

THIS INSTRUMENT PREPARED BY:
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NOTICE OF SUBSTITUTE TRUSTEE'S SALE

The undersigned Substitute Trustee provides the following notice of a foreclosure sale:

Loan number: xxx507 **Borrower's name:** Dustin Mark Brezovar

Date of the Promissory Note and Deed of Trust (or date signed): May 23, 2016

Name of the maker of the Promissory Note and Grantor of the Deed of Trust:

Dustin Mark Brezovar

Name and address of the original beneficiary under the Deed of Trust:

Mortgage Electronic Registration System, Inc. as Nominee for
Standard Mortgage Corporation
701 Poydras Street
Suite 300 Plaza
New Orleans, LA 70139

Name and address of the original Trustee under the Deed of Trust:

Jack B. Kitchen
701 Poydras Street
Suite 300 Plaza
New Orleans, LA 70139

Recording information of the Deed of Trust

Instrument No. 2016031100 in the Official Public Records of Galveston County, Texas

Name and address of the current beneficiary under the Deed of Trust:

Standard Mortgage Corporation
701 Poydras Street
Suite 300 Plaza
New Orleans, LA 70139

Dustin Mark Brezovar
105334-1

Amount of the original Promissory Note: \$135,200.00

Property legal description and county:

Lot Twenty-six (26), in Block Five (5), of Edgewater Park, Section One (1), a subdivision in Galveston County, Texas, according to the map or plat thereof recorded under Plat Record 2006A, Map Number 166 of the Map Records of Galveston County, Texas.

Street Address: 219 Sea Breeze Drive, Bacliff, Texas 77518

Date of the foreclosure sale: February 4, 2020

The earliest time that the sale will begin is: 11:00 a.m.

Foreclosure Sale May Begin within three hours of said time, no later.

Place of the foreclosure sale: At the Galveston County Courthouse at the designated area or location which has been designated by the Commissioners' Court where non-judicial foreclosure sales are to take place or where foreclosure sales are customarily held in Galveston County, Texas.

Terms of the sale, Disclaimers and Limitations: The Substitute Trustee will sell the above described property by public auction. The property will be sold at the sale to the highest bidder for cash or if the lender is the successful bidder, the lender will credit the amount of the bid to reduce the moneys owed on the Promissory Note. Persons who desire to purchase the property must PURCHASE THE PROPERTY WITH A CASHIER'S CHECK OR CERTIFIED FUNDS WITHIN 30 MINUTES FROM THE TIME THAT THEIR BID IS ACCEPTED. THE CHECK MUST BE MADE IN THE EXACT AMOUNT OF THE PURCHASE PRICE; THE SUBSTITUTE TRUSTEE SHALL NOT BE RESPONSIBLE FOR ISSUING REFUNDS OVER THE AMOUNT OF THE PURCHASE PRICE. IF THE HIGHEST BIDDER DOES NOT TENDER A CASHIER'S CHECK OR CERTIFIED FUNDS TO THE SUBSTITUTE TRUSTEE WITHIN SAID TIME DEADLINE, THEN THE BIDDING SHALL IMMEDIATELY BE RE-OPENED AND THE PROPERTY WILL BE SOLD TO THE NEXT HIGHEST BIDDER. ALL BIDS MUST BE FOR THE OUTSTANDING LOAN BALANCE OR HIGHER. The sale will take place at the location and time stated above. The sale will begin at the earliest time stated above or within three (3) hours after that time.

THE SALE IS SUBJECT TO ANY PRIOR LIENS, INCLUDING BUT NOT LIMITED TO: INTERNAL REVENUE SERVICE TAX LIENS AS WELL AS ANY FEDERAL ABSTRACT OF JUDGMENTS AND/OR CITY, COUNTY AND/OR STATE PROPERTY TAX LIENS, IF ANY; THE GRANTEE/PURCHASER TAKES THE PROPERTY SUBJECT TO SAID LIENS, IF ANY. GRANTOR/SELLER DOES NOT WARRANT OR GUARANTY THAT NOTICE TO THE INTERNAL REVENUE SERVICE OR ANY OTHER PERSON OR ENTITY WAS TIMELY GIVEN AND THE GRANTEE/PURCHASER SHALL TAKE THE PROPERTY SUBJECT TO ANY TAX LIEN, CLAIM OR ENCUMBERANCE IF SAID NOTICE HAS NOT BEEN TIMELY MADE. THE SALE IS ALSO SUBJECT TO ANY PENDING LITIGATION OR BANKRUPTCY ACTIONS WHICH MAY BE FILED ON OR BEFORE THE SALE DATE. GRANTOR/SELLER RESERVES THE RIGHT, BUT IS NOT OBLIGATED, TO CANCEL AND RESCIND THE SALE IN THE EVENT OF A BANKRUPTCY PROCEEDING, BANKRUPTCY STAYS, CLAIMS, TAX OR OTHER LIENS, OR ENCUMBRANCE WHICH MAY REQUIRE PRIOR NOTICE OF THE FORECLOSURE SALE, LITIGATION, OR OTHER MATTERS WHICH MAY PREVENT GRANTOR/SELLER FROM TRANSFERRING GOOD TITLE AT

