

2014 JUL 14 AM 11:56

[RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:]

Carrington Foreclosure Services, LLC  
P.O. Box 16245  
Irvine, California 92623-6245  
For Sale Information: (888) 313-1969  
For Reinstatement / Pay Off Requests: (888) 313-1969

TS#: 14-13093  
Loan #: 4000032506

### NOTICE OF SUBSTITUTE TRUSTEE'S SALE

**WHEREAS**, on 3/21/2007, Richard D. Fisher, Jr. and Dorothy Zola Fisher, as Grantor/Borrower, executed and delivered that certain Deed of Trust, in favor of Timothy M. Bartosh or William B. Naryka, as Trustee, Mortgage Electronic Registration Systems, Inc., solely as nominee for CTX Mortgage Company, LLC, as Beneficiary which deed of trust secures the payment of that certain promissory note of even date therewith in the original amount of \$66,431.00, payable to the order of Mortgage Electronic Registration Systems, Inc., solely as nominee for CTX Mortgage Company, LLC, which Deed of Trust is Recorded on 3/26/2007 as Volume 002711, Book 1476, Page 0009, in Hill 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;

**All that certain lot, tract or parcel of land being described as Lots Three (3) and Four (4), Block Twenty-nine (29) of the Original Town of Hubbard, Hill County, Texas, as reflected on the plat recorded in Volume 41, page 14, Hill County Deed Records, and being the same and identical property described in a Deed dated June 16, 1950, from Othor Littlejohn, a bachelor, to Carlisle C. Littlejohn and wife, Idyl Littlejohn, filed for record June 26, 1950, recorded in Volume 360, page 481, Hill County Deed Records.**

Commonly known as: **406 HICKORY AVE, HUBBARD, TX 76648**

**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 **Tim Lewis or Angela Lewis or Cecil Kester or Brian Jackson or Lori Garner or Donna Stockman or David Stockman** 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 1610 E. St. Andrews Pl., Santa Ana, CA 92705 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



4471440

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, 8/5/2014 at 1:00 PM**, or no later than three (3) hours after such time, being the first Tuesday of such month, of **Hill 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 East door of the Courthouse.**

**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.**

WITNESS, my hand this 7/10/2014

  
\_\_\_\_\_

By: Substitute Trustee(s)

Tim Lewis or Angela Lewis or Cecil Kester or Brian Jackson or Lori Garner or Donna Stockman or David Stockman

C/O Carrington Foreclosure Services, LLC

1610 E. Saint Andrew Place, Suite 150F

Santa Ana, CA 92705

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