

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: June 8, 2006

Grantor(s): Minnie Bertha East

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

Original Principal: \$14,500.00

Recording Information: Volume 1357, Page 58, Instrument No. 06-3237

Property County: Fayette

Property: **FIELD NOTE DESCRIPTION OF 0.803 ACRES OF LAND OUT OF THE ANNA POWELL LEAGUE, ABSTRACT NO. 257, IN FAYETTE COUNTY, TEXAS. AND BEING ALL OF THAT CERTAIN (1.00 ACRE) TRACT OF LAND CONVEYED TO MINNIE EAST IN A DEED AS RECORDED IN VOLUME 1144 PAGE 583 OF THE OFFICIAL RECORDS OF FAYETTE COUNTY, TEXAS, SAVE AND EXCEPT THAT TRACT OF LAND CONVEYED AS RIGHT-OF-WAY FOR F.M. 155 IN A DEED AS RECORDED IN VOLUME 232 PAGE 470 OF THE DEED RECORDS OF FAYETTE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:**
BEGINNING at a 1/2" iron rod found in the northeasterly right-of-way line of Cozy Corner Road (old F.M. 155) being in the southeasterly line of that certain (1.00 acre) tract of land conveyed to Minnie East in a deed as recorded in Volume 1144 Page 583 of the Official Records of Fayette County, Texas, and being in the northwesterly line of that certain (2.3 acre) tract of land conveyed to Love Carlton in a deed as recorded in Volume 343 Page 285 of the Deed Records of Fayette County, Texas, and being for the most southerly corner of the tract herein described, and from which a 1/2" iron rod found bears S 44 deg. 04' 18" W 72.05 feet,
THENCE, with the northeasterly right-of-way line of Cozy Corner Road, N 60 deg. 41' 12" W 166.59 feet to a 1/2" iron rod found at the most southerly remainder of that certain (1 acre) tract of land conveyed to Katherine Thompson in a deed as recorded in Volume 515 Page 954 of the Deed Records of Fayette County, Texas, and being for the westerly corner of this tract,
THENCE, leaving said right-of-way line, and with the common line between the East tract and the Thompson tract, N 44 deg. 04' 17" E 239.74 feet to a 1/2" iron rod found in a fence along the southwesterly line of that certain (1.48 acre) tract of land conveyed to John Willett and Cassandra Brown in a deed as recorded in Volume 1175 Page 665 of the Official Records of Fayette County, Texas, and being for the most northerly corner of this tract,

THENCE, with the fence along the common line between the East tract and the Willett tract, S 45 deg. 00' 00" E 161.11 feet to a rock found at the base of a fence corner post, being at the most westerly corner of that certain (0.32 acre) tract of land conveyed to James W. Carlton and Dorothy M. Carlton in a deed as recorded in Volume 1305 Page 60 of the Official Records of Fayette County, Texas, and being for the most easterly corner of this tract,

THENCE, with the common line between the East tract and the Love Carlton tract, S 44 deg. 04' 17" W 194.69 feet to the PLACE OF BEGINNING, in all containing 0.803 acres of land.

Property Address: **2841 Cozy Corner Road
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: **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: **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 **Megan Randle or Ebbie Murphy, 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 Megan Randle or Ebbie Murphy, 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 or Ebbie Murphy, 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

Megan L. Randle