Dustin Mark Brezovar
105334-1

THE FORECLOSURE SALE. THE SALE MAY ALSO BE VOIDED AND RESCINDED, AT THE SELLER/GRANTOR'S OPTION, IN THE EVENT THAT THE LENDER/SELLER/GRANTOR, TRUSTEE OR SUBSTITUTE TRUSTEE MAKES A MISTAKE IN THE FORECLOSURE PROCESS, BIDDING PROCESS OR SELLS THE PROPERTY FOR AN INCORRECT SALES PRICE OR A SALES PRICE THAT IS LESS THAN THE AMOUNT OWED ON THE PROPERTY TO THE SELLER/GRANTOR BY THE BORROWER(S). THE SALE MAY ALSO BE VOIDED AND RESCINDED, AT THE SELLER/GRANTOR'S OPTION, IN THE EVENT THAT THE BORROWER REINSTATES THE LOAN AT OR PRIOR TO THE SALE AND THE SUBSTITUTE TRUSTEE WAS UNAWARE OF SAID REINSTATEMENT. IN SAID EVENT THE SUBSTITUTE TRUSTEE SHALL REFUND THE MONEYS PAID BY THE BUYER, THE SALE SHALL BE CANCELLED AND THE SELLER/GRANTOR SHALL HAVE NO LIABILITY TO THE BUYER FOR THE CANCELLED OR RESCINDED SALE. BE ADVISED THAT THE PURCHASER/GRANTEE SHOULD TENDER THE EXACT PURCHASE PRICE IN THE FORM OF A CASHIER'S CHECK TO THE TRUSTEE OR SUBSTITUTE TRUSTEE AT THE TIME OF THE PURCHASE. THE CASHERS CHECK MUST BE MADE PAYABLE TO THE HOLDER OF THE NOTE IN THE EVENT THAT A PURCHASER/GRANTEE TENDERS MONEYS TO THE GRANTOR/SELLER WHICH EXCEEDS THE PURCHASE OR SALE PRICE, THE GRANTOR/SELLER SHALL REFUND THE SURPLUS AMOUNT ON ITS OWN TIME; GRANTOR/SELLER SHALL NOT BE LIABLE FOR INTEREST, ANY CLAIMS SUCH AS LOSS OF USE OR CONSEQUENTIAL DAMAGES FOR ANY DELAYS IN REFUNDING SAID SURPLUS AMOUNTS. THE PURCHASER/GRANTEE IS ADVISED THAT IT MAY TAKE 60 TO 90 DAYS TO RECEIVE THE SURPLUS OR REFUND AND THE PURCHASER/GRANTEE SHALL BE LIABLE FOR ANY COSTS, FEES OR EXPENSES WHICH MAY BE INCURRED AS A RESULT OF THE SURPLUS OR REFUND INCLUDING BUT NOT LIMITED TO FEDERAL EXPRESS OR OTHER DELIVERY FEES.

Other Limitations on Warranty: The Substitute Trustee makes no warranty, express or implied, concerning the property's condition, need of repair, existence or absence of any defects, fire or other property/hazard damage, visible, hidden, latent or otherwise. The Substitute Trustee hereby disclaims any and all warranties, express or implied concerning the property's workmanship, there are no implied warranties of any kind, including but not limited to warranties of merchantability or fitness for a particular purpose. The property will be transferred to the Grantee "as is", "where is" and "with all faults." The sale is subject to any and all claims, defenses and cause of actions that Paul B. Daley and Behai M. Daley, the borrower(s), may have, if any. In the event of an action, lawsuit, bankruptcy filed prior to the sale date, court order or other legally binding document, this deed may be set aside and the Grantee's money refunded, less any actual attorney's fees, costs of court and other reasonable expenses. In the event this deed is cancelled or rescinded the only damages available to the Grantee shall be the refund of the money paid to the Grantor by the Grantee, no other damages, express or implied shall be owed by the Grantor. Grantor makes no representations or warranties concerning the priority of any lien, Grantee takes the property subject to any and all prior liens, if any, which may be attached to the property. Grantor expressly disclaims any consequential damages to Grantee.

Reservations: The sale is expressly subject to any title matters that may be referred to in the Deed of Trust. The sale and title to the property is subject to any and all prior matters of record that may affect the property. Any prospective bidders should examine the property records to determine what other liens, encumbrances or reservations exist, if any, on the property.

Dated: 1-10-20

Date of Posting: 1-13-20

Susan Mills

JIM MILLS, SUSAN MILLS, EMILY NORTHERN, ED
HENDERSON, ANGELITA O'CONNER OR SCOT P.
GOLDSHOLL
Substitute Trustee
P.O. Box 9932
Austin, Texas 78766
Telephone No. (512) 340-0331

FILED

Instrument Number: *FILED2020000110*

Filing Fee: 23.00

Number Of Pages:5

Filing Date: 01/13/2020 3:19PM

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Galveston County, Texas.



Dwight D. Sullivan

Dwight D. Sullivan, County Clerk
Galveston County, Texas

DO NOT DESTROY - *Warning, this document is part of the Official Public Record.*