

**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: **May 2, 2001**  
Grantor(s): **Ida V. White, a feme sole**  
Original Mortgagee: **United States of America, acting through the Farmers Home Administration, United States Department of Agriculture**  
Original Principal: **\$32,200.00**  
Recording Information: **Book 359, Page 271**  
Property County: **Hopkins**

FILED FOR RECORD  
HOPKINS COUNTY, TEXAS  
2020 MAR 6 P 12: 27  
TRAFFY SMITH  
COUNTY CLERK  
BY *S. H. [Signature]* DEPUTY

Property: **All that certain tract or parcel of land situated in Hopkins County, Texas, being a part of the Nacogdoches University Survey, Abstract No. 705, located about 18 miles SE of the City of Sulphur Springs, being a part of the 1/3 subdivision called Tract 2 and consisting of 8.190 acres of Payne 24.570 acre tract as surveyed November 23, 1981 by Martin E. Collins, Jr. Registered Public Surveyor No. 3659 in the state of Texas and being made up of an I.A. Payne called 11.1 acre tract recorded in Vol. 136, page 297, Deed Records; a Sindie Payne called 11.1 acre tract recorded in Vol. 136, page 295, Deed Records and a School called 2 acre tract recorded in Vol. 122, page 427, Deed Records, Hopkins County, Texas and described as follows, to-wit:**

**Beginning at a point for SWC in the center line of a public road said center line being the WBL of said point of beginning being the SWC of said Tract 2 and said point of beginning, and being N. 0 degrees, 25', E. 367.4 feet from the SWC of Payne 24.570 acre tract an iron stake in the fenced EBL of said public road; Thence with the SBL of said Tract 2, S. 89 degrees, 5', 15" E. 435.62 feet to a point for SEC an iron stake set:**

**Thence parallel with the WBL of said Tract 2 N. 0 degrees, 25', E. 100 feet to a point for NEC an iron stakes set;**

**Thence parallel with the SBL of said Tract 2 N. 89 degrees, 5' 15", W. 435.62 feet to a point for NWC in the center line of said public road an iron stakes set in the EBL of said public road;**

**Thence with the center line of said public road for WBL of said Tract 2, S. 0 degrees, 25', W. 100 feet to the point of beginning, containing 1.000 acres of land, more or less.**

**And being the same land described in a Deed from Mary Pruitt to Virginia White, dated 11-19-1984, recorded in Vol. 70, page 308, Real Property Records, Hopkins County, Texas.**

Property Address: **1983 County Road 2437  
Como, TX 75431**

**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: **1:00 pm or within three hours thereafter.**  
Place of Sale: **The southwest entrance door to the first floor of the 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: **Sue Spasic, Robert LaMont, Sheryl LaMont, Harriet Fletcher, Ronnie Hubbard, Sharon St. Pierre, Allan Johnston or Zoran W. Spasic or Cole Emert, any to act**  
Substitute Trustee: **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 Sue Spasic, Robert LaMont, Sheryl LaMont, Harriet Fletcher, Ronnie Hubbard, Sharon St. Pierre, Allan Johnston or Zoran W. Spasic or Cole Emert, 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. Sue Spasic, Robert LaMont, Sheryl LaMont, Harriet Fletcher, Ronnie Hubbard, Sharon St. Pierre, Allan Johnston or Zoran W. Spasic or Cole Emert, 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

A handwritten signature in cursive script, appearing to read "Harriet Fletcher", written over a horizontal line.

Posted by: Harriet Fletcher 03-16-2020