

SEP 19 2024

**NOTICE OF ACCELERATION AND NOTICE OF TRUSTEE'S SALE**SUSAN STRICKLAND  
COUNTY CLERK, VAN ZANDT CO., TX  
BY \_\_\_\_\_ DEP

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: May 2, 2018

Grantor(s): Jordan Rogers, and spouse Kristin Rogers, signing pro forma

Original Mortgagee: Mortgage Electronic Registration Systems, Inc., as nominee for Southwest Stage Funding, LLC DBA Cascade Financial Services

Original Principal: \$155,900.00

Recording Information: 2018-003894

Property County: Van Zandt

Property: THAT CERTAIN 18.7446 ACRE TRACT OF LAND SITUATED IN THE JOHN WALLING SURVEY, ABSTRACT NO. 891, VAN ZANDT COUNTY, TEXAS, BEING ALL OF THAT CERTAIN CALLED 18.745 ACRE TRACT CONVEYED TO T.O.Q., LTD., BY DEED RECORDED IN DOC. NO. 2018-000842 OF THE OFFICIAL PUBLIC RECORDS OF VAN ZANDT COUNTY, TEXAS, SAID 18.7446 ACRES BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A 2-INCH PIPE FENCE CORNER POST FOUND FOR IN THE SOUTH LINE OF PRIVATE ROAD NO. 5810, SAID POINT BEING THE NORTHWEST CORNER OF SAID 18.745 ACRE TRACT AND THE NORTHEAST CORNER OF THAT CERTAIN CALLED 1.016 ACRE TRACT CONVEYED TO GAYLE ZWIENER CRIM AND DANNY PHILLIP CRIM, BY DEED RECORDED IN DOC. NO. 2010-000007 OF THE REAL RECORDS OF VAN ZANDT COUNTY, TEXAS;

THENCE SOUTH 89 DEGREES 36 MINUTES 07 SECONDS EAST, ALONG THE NORTH LINE OF SAID 18.745 ACRE TRACT AND THE SOUTH LINE OF PRIVATE ROAD NO. 5810, A DISTANCE OF 408.99 FEET, TO A 1/2-INCH IRON ROD FOUND FOR CORNER IN THE NORTHERLY MOST WEST LINE OF THAT CERTAIN CALLED 40.79 ACRE TRACT CONVEYED TO LARRY G. JENKINS AND SONIA R. JENKINS, BY DEED RECORDED IN VOLUME 1364, PAGE 77 OF SAID DEED RECORDS, SAID POINT BEING THE NORTHEAST CORNER OF SAID 18.745 ACRE TRACT;

THENCE SOUTH 00 DEGREES 44 MINUTES 31 SECONDS WEST, ALONG THE EAST LINE OF SAID 18.745 ACRE TRACT AND THE NORTHERLY MOST WEST LINE OF SAID JENKINS TRACT, A DISTANCE OF 2042.98 FEET, TO A 1/2-INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE SOUTHEAST CORNER OF SAID 18.745 ACRE TRACT AND AN ANGLE POINT IN THE WEST LINE OF SAID JENKINS TRACT AND THE

**NORTHEAST CORNER OF THAT CERTAIN CALLED 5.000 ACRE TRACT CONVEYED TO SUE SMITH, BY DEED RECORDED IN VOLUME 1376, PAGE 824 OF SAID DEED RECORDS;**

**THENCE NORTH 88 DEGREES 20 MINUTES 00 SECONDS WEST, ALONG THE SOUTH LINE OF SAID 18.745 ACRE TRACT AND THE NORTH LINE OF SAID SMITH TRACT, A DISTANCE OF 401.58 FEET, TO A 1/2-INCH IRON ROD FOUND FOR CORNER, SAID POINT BEING THE SOUTHWEST CORNER OF SAID 18.745 ACRE TRACT AND THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 5.4496 ACRE TRACT CONVEYED TO GAYLE CRIM, BY DEED RECORDED IN DOC. NO. 2013-004061 OF SAID OFFICIAL PUBLIC RECORDS;**

**THENCE NORTH 01 DEGREES 38 MINUTES 02 SECONDS EAST, ALONG THE WEST LINE OF SAID 18.745 ACRE TRACT AND THE EAST LINE OF SAID 5.4496 ACRE TRACT, A DISTANCE OF 810.65 FEET, TO A 1/2-INCH IRON ROD FOUND FOR AN ANGLE POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID 5.4496 ACRE TRACT AND THE SOUTHEAST CORNER OF THAT CERTAIN CALLED 7.2015 ACRE TRACT CONVEYED TO JOSHUA L. MOORE, BY DEED RECORDED IN DOC. NO. 2017-006267 OF SAID OFFICIAL PUBLIC RECORDS;**

**THENCE NORTH 00 DEGREES 44 MINUTES 34 SECONDS WEST, CONTINUING ALONG THE WEST LINE OF SAID 18.745 ACRE TRACT AND THE EAST LINE OF SAID MOORE TRACT, A DISTANCE OF 1074.39 FEET, TO A 2-INCH IRON PIPE FENCE CORNER POST FOUND FOR AN ANGLE POINT, SAID POINT BEING THE NORTHEAST CORNER OF SAID MOORE TRACT AND SOUTHEAST CORNER OF SAID 1.016 ACRE TRACT;**

**THENCE NORTH 03 DEGREES 43 MINUTES 08 SECONDS EAST, CONTINUING ALONG THE WEST LINE OF SAID 18.745 ACRE TRACT AND THE EAST LINE OF SAID 1.016 ACRE TRACT, A DISTANCE OF 149.67 FEET, TO THE POINT OF BEGINNING AND CONTAINING 18.7446 ACRES OF LAND, MORE OR LESS.**

Property Address: 250 Private Road 5810  
Van, TX 75790

**MORTGAGE SERVICING INFORMATION:**

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

Current Mortgagee: Southwest Stage Funding, LLC dba Cascade Financial Services  
Mortgage Servicer: Cascade Financial Services  
Mortgage Servicer Address: 2701 E Insight Way  
Suite 150  
Chandler, AZ 85286

**SALE INFORMATION:**

Date of Sale: **November 5, 2024**  
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 AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE**  
Substitute Trustee: **Randy Daniel, Cindy Daniel, Jim O`Bryant, Padgett Law Group, Michael J. Burns, Jonathan Smith, Gabrielle A. Davis, or Paige Jones, 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.

*P Jones*

Michael J. Burns / Jonathan Smith/ Gabrielle A. Davis/ Paige Jones

**CERTIFICATE OF POSTING**

My name is Randy Daniel, 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 9-19-04, I filed at the office of the Van Zandt County Clerk to be posted at the Van Zandt County courthouse this notice of sale.

Declarant's Name: Randy Daniel

Date: 9-19-04

Padgett Law Group  
546 Silicon Dr., Suite 103

Southlake, TX 76092

TXAttorney@PadgettLawGroup.com  
(850) 422-2520