

Vylla Solutions, 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
TS#: 24-31835

#10

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on 4/27/2020, Joshua M. Hernandez and Maria Elena Hernandez, husband and wife, as Grantor/Borrower, executed and delivered that certain Deed of Trust, in favor of Michael Burns, Attorney at Law, as Trustee, Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Ark-La-Tex Financial Services, LLC dba Benchmark Mortgage, as Beneficiary which deed of trust secures the payment of that certain promissory note of even date therewith in the original amount of \$147,283.00, payable to the order of Mortgage Electronic Registration Systems, Inc., as beneficiary, as nominee for Ark-La-Tex Financial Services, LLC dba Benchmark Mortgage, which Deed of Trust is Recorded on 4/28/2020 as Volume 2020-02773, Book, Page, in Gaines 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;

The Surface Estate Only of the East 20 feet of Lot 11 and all of Lot 12 and the West 15 feet of Lot 13, in Block 37 of the North Seminole Addition to the Town of Seminole, Gaines County, Texas; Save and Except all oil, gas and other minerals.

Commonly known as: **403 NW AVENUE J SEMINOLE, TX 79360**

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 **Donna Trout, Shelley Nail, Zane Nail, Zia Nail, Zoey Fernandez, Dustin George** 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 S. 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 **1/7/2025 at 1:00 PM**, or no later than three (3) hours after such time, in Gaines 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: **IN THE AREA BOUNDED BY THE WEST BY THE WEST EDGE OF THE WEST PORCH OF THE COURTHOUSE AND ON THE EAST BY THE MIDDLE LANDING OF THE INSIDE STAIRS LEADING INTO THE COURTHOUSE FROM THE WEST DOOR OR AS DESIGNATED BY THE COUNTY COMMISSIONERS**

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.



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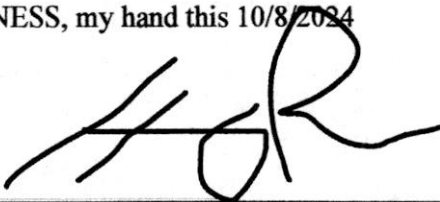
If the Trustee is unable to convey title for any reason, the successful bidder's sole and exclusive remedy shall be the return of monies paid to the Trustee, and the successful bidder shall have no further recourse.

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.

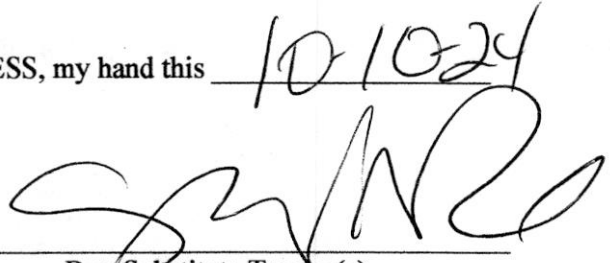
THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

WITNESS, my hand this 10/8/2024



By: Hung Pham, Trustee Sale Specialist
Vylla Solutions, LLC as
authorized agent for Mortgagee or Mortgage
Servicer
1600 South Douglass Road, Suite 140
Anaheim, CA 92806

WITNESS, my hand this 10/10/24



By: Substitute Trustee(s)
Donna Trout, Shelley Nail, Zane Nail, Zia Nail,
Zoey Fernandez
C/O Vylla Solutions, LLC
1600 South Douglass Road, Suite 140
Anaheim, CA 92806

FILED
10/10/2024 1:55 P. m
Terri Berry, County Clerk
Gaines County, Texas
BY Miss Redinger
Deputy