

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 21, 1987

Grantor(s): SUSAN M. KIRKLAND

Original Mortgagee: United States of America, acting through the Farmers Home Administration, United States Department of Agriculture

Original Principal: \$36,750.00

Recording Information: Book 791, Page 656

Property County: Cass

Property: All that certain 0.2175-acre tract of land situated in the City of Queen City, James Clements Survey, A-198, in Cass County, Texas, and being part of Block 36 in the Townsite of Queen City as per Plat of same recorded in Volume 1, Page 24 of the Plat Records of Cass County, Texas, said 0.2175 acre tract of land being more particularly described as follows:
BEGINNING at a 5/8" Iron Rod set in the intersection of the North line of Lanark Street and the West line of Third Street for the Southeast corner of the said Block 36, same being the Southeast corner of this tract;
THENCE N 80 deg. 30` W with the North line of said Lanark Street 120.00` to a 5/8" Iron Rod set for the Southwest corner of this tract;
THENCE N 09 deg. 41` E 79.03` to a 5/8" Iron Rod set in existing fence line for the Northwest corner of this tract;
THENCE S 80 deg. 25` 27" E with said fence 120.00` to a 5/8" Iron Rod set in the West line of said Third Street for the Northeast corner of this tract;
THENCE S 09 deg. 41` W with said West line 78.87` to the point of beginning, containing 0.2175 acre of land, more or less.

Property Address: 203 East Walker Lane
Queen City, TX 75572

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. 105E, FC 215
St. Louis, MO 63120

CASS COUNTY CLERK
AMY L. VARNELL

2019 SEP 26 AM 11:11

FILED FOR RECORD

SALE INFORMATION:

Date of Sale: **November 5, 2019**
Time of Sale: **10:00 am or within three hours thereafter.**
Place of Sale: **The north entrance of the north building of the Cass County Law Enforcement and Justice Center facility located at 604 Highway 8 North, Linden, TX 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: **Robert LaMont, Harriett Fletcher, Ronnie Hubbard, Sheryl LaMont, Allan Johnston 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.

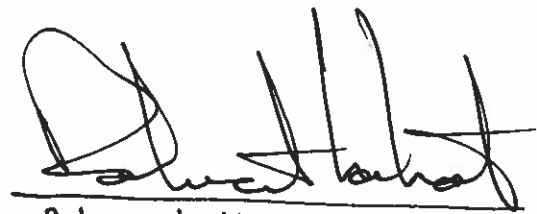
WHEREAS, the original Trustee and any previously appointed Substitute Trustee has been removed and Robert LaMont, Harriett Fletcher, Ronnie Hubbard, Sheryl LaMont, Allan Johnston or Alexander Wolfe, any to act, have been appointed as Substitute Trustees and authorized by the Mortgage Servicer to enforce 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. Robert LaMont, Harriett Fletcher, Ronnie Hubbard, Sheryl LaMont, Allan Johnston 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



Robert LaMont 9-26-19