

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: August 01, 2017

Time: The sale will begin at 10:00AM or not later than three hours after that time.

Place: THE NORTH DOOR OF THE DUVAL COUNTY COURTHOUSE OR AS DESIGNATED BY THE COUNTY COMMISSIONERS or as designated by the county commissioners.

2. Terms of Sale. Cash.

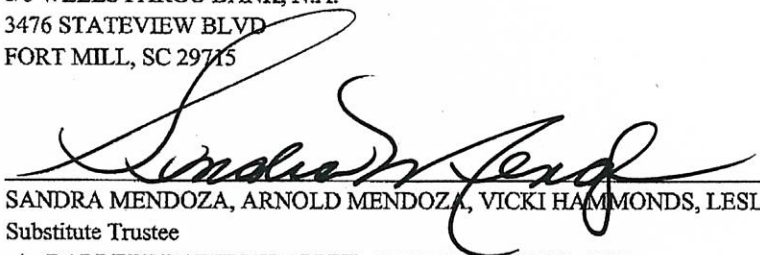
3. Instrument to be Foreclosed. The Instrument to be foreclosed is the Deed of Trust or Contract Lien dated March 10, 2005 and recorded in Document VOLUME 399, PAGE 480 real property records of DUVAL County, Texas, with TRIUNFO TORRES AND MARIA TORRES AND GLORIA FLORES, grantor(s) and WELLS FARGO FINANCIAL TEXAS, INC., mortgagee.

4. Obligations Secured. Deed of Trust or Contract Lien executed by TRIUNFO TORRES AND MARIA TORRES AND GLORIA FLORES, securing the payment of the indebtednesses in the original principal amount of \$73,903.52, and obligations therein described including but not limited to the promissory note and all modifications, renewals and extensions of the promissory note. WELLS FARGO FINANCIAL TEXAS, INC. 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 in the attached Exhibit A.

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. WELLS FARGO BANK, N.A., as Mortgage Servicer, is representing the current mortgagee, whose address is:

c/o WELLS FARGO BANK, N.A.
3476 STATEVIEW BLVD
FORT MILL, SC 29715



SANDRA MENDOZA, ARNOLD MENDOZA, VICKI HAMMONDS, LESLYE EVANS, OR WILLIAM D. LAREW
Substitute Trustee

c/o BARRETT DAFFIN FRAPPIER TURNER & ENGEL, LLP
4004 Belt Line Road, Suite 100
Addison, Texas 75001

FILED FOR RECORD
AT 10:03 o'clock A M

JUL 10 2017

By  CLERK OF DISTRICT COURT, DUVAL COUNTY, TEXAS
DEPUTY



515 DEPOT
BENAVIDES, TX 78341

00000005371703
Date of Sale: 08/01/2017

Certificate of Posting

My name is _____, and my address is c/o 4004 Belt Line Road, Suite 100, Addison, Texas. I declare under penalty of perjury that on _____ I filed at the office of the DUVAL County Clerk and caused to be posted at the DUVAL County courthouse this notice of sale.

Declarants Name: _____
Date: _____

EXHIBIT "A"

LOT 8, 9 AND 10, BLOCK 1, TOBIN ADDITION TO THE TOWN OF BENAVIDES, DUVAL COUNTY, TEXAS, AS SET OUT IN THE MAP OR PLAT THEREOF OF RECORD IN VOLUME 6-A, PAGE 49, MAP RECORDS, DUVAL COUNTY, TEXAS AND NOW FILED IN ENVELOPE 62, SLIDE 1, MAP RECORDS, DUVAL COUNTY, TEXAS.

Filed: 4/3/2017 12:17:20 PM
Richard Burton,
District Clerk
Duval County, Texas
Zandra Sandoja

CAUSE NO. DC-15-280

WELLS FARGO FINANCIAL TEXAS,
INC.

Plaintiff,

IN THE DISTRICT COURT

OF DUVAL COUNTY, TEXAS

GLORIA FLORES; GUADALUPE
ROBERTO TORRES; TRIUNFO
TORRES, JR.; LUIS A. GONZALES;
LOURDES GARZA; THOMAS
TORRES; THELMA GARZA; AND
THE UNKNOWN HEIRS AT LAW OF
MARIA INEZ TORRES AND
TRIUNFO R. TORRES, SR.,
DECEASED,

Defendants.

FILED AT 10:35 O'CLOCK A.M.

