

POSTED
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SEP 04 2014

GWINDA JONES, COUNTY CLERK
ERATH COUNTY, TEXAS
BY LES DEPUTY

[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#: 14-13209
Loan #: 4000038632

NOTICE OF SUBSTITUTE TRUSTEE'S SALE

WHEREAS, on 5/15/2008, **WINSTON LUKE BARNES AND STEPHANIE MARIE BARNES, HUSBAND AND WIFE AND NATHAN EARL BARNES AND BEVERLY SUE BARNES**, as Grantor/Borrower, executed and delivered that certain Deed of Trust, in favor of Peter F. Makowiecki, as Trustee, Mortgage Electronic Registration Systems, Inc., as Nominee for First Horizon Home Loans, as Beneficiary which deed of trust secures the payment of that certain promissory note of even date therewith in the original amount of \$68,955.00, payable to the order of Mortgage Electronic Registration Systems, Inc., as Nominee for First Horizon Home Loans, which Deed of Trust is Recorded on 8/20/2008 as Volume 83740, Book 1383, Page 241, in Erath 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;

Lot "G" in Block 73, City of Stephenville, Erath County, Texas, according to the King's Map of said City, adoption thereof recorded in Volume 381, Page 105, Deed Records, Erath County, Texas.

Commonly known as: 975 MESQUITE ST, STEPHENVILLE, TX 76401

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 **Angela Lewis, Tim Lewis or Brenda Wiggs or Denise Boerner or Donna 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 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, 10/7/2014 at 10:00 AM**, or no **later than three (3) hours after such time**, being the first Tuesday of such month, of **Erath 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 outside South steps 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 8/25/2014



By: Substitute Trustee(s)
Angela Lewis, Tim Lewis or Brenda Wiggs or Denise Boerner or Donna 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.