, 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. Jack Burns II, Kristopher Holub, Patrick Zwiers, Pamela Thomas, Louise Graham, Donald Graham, Jill Nichols, Ebbie Murphy, Megan Randle, Rebecca Bolton, Amy Jurasek, John Mccarthy, Michael Burns, Elizabeth Hayes, Michael Hupf, Marilyn Jones, Suzanne Suarez, or Alexander Wolfe, 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,

Bonial & Associates, P.C.

