

FILED
NICOLE TANNER, COUNTY CLERK
HILL COUNTY, TEXAS

NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE

2022 MAY 17 PM 2:44

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: February 24, 2012

Grantor(s): Christopher S. Deal, married and Kandice R. Deal, married

Original Mortgagee: GREEN TREE SERVICING LLC

Original Principal: \$67,000.00

Recording Information: Book 1705, Page 699

Property County: Hill

Property: Being 2.00 acres of land out of the A. Jacobs survey, situated in Hill county, Texas and being a part of a 51.5 acre tract of land conveyed to Alton Markwardt and wife, Dorothy Markwardt as recorded in Volume 380, Page 248 of the deed records of Hill county, Texas and being more particularly described by metes and bounds as follows:

COMMENCING at a point in the center of Hill County Road no. 3106 for the southwest corner of the aforementioned Markwardt 51.5 acre tract, thence, along the center of Hill county Road No. 3106, same being the southwesterly line of said Markwardt 51.5 acre tract, North 36 deg. 00' 00" west, 110.00 feet to a point for the south corner and POINT OF BEGINNING of this 2.00 acre tract of land;

Thence, continuing along the center of said county road, North 36 deg. 00' 00" West, for a distance of 255.00 feet to a point for the west corner of this 2.00 acre tract of land;

Thence, entering into said Markwardt 51.5 acre tract, with the northwesterly line of this 2.00 acre tract of land, North 60 deg. 00' 00" East, at 30.17 feet passing a 1/2 inch steel pin set for witness, in all, for a total distance of 343.53 feet to a 1/2 inch steel pin for the north corner of this 2.00 acre tract of land;

Thence, with the northeasterly line of this 2.00 acre tract of land, south 36 deg. 00' 00" east, for a distance of 255.00 feet to a 1/2 inch steel pin for the east corner of this 2.00 acre tract of land;

Thence, with the southwesterly line of this 2.00 acre tract of land, south 60 deg. 00' 00" West, at 313.36 feet to a 1/2 inch steel pin set for witness, in all, for a total distance of 343.53 feet to the Point of Beginning.

Thirty (30) foot wide access easement

COMMENCING at a point in the center of Hill County Road No. 3106 for the southwest corner of a 51.5 acre tract of land conveyed to Alton Markwardt et ux as recorded in Volume 380, Page 248 of the Deed Records of Hill County, Texas, thence, along the center of said county road, North 36 deg. 00' 00" West, 135.10 feet to the POINT OF BEGINNING OF THIS CENTERLINE DESCRIPTION OF THIS THIRTY (30) FOOT WIDE ACCESS EASEMENT;

Thence, with centerline, North 60 deg. 00' 00" East, for a distance of 343.53 feet to the point of terminus from which a 1/2 inch steel pin found for the east corner of the above two acre tract bears South 36 deg. 00' 00" East, 25.10 feet.

Property Address: 1896 HCR 3106
Hillsboro, TX 76645

MORTGAGE SERVICING INFORMATION:

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

Current Mortgagee: U.S. Bank National Association, not in its individual capacity but solely as Trustee of NRZ Inventory Trust
Mortgage Servicer: Shellpoint Mortgage Servicing
Mortgage Servicer: 55 Beattie Place, Suite 100 MS 561
Address: Greenville, SC 29601

SALE INFORMATION:

Date of Sale: June 7, 2022
Time of Sale: 11:00 AM or within three hours thereafter.
Place of Sale: The east door of the Hill County Courthouse, or if the preceding area is no longer the designated area, at the area most recently designated by the County Commissioner's Court 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: Donna Stockman, Brenda Wiggs, Guy Wiggs, David Stockman, Michelle Schwartz, Kathy Arrington, Janet Pinder, or Michael J. Burns, Vrutti Patel, or Jonathan Smith, any to act
Substitute Trustee Address: 5501 LBJ Freeway, Suite 925
Dallas, TX 75240
TXAttorney@PadgettLawGroup.com

APPOINTMENT OF SUBSTITUTE TRUSTEE:

THIS INSTRUMENT APPOINTS THE SUBSTITUTE TRUSTEE(S) IDENTIFIED TO SELL THE PROPERTY DESCRIBED IN THE SECURITY INSTRUMENT IDENTIFIED IN THIS NOTICE OF SALE THE PERSON SIGNING THIS NOTICE IS THE ATTORNEY OR AUTHORIZED AGENT OF THE MORTGAGEE OR MORTGAGE SERVICER.

The undersigned is the attorney for the mortgagee and/or mortgage servicer, and in such capacity does hereby remove the original trustee and all successor substitute trustees under the above-described Deed of Trust and appoints in their place Donna Stockman, Brenda Wiggs, Guy Wiggs, David Stockman, Michelle Schwartz, Kathy Arrington, Janet Pinder, or Michael J. Burns, Vrutti Patel, or Jonathan Smith, any to act, whose address is c/o Padgett Law Group, 5501 LBJ Freeway, Suite 925, Dallas, TX 75240 as Substitute Trustee, who shall hereafter exercise all powers and duties to set aside the said original trustee under said Deed of Trust, and further does hereby request, authorize, and instruct said Substitute Trustees to conduct and direct the execution of remedies set aside to the beneficiary therein.

WHEREAS, the above-named Grantor(s) previously conveyed the above described property in trust to secure payment of the Note set forth in the above-described Deed of Trust; and

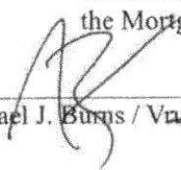
WHEREAS, a default under the Note and Deed of Trust was declared, such default was reported to not have been cured, and all sums secured by such Deed of Trust are declared immediately due and payable.

WHEREAS, the original Trustee and any previously appointed Substitute Trustee under said Deed of Trust has been hereby removed and the herein described Substitute Trustees, 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. The herein appointed Substitute Trustees, 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.



Michael J. Burns / Vrutti Patel / Jonathan Smith

CERTIFICATE OF POSTING

My name is Donna Stockman, and my address is c/o Padgett Law Group, 5501 LBJ Freeway, Suite 925, Dallas, TX 75240. I declare under penalty of perjury that on MAY 16 2022, I filed at the office of the Hill County Clerk to be posted at the Hill County courthouse this notice of sale.

Donna Stockman

Declarant's Name: Donna Stockman

Date: MAY 16 2022

Padgett Law Group
5501 LBJ Freeway, Suite 925
Dallas, TX 75240
TXAttorney@PadgettLawGroup.com
(850) 422-2520

WITNESS MY HAND this 16 day of May, 2022

Donna Stockner