## 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:

March 29, 2007

Grantor(s):

Sandra S. Willey

Original

United States of America acting through the Rural Housing Service or successor

Mortgagee:

agency, United States Department of Agriculture

**Original Principal:** 

\$69,891.84

Recording Information: Volume 1582, Page 455

Property County:

Hunt

Property:

Being all that certain lot, track or parcel of land situated in Hunt County, Texas, being part of the Charles P. Connally Survey, Abstract No. 164, being the called 2.8 acres described in the deed from Martha Wright Stewart, et vir, to Roy Don Rubarts recorded in the Deed Records of Hunt County in Volume 924 at page 567 and being more particularly described as follows: BEGINING at a 3/8 inch iron rod found at the southeast corner of said 2.8 acre tract, said corner being in the north right-of-way line of Farm-to-Market Road No. 1566; THENCE N. 89 deg. 37 min. 26 sec. W. with said north right-of-way line 157.90 feet to a concrete highway marker found at the beginning of a curve to the right in said right-of-way line; THENCE 15.56 feet in a westerly direction with said curve having a radius of 522.96 feet, a central angle of 01 deg. 42 min. 17 sec. W. and a chord bearing N. 86 deg. 27 min. 57 sec. W. 15.56 feet to a ½ inch iron rod set at the southwest corner of said 2.8 acre tract, for a corner; THENCE N. 03 deg. 31 min. 51 sec. E. with the west line of said 2.8 acre tract 427.43 feet to a 3/8 inch iron rod found at a fence; THENCE N. 03 deg. 39 min. 30 sec. E. along a fence 296.78 feet to a 3/8 inch iron rod found at a fence corner at the north west corner of said 2.8 acre tract, for a corner; THENCE S. 89 deg. 59 min. 28 sec. E. along a fence 166.34 feet to a 3/8 inch iron rod found at a fence corner at the northeast corner of said 2.8 acre tract, for a corner; THENCE S. 03 deg. 00 min. 55 sec. W. along a fence 725.77 feet to return to the Place of Beginning and containing 2.828 acres of land.

Property Address:

2190 FM 1566

Celeste, TX 75423

## MORTGAGE SERVICING INFORMATION:

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

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

Mortgage Servicer: USDA Rural Development

Mortgage Servicer 4300 Goodfellow Blvd

Address:

Bldg. 105F, FC 215 St. Louis, MO 63120

## SALE INFORMATION:

Date of Sale:

April 7, 2020

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

Randy Daniel, Cindy Daniel, Liz Hach, Cheryl Harris or Cole Emert, any to act

Trustee:

Substitute

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 Cole Emert, 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 Cole Emert, 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

PLG File Number: 20-001672-1

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



