

**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: November 26, 2003  
Grantor(s): Sheryl K. Young, a single woman  
Original Mortgagee: Remington Mortgage, Ltd.  
Original Principal: \$86,325.00  
Recording Information: Book 1244, Page 624  
Property County: Fayette  
Property:

**BEING THE SAME PROPERTY DESCRIBED IN DEED DATED NOVEMBER 5, 2003, EXECUTED BY MARGARET B. MITCHELL TO W.D. INC, RECORDED IN VOLUME 1240, PAGE 90 OFFICIAL RECORDS OF FAYETTE COUNTY, TEXAS. BEING A DESCRIPTION OF 0.661 ACRES OF LAND OUT OF BLOCK B, OF THE CITY OF SCHULENBURG, A SUBDIVISION IN FAYETTE COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 182, PAGE 683, OF THE DEED RECORDS OF FAYETTE COUNTY, TEXAS, AND BEING THAT SAME TRACT OF LAND CONVEYED TO MARGARET B. MITCHELL IN A DEED AS RECORDED IN VOLUME 519, PAGE 290 OF THE DEED RECORDS OF FAYETTE COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: BEGINNING AT A 1/2 INCH IRON PIPE FOUND IN THE NORTH RIGHT OF WAY LINE OF BAUMGARTEN STREET, AND BEING AT THE MOST SOUTHEASTERLY CORNER OF THAT CERTAIN (0.655 ACRE) TRACT OF LAND CONVEYED TO W.D. INC. IN A DEED AS RECORDED IN VOLUME 1240, PAGE 90 OF THE DEED RECORDS OF FAYETTE COUNTY, TEXAS, AND ALSO BEING AT THE SOUTHWEST CORNER OF THAT CERTAIN (0.704 ACRE) TRACT OF LAND CONVEYED TO ROY E. BUCEK AND VERA C. BUCEK IN A DEED AS RECORDED IN VOLUME 1226, PAGE 492, OF THE OFFICIAL RECORDS OF FAYETTE COUNTY, TEXAS, AND BEING AT THE SOUTHEAST CORNER OF THE TRACT HEREIN DESCRIBED, AND FROM WHICH A 1/2 INCH IRON PIPE FOUND BEARS EAST 186.15 FEET; THENCE WITH THE NORTH RIGHT OF WAY LINE OF BAUMGARTEN STREET WEST 175.60 FEET TO A 1/2 INCH IRON ROD SET AT THE INTERSECTION OF SAID RIGHT OF WAY LINE AND THE EAST RIGHT OF WAY LINE OF WILLIAMS AVENUE, AND BEING FOR THE SOUTHWEST CORNER OF THIS TRACT; THENCE WITH THE EAST RIGHT OF WAY LINE OF WILLIAMS AVENUE NORTH 00 DEGREES 21 MINUTES 55 SECONDS WEST, 163.70 FEET TO A 1/2 INCH IRON PIPE FOUND AT THE**

**FILED**  
AUG 24 2023  
10:35 AM  
Brenda Fietsam  
BRENDA FIETSAM  
CO. CLERK, FAYETTE CO., TEXAS

**SOUTHWEST CORNER OF THAT CERTAIN (0.298 ACRE) TRACT OF LAND CONVEYED TO MANUEL E. ANDERS AND SHIRLEY A. ANDERS IN A DEED AS RECORDED IN VOLUME 456, PAGE 551 OF THE DEED RECORDS OF FAYETTE COUNTY, TEXAS, AND BEING AT THE NORTHWEST CORNER OF THIS TRACT; THENCE LEAVING SAID RIGHT OF WAY LINE AND WITH THE SOUTH LINE OF THE ANDERS TRACT, NORTH 89 DEGREES 17 MINUTES 53 SECONDS EAST, 80.87 FEET TO A 1/2 INCH IRON PIPE FOUND AT THE SOUTHWEST CORNER OF THAT CERTAIN (0.261 ACRE) TRACT OF LAND CONVEYED TO LLOYD SCHWENKE IN A DEED AS RECORDED IN VOLUME 560, PAGE 597 OF THE DEED RECORDS OF FAYETTE COUNTY, TEXAS, AND BEING FOR AN ANGLE IN THE NORTH LINE OF THIS TRACT; THENCE WITH THE SOUTH LINE OF THE SCHWENKE TRACT SOUTH 89 DEGREES 38 MINUTES 57 SECONDS EAST, 70.41 FEET TO A 1/2 INCH IRON PIPE FOUND AT THE SOUTHWEST CORNER OF THAT CERTAIN (0.198 ACRE) TRACT OF LAND CONVEYED TO DAMIAN J. JANACEK AND DONNA J. JANACEK IN A DEED AS RECORDED IN VOLUME 1087, PAGE 9 OF THE OFFICIAL RECORDS OF FAYETTE COUNTY, TEXAS; THENCE SOUTH 85 DEGREES 26 MINUTES 34 SECONDS EAST, 23.87 FEET TO AN AXLE FOUND AT THE BASE OF A FENCE CORNER POST AT THE NORTHWEST CORNER OF THE BUCEK TRACT AND BEING AT THE NORTHEAST CORNER OF THIS TRACT; THENCE WITH THE WEST LINE OF THE BUCEK TRACT, SOUTH 00 DEGREES 33 MINUTES 23 SECONDS EAST, 162.36 FEET TO THE PLACE OF BEGINNING, IN ALL CONTAINING 0.661 ACRES OF LAND, MORE OR LESS.**

Property Address: 1121 Baumgarten Street  
Schulenburg, TX 78956

**MORTGAGE SERVICING INFORMATION:**

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

Current Mortgagee: Lakeview Loan Servicing, LLC  
Mortgage Servicer: Flagstar Bank  
Mortgage Servicer 5151 Corporate Drive  
Address: Troy, MI 48098

**SALE INFORMATION:**

Date of Sale: October 3, 2023  
Time of Sale: 10:00 AM or within three hours thereafter.  
Place of Sale: Fayette County Courthouse, 151 N. Washington Street, La Grange, TX 78945, 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, Robert Randle, Kristopher Holub, Dylan Ruiz, Amy Ortiz, Auction.com, Padgett Law Group, Michael J. Burns, or Jonathan Smith, any to act  
Substitute Trustee Address: 546 Silicon Dr., Suite 103  
Southlake, TX 76092  
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, any to act, those substitute trustees identified in the SALE INFORMATION section of this notice, whose address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092 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.

  
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Paige Jones

  
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Ellie Murphy