

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

DEED OF TRUST INFORMATION:

Date: 09/15/2004
Grantor(s): WILLIAM K. CAPPS AND SALLY B. CAPPS, HUSBAND AND WIFE
Original Mortgagee: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., SOLELY AS NOMINEE FOR PRIMELENDING, A PLAINSCAPITAL COMPANY, ITS SUCCESSORS AND ASSIGNS

Original Principal: \$167,373.00
Recording Information: Book 5759 Page 00489 Instrument 2004-0140037
Property County: Collin
Property: BEING LOT 22, BLOCK I OF PORTS O'CALL, PHASE TWO, AN ADDITION TO THE CITY OF PLANO, COLLIN COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 9, PAGE 63, MAP RECORDS, COLLIN COUNTY, TEXAS PARCEL ID NUMBER: R-0376-009-0220-1
Reported Address: 1801 PAPEETE DRIVE, PLANO, TX 75075

MORTGAGE SERVICING INFORMATION:

The Mortgage Servicer, if not the Current Mortgagee, is representing the Current Mortgagee pursuant to a Mortgage Servicing Agreement.

Current Mortgagee: U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Loan Trust 2007-RF1
Mortgage Servicer: Wells Fargo Bank, N. A.
Current Beneficiary: U.S. Bank National Association, as Trustee for Structured Asset Securities Corporation Mortgage Loan Trust 2007-RF1
Mortgage Servicer Address: 3476 Stateview Boulevard, Fort Mill, SC 29715

SALE INFORMATION:

Date of Sale: Tuesday, the 6th day of December, 2016
Time of Sale: 01:00 PM or within three hours thereafter.
Place of Sale: AT THE SOUTHWEST ENTRANCE OF THE JACK HATCHELL COLLIN COUNTY ADMINISTRATION BUILDING LOCATED AT 2300 BLOOMDALE ROAD, MCKINNEY, TEXAS 75071 in Collin County, Texas, or, if the preceding area is no longer the designated area, at the area most recently designated by the Collin County Commissioner's Court.
Substitute Trustee(s): Mitch Jordan, Bob Dickerson, Phillip Pierceall, Craig Muirhead, Clay Golden, Doug Rodgers, Wendy Lambert, Ross Bandy, Travis Kaddatz, Troy Robinett, Terry Waters, Robert Aguilar, Frederick Britton, Kristie Alvarez, Evan Press, Matt Hansen, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, 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 Mitch Jordan, Bob Dickerson, Phillip Pierceall, Craig Muirhead, Clay Golden, Doug Rodgers, Wendy Lambert, Ross Bandy, Travis Kaddatz, Troy Robinett, Terry Waters, Robert Aguilar, Frederick Britton, Kristie Alvarez, Evan Press, Matt Hansen, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, 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. Mitch Jordan, Bob Dickerson, Phillip Pierceall, Craig Muirhead, Clay Golden, Doug Rodgers, Wendy Lambert, Ross Bandy, Travis Kaddatz, Troy Robinett, Terry Waters, Robert Aguilar, Frederick Britton, Kristie Alvarez, Evan Press, Matt Hansen, Cristina Camarata, Sammy Hooda, Michael Burns, Alexander Wolfe, Suzanne Suarez or Adam Womack, 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,

Buckley Madole, P.C.

Shelly Otolani
9970-N-6755 NT-2146954163-FC

STACEY KEMP
COLLIN COUNTY CLERK
2016 OCT 24 AM 11:07

FILED