

NOTICE OF [SUBSTITUTE] 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.

1. **Date, Time, and Place of Sale.**

Date: April 01, 2014

Time: The sale will begin at 1:00PM or not later than three hours after that time.

Place: THE SOUTH HALL ENTRANCE ON THE FIRST FLOOR OF THE JONES COUNTY COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

2. **Terms of Sale.** Cash.

3. **Instrument to be Foreclosed.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated September 12, 2002 and recorded in Document VOLUME 175, PAGE 584 real property records of JONES County, Texas, with LESLEY BARRIENTES AND ERIK BARRIENTES, grantor(s) and WASHINGTON MUTUAL BANK, FA, mortgagee.

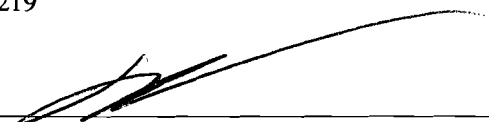
4. **Obligations Secured.** Deed of Trust or Contract Lien executed by LESLEY BARRIENTES AND ERIK BARRIENTES, securing the payment of the indebtednesses in the original principal amount of \$23,750.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. JPMORGAN CHASE BANK, N.A. is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. **Property to Be Sold.** The property to be sold is described as follows:

BEING LOT 6 AND THE NORTH ONE-HALF (N/2) OF LOT 5 OF BLOCK 6 IN THE CONTINUATION OF TOM HOLMAN ADDITION TO THE TOWN OF HAMLIN, JONES COUNTY, TEXAS.

6. **Mortgage Servicer Information.** 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 lien securing the Property referenced above. JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, as Mortgage Servicer, is representing the current mortgagee, whose address is:

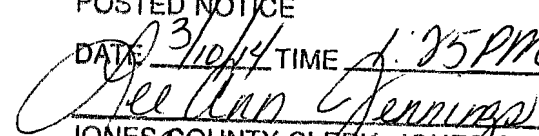
c/o JPMORGAN CHASE BANK, NATIONAL ASSOCIATION
3415 VISION DRIVE
COLUMBUS, OH 43219

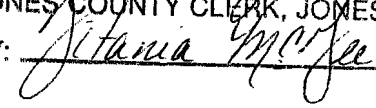

TERRY BROWDER, LAURA BROWDER OR MARSHA MONROE
Substitute Trustee
c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP
15000 Surveyor Boulevard, Suite 100
Addison, Texas 75001

Active Duty Notifications: Special Loans Unit /CHASE Home Lending Attn: SCRA/2210 Enterprise Drive
/Florence, SC 29501 /Fax: 843 413 5433/scra.military.orders@chase.com

POSTED NOTICE

DATE 3/10/14 TIME 1:25 PM


JANELLE ANN JENNINGS
JONES COUNTY CLERK, JONES CO., TX.

BY: 
JITANIA MCJEE



NOS00000004254736

HOME EQUITY POSTING WITH ORDER ATTACHED

820 11TH STREET
ANSON, TX 79501

20110031410692

NOTICE OF SUBSTITUTE TRUSTEE SALE

(See TEX. CONST. art. XVI, § 50a(6) Order attached)

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1. Date, Time, and Place of Sale.

Date: April 01, 2014

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Place: THE SOUTH HALL ENTRANCE ON THE FIRST FLOOR OF THE JONES COUNTY COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

2. Terms of Sale. Cash.

3. **Instrument to be Foreclosed.** The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated September 17, 2002 and recorded in Document VOLUME 176, PAGE 297 real property records of JONES County, Texas, with ANDREA RAMIREZ AND LUIS RAMIREZ, grantor(s) and AAMES FUNDING CORP., DBA AAMES HOME LOAN, mortgagee.

4. **Obligations Secured.** Deed of Trust or Contract Lien executed by ANDREA RAMIREZ AND LUIS RAMIREZ, securing the payment of the indebtednesses in the original principal amount of \$30,000.00, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR THE BENEFIT OF THE CERTIFICATEHOLDERS OF THE AAMES MORTGAGE TRUST, 2002-2, MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2002-2 is the current mortgagee of the note and Deed of Trust or Contract Lien.

5. **Property to Be Sold.** The property to be sold is described as follows:

BEING ALL OF THE WEST ONE-HALF (W/2) OF LOT 12, BLOCK 30, ORIGINAL TOWN OF ANSON, JONES COUNTY, TEXAS.

6. **Mortgage Servicer Information.** 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 lien securing the Property referenced above. BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o BANK OF AMERICA, N.A., AS SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP
PTX-C-32 7105 CORPORATE
PLANO, TX 75024

TERRY BROWDER, ~~LAURA BROWDER~~ OR MARSHA MONROE
Substitute Trustee

c/o
15000 Surveyor Boulevard, Suite 100
Addison, Texas 75001



NOS20110031410692

POSTED NOTICE

DATE 3/10/14 TIME 1:25 PM

Alanna Jennings
JONES COUNTY CLERK, JONES CO., TX.

