

**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: December 16, 2009  
Grantor(s): Theresa Durst  
Original Mortgagee: United States of America acting through the Rural Housing Service or successor agency, United States Department of Agriculture  
Original Principal: \$115,000.00  
Recording Information: Instrument No. 2009-010454  
Property County: Van Zandt  
Property: All that certain lot or parcel of land, being LOT 27, BLOCK B of the HIGHLAND PARK ACRES to the town of Wills Point, Van Zandt County, Texas, according to the plat of said addition as the same appears of record in GLIDE 145B, Plat Records, Van Zandt County, Texas. Being the same land in General Warranty Deed with Vendor's Lien dated June 2, 2004 from Wanda Wallace to Mickey L. Matthias, a single person, recorded in Volume 1933, Page 286, Real Records of Van Zandt County, Texas.  
Property Address: 103 Gordon Drive  
Wills Point, TX 75169

FILED FOR RECORD  
2020 FEB 20 AM 10:21  
COUNTY CLERK, VAN ZANDT CO., TX  
BY \_\_\_\_\_ DEP.

**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 Address: 4300 Goodfellow Blvd  
Bldg. 105F, FC 215  
St. Louis, MO 63120

**SALE INFORMATION:**

Date of Sale: March 3, 2020  
Time of Sale: 10:00 am or within three hours thereafter.  
Place of Sale: The steps of the north entrance to the Van Zandt 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.  
Substitute Trustee: Randy Daniel, Cindy Daniel or Jim O'Bryant, any to act  
Substitute Trustee Address: 5501 East LBJ Frwy, Ste. 925  
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 Randy Daniel, Cindy Daniel or Jim O'Bryant, 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. Randy Daniel, Cindy Daniel or Jim O'Bryant, 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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