

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 5, 2021
Grantors: Robert A. Casstevens and Kandy Casstevens, husband and wife
Original Mortgagee: Mortgage Electronic Registration Systems, Inc., as Nominee for Prosperity Home Mortgage, LLC
Original Principal: \$454,750.00
Recording Information: Book 485, Page 173
Property County: Comanche
Property:

BEING ALL OF LOTS 3 THRU 16, BLOCK 4, EDGEWOOD HEIGHTS, AN ADDITION TO THE CITY OF DELEON, COMANCHE COUNTY, TEXAS, AS SHOWN BY THE MAP THEREOF AND A PORTION OF AN UNDEVELOPED 50 FEET WIDE RIGHT-OF-WAY SOUTH OF SAID BLOCK 4, SAME BEING ALL OF THAT TRACT OF LAND DESCRIBED IN THE DEED TO WILLIAM HIRAM SMITH, JR., ET UX., AS RECORDED IN VOLUME 318, PAGE 84, DEED RECORDS, COMANCHE COUNTY, TEXAS (DRCCT), AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BASIS OF BEARING BEING U.S. STATE PLANE GRID - TEXAS CENTRAL ZONE (4203) NAD83 AS ESTABLISHED USING THE ALLTERRA RTKNET COOPERATIVE NETWORK. REFERENCE FRAME IS NAD83 (2011) EPOCH 2010.0000. DISTANCES SHOWN ARE U.S. SURVEY FEET DISPLAYED IN SURFACE VALUES).

BEGINNING AT A 5/8 INCH CAPPED IRON ROD SET MARKED "NATIVE CO., LLC" (IRS) AT THE INTERSECTION OF THE SOUTH RIGHT-OF-WAY LINE OF E. HAM ST. AND THE WEST RIGHT-OF-WAY LINE OF S. COMANCHE DR. FOR THE NORTHEAST CORNER OF SAID BLOCK 4:

THENCE SOUTH 17°08'50" WEST, WITH THE WEST RIGHT-OF-WAY LINE OF SAID S. COMANCHE DR., PASSING AN IRS AT THE SOUTHEAST CORNER OF SAID BLOCK 4 AND THE NORTH RIGHT-OF-WAY LINE OF SAID 50 FEET WIDE UNDEVELOPED RIGHT-OF-WAY, AT A DISTANCE OF 298.49 FEET, CONTINUING FOR A TOTAL DISTANCE OF 348.49 FEET TO AN IRS IN THE SOUTH LINE OF SAID UNDEVELOPED RIGHT-OF-WAY FOR THE NORTHEAST CORNER OF BLOCK 5 OF SAID EDGEWOOD HEIGHTS AND THE SOUTHEAST CORNER OF SAID SMITH TRACT:

THENCE NORTH 72°52'05" WEST, WITH THE COMMON LINE OF SAID UNDEVELOPED RIGHT-OF-WAY LINE AND SAID BLOCK 5, A DISTANCE

FILED AT 11:00 O'CLOCK A.M.

OCT - 5 2023

[Signature]
Clerk, County Court Comanche Co., Texas

OF 399.76 FEET TO AN IRS FOR THE NORTHWEST CORNER OF SAID BLOCK 5 AND THE SOUTHWEST CORNER OF SAID SMITH TRACT;

THENCE NORTH 17°08'50" EAST, WITH THE WEST LINE OF SAID SMITH TRACT, PASSING A 3/8 INCH IRON ROD FOUND FOR THE SOUTHWEST CORNER OF SAID BLOCK 4, CONTINUING FOR A TOTAL DISTANCE OF 198.85 FEET TO A POINT FOR NORTHWEST CORNER OF LOT 16 AND THE SOUTHWEST CORNER OF LOT 1, FROM WHICH A 1 INCH PIPE FOUND BEARS NORTH 85°40'23" EAST, A DISTANCE OF 2.45 FEET;

THENCE SOUTH 72°52'05" EAST, WITH THE SOUTH LINES OF LOTS 1 AND 2, A DISTANCE OF 100.08 FEET TO A POINT FOR THE SOUTHEAST COMER OF LOT 2 AND THE SOUTHWEST CORNER OF LOT 3, FROM WHICH A 1/2 INCH IRON ROD FOUND BEARS SOUTH 72°52'05- EAST, A DISTANCE OF 2.12 FEET;

THENCE NORTH 17°28'50" EAST, WITH THE COMMON LINE OF LOTS 2 AND 3, A DISTANCE OF 149.64 FEET TO A 1 INCH PIPE FOUND IN THE SOUTH RIGHT-OF-WAY LINE OF E. HAM ST. FOR THE NORTHEAST CORNER OF LOT 2 AND THE NORTHWEST CORNER OF LOT 3, FOR THE NORTHERNMOST NORTHWEST CORNER OF SAID SMITH TRACT;

THENCE SOUTH 72°52'05" EAST, WITH THE SOUTH RIGHT-OF-WAY LINE OF E. HAM ST., A DISTANCE OF 299.68 FEET TO THE POINT OF BEGINNING AND CONTAINING 124,336 SQUARE FEET OR 2.854 ACRES OF LAND.

Property Address: **424 South Comanche Drive
De Leon, TX 76444**

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: **November 7, 2023**
Time of Sale: **10:00 AM or within three hours thereafter.**
Place of Sale: **Comanche County Courthouse, 101 West Central, Comanche, TX 76442 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: **Alexis Mendoza, Kevin Key, Jay Jacobs, Kim Anderson, Ron Anderson, Kristopher Holub, Patrick Zwiers, 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.

Paige Jones

CERTIFICATE OF POSTING

My name is KEVIN KAP, and my address is c/o Padgett Law Group, 546 Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on 10-5-2013, I filed at the office of the Comanche County Clerk to be posted at the Comanche County courthouse this notice of sale.

Kevin Kap

Declarant's Name: KEVIN KAP

Date: 10-5-2013

Padgett Law Group
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Southlake, TX 76092
TXAttorney@PadgettLawGroup.com
(850) 422-2520