

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: February 8, 1995
Grantor(s): ABBIE L. HARBIN and ADA R. HARBIN
Original Mortgagee: United States of America, acting through the Farmers Home Administration, United States Department of Agriculture
Original Principal: \$43,320.00
Recording Information: Book 562, Page 253
Property County: Trinity
Property: See "Exhibit A" attached hereto and incorporated herein for all purposes.
Property Address: 104 Davis Street
Trinity, TX 75862

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 4, 2023
Time of Sale: 1:00 PM or within three hours thereafter.
Place of Sale: THE FRONT CENTER STEPS OF THE COURTHOUSE BUILDING LOCATED ON HIGHWAY 287 IN GROVETON, TRINITY COUNTY, TX OR AS DESIGNATED BY THE COUNTY COMMISSIONER'S OFFICE.
Substitute Trustee: Robert LaMont, Sharon St. Pierre, Sheryl LaMont, Allan Johnston or Ronnie Hubbard, or Michael J. Burns, 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 Robert LaMont, Sharon St. Pierre, Sheryl LaMont, Allan Johnston or Ronnie Hubbard, or Michael J. Burns, any to act, 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.



Michael J. Burns

Exhibit A

Being 1.01 acres of land, situated in the City of Trinity, G.W. WILSON SURVEY, Abstract No. 628, Trinity County, Texas and being out of and a part of a tract or parcel of land described as Lot 5 of the J.H. Dunlap, Deceased, Subdivision in a Deed from Walter Spencer Childs to Isaac Gibson dated February 14, 1977 and recorded in Volume 244, page 253, Deed Records of Trinity County, Texas, said 1.01 acres being more definitely described as follows:

BEGINNING at a point in the west line of said Isaac Gibson tract at the northwest corner of a called 0.27 acre tract out of said Gibson tract as described in a Deed from Isaac Gibson to Lois Marie Davis dated May 5, 1986 and recorded in Volume 362, page 803, Deed Records, found a 1/2" iron rod for corner on the east side of a graded rock street known locally as "Pine Street";

THENCE North, along the east side of Pine Street with the west line of said Gibson tract, a distance of 224.90 feet to a 1/2" iron rod found for the southwest corner of a called 0.62 acre tract out of said Gibson tract as described in a Deed from Robert Bradford to Tom Rodgers, Jr., et al dated October 10, 1983 and recorded in Volume 478, page 180, Deed Records;

THENCE N 86 deg. 51' E, with the south line of said Rodgers lot, a distance of 186.35 feet to a 1/2" iron rod found for its southeast corner in the east line of said Isaac Gibson tract;

THENCE S 00 deg. 01' W, with the east line of said Gibson tract a distance of 250.75 feet to a 1/2" iron rod found for the northeast corner of a called 0.275 acre tract out of said Gibson tract as described in a Deed from Isaac Gibson to Melva Lois Gibson dated February 2, 1980 and recorded in Volume 281, page 57, Deed Records;

THENCE N 89 deg. 53' W, with the north line of said Melva Gibson lot, a distance of 100.0 feet to a 1/2" iron rod found for its northwest corner in the east line of said Davis 0.27 acre;

THENCE N 00 deg. 03' W, with the east line of said Davis tract, a distance of 20.00 feet to a 1/2" iron rod found for its northeast corner;

THENCE S 86 deg. 57' W, with the north line of said Davis tract, a distance of 86.10 feet to the **POINT OF BEGINNING**, as established by J.S. Moorers, Registered Professional Land Surveyor No. 1572, survey, on the ground, in January, 1994.

CERTIFICATE OF POSTING

My name is Sharon St. Pierre, and my address is c/o Padgett Law Group, 546^{JV} Silicon Dr., Suite 103, Southlake, TX 76092. I declare under penalty of perjury that on February 2, 2023, I filed at the office of the Trinity County Clerk to be posted at the Trinity County courthouse this notice of sale.

Sharon St. Pierre

Declarant's Name: Sharon St. Pierre

Date: February 2, 2023^{3-JV}

Padgett Law Group
546 Silicon Dr., Suite 103
Southlake, TX 76092
TXAttorney@PadgettLawGroup.com
(850) 422-2520

FILED
at 8:40 o'clock A M
FEB 03 2023
SHASTA BERGMAN
COUNTY CLERK, TRINITY CO., TEXAS
By [Signature] Deputy