BY: Stania Morfe

Cause No. 023039

**DEUTSCHE BANK NATIONAL
TRUST COMPANY, AS TRUSTEE
FOR THE BENEFIT OF THE
CERTIFICATEHOLDERS OF THE
AAMES MORTGAGE TRUST, 2002-2,
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2002-2,
Plaintiff,**

V.

**ANDREA RAMIREZ, DAVID LEE
RAMIREZ, ERMA LOU RAMIREZ,
IRMA FIGUEROA FAJARDO,
MAGGIE MUNOZ, AND THE
UNKNOWN HBIRS AT LAW OF LUIS
RAMIREZ, DECEASED,
Defendants.**

**In Re: 820 11TH STREET,
ANSON, TEXAS 79501**

IN THE DISTRICT COURT

OF JONES COUNTY, TEXAS

259TH JUDICIAL DISTRICT

FINAL JUDGMENT

After considering plaintiff, Deutsche Bank National Trust Company, as Trustee for the Benefit of the Certificateholders of the AAMES Mortgage Trust, 2002-2, Mortgage Pass-Through Certificates, Series 2002-2's, its successors or assigns, motion for final judgment, pleadings, and evidence on file the Court GRANTS the motion and finds:

1. Citation properly served on defendants according to law and remained on file with the Clerk of this Court for the time prescribed by law.
2. None of the defendants who were personally served are in active military service.
3. Matt Mercer appointed as attorney ad litem according to TEX. R. CIV. P. 244 for defendants, the unknown heirs-at-law of Luis Ramirez, deceased served citation by publication.
4. The Loan Agreement between Andrea Ramirez and Luis Ramirez and the plaintiff is in default and that plaintiff is the beneficiary of that agreement on the property made the basis of this lawsuit.

Final Judgment
BDFTE #: 20110031410692

JAN - 9 2014
Page 1

By Sacramento District Clerk, Jones Co. Texas Deputy

5. Plaintiff is entitled to the relief sought in plaintiff's original petition. Therefore it is:

ORDERED that:

All of Luis Ramirez's ("Decedent") heirs-at-law have been made defendants to this suit and were immediately vested with all of Decedent's right, title and interest in the real property and improvements commonly known as 820 11th Street, Anson, Texas 79501 ("Property") and legally described as:

BEING ALL OF THE WEST ONE-HALF (W/2) OF LOT 12, BLOCK 30, ORIGINAL TOWN OF ANSON, JONES COUNTY, TEXAS.

FURTHER ORDERED plaintiff has a valid lien on the Property by way of a Texas Home Equity Security Instrument dated September 17, 2002 and filed under Volume 176, Page 297 of the Official Public Records of Jones County, Texas.

FURTHER ORDERED that this Judgment serves as an Order authorizing plaintiff to foreclose its lien created under TEX. CONST. art. XVI, § 50(a)(6) in compliance with the Loan Agreement and TEX. PROP. CODE § 51.002.

FURTHER ORDERED that a copy of this Judgment shall be sent to defendants with the notice of the date, time, and place of the foreclosure sale.

FURTHER ORDERED that plaintiff may communicate with the defendants and all third parties reasonably necessary to conduct the foreclosure sale.

FURTHER ORDERED that if defendants represented by counsel, the notice of foreclosure sale also be mailed to counsel by certified mail.

FURTHER ORDERED that one of the effects of the non-judicial foreclosure shall be that defendants are divested and the purchaser of the Property at the non-judicial foreclosure sale is vested with all right, title and interest to the Property.

FURTHER ORDERED that no personal liability or deficiency for the Loan Agreement debt shall be asserted against the defendants or the putative estate of Decedent.

FURTHER ORDERED that after the non-judicial foreclosure is held, if the property remains occupied after this judgment becomes final and the plaintiff is the purchaser of the Property at the non-judicial foreclosure sale, a writ of possession shall issue against any occupant of the Property in accordance with TEX. R. CIV. P. 310.

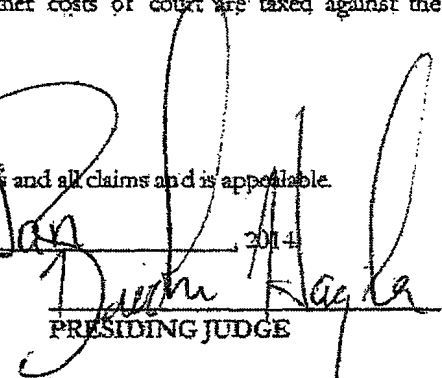
FURTHER ORDERED that as part of the costs of court, and payable by plaintiff, Matt Mercer, the Attorney Ad Litem is granted the sum of \$ 800⁰⁰ and discharged as Ad Litem in this cause.

FURTHER ORDERED that all other costs of court are taxed against the party incurring same.

All relief not expressly granted is denied.

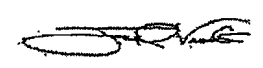
This judgment finally disposes of all parties and all claims and is appealable.

SIGNED this 9 day of Jan, 2014.