MAY 24 2017

In Re: 515 DEPOT,
BENAVIDES, TEXAS 78341

D. SANTOS, CLERK
DISTRICT CLERK, DUVAL COUNTY, TEXAS
BY *[Signature]* DEPUTY

229TH JUDICIAL DISTRICT

FINAL JUDGMENT

On this day came on to be heard the Motion for Default Judgment and Motion to Discharge Attorney Ad Litem filed herein by Wells Fargo Financial Texas, Inc., its successors in interest or assigns. After considering the motion, pleadings and other documents on file the court finds as follows:

1. Citation was properly served on Defendants Gloria Flores, Guadalupe Roberto Torres, Triunfo Torres, Jr., Lourdes Garza, Thomas Torres, Thelma Garza, and Leonor De Los Santos according to law and remained on file with the Clerk of this Court for the time prescribed by law.
2. Defendants Gloria Flores, Guadalupe Roberto Torres, Triunfo Torres, Jr., Lourdes Garza, Thomas Torres, Thelma Garza, and Leonor De Los Santos have not filed an answer or any pleading constituting an answer and has not entered an appearance in this lawsuit.
3. None of the defendants who were personally served are in active military service.

Final Judgment
BOOK NO. 54072B / TORRES

4. This suit concerns the real property and improvements commonly known as 515 Depot, Benavides, Texas 78341 ("Property") and legally described as:

LOT 8, 9 AND 10, BLOCK 1, TOBIN ADDITION TO THE TOWN OF BENAVIDES, DUVAL COUNTY, TEXAS, AS SET OUT IN THE MAP OR PLAT THEREOF OF RECORD IN VOLUME 6-A, PAGE 49, MAP RECORDS, DUVAL COUNTY, TEXAS AND NOW FILED IN ENVELOPE 62, SLIDE 1, MAP RECORDS, DUVAL COUNTY, TEXAS.

5. On or about March 10, 2005 Triunfo P. Torres, Sr. executed a Texas Home Equity Note and a Texas Home Equity Security Instrument encumbering the Property, which was recorded in the Real Property Records of Duval County, Texas, with Decedent Maria Inez Torres signing to perfect the lien only. Payments have not been made on the loan held by Plaintiff in accordance with the loan agreement and the loan is currently due for the February 2015 payment. No probate was opened for the estate of Triunfo P. Torres, Sr. and the time to open an estate has passed. No probate was opened for the estate of Maria Inez Torres either.

6. At the time of their death, all interest in the estate of Decedent passed to the heirs of the Decedents.

7. Plaintiff's petition was filed on October 2, 2015 seeking to enforce and foreclose its lien interest in the Property.

8. The Court has read the pleadings and evidence on file and is of the opinion that Judgment should be granted. Therefore, the Court GRANTS Plaintiff's Motion for Default Judgment and Motion to Discharge Attorney Ad Litem.

IT IS THEREFORE ORDERED that Plaintiff has a valid lien on the Property by way of a Texas Home Equity Security Instrument dated March 10, 2005 and filed in Volume 399, Pages 480-484 of the Official Public Records of Duval County, Texas.

IT IS FURTHER ORDERED This Final Judgment serves as an Order authorizing Plaintiff to foreclose its lien created under TEX. CONST. ART. XVI §50(a)(6) in compliance with Tex. Prop. Code §51.002.

IT IS FURTHER ORDERED that Plaintiff may communicate with the Defendant(s) and all third parties reasonably necessary to conduct the foreclosure sale.

IT IS FURTHER ORDERED that if Defendant(s) are represented by counsel, the notice of foreclosure sale shall also be mailed to counsel by certified mail.

IT IS FURTHER ORDERED that one of the effects of the non-judicial foreclosure shall be that Defendant(s) 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.

IT IS FURTHER ORDERED that no personal liability or deficiency for the Loan Agreement debt shall be asserted against the Defendant(s) or any person claiming an interest under Defendant(s).

IT IS 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. Proc. §310.

IT IS FURTHER ORDERED that as part of the costs of court, and payable by Plaintiff, the Attorney Ad Litem is hereby granted the sum of \$ 250.00. All other costs of court are taxed against the party incurring same.

This Final Judgment shall also serve as a Statement of the Evidence as required by Tex. R. Civ. Proc. §244.

All relief not expressly granted is denied.

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

SIGNED this 24 day of May, 2017.

Ara Lucia Banya
PRESIDING JUDGE