

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 25, 2004**

Grantor(s): **Pearline Jackson**

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

Original Principal: **\$14,912.00**

FILED

Recording Information: **Book 1258, Page 365**

Property County: **Fayette**

Property: **BEING a 0.532 acre tract of land, being part of Farm ^{TRACT NO. 11} in the City of La Grange according to the plat of La Grange as recorded in volume I, page 27, slide 27 of the Plat Records of Fayette County, Texas, and being all of that certain tract as conveyed to James C. Jackson, Jr. and wife, Pearline Jackson as recorded in volume 272, page 93 of the Deed Records of Fayette County, Texas, and being more particularly described as follows;**

**AUG 12 2019
11:55 KH**

Brenda Dietam

BRENDA DIETAM

BEGINNING at a 1/2" iron rod set in the Northwest line of East Guadalupe Street for the South corner of a Estella Ferguson tract (volume 393, page 543) and for the East corner hereof;

THENCE: with the Northwest line of East Guadalupe Street South 59 deg. 56 min. 46 sec. West 104.06 feet to a 1/2" iron rod set for the East corner of a Richard Chernosky tract (volume 891, page 623) and for the South corner hereof, from which a 3/4" pipe found bears South 32 14 00 East 1.64 East;

THENCE with the Northeast line of the Chernosky tract North 32 deg. 14 min. 00 sec. West 85.50 feet to a 3/8" iron rod found for the North corner of the Chernosky tract, the East corner of a Vincent Harris tract (volume 693, page 9) and for an angle point hereof;

THENCE with the Northeast line of the Harris tract North 30 deg. 49 min. 08 sec. West 137.01 feet to a 3" pipe found for the South corner of a Rose Recek tract (volume 1087, page 532) for the West corner hereof;

THENCE with the Southeast line of the Recek tract North 58 deg. 52 min. 05 sec. East 102.16 feet to a point under a privacy fence in the Southwest line of a Garrette Ray tract (volume 1083, page 20) for the East corner of the Recek tract and the North corner hereof;

THENCE with the Southwest line of the Ray tract South 31 deg. 42 min. 21 sec. East 60.72 feet to a 3/8" iron rod found for the South corner of the Ray tract, the West corner of the Ferguson tract and for an angle point hereof;

THENCE with the Southwest line of the Ferguson tract South 31 53 min. 29 sec. East 163.74 feet to the PLACE OF BEGINNING, containing 0.532 acrea of land.

Property Address: **595 East Guadalupe
La Grange, TX 78945**

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**

SALE INFORMATION:

Date of Sale: **September 3, 2019**
Time of Sale: **10:00 am or within three hours thereafter.**
Place of Sale: **In the area of the Courthouse Bulletin Board which is located on and in the stone wall enclosure located on the northwest portion of the Fayette County Courthouse square facing West Colorado Street near it's intersection with North Main Street 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: **Megan Randle, Ebbie Murphy or Alexander Wolfe, any to act**
Substitute Trustee: **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 Megan Randle, Ebbie Murphy 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. Megan Randle, Ebbie Murphy 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
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Suite 203
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(850) 422-2520

Megan L Randle