PRESIDING JUDGE

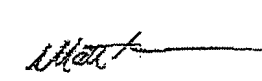
SUBMITTED BY:

AGREED TO BY:



Joseph M. Vacek
State Bar No.: 24039948
15000 Surveyor Blvd., Ste. 100
Addison, Texas 75001
(972) 340-7809
(972) 341-0734 (Facsimile)
josephv@bdfgroup.com

ATTORNEY FOR PLAINTIFF



Matt Mercer
State Bar No.: 24037097
402 Cypress Street, Suite 807
Abilene, Texas 79601
(325) 673-3300
(325) 670-0445 (Facsimile)

ATTORNEY AD LITEM

POSTED NOTICE

DATE 3-10-14 TIME 1:20 p.m.

Rebecca Jennings
JONES COUNTY CLERK, JONES CO., TX.

NOTICE OF FORECLOSURE SALE

1. *Property to Be Sold.* The property to be sold is more fully described as:

Being all of Lots Five (5), and Six (6), Block 208, Johnson Addition to the City of Anson, Jones County, Texas according to the map or plat hereof recorded in Plat Cabinet Slide 35, Plat Records, Jones County, Texas, more commonly known as 1932 Avenue J, Anson, Jones County, Texas 79501.
2. *Instrument to be Foreclosed.* The instrument to be foreclosed is the Deed of Trust recorded in Volume 310, Page 45, Official Public Records of Jones County, Texas.
3. *Date, Time, and Place of Sale.* The sale is scheduled to be held at the following date, time, and place:

Date: April 1, 2014

Time: The sale will begin no earlier than 10:00 a.m. or no later than three hours thereafter. The sale will be completed by no later than 4:00 p.m.

Place: At the south entrance of the Jones County Courthouse in Anson, Jones County, Texas.

The Deed of Trust permits the Beneficiary to postpone, withdraw, or reschedule the sale for another day. In that case, the Trustee or Substitute Trustee under the Deed of Trust need not appear at the date, time, and place of a scheduled sale to announce the postponement, withdrawal, or rescheduling. Notice of the date of any rescheduled foreclosure sale will be reposted and refiled in accordance with the posting and filing requirements of the Texas Property Code. The reposting or refiled may be after the date originally scheduled for this sale.
4. *Terms of Sale.* The sale will be conducted as a public auction to the highest bidder for cash, subject to the provisions of the Deed of Trust permitting the beneficiary thereunder to have the bid credited to the Note up to the amount of the unpaid debt secured by the Deed of Trust at the time of sale.

Those desiring to purchase the property will need to demonstrate their ability to pay their bid immediately in cash if their bid is accepted.

The 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 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. The sale shall not cover any part of the property that has been released of public record from the lien of the Deed of Trust. Prospective bidders are strongly urged to examine the applicable property records to determine the nature and extent of such matters, if any.

Pursuant to the Deed of Trust, the Beneficiary 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. Prospective bidders are advised to conduct an independent investigation of the nature and physical condition of the property.

Pursuant to Section 51.0075 of the Texas Property Code, the Trustee reserves the right to set further reasonable conditions for conducting the sale. Any such further conditions shall be announced before bidding is opened for the first sale of the day held by the Trustee or any Substitute Trustee.

5. *Type of Sale.* The sale is a nonjudicial deed of trust lien foreclosure sale being conducted pursuant to the power of sale granted by the Deed of Trust executed by Fidel Garcia and Johnnie Garcia.

The real property and personal property encumbered by the Deed of Trust will be sold at the sale in accordance with the provisions of the Deed of Trust and as permitted by Section 9.604(a) of the Texas Business and Commerce Code.

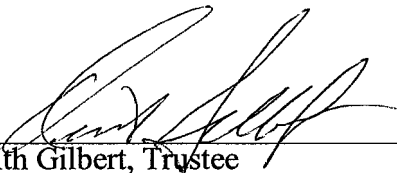
6. *Obligations Secured.* The Deed of Trust provides that it secures the payment of the indebtednesses and obligations therein described (collectively, the "Obligations") including but not limited to (a) the Promissory Note in the original principal amount of \$45,174.45 executed by Fidel R. Garcia and payable to the order of First National Bank of Anson; and (b) all renewals and extensions of the Note to First National Bank of Anson. First National Bank of Anson is the current owner and holder of the Obligations and is the beneficiary under the Deed of Trust.

As of March 4, 2014, there was owed \$45,640.09 on the Note, being principal and interest in the following amounts: \$43,911.67 of principal; \$873.42 of interest; \$105.00 of late charges; and \$750.00 of attorney's fees. The Note is bearing interest at the rate of \$9.93 per day thereafter.

Questions concerning the sale may be directed to the undersigned or to Keith Gilbert at First National Bank of Anson, P.O. Box 672, Anson, Texas 79501 or 325.823.3271.

7. *Default and Request to Act.* Default has occurred under the Deed of Trust, and the Beneficiary has requested me, as Trustee, to conduct this sale. Notice is given that before the sale the Beneficiary may appoint another person Substitute Trustee to conduct the sale.

Dated: March 5, 2014.



Keith Gilbert, Trustee