

**NOTICE OF ACCELERATION AND NOTICE OF 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.

**DEED OF TRUST INFORMATION:**

Date: January 26, 2007

Grantor(s): Cecily D. Rabalais

Original Mortgagee: Rural Housing Service, United States Department of Agriculture

Original Principal: \$55,952.00

Recording Information: Book 1559, Page 88

Property County: Hunt

Property: ALL that certain lot, tract or parcel of land situated in the G.W. Cooper Survey, Abstract No. 211, Hunt County, Texas, being part of Block 57 In the city of Commerce, Texas, and being part of a tract of land described in a Deed from Ben D. Bickham to Dale McMahan recorded in Volume 293, Page 574, Real Property Records of said County, said 0.28 acre tract being described by metes and bounds as follows:  
Beginning at a 1/2 Inch Iron rod set at the intersection of the north right of way line of Maple Street and the east right of way line of Hickory Street, said point also being the southwest corner of said Bickham to McMahan tract;  
THENCE NORTH 01 Degree 13 Minutes 13 Seconds East for a distance of 109.87 feet to a 1/2 Inch Iron rod set;  
THENCE NORTH 90 Degrees 00 Minutes 00 Seconds East for a distance of 110.29 feet to a 1/2 Inch Iron rod found;  
THENCE SOUTH 02 Degree 16 Minutes 20 Seconds West for a distance of 109.93 feet to a 1/2 inch iron rod set on the north right of way line of Maple Street;  
THENCE NORTH 90 Degrees 00 Minutes 00 Seconds West for a distance of 108.27 feet along said right of way line to the POINT OF BEGINNING.

Property Address: 806 Maple Street  
Commerce, TX 75428

**MORTGAGE SERVICING INFORMATION:**

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

Current Mortgagee: USDA Rural Development  
Mortgage Servicer: USDA Rural Development  
Mortgage Servicer: 4300 Goodfellow Blvd  
Address: Bldg. 105F, FC 215  
St. Louis, MO 63120

DEPUTY  
19 AUG - 1 PM 1:33  
FILE FOR RECORD  
HUNT COUNTY, TX

**SALE INFORMATION:**

Date of Sale: **September 3, 2019**  
Time of Sale: **1:00 pm or within three hours thereafter.**  
Place of Sale: **The common area at the base of the central stairway on the 2nd floor inside the Courthouse, or the base of the north steps outside the Courthouse, in the event the Courthouse is closed or, if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court.**  
Substitute Trustee: **Randy Daniel, Cindy Daniel, Liz Hach, Cheryl Harris or Alexander Wolfe, any to act**  
Substitute Trustee Address: **5501 East LBJ Frwy, Ste. 925**  
Trustee Address: **Dallas, TX 75240**

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 are declared immediately due and payable.

WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Randy Daniel, Cindy Daniel, Liz Hach, Cheryl Harris or Alexander Wolfe, any to act, have been appointed as Substitute Trustees and authorized by the Mortgage Servicer to enforce the power of sale granted in the Deed of Trust; 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 is hereby accelerated, and all sums secured by the Deed of Trust are declared to be immediately due and payable.
2. Randy Daniel, Cindy Daniel, Liz Hach, Cheryl Harris or Alexander Wolfe, 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 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 imposed by the Deed of Trust.
4. No warranties, express or implied, including but not limited to the implied warranties of merchantability and fitness for the 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 sold "AS-IS", purchaser's 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 interest 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.
5. If the sale is set aside for any reason, the Purchaser at the sale shall be entitled only to a return of the funds paid. The Purchaser shall have no further recourse against the Mortgagor, the Mortgagee, the Mortgagee's Attorney, or the duly appointed Substitute Trustee.

Padgett Law Group  
6267 Old Water Oak Road  
Suite 203  
Tallahassee, FL 33213  
(850) 422